

Memorandum of Settlement (this “Settlement”)

Between

The University of Guelph (the “University”)

And

The University of Guelph Faculty Association

Together (the “Parties”)

Re: Renewal Agreement

1. The Parties’ negotiating teams have tentatively agreed to the Articles and Letters and Memorandums, attached hereto, (the “Renewal Agreement”);
2. The Parties agree to the terms of this Agreement as constituting a full and final settlement of all matters of dispute of this Renewal Collective Agreement.
3. Current Provisions for extended health, dental, long term disability, life insurance and tuition scholarship plan shall continue, except as amended by this renewal agreement.
4. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement.
5. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to July 1, 2022.
6. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties;
7. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.
8. This Memorandum of Settlement is incorporated as part of the Collective Agreement.

For the University:

For the Association:

## Article 2 - Definitions

- xvii. E-Learning (Online Asynchronous) shall be understood to mean only University of Guelph courses with a suffix "DE".
- xix. Faculty Member Workload Form (DOE) shall mean the form listing the Instructor, Department, DOE, percentage workload, assigned teaching for each semester, mode of delivery, scheduled Research and Development semester, proposed Study Research Leave, and expected Service commitments.
- xx. Guelph-Humber shall mean the University of Guelph-Humber in the City of Toronto or future locations.
- xxviii. **Regional Campus** shall mean any of the University of Guelph system of institutions that employ Faculty, Librarians and/or Veterinarians, excluding the University of Guelph main campus and Guelph-Humber.
- xxx. **Teaching Schedule** shall mean the completed finalized schedule that lists the current DOE of each Member, and, for each course, the name(s) of the instructor(s), the name(s) of the course co-ordinator(s) (if any), the estimated enrollment, and any teaching assistant support.

## Article 8 - Conflict of Interest and Conflict of Commitment

- 8.3 A Member has a responsibility to ensure that conflict situations, wherever and whenever they arise, are identified and disclosed in writing as soon as possible to the Dean, University Librarian, or in the case of Veterinarians, Director or Associate Dean, Clinical Program.
- 8.4 The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict to the Dean, University Librarian, or in the case of Veterinarians, Director or Associate Dean, Clinical Program, as soon as possible after becoming aware of it.
- 8.5 Following receipt of a notice of conflict, the Dean, University Librarian, or in the case of Veterinarians, Director or Associate Dean, Clinical Program, shall determine in a timely fashion whether a conflict, actual or apparent, exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict.
- 8.6 Where a conflict of interest has been asserted by a third party, the Dean, University Librarian, or in the case of Veterinarians, Director or Associate Dean, Clinical Program, shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before

making a decision in the matter. Following this, the decision shall be communicated immediately, in writing, giving reasons to the Member and, where appropriate, to any third parties.

### **Article 10 – Duration and Copies of the Agreement**

- 10.1 The terms of this agreement shall be in effect from ~~July 1, 2017 to June 30, 2024~~ July 1, 2022 to June 30, 2024.
- 10.5 The University shall provide the Association with ~~one hundred and twenty-five (125)~~ seventy (70) additional copies of the Agreement at no cost to the Association.

### **Article 13 - Correspondence and Information**

- 13.2 The University shall provide the Association with the following information in a mutually agreed- upon paper or electronic format:
- a) by the end of the calendar year, an annual list of all Members containing their names, date of hire, categories of appointment, ranks, years of appointment to current rank, birth dates, University addresses, genders, salaries, stipends, Departments, highest degrees obtained, and years of highest degree;
  - b) by the end of each semester, a list of the names of all Members whose employment has been terminated, the dates of such terminations and the categories of terminations, such as, but not limited to dismissal, expiration of contract, death, resignation, or retirement;
  - c) no later than thirty (30) days following the appointment of a new Member, a list containing the name, category of appointment, rank, salary, birthdate, gender, Department, DOE;
  - d) a list of academic partner accommodation appointments annually;
  - e) by July 1st of each year, an annual list of the names and new ranks of Members who have received Tenure and/or Promotion and the effective dates of such Tenures/Promotions;
  - f) by the end of the calendar year, an annual list of all Members who are on Leave during the present Academic Year and the type of Leave they are on;
  - g) by February 1st, an annual list of all credit courses taught by Members and non-Members for the preceding Academic Year, with the following information identified: course number, semester of the class, name of the instructor(s), number of students in the class; and
  - h) within ten (10) days of posting, copies of advertisements for external searches;

- i) Copies of position descriptions shall be provided to the Association upon written request;
- j) Copies of all health benefit contracts shall be provided to the Association upon written request;
- k) Benefit usage rates shall be provided to the Association no more than once per year upon written request;
- l) No later than February 15 of each year the University shall provide the Association with a list of Departments/Schools that have confirmed distribution of final teaching schedules (per Article 18.20) to Members;
- m) Upon request, a copy of the most recent Teaching Schedule for each Department/School;
- n) Upon request, a copy of a Department/School's current promulgated process for assigning teaching assistants;
- o) A copy of all approved Tenure and Promotion Guidelines documents within thirty (30) days of approval; and
- p) No later than December 1 of each year, the University shall provide the Association with a list of Chairs, Acting Chairs and Interim Chairs including their stipends, University funding allocated to research accounts and DOE.

#### **Article 14 - Member's Official File**

- 14.2 Maintenance of the Official File shall be the responsibility of the Dean, University Librarian, or in the case of Veterinarians in AHL or at Ridgetown, Director.
- 14.6 With the exception of aggregated student surveys/evaluations, including but not limited to Student Feedback Questionnaires, and subject to Article 14.14, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member.
- 14.9 Members have the right to examine, after giving two days' notice, the entire contents of their Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Dean, University Librarian, or in the case of Veterinarians in AHL or at Ridgetown, Director. Members may be accompanied by a colleague or an Association representative. Members shall not remove their Official File, or parts thereof, from the office where it is held, nor shall Members annotate, or in any way alter, the Official File during this examination.
- 14.11 A Member may request in writing to the Dean, University Librarian, or in the case of Veterinarians in AHL or at Ridgetown, Director, the removal from his/her Official File of any material that the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 14.12 The Dean, University Librarian, or in the case of Veterinarians in AHL or at

Ridgetown, Director shall decide within twenty (20) days whether or not to remove the impugned material. For any impugned material not removed, the Dean, University Librarian, or in the case of Veterinarians in AHL or at Ridgetown, Director, shall render a decision in writing, stating the reasons for the decision.

- 14.18 Copies of all solicited letters of reference or assessments for Promotion or Tenure/Continuing Appointment considerations shall be placed upon receipt in the Official File of the Member, without letterhead and with signature(s) ~~blocked redacted~~. Only the Dean, University Librarian, or in the case of Veterinarians in AHL or at Ridgetown, Director, may retain the complete originals of such letters, in a file separate from the Official File.

## **Article 18 - Faculty Member Rights and Responsibilities**

### **General Duties**

- 18.5 A Faculty Member's responsibilities in the area of Teaching include some or all of the following:
- a) making available to students knowledge of the current state of the discipline;
  - b) participating in the design of the courses and programs of the University;
  - c) performing assigned teaching responsibilities, including clinical training;
  - d) assessing the academic work of students;
  - e) being available to students for consultations and academic advising;
  - f) being available as a supervisor and/or academic advisor and/or as a member of a graduate committee to students who are engaged in research and in the preparation and defense of theses or project reports; and
  - g) if applicable, supervising teaching assistants.
- 18.10 The University shall make available transportation, at no charge, to any Member whose position is located at the University main campus and ~~who~~ is assigned duties at the University of Guelph-Humber.

### **Amendments to the DOE**

- 18.17 Following the meeting in 18.15, the Chair shall provide the written request for amendment to the Dean. The Dean, in consultation with the Chair, will decide whether to approve the request for amendment to the Faculty Member's DOE. Within fifteen (15) days of receipt of the request, the Dean will notify the Faculty Member in writing of the decision and, in the event of a negative decision, will include reasons. Within fifteen (15) ~~ten (10)~~ days of receipt of the decision from the Dean, a Faculty Member may appeal the decision of the Dean to the

Provost. The Provost shall notify the Faculty Member and Dean in writing, with reasons, of his/her decision.

## Workload

18.19 In recommending/determining a Member's teaching workload, the Chair and Dean shall use a fair, equitable, and transparent method. A Faculty Member's teaching assignments may vary from year to year in recognition of the needs of the University and, when possible, to reflect the interest and teaching strengths of the Faculty Member. These variations will be taken into account by the Dean when approving teaching assignments. The Dean will ensure that the teaching assignments of Faculty Members are as fair and equitable as is reasonably possible, both within the ~~Department~~Academic Unit Department and across the College.

18.19.1 The Chair shall circulate a memo to all Members in his/her Department ~~Department~~Academic Unit that seeks input (within the Member's allocated teaching effort (DOE)) with respect to required/core courses and elective courses the Member would like to teach. Members cannot claim ownership of a particular course.

18.19.1.1 The Member shall provide the Chair with a signed completed Teaching Request Form listing ~~teaching request form~~ outlining courses the Member wishes to teach and, for each non-E-Learning course, the mode of course delivery the Member proposes to use; and, optionally, preferred scheduled class meeting days for each course taught using a In-person, Online Synchronous, Hyflex, or Blended mode of course delivery.

18.19.1.2 If a Member requests to teach a course using the Blended mode of course delivery, the Member may attach an extra page to their Teaching Request Form-detailing the way that they wish to teach the course.

18.19.1.3 The Teaching Request Form~~teaching request form~~ shall include an area where the Member may comment on past requests and assignments.

18.19.1.4~~2~~ Through consultations (e.g., circulation of draft teaching assignments) with Members of the ~~Department~~Academic Department ~~Unit~~ (e.g., through the Curriculum Committee and/or Chair's Council), the Chair makes a recommendation to the Dean on teaching assignments.

18.19.1.5~~3~~ The Chair shall note, where applicable, issues that the Dean needs to resolve.

18.19.1.6~~4~~ A copy of the signed Teaching Request Form shall be placed in the Official File ~~official file~~.

~~18.19.2 Each Department shall have a promulgated process for assigning teaching assistants (TAs) that is fair, equitable, and transparent. A Member's request for TA support may be made known to the Chair in response to the memo circulated as per 18.19.1 above.~~

~~18.19.3 Teaching workload norms in Departments/Schools shall be no more than those in effect as of the date of the Agreement. Where new academic units are created (including through amalgamation of existing unit(s)), the newly established teaching workload norms shall be established in the context of the operational requirements of the new unit. The norms shall come into effect only following a ratification in which 2/3 of affected Members vote in favour.~~

18.x07 In some cases, teaching assigned for a particular semester may, in practice, be done in another semester (e.g., a course assigned for Fall may be taught in Summer where there is field work being done). Such a course assignment will be made at least four (4) months in advance of the commencement of the course work. No such course shall be assigned without the Member's agreement

18.20 The Dean, or designate, on the recommendation of the Chair, shall finalize the Member's assigned teaching, including E-Learning courses, in writing at least eight (8) months in advance of the commencement of the assigned teaching.

18.21 A copy of the finalized ~~Teaching Schedule~~teaching schedule shall be provided to all Members in the ~~Department~~Academic Unit by the Dean at least six (6) months in advance of the commencement of the assigned teaching. This ~~Teaching Schedule~~teaching schedule shall include, for each course, the instructor, estimated enrollment, teaching assistant support, and the current DOE of each Member.

18.22 ~~This Teaching Schedule~~teaching schedule shall include, for each course, the instructor, estimated enrollment, teaching assistant support, and the current DOE of each Member. Any change in a Member's assigned teaching made less than eight (8) months in advance of the commencement of the assigned teaching shall take place only when a significant change in circumstances has occurred and in consultation with the Member. For any newly assigned courses, the Member shall be asked for their preferred mode of course delivery. For non-E-Learning courses, the Dean shall decide whether the Member teaches using their requested mode or a in-person mode of course delivery.

18.XX Each Member's completed Faculty Member Workload Form (DOE), listing the Member's name, Department, DOE, percentage workload, assigned teaching and mode of delivery for each course, scheduled Research and Development semester, proposed Study Research Leave, and expected Service commitments shall be placed in the Member's Official File.

18.23 Any appeal regarding Teaching Assistant (TA) support shall be submitted to the Dean.

18.x15 Each Department shall have a promulgated process for assigning TAs that is fair, equitable, and transparent. A Member's request for TA support may be made known to the Chair in response to the memo circulated as per 18.x02.

18.x16 Teaching workload norms in Departments shall be no more than those in effect as of the date of the Agreement. Where new academic units are created (including through amalgamation of existing unit(s)), the newly established teaching workload norms shall be established in the context of the operational requirements of the new unit. The norms shall come into effect only following a ratification in which two-thirds (2/3s) of affected Members vote in favour.

18.21 The University recognizes that the development of an E-Learning course may be more complex than that of a classroom-based course. No Member shall be assigned the development of an E-Learning course without his/her consent. When the development of an E-Learning course is part of the assigned workload of a Member, a written statement of the equivalency will be provided in advance, and the credit given shall be at least equivalent to the credit value of the course.

18.21.1 In assigning the teaching of an E-Learning course, the Dean shall take into consideration the complexity and the potentially greater level of preparation required for an E-Learning course as well as the Member's overall teaching workload. The Dean will also take into consideration the amount of technical support required. In all instances, a written statement of the equivalency of the E-Learning course to a classroom-based course will be provided in advance by the Dean. The teaching of a E-Learning course shall be considered equivalency to the teaching of a classroom-based course of the same credit weighting.

18.21.2 The Dean will ensure that the appropriate technical support and training are provided.

~~18.z01 24.3 The teaching of all courses of the same credit weighting shall be considered equivalent of an E-Learning Course for the assignment of teaching workload, the purposes of Promotion and Tenure and Performance Assessment considerations of the Tenure and Promotion committees, and any other purpose, regardless of the mode of delivery, shall be the same as that of a classroom-based course.~~

18.25 The Dean is responsible for ensuring that every Department has a fair and transparent process for the equitable assignment of Teaching Assistantteaching assistants.

### **Procedures for Assigning Workload**

18.26 Newly-appointed Members shall have at least 0.5 credit teaching release, at least once, in the first three (3) years of appointment.

18.27 Classes assigned to a Member shall be scheduled to permit twelve (12) hours to pass between the completion of teaching one day and the commencement of same on the next day, unless the Member agrees otherwise. No Member shall be assigned, on any day, a class schedule that requires more than three (3) consecutive hours of classroom contact, excluding labs. Exceptions for special circumstances (e.g., six (6) week courses) may be made with the agreement of the Member.



- 18.28 Where a Member is assigned clinical service in the OVC-HSC, ~~they~~he/she will be required to provide no more than a proportionate share of duties. Assignment of clinical service shall be made with due regard to a Member's DOE and shall be fair, equitable, and transparent.
- 18.29 A Faculty Member's clinical service assignment will be scheduled by the Dean or designate in consultation with the Member and his/her Chair.
- 18.30 The Dean or designate will consult with a Member prior to making significant changes to his/her work schedule. This consultation will occur at least thirty (30) days in advance, except in cases of emergencies. Changes made under emergency circumstances shall be deemed to be temporary in nature until such time as the University has met its obligations to consult with the Member. The University shall implement such changes fairly and equitably. For clarity, Study/Research Leaves are not emergencies. Maternity and Parental Leave are not normally emergencies.
- 18.w01 The University shall provide to a Member who assumes at least 50% of a course on an emergency basis either a pro-rated teaching credit or a pro-rated overload stipend, at the choice of the Member. The Dean shall place in the Member's Official File a letter stating their accumulated pro-rated teaching credit(s).

#### **Research and Development Semester (R/D semester)**

- 18.31 A Faculty Member holding a Full-time Tenured, Tenure-track, or Contractually Limited appointment of one or more years and who has assigned teaching responsibilities for two semesters in an Academic Year will devote a third semester to research and scholarly activities, except as modified in 18.31.1, 18.31.2, or 18.32, where the R/D semester will be deemed to have been taken (i.e., there is no 'banking' of time for a R/D semester to be taken at a later date).
- 18.31.1 A Faculty Member may request in writing to have assigned teaching responsibilities for three (3) consecutive semesters ~~in an Academic Year~~. Such requests shall be subject to the written approval of the Dean.
- 18.31.2 A Faculty Member with an agreed-upon DOE effort of greater than or equal to seventy percent (70%) in the area of Teaching~~teaching~~ may be assigned teaching responsibilities for three (3) semesters in an Academic Year. In such cases, the assigned teaching for the third semester shall not exceed a one-course assignment. In addition, teaching in the third semester may only occur on a biennial basis.
- 18.32 By mutual agreement, the Faculty Member and the Dean may choose to reschedule the timing of a R/D semester~~Research and Development Semester~~ so that teaching occurs in three (3) semesters.
- 18.33 With the exception of 18.31.1, 18.31.2, and 18.32, a Faculty Member may not be assigned teaching responsibilities for more than four (4) consecutive semesters or have more than two (2) consecutive semesters entirely as R/D semester~~Research and Development Semester~~.

- 18.34 In the case of a Faculty Member who plans to be absent during an R/D semester~~Research and Development Semester~~, it will be the joint responsibility of the Chair and the Faculty Member to ensure that arrangements have been made for the execution of all normal responsibilities, including the supervision of any student or students for whom the Faculty Member is responsible. If the arrangements cannot be made to the satisfaction of the Chair and Faculty Member, the matter will be referred to the Dean for resolution.
- 18.35 The Dean, upon recommendation of the Chair, will approve the scheduling of the Faculty Member's R/D semester~~Research and Development Semester~~.
- 18.36 Approved Leaves of Absence (e.g. Parental Leave, Study/Research Leave) will not result in any change to the normal scheduling of the Faculty Member's responsibilities. The normal pattern of the Faculty Member's R/D semester~~Research and Development Semester~~ will continue in the Faculty Member's absence.

*Mutatis mutandis*

## **Article 19 - Faculty Appointments**

- 19.30 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.
- 19.30.1 Academic partner accommodation appointments are not eligible for consideration for conversion of appointment to Tenure-track without a search as per 19.5
- 19.30.2 The Appointment Letter for an academic partner accommodation appointment shall state that the position is not eligible for conversion to Tenure-track.

### **Letters of Appointment**

- 19.32 All offers of Appointment shall be issued by the Dean (following approval by the Provost), and will include, but not be limited to, the following:
- j) if it is an academic partner accommodation appointment, that this position is not eligible for conversion to Tenure-track; and

### **Joint Appointments**

- 19.34 A Joint Appointment is an Appointment in two (2) or more Departments, one of which shall be designated as the major Department for the Appointment.

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## **Article 21 - Tenure, Promotion, and Review of Faculty Members**

- 21.1 This Article applies to Tenure, Promotion, and Review decisions ~~of~~ for Faculty Members who hold Tenured or Tenure-track Appointments and to Promotion and Renewal decisions for Contractually Limited Faculty Members.
- 21.2 *The University of Guelph Act*, 1964 empowers the Board of Governors to promote and confer Tenure on Faculty Members on the recommendation of the President. The University will promote Faculty Members and grant Tenure to Faculty Members only in accordance with the provisions of this Article.
- 21.3 The Dean will meet with each Member in the Faculty Member's first semester of appointment and will discuss the approved criteria for ~~the granting of~~ Tenure and Promotion to Associate Professor.
- 21.4 The Dean will notify ~~the~~ all Members on an annual basis that both the Dean and the Chair are available to mentor ~~the~~ any Member. In addition, the Dean shall meet with each Tenure-track Faculty Member before the end of April of each year ~~of the probationary period~~ to discuss the Member's progress towards, and the possibility of application for, Tenure and Promotion.
- 21.4.1 A record of the discussion mandated in 21.4 signed by both the Dean and the Tenure-track Member, shall be placed in the Tenure-track Member's Official File. In signing the ~~document~~ record, the Dean and the Faculty Member are agreeing that it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 21.xx Where a Member is assigned responsibilities in a program outside of their home Department or program, a letter from that Department Chair or program director with responsibility for that program, documenting the Member's contributions, may be requested by the Member for possible inclusion, at the discretion of the Member, in their Assessment Package. The Chair or program director shall provide such letter.
- 21.13 ~~The evaluation of a~~ Any course taught by a Member on overload will be considered as part of the materials for Tenure, Promotion, and Performance Review.

### **Probationary Period**

- 21.14 The maximum duration of a Tenure-track Appointment is six (6) consecutive years of full-time employment from the date of the Tenure-track Appointment, exclusive of extensions granted for ~~other~~ reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave.
- 21.15 The maximum length of ~~the~~ a Probationary period for part-time Tenure-track Appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

### **Guidelines and Documentation Templates for Assessment Purposes**

- 21.16 The exact nature of information considered relevant in the consideration of Members for Tenure and Promotion to Associate Professor, Promotion to Professor, or for Review of Members, is to be decided upon by the Members of

the Department and articulated in a Guidelines document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect immediately prior to the period under review. The criteria for Tenure, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3) of the Members of the Department, and also by the College Committee and the Provost.

- 21.17 All Members are to be informed in writing by the Department Chair of any amendments to ~~these criteria~~ Guideline documents. All Members, at the time of initial appointment, are to be given a copy of the approved Departmental ~~criteria~~ Guideline document that will be used for Promotion, Tenure, and Review purposes.

### **Member Templates**

#### *21.18.1 Progress Template*

A template for the purpose of Tenure and Promotion considerations (i.e., progress toward ~~the granting of~~ Tenure and Promotion to Associate Professor and ~~applications for Tenure and Promotion to Associate Professor and~~ progress toward Promotion to Professor) in which each Tenure-track Faculty Member in that College will document his/her relevant lifetime scholarly contributions, activities, and accomplishments. This completed template, which includes Student Feedback Questionnaire results and/or completed In-class Peer Observation Form(s), or links to same, will be ~~included in~~ part of the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, and Service, or links to same ~~and publication reprints~~.

#### *21.18.2 Performance Assessment Template*

A template for the purpose of performance assessment in which each Faculty Member in that College will document ~~his/her~~ their relevant scholarly contributions, activities, and accomplishments. This completed template, which includes Student Feedback Questionnaire results and/or completed In-class Peer Observation Form(s), or links to same, will be ~~included part of in~~ the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, and Service, or links to same ~~and publication reprints~~.

21.18.XX [old 21.18.8 relocated] The Member Templates, which must conform with the Collective Agreement and approved Department Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Tenure and Promotion committees. The Template shall be protected from further changes once completed and submitted by the Member, except as specified in 21.18.xx.1.

21.18.XX.1 [old 21.18.8.1 paragraph 2] Where a Member believes the eCV system precludes him/her from completing his/her Member Template in accordance with approved Department Guidelines and the Collective Agreement, he/she they shall raise the issue with the Office of Faculty and Academic Staff Relations. Should no resolution be reached, the Faculty Member shall have the option of appeal to the Dean. The Dean shall provide a written response, with reasons, within ten (10) days.

### **Department Committee Templates**

#### 21.18.3 Performance Assessment – Biennial Year

A Department Committee Performance Assessment Report, ~~which~~ will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's performance in the preceding two (2) year period. Such Report shall also include the performance rater for each individual area of effort and the overall performance rater.

#### 21.18.4 Performance Assessment – Non-Biennial Year

A Department Committee Performance Progress Report, ~~which~~ will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's performance in the preceding one (1) year period. Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than "Good."

#### 21.18.5 Tenure-track Faculty – Progress Feedback

A Department Committee Progress Report, ~~which~~ will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's progress toward the granting of Tenure and Promotion to ~~the rank of~~ Associate Professor.

#### 21.18.6 Tenure and Promotion to Associate Professor – Application or Final Year Consideration

A Department Committee Tenure and Promotion Report, ~~which~~ will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's Application or final year consideration for the granting of Tenure and Promotion to Associate Professor.

#### 21.18.7 Promotion to Professor – Application

A Department Committee Promotion Report, ~~which~~ will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's application for the granting of Promotion to Professor.

#### ~~21.18.8 The Member Templates, which must conform with the Collective Agreement and approved Department Guidelines, will define the~~

~~document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Tenure and Promotion committees. The Template shall be protected from further changes once completed and submitted by the Member, except as specified in 21.18.8.1.~~

~~21.18.8.1 Members have the right to update their submission by August 31<sup>st</sup> with information that could not reasonably have been provided by the original submission deadline.~~

~~Where a Member believes the eCV system precludes him/her from completing his/her Member Template in accordance with approved Department Guidelines and the Collective Agreement, he/she shall raise the issue with the Office of Faculty and Academic Staff Relations. Should no resolution be reached, the Faculty Member shall have the option of appeal to the Dean. The Dean shall provide a written response, with reasons, within ten (10) days.~~

- 21.21 The Department Committee Promotion Report (as per 21.18.7) will be retained in the Assessment File of the Member until the current Tenure and Promotion deliberations are ~~completed~~ concluded (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

### **External Assessors**

21.22 Written opinions of the Member's research and other scholarly activities by experts in the Member's field are required to support a recommendation for the granting of Tenure and Promotion to Associate Professor and for Promotion to Professor. External assessments are very important as part of the deliberations process but are not determinative. The Provost, in consultation with the Deans, and through consultation with the College Tenure and Promotion Committees, will devise the process by which external assessment will be sought for the conferring of Tenure and Promotion to Associate Professor and the granting of Promotion to Professor within the College. The following principles will apply:

- a) Normally, External Assessors will be persons who have an "arm's length" relationship to the Member and who are not members of this University;
- b) The normal number of external assessments ~~to be~~ obtained will be three (3);
- c) The Department Chair and the Member will agree upon a list of six (6) individuals who would be ~~which individuals are~~ acceptable Assessors and will forward this list to the Dean. If agreement cannot be reached, the Department Committee will decide on the acceptable Assessors;
- d) If three (3) external assessments are not obtained from the list of six (6) in c) above, the process in c) shall be repeated to name two (2) more individuals, if one (1) additional external assessment is needed, and three (3) more individuals, if more than one (1) additional external assessment is needed. This process will be repeated until three (3) external

assessments are obtained.

- e) The Dean will be responsible for communicating with Assessors as per c). The information sent to the Assessors will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean of the Faculty Member's College;
- f) All assessments will be in writing;
- g) The following information will be made available (see also Article 21.26.1 and 21.63.1) to the External Assessors:
  - 1) ~~applicable Guidelines/Criteria for Tenure and Promotion;~~
  - 2) ~~the Faculty Member's Curriculum Vitae;~~
  - 3) ~~a copy of the Member's DOE;~~
  - 4) ~~a selection of reprints of the Faculty Member's published work, chosen by the Faculty Member; and~~
  - 5) ~~any other evidence of Scholarship as determined by the Faculty Member.~~
- 1) applicable approved Departmental Guidelines document(s);
- 2) the Faculty Member's materials, which include:
  - a) their lifetime electronic Curriculum Vitae (eCV) (the completed Member Progress Template, which includes the required-SFQs and/or completed In-Class Peer Observation Form(s));
  - b) published work chosen by the Faculty Member, or links to same in a) above;
  - c) any other evidence of Scholarship as determined by the Faculty Member, or links to same in a) above; and
  - d) any other information that the Member wishes to include;
- 3) the Member's DOE or DOE history.
- h) It is the responsibility of the Dean to ensure that external assessment letters are provided to the Chair prior to the commencement of the Department Committee deliberations process; and
- i) It is the responsibility of the Chair to ensure that external assessment letters are included in the Faculty Member's Assessment file prior to the commencement of the deliberations process.

### **Department Tenure and Promotion Committee**

21.23 The role of the Department Tenure and Promotion Committee shall be the following:

- a) assess the Faculty Member's performance and complete a Department Committee Performance Assessment Report to be considered as input to

- the College Tenure and Promotion Committee;
- b) assess the Faculty Member's progress toward the conferral of Tenure and Promotion to Associate Professor and complete a Department Committee Progress Report to be considered as input to the College Tenure and Promotion Committee ~~as part of the feedback to the Faculty Member~~;
  - c) assess the Faculty Member's application (~~or final year consideration~~) for the conferral of Tenure and Promotion to Associate Professor and complete a Department Committee Tenure and Promotion Report to be considered as input to the College Tenure and Promotion Committee as part of the Tenure and Promotion decision;
  - d) assess the Faculty Member's application for Promotion to Professor and complete a Department Committee Promotion Report to be considered by the College Tenure and Promotion Committee as part of the promotion decision;
  - e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor.

*Election of Department Members of the Department Tenure and Promotion Committee*

21.25 Every Tenured Faculty Member in the Department is eligible to be nominated to serve as a Department Member on the Department Tenure and Promotion Committee except:

- a) ~~T~~hose who are already members of the Committee,
- b) ~~T~~hose who will be unavailable for the meetings of the Committee,
- c) ~~T~~he Department Member of the College Committee,
- d) ~~T~~he College Member,
- e) ~~T~~hose who have served two consecutive terms over the past four years,
- f) ~~T~~he College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.25.1 Nominations to the Committee must be signed by a proposer and a seconder from within the Department and by the nominee and must be submitted to the Chair's office on or before the end of a ~~two~~one-week nomination period.

21.25.2 The election of Members to the Committee will be conducted by the Chair or ~~his/her~~ their designate and the most recently appointed and willing Assistant Professor ~~available~~ within the Department, who will also both serve as the enumerators and who will inform the Department of the results. The election will be organized so that half the Department Members of the Department Tenure and Promotion Committee will be elected each year. The election period shall be for one week immediately following the one-week nomination period and shall occur electronically.

21.25.3 All Faculty Members in the Department holding ~~€~~Tenured, Tenure-track, or full-time ~~e~~Contractually-limited appointments of more than 12 months



shall be eligible to vote.

21.25.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her their choice. The Chair is also eligible to vote. In the case of a tie, the Chair will have the deciding vote.

21.25.5 Each Department Member of the Department Tenure and Promotion Committee will be elected for a two-year term. ~~his/her~~ They will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Department Member of the Department Tenure and Promotion Committee.

~~21.26 With the exception of Article 21.43 and 21.44, it is the Faculty Member's responsibility to confirm his/her eCV by August 15th to be considered by the Tenure and Promotion Committees.~~

~~21.26.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Tenure and/or Promotion Processes, a Member may, in addition to the eCV, attach supplemental materials. In the supplemental materials, the Member shall include only those components of the Member's contributions that are not able to be appropriately captured in the eCV.~~

#### *Submission by Members of the Member Template PDF File*

New 21.26 With the exception of 21.46 and 21.47, it is the Faculty Member's responsibility to submit their finalized Member Template PDF file by August 15<sup>th</sup> to be considered by the Tenure and Promotion Committees. It is the responsibility of the Member to ensure that their Member Template PDF file includes the required SFQs and/or completed In-Class Peer Observation Form(s). Each Member will receive an acknowledgement of the submission of their PDF file.

New 21.26.1 [Former 21.18.8.1] Members have the right to update their Member Template PDF file by August 31<sup>st</sup> with information that could not reasonably have been provided by August 15<sup>th</sup>.

New 21.26.2 If, despite the good faith efforts of the Member, the Member Template PDF file cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that they may be disadvantaged through the Tenure and/or Promotion Processes, the Member may, in addition to the Member Template PDF file, attach supplemental materials. In the supplemental materials, the Member shall include only those components of the Member's contributions that cannot be appropriately captured in the

Member Template PDF file.

New 21.26.3 The Dean may verify that the required Student Feedback Questionnaires and/or completed In-class Peer Observation Forms are submitted.

- 21.27 The Chair shall ensure the Faculty Member is informed in writing when information relevant to the current Tenure, Promotion, and Review period is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten (10) days, and to append documentation to the Assessment File should ~~he/she~~ they so wish.
- 21.28 The Chair shall ensure that documentation pertaining to the Faculty Member's DOE, ~~teaching/course evaluations~~, and letters of external assessment (where applicable), are properly included in the Member's Assessment file prior to the commencement of the deliberations process.

### **College Tenure and Promotion Committee**

- 21.30 The role of the College Tenure and Promotion Committee shall be to:
- a) receive for approval the Guidelines for Tenure and Promotion;
  - b) assess the Faculty Member's performance and/or progress toward the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor at the College level;
  - c) consider the Departmental assessment and recommendation;
  - d) ensure the Departmental assessment is consistent with the Guidelines and standards of performance established by the Department;
  - e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor;
  - f) consider the Dean's written assessment of service as Chair, for Chairs. Such assessment shall be provided to the Chair at least ten (10) days prior to the college meeting so as to allow the opportunity for the Chair to append a written response, should ~~he/she~~ they so wish;
  - g) submit positive recommendations for the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor to the President for decision;
  - ~~h) submit all recommendations to the Provost; and~~
  - ~~hi) issue a letter to the Faculty Member communicating the College Committee's assessment and recommendation according to the provisions of Article 21.46; and~~
  - i) submit all letters of recommendation from the College Committee to the Provost.

### *Election of Department Members of the College Tenure and Promotion Committee*

21.32 Every ~~T~~tenured Faculty Member in the College is eligible to be nominated to serve as a Department Member on the College Tenure and Promotion Committee except:

- a) ~~T~~those who are already members of the Department Tenure and Promotion Committee,
- b) ~~T~~those who will be unavailable for the meetings of the Committee,
- c) ~~T~~the College Member,
- d) ~~T~~those who have served two consecutive terms over the past four years,
- e) ~~T~~the College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.32.1 Nominations to the Committee must be signed by a proposer and a seconder from within the Department and by the nominee and must be submitted to the Chair's office on or before the end of a ~~two~~one-week nomination period.

21.32.2 The election of Members to the Committee will be conducted by the Chair or ~~his/her~~ their designate and the most recently appointed and willing Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. In a case where there is no Assistant Professor, the most recently appointed and willing Associate Professor shall serve. The election period shall be for one week immediately following the one-week nomination period and shall occur electronically.

21.32.3 All Faculty Members in the Department holding tenured, tenure-track, or full-time contractually-limited appointments of more than twelve (12) months shall be eligible to vote.

21.32.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of ~~his/her~~ their choice. The Chair is also eligible to vote. In the case of a tie, the Chair will have the deciding vote.

21.32.5 Each Department Member of the College Tenure and Promotion Committee will be elected for a two-year term. ~~He/she~~ They will be eligible to serve two consecutive terms upon election for each term, and then must take an absence of one term before being eligible for reelection as the Department Member of the College Tenure and Promotion Committee.

### *Election of the College Member*

21.33 Every ~~T~~tenured Faculty Member in the College is eligible to be nominated to serve as the College Member except:

- a) ~~T~~those who are already members of the Department Tenure and Promotion

Committee,

- b) ~~Those~~ who are already members of the College Tenure and Promotion Committee,
- c) ~~Those~~ who will be unavailable for the meetings of the Committees,
- d) ~~Those~~ who have served two consecutive terms over the past four years,
- e) ~~The~~ College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.33.1 Nominations for the Committee must be signed by a proposer and a seconder from within the College and by the nominee and must be submitted to the Dean's office on or before the end of a ~~two~~one-week nomination period.

21.33.2 The election will be conducted by the Dean or ~~his/her~~ their designate, who will also serve as the enumerator and who will inform the College of the results.

21.33.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of ~~his/her~~ their choice. In the case of a tie, the Provost and Vice-President (Academic) will have the deciding vote.

21.33.5 The College Member will be elected for a two-year term. ~~He/she~~ They will be eligible to serve two consecutive terms upon election for each term, and then must take an absence of one term before being eligible for reelection as the College Member.

21.33.7 In each biennial Performance Assessment Year, each College Member may choose to have their DOE adjusted (single course release if operationally feasible and, if not, as otherwise agreed between the Member and the Dean) to reflect the amount of Service such a position would require.

### **Committee Mode of Operations**

21.36 The Faculty Member's performance will be evaluated solely on the basis of the material contained in the Assessment File and therefore accessible to the Faculty Member prior to the meeting of the Department Committee (i.e., evaluations deliberations and assessments cannot be based on hearsay information).

21.XX The meetings of the Committees must be scheduled so that the College Member is able to attend.

21.XX Quorum for each Committee will be one less than the full Committee.

### **Review of Progress Towards Tenure and Promotion to Associate Professor**

21.39 Each year, Tenure-track Faculty Members at any rank will submit a completed Progress towards Tenure Member Template PDF file Template to the Chair according to the timelines indicated in this Article. They shall receive an

acknowledgement of the submission of their PDF file. The progress towards Tenure and Promotion to Associate Professor of all Tenure-track Faculty Members will be considered by the Department and College Tenure and Promotion Committees. Feedback in the form of a written Progress Report will be provided by the Dean to the Faculty Member.

- 21.40 The Chair shall, prior to the commencement of the Department Committee deliberations, meet with each Tenure-track Faculty Member to review ~~his/her~~ their Assessment File. The Dean shall, upon written request by the Faculty Member and within ten (10) days of receipt of such written request, meet with the Faculty Member to review ~~his/her~~ their Assessment File.

### **Granting of Tenure**

- 21.41 Failure to submit a Progress towards Tenure Member Template PDF file ~~the completed and confirmed eCV Progress Template~~ (as per 21.18.1 and 21.26.1) ~~to the Chair~~ by the timelines indicated in this Article, without prior written approval from the Dean ~~and Provost~~, will result in the determination that progress has not been made toward granting of Tenure and Promotion to Associate Professor, and such decision shall be recorded in the Member's Assessment File.

21.41.1 In the final year of candidacy for Tenure and Promotion to Associate Professor, failure to submit a Progress towards Tenure Member Template PDF file ~~the completed and confirmed eCV Progress Template~~ (as per 21.18.1 and 21.26.1) ~~to the Chair~~ by the timelines indicated in this Article, without prior written approval from the Dean ~~and Provost~~, ~~will~~ may result in the termination of the Faculty Member's Tenure-track Appointment.

- 21.43 Further to Article 21.39, a Faculty Member may apply for the ~~early~~ granting of Tenure and conferring of Promotion to Associate Professor in either the third, fourth or fifth year of appointment. Such application, including the name and full contact information of ~~six (6)~~ External Assessors as per Article 21.22 c) and d), shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) ~~(g)~~ (g)(1, 2, and 3, 4 and 5) shall be provided by the Member to the Dean by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

### **Promotion to Professor**

- 21.44 Consideration for Promotion to the rank of Professor will occur only on application of the Member. Such application, including the names and full contact information of External Assessors per Article 21.28 c) and d) ~~six (6) External Assessors~~, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) ~~(g)~~ (g)(1, 2, and 3, 4 and 5) shall be provided by the Member to the Dean by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

### **Deliberations Process and Communication of Decision**

21.49 Following consultation with the Provost, the President will make an expeditious decision either to grant tenure immediately or to deny tenure, and will communicate ~~his/her~~ their decision to the Faculty Member immediately. The new rank will become effective the following July 1st. In the case of a denial of tenure, reasons will be provided.

### **Appeals of Tenure and/or Promotion Denials**

21.51 The appellant Faculty Member may request to see ~~his/her~~ their Official File/Assessment File, which includes the signed Report(s) (as per article 21.18) from the Department Committee. Letters from external assessors will be provided upon request, but they shall be provided by the Dean without attribution and with any personally identifying information removed.

### **University Tenure and Promotion Appeals Committee**

21.53 No Member may serve more than two (2) consecutive two-year terms upon election for each term. A Member may be eligible for re-election to the University Tenure and Promotion Appeals Committee after an absence of one term.

21.54.1 Nominations to the Committee must be signed by a proposer and a seconder from within the College and by the nominee and must be submitted to the Dean's office on or before the end of a ~~two~~one-week nomination period.

21.54.2 The election will be supervised by the Assistant Vice-President (Faculty and Academic Staff Relations) who with the Dean or ~~his/her~~ their designate will be enumerators and will inform the College of the results. The election period shall be for one week immediately following the one-week nomination period and shall occur electronically.

21.54.3 All Faculty Members in the College holding tenured, tenure-track or full-time contractually-limited appointments of more than twelve (12) months shall be eligible to vote for the Representative and Alternate from the College.

21.54.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of ~~his/her~~ their choice. In the case of a tie, the Provost and Vice President (Academic) will have the deciding vote.

21.54.5 The College Representative and Alternate will be elected for a two-year term. They will be eligible to serve two consecutive terms upon election of each term, and then must take an absence of one term before being eligible for reelection to the University Tenure and Promotion Appeals Committee.

21.56 The Faculty Member may choose to appear before the Appeals Committee, if ~~he/she~~ they request in writing. Whether or not ~~he/she~~ they wishes to appear, ~~he/she~~ they may submit a written statement and attach materials (which may be new) in support of the appeal of the decision not to grant Tenure and Promotion to Associate Professor. ~~and to terminate the appointment.~~ The Member may choose to be accompanied by a representative of the Association.

21.59 The Provost may, where ~~he/she~~ they considers it appropriate, extend the Faculty Member's probationary period to permit reconsideration of the case by the Department and College Committees.

### **Decision of the President**

21.60 Following the hearing of all appeals, the University Tenure and Promotion Appeals Committee shall forward its recommendations to the President. The President shall inform the Faculty Member and the Department Committee Chair in writing of the decision of the University. The Association shall be copied.

21.xx In the event that the President denies tenure after a positive recommendation from the College Tenure and Promotion Committee, or a positive recommendation from the University Tenure and Promotion Appeals Committee, the President's decision letter to the Member, copied to the Association, shall provide the reason(s) for the negative decision. At the written request of the Member to the President, an Academic Panel shall be appointed. The Academic Panel shall be composed of one Tenured Faculty Member nominated by the Association and one Tenured Faculty Member nominated by the University. The nominees will agree to a third Tenured Faculty Member to be chair. The Assessment File, along with clarifying information provided by the Member addressing the reason(s) given in the President's letter, shall be considered. The written recommendation of the Panel will be provided to the President for consideration. The President shall write a final decision letter to the Member. The Association shall receive a copy of the President's final decision letter.

### **Performance Review**

21.62 The biennial performance review of tenure-track or the biennial review of tenured Faculty Members and the annual performance reviews of Contractually Limited Faculty Members provide to each Faculty Member a rating of either "Unsatisfactory," "Improvement Required/Developmental," "Good," "Very Good," or "Outstanding" in each of area of effort: Teaching, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Faculty Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member's DOE during the review period.

21.63 Each Faculty Member must submit ~~his/her~~ their Member Template PDF file completed and confirmed eCV Performance Assessment Template to the Chair by August 15<sup>th</sup> in the year they are being reviewed. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation. It is the responsibility of the Member to ensure that their Member Template PDF file includes the required SFQs and/or completed In-Class Peer Observation Form(s).

21.63.1 If, despite the good faith efforts of the Member, the Member Template

PDF file eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that ~~he/she~~ they may be disadvantaged through the Performance Assessment Process, a Member may, in addition to the Member Template PDF file eCV, attach supplemental material. In the supplemental materials, the Member shall include only those components of the Member's contributions that are not able to be appropriately captured in the Member Template PDF file eCV.

- 21.64 Failure to ~~confirm~~ submit a Member Template PDF file the eCV Performance Assessment Template to the Chair by August 15<sup>th</sup>, without prior approval from the Dean, and ~~Provost~~, will result in an "Unsatisfactory" Performance a Assessment.

### **Appeals of Performance Review**

- 21.68 Within fifteen (15) days of the date of issuance of the letter from the Dean, a Faculty Member who has received an overall performance rating of less than "Good" may appeal to the chair of the University Tenure and Promotion Appeals Committee.
- 21.68.1 A Tenure-track Faculty Member may appeal to the Chair of the University Tenure and Promotion Appeals Committee any overall performance rater and/or individual performance rater.
- 21.69 The appellant Faculty Member may request to see ~~his/her~~ their Official File/Assessment File, which includes the signed Performance Assessment Report from the Department Committee.
- 21.71 A Faculty Member who has received a performance assessment of less than "Good" may choose to appear before the University Tenure and Promotion Appeals Committee if ~~he/she~~ they requests in writing. Whether or not ~~he/she~~ they wishes to appear, ~~he/she~~ they may submit a written statement.

### **Article 33 - Continuing Appointment, Promotion, and Review of Veterinarians**

- 33.15 Each Veterinarian shall have a review of her/his performance in the area of Professional Practice written by the person to whom the Veterinarian reports (her/his Director)- or Associate Dean, Clinical Program).

33.15.1 Such Report shall form part of the Member's Assessment File for the purpose of Continuing Appointment and Promotion. The Veterinarian Member shall be provided an opportunity to respond verbally and in writing.

#### *33.16.3 Performance Assessment –Biennial Year*

A MCA Committee Performance Assessment Report, which will form the basis of the MCA Committee's report to the UCA Committee on its overall assessment of performance for Continuing Appointment track



Veterinarian Members and Veterinarian Members applying for promotion.  
The written review shall focus on the effectiveness of the Member at meeting University established criteria (that have been promulgated) and the general competence with which the duties and responsibilities of the position are carried out. The review will include the overall rater.

*Members Continuing Appointment Committee (MCA)*

33.21 The role of the MCA Committee shall be to:

- a) consider the report from the Director or Associate Dean, Clinical Programs;

33.26 The role of the UCA Committee shall be to:

- c) consider the MCA Committee assessment and recommendation and the report from the Director or Associate Dean, Clinical Programs for Veterinarian Members applying for Continuing Appointment or Promotion;

33.34 The Nominating Committee requests nominations from Veterinarians at least ~~two~~ (2) weeks ~~one (1) week~~ prior to the commencement of an election. The MCA Committee election period shall be held during January for one week immediately following the Nominating Committee elections, and the Veterinarians will be informed of the results of the election prior to elections for the UCA Committee and the UV Appeals Committee. The outgoing Nominating Committee conducts the elections for the successor Committee.

33.35 Voting will be by ~~secret ballot, submitted in double envelopes, the outer signed by the voter, to the Nominating Committee by the deadline specified by said Committee.~~ electronic secret ballot. The Nominating Committee will inform the University Veterinarians and the Association of the results.

*Continuing Appointment and Promotion for Veterinarians*

33.39 Each year, all continuing appointment-track and multi-year Contractually Limited Veterinarians will submit a completed Progress Template to the chair of the MCA Committee according to the timelines indicated in this Article. The progress towards continuing appointment and promotion to Associate Veterinarian of all Continuing Appointment-track Veterinarians will be considered by the MCA Committee and the UCA Committee and feedback in the form of a Progress Report will be provided by the Dean/AVPR to the Member and copied to his/her Director or Associate Dean, Clinical Programs.

33.56 The UVA Committee may request the Veterinarian, his/her Director or Associate Dean, Clinical Programs, the chair of the MCA Committee, the Dean/AVPR or any other member of the MCA or the UCA Committees to appear before it.

33.63 Following consideration by the UCA Committee, the Dean/AVPR will provide in writing (and signed by all members of the UCA Committee who were present for the relevant deliberations) the assessment of the Veterinarian's performance to the Member and also copy it to his/her Director or Associate Dean, Clinical Programs. The letter to the Member will include explicit mention of the Member's right to appeal the assessment, as per Article 33.64, and to contact the Association.

33.66 The UVA Committee may request the Veterinarian, the Director or Associate Dean, Clinical Programs, the Dean/AVPR and any other member of the MCA or UCA Committees to appear before it as part of the appeal process.

Mutatis Mutandis as per Article 21

**Article 44 – Maternity and Parental Leave**

This is a housekeeping item. Clause 44.11 changes were agreed to and included in the MOS last round of bargaining but the changes identified below in c) were not made to the CA.

44.11 During the period of Maternity and/or Parental Leave as specified above, an eligible Member shall receive from the University:

- a) for the first two (2) weeks, 100% of his/her normal salary, less any applicable EI weekly earnings;
- b) for up to a maximum of twenty-eight (28) additional weeks of Maternity and/or Parental Leave, an amount equal to 95% of his/her normal salary, less any applicable EI weekly earnings;
- c) for any remaining period of Parental Leave beyond thirty (30) weeks, Supplemental Income Benefits equal to 25% of her/his normal salary weekly EI earnings, but no more than 100% of his/her normal salary, less any applicable EI

**Article 53 - Compensation**

53.5 The Salary Floor for Faculty and Veterinarian Members shall be:

Note: The salary floors in 53.5 and 53.6 will be adjusted to reflect a 1.0% ATB increase for duration of agreement. The below figures represent an approximation of this increase. (Note: +/- \$1 due to rounding per University practice).

| <b>Rank</b>                                   | <b>2020/21</b> | <b>2021/22</b> | <b>2022/23</b>   | <b>2023/24</b>   |
|---|----------------|----------------|------------------|------------------|
| Professor or Veterinarian                     | \$104,484      | \$105,529      | <u>\$106,584</u> | <u>\$107,650</u> |
| Associate Professor or Associate Veterinarian | \$95,962       | \$96,922       | <u>\$97,891</u>  | <u>\$98,870</u>  |
| Assistant Professor or Assistant Veterinarian | \$90,755       | \$91,663       | <u>\$92,580</u>  | <u>\$93,506</u>  |

53.6 The Salary Floor for Librarian Members shall be:

| <b>Rank</b>         | <b>2020/21</b> | <b>2021/22</b> | <b>2022/23</b> | <b>2023/24</b> |
|---------------------|----------------|----------------|----------------|----------------|
| Librarian           | \$88,070       | \$88,954       | \$89,841       | \$90,739       |
| Associate Librarian | \$78,687       | \$79,474       | \$80,269       | \$81,072       |
| Assistant Librarian | \$72,957       | \$73,687       | \$74,424       | \$75,168       |

### **Base Increases - Cost of Living Increase**

53.7 Prior to the application of any salary increase (including Annual Career Increments and any applicable Performance Increase), the base salary of each Member will be increased effective the dates set out below:

~~July 1, 2017: 1.25%~~  
~~July 1, 2018: 1.50%~~  
~~July 1, 2019: 1.50%~~  
~~July 1, 2020: 1.50%~~

July 1, 2022: 1.00%  
July 1, 2023: 1.00%

### **Annual Career Increment**

53.9 Subject to Article 53.10 below, the base salary of each Member shall be increased as follows:

~~July 1, 2017: \$2,550~~  
~~July 1, 2018: \$2,550~~  
~~July 1, 2019: \$2,550~~  
~~July 1, 2020: \$2,650~~

July 1, 2022: \$2,677  
July 1, 2023: \$2,695

NOTE: Remainder money for the period July 1, 2022 – June 30, 2023 and July 1, 2023 – June 30, 2024, will be distributed equally among Members as an ACI

### **Performance Increments**

53.11 A performance-based recognition fund will be established and shall be awarded as one-time lump sums on ~~July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020~~ July 1, 2022 and July 1, 2023 respectively on the basis of performance evaluations for each Faculty, Librarian, and Veterinarian Member as follows: The performance increment pool shall be established by multiplying the applicable value (below) by the total number of all Members on ~~July 1, 2022-17, July 1, 2023-18, July 1, 2019, and July 1, 2020~~ respectively.

July 1, 2017: \$800  
July 1, 2018: \$900  
July 1, 2019: \$1,000  
July 1, 2020: \$1,100

July 1, 2022: \$1,100  
July 1, 2023: \$1,100

### **Professional Development Reimbursement (PDR)**

53.36 Each eligible Member may claim reimbursement of eligible expenses up to a value of:

July 1, 2017: \$2,000  
July 1, 2018: \$2,050  
July 1, 2019: \$2,100  
July 1, 2020: \$2,150

July 1, 2022: \$2,150  
July 1, 2023: \$2,150

53.45 Items for which reimbursement may be claimed are restricted to the following:

j) Open Access Journal publication fees for journals that are listed in the Directory of Open Access Journals.

k) Domain hosting fees.

*Timing and payment of PDR:*

53.46 Due to administrative costs it is hoped that Members would, whenever possible, submit one claim for the PDR, but no more than two (2) claims per fiscal year. Other variations regarding timing and payment of PDR include the following:

### **Pension**

~~53.47 Plan text amendments (except those required by legislation) for the Professional Pension Plan that would modify the benefit levels for the plan for Members shall require the written agreement of UGFA.~~

### **Member Contributions**

~~53.48 Schedule of Rate Changes~~

~~The Parties agree that the maximum contribution rates of Members shall be adjusted as follows:~~

| <del>Date</del> | <del>Below YMPE</del> | <del>Above YMPE</del> |
|-----------------|-----------------------|-----------------------|
|-----------------|-----------------------|-----------------------|

|                |       |        |
|----------------|-------|--------|
| July 1, 2017*  | 7.78% | 9.48%  |
| July 1, 2018   | 8.18% | 9.88%  |
| July 1, 2019   | 8.58% | 10.28% |
| July 1, 2020   | 8.99% | 10.69% |
| *current rates |       |        |

53.47 Members are plan members of the University Pension Plan (UPP), as per the UPP Plan Text and reliant on any future changes to the UPP Plan Text.

## **Letters of Understanding**

Renewed LOUs - 1, 4, 9, 12, Placement of Student letters of Complaint in a Member's Official File,

Non-renewed LOUs – 10, 13, 14

Revised and New LOUs:

### **Letter of Understanding 2 – ~~Course/Teaching Evaluation~~ Student Feedback Questionnaires (SFQs)**

The Parties agree that this Letter shall form part of the Collective Agreement.

Each Member has the option of choosing to ~~be evaluated~~ receive feedback, during the ~~student evaluation~~ SFQ process, by use of either an electronic or paper (in class) ~~evaluation instrument~~ SFQ. Where more than one Member is associated with a particular course, there will be agreement amongst the Members as to whether the ~~evaluation~~ SFQ will be completed electronically or in class. Where agreement cannot be reached on one method of delivery, the Chair will decide. The Provost will establish the protocol by which student ~~evaluation~~ SFQs are conducted.

The results of ~~SFQ, including both detailed comments and numerical ratings~~, shall not be released publicly by the University, without prior written agreement of the Member. Each year in September, the Provost shall circulate a Memorandum to Members informing them as to their options to ~~be evaluated in~~ use a paper or electronically format and to participate or not in the release of the results as per the terms of this Article. No Member shall be compelled to consent to the release of teaching ~~evaluation~~ SFQs.

Should a new course/teaching evaluation enterprise system be implemented during the life of the Collective Agreement, the Parties will meet within ten (10) days of the request to meet to discuss and reach mutual agreement on amendments to this LOU.

### **Letter of Understanding 3 – Sick Leave – revised**

The Parties agree that this Letter shall form part of the Collective Agreement.

It is understood between the Parties that this Letter applies to a Member who holds a Tenure-track/Continuing Appointment-track, Tenured or Continuing Appointment. When such Member has completed and submitted an application for Long Term Disability (LTD), with the assistance of Occupational Health and Wellness, and has not received a decision from the insurance carrier, and whose absence due to illness continues beyond ninety (90) calendar days of Sick Leave, the University may in its sole discretion continue Sick Leave to such Member until such time that the insurance carrier decision has been received. The Member must actively pursue and participate in the process to obtain Long Term Disability Benefits. The Member will reimburse the University in accordance with

Canada Revenue Agency guidelines once a decision from the insurance carrier is received.

### **Letter of Understanding 5 – Human Rights and Health & Safety**

The Parties agree that if a Member is a named respondent to a Workplace Harassment complaint made pursuant to the Ontario Occupational Health and Safety Act, such complaint investigations shall be conducted by the Office of Faculty and Academic Staff Relations (FASR) when a non-Human Rights based complaint, or by the Office of Diversity and Human Rights (DHR) when the complaint is Human-Rights based. The procedure for investigation, whether by FASR or DHR, shall be consistent with the formal procedure as outlined in the University of Guelph *Human Rights Policies and Procedures* and/or Article 39 of the Collective Agreement.

### **Letter of Understanding 6 – Performance Review of Veterinarian by Director Outside of the Process indicated in Article 33**

The Parties agree that this Letter shall form part of the Collective Agreement.

Activity updates conducted by the Director will focus on the effectiveness of the Veterinarian Member at meeting University-established criteria and the general competence with which the duties and responsibilities of the position are carried out. The Director will meet individually with each Veterinarian Member to discuss his/her performance assessment. The Director will provide to the Veterinarian Member, in writing, within fifteen (15) days of the meeting with the Member, an activity update report. The Veterinarian shall be provided with an opportunity to respond verbally and in writing. A copy of the Activity Update report from the Director and the response from the Veterinarian Member shall be placed into the Veterinarian's Member's Official File (NOT the Veterinarian's Member's Assessment File).

### **Letter of Understanding 7 – Benefits**

The Parties agree that this Letter shall form part of the Collective Agreement.

Effective on ~~the first day of the second month following ratification~~ January 1, 2023, the following amendments shall be made to the Extended Health Care plan:

- a) Increase the annual dollar allocation for psychological services from ~~\$300-1200~~ per calendar year to \$1,200 2000 per calendar year. Coverage includes counselling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, occupational therapists, or clinical counselors registered by the Provincial governing body in the Canadian province in which the services are provided;
- b) Introduction of the pooling of individual paramedical practitioners services (Chiropractor, Osteopath, Chiropodist/Podiatrists, Acupuncture, Naturopath, Speech Therapist, Massage Therapist) dollar allocations to a combined dollar

allocation of \$2500 per year with a \$75/per visit maximum.

- c) Increase the dollar allocation for vision care from \$350 every 24 months for adults and 12 months for children to \$500 every 24 months for adults and 12 months for children.
- b) ~~Include coverage for non-oral contraceptives as prescribed by a physician provided that the contraceptive has a drug identification number (DIN); and,~~
- e) ~~Remove the requirement for a physician's referral for massage therapy.~~

~~Effective July 1, 2017, the Scholarship Plan offered to spouses/partners and dependents shall be amended such that the cap on scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program.~~

~~Effective on the first day of the second month following ratification, the following amendment shall be made to the Long-Term Disability Plan: move the current cap of \$6,000 per month to a cap of \$12,000 per month.~~

**(NOTE: items b) and c) are removed from the LOU as they are already in the benefits plan. We do not list other coverage from the plan in the CA. Employer cannot change the plan without Agreement.)**

## **Letter of Understanding 8 – Essential Services**

Further to Article 56 (NO STRIKE OR LOCKOUT), the Parties agree that the following essential services will be maintained by Members of UGFA in the event of a legal strike or lockout.

### 1) Medical Care of Animals

UGFA agrees that its Members will provide services of the OVC Health Sciences Centre on a basis analogous to that used for the Health Sciences Centre Holiday Schedule. Delivery of Ruminant/Swine Field Services is required as part of ~~our~~ the University's contractual obligations to external clients and will be provided on a continuous basis as required.

## **Letter of Understanding 11 – Ontario Agricultural College (OAC) Veterinarians Continuing Appointment and Promotion (CAP) Committee**

The Parties agree that this Letter shall form part of the Collective Agreement.

Except as noted in this LOU, Article 33: Continuing Appointment, Promotion, and Review of Veterinarians, shall be followed.

For the duration of this Collective Agreement, the review of Veterinarians Members at Ridgetown, or any other Veterinarian reporting through to the Dean of OAC, shall be reviewed as follows:



For the OAC CAP Committee: membership shall be the Dean (OAC) who shall chair the committee, Chair, Animal Biosciences; ~~two~~ three (3) elected Veterinarians of whom two (2) are elected Veterinarian(s) from OAC, where possible, and one (1) Veterinarian is elected from the membership of the Members Continuing Appointment (elected University-MCA) Committee. If fewer than two (2) nominations of OAC Veterinarians are received, then remaining nominations of Veterinarian(s) must be from another area ~~who shall serve on all MCA Committees.~~

## **Letter of Understanding - Assessment of Teaching**

The Parties agree that this Letter of Understanding shall form part of the Collective Agreement.

### Student Feedback Questionnaires

10. Student Feedback Questionnaire questions shall be as jointly approved by the Parties (September 2019) and as communicated to Members by the University (December 2019). Any change to the SFQ questions shall be jointly approved as per the process as agreed upon by the Association and the University.
38. Changes to the In-class Peer Observation Form template (as approved by the Parties in September 2019) shall be jointly approved per the process as agreed upon by the Association and the University.

## **New Letter of Understanding – Scholarship Continuity Support for Members while on Pregnancy or Parental Leave**

The Parties recognize that some Members may experience a unique set of challenges in their active research programs while on Pregnancy or Parental Leave. Some research may also have ongoing personnel requirements, and while many granting agencies will extend project end dates for investigators on Pregnancy or Parental Leave, such extensions may not be accompanied by additional funding to compensate for the increased operational costs on the grant. In recognition of this, and to provide and promote a more inclusive work environment:

The University will provide funding support to Members who are on Pregnancy or Parental Leave and who would benefit from such support, provided that they meet the eligibility criteria in this Letter of Understanding as described below, and provided these expenses are not covered by their current grant(s).

Funds received pursuant to this Letter of Understanding must be used solely to pay the operational costs to maintain Scholarship continuity during the Member's Pregnancy or Parental Leave.

## **Eligibility and Application**

In order to be eligible for receipt of funding pursuant to this Letter of Understanding, Members must be on an approved Pregnancy or Parental Leave.

Members must also inform their department Chair/Director of their financial needs and provide a short, written proposal that explains their financial needs, the amount of funding requested, and how the funds will be used to support lab or other relevant operations during their Pregnancy or Parental Leave.

## **Available Funding**

A Member who wishes to apply for funding pursuant to this Letter of Understanding may request up to the maximum amount, which is normally twenty thousand dollars (\$20,000), for the approved leave(s), whether Pregnancy or Parental Leave is taken and for whatever length of time. All amounts will be less deductions where applicable. Eligible Members may claim reimbursement of eligible expenses.

## **No Expectation of Research Activity**

It is important to stress that Members are not required or expected to maintain research productivity during a Pregnancy or Parental Leave and there is no requirement to apply for this support. All Tenure and Promotion Reviews will continue to be conducted with the understanding that Members are not required to demonstrate productivity while on a Pregnancy or Parental Leave.

## **Application Process**

Members who wish to apply for the funding should inform their department Chair/Director of their needs and provide a short, written proposal (no more than 2 pages, may include charts) at least three (3) months before the leave begins that outlines the following:

1. evidence of financial need for Scholarship Continuity Support;
2. the amount of funding requested;
3. an explanation of how the funds will be used to support lab or other relevant obligatory operations during their absence;
4. if applicable, a description of the sorts of supports the granting agency funding their work will provide, and evidence of application for this support.

The Dean will determine the funding amount in consultation with the Chair/Director.

## **New Letter of Understanding - COVID-19 Continuing Commitments**

This LOU captures the continuing commitments of the COVID-19 LOUs from March 2020 to Fall 2022.

1. Tenure-track and Continuing-Appointment track Members whose appointment began before January 1, 2021 may choose to have their probationary period extended by up to two (2) years; any such extensions are in addition to any other extensions that may occur.
2. Tenure-track and Continuing Appointment-track Members whose appointment began between January 1, 2021 and December 31, 2021 may choose to have their probationary period extended by one (1) year; any such extensions are in addition to any other extensions that may occur.
3. In addition to the one (1) application for Tenure and Promotion/Continuing Appointment before their final year of consideration (as per Article 21.43, 28.40, 33.42), Members may make a second application for Tenure and Promotion/Continuing Appointment before their final year.
4. Tenure-track/Continuing Appointment Members who are awarded Tenure/Continuing Appointment and Promotion to Associate Professor/Librarian/Veterinarian or Professor/Librarian/Veterinarian after the probationary period extension to their timeline shall receive a retroactive promotion increase.
5. The quadrennial Performance Review process (2018-2022) will be cancelled for Tenured/Continuing-Appointment Members and Tenure-track/Continuing Appointment-Track Members. All Members will be deemed to have received one (1) performance rating point for each of July 1, 2023, and July 1, 2024. The next biennial Performance Review process will take place in Fall 2024 and will cover the assessment period of September 1, 2022 – August 31, 2024.
6. Members will not be disadvantaged in the future for either the inclusion or exclusion of SFQs or completed In-class Peer Observation form(s) from Winter 2020 through Winter 2022.
7. Members will not be disadvantaged in the future for either the inclusion or exclusion a letter from the Provost in response to the Member's submission of contributions from the September 2018 – August 2022 period that they wished to have recognized.
8. Members will not be disadvantaged in the future for choices they made in mode of course delivery from Winter 2020 through Fall 2022.
9. A Member whose Study Research Leave (SRL) period overlapped with the period of travel restrictions and physical distancing due to the COVID-19 pandemic shall not be denied their next SRL request where the travel restriction and physical distancing substantively impacted the Member's ability to perform

their scholarship/research plans as documented in the Member's SRL report (as required by Articles 22.21 and 29.16).

10. Tenure-track/Continuing Appointment-track Members who apply for and are granted Tenure or Continuing Appointment in the 2022, 2023 or 2024 T&P/CAP cycles are eligible to apply for an SRL Credit equal to two (2) semesters of "active employment" (as per Article 22.5 and 29.2) towards their next SRL where the pandemic has had considerable negative impact on their Scholarship activities and productivity. For clarity, the SRL Credit (an active employment credit) applies to the Member's next SRL, after which the SRL entitlement returns to normal, as per Article 22.5 and 29.2).

In addition to their T&P/LCAP Assessment File, applicants must submit an SRL Credit Application consisting of a narrative statement and any other relevant material describing the effect of the negative impact of the pandemic on their Scholarship activities and productivity. Application for the Credit must occur by the 2024 T&P/LCAP cycle. The Department T&P/LCAP Committee will assess the SRL Credit Application and make a recommendation to the College T&P/MCAP Committee on whether to award the Member a two-semester SRL credit or no SRL credit. The Member will receive a letter from the College T&P/MCAP Committee communicating the decision of the Committee. The letter will explain clearly the reasons for the Committee's decision.

A Member whose application for SRL Credit is denied may re-apply the following year as long as the application is made by the 2024 T&P/LCAP cycle.

### **New Letter of Understanding - Review of Departmental Tenure and Promotion Guidelines**

The Parties agree that within 3 months of ratification of the Collective Agreement they shall commence a review of all Departmental/School Tenure and Promotion Guidelines to ensure compliance with the Collective Agreement.

The Association agrees to do an initial review of the Guidelines and provide the Administration with a copy of its initial review for the Administration's review. The Parties shall meet to discuss the best process to ensure all Guidelines are in compliance with the Agreement.

### **Letter of Understanding – Animal Health Laboratory On-call Pathologists**

The Parties agree that this Letter shall form part of the Collective Agreement.

When Pathologists in the Animal Health Laboratory are required to provide out of hours service, they shall be remunerated as per Article 53.

Pathologists in the Animal Health Laboratory who participate in the on-call rotation in the

Animal Health Laboratory may choose to receive either a payment of \$350 per week or one day of time in lieu for each scheduled on-call weeks (Monday through Sunday).

When a scheduled on-call week includes a statutory holiday, in addition to the choice made by the Member in the preceding paragraph, the Member may choose to receive either a payment of \$350 or a day of time-in-lieu.

There shall be a maximum accumulation of twenty (20) time-in-lieu days at which point the Member will receive the cash payment(s).

### **New Letter of Understanding – Modes of Course Delivery**

The parties agree this LOU shall form part of the collective agreement

1. Modes of course delivery are: in-person, blended, hyflex, online synchronous and e-learning below. For greater clarification these modes of delivery are described as:

#### **In Person**

Instruction takes place in real time in a classroom or other physical location. Instructors and students are expected to attend in person. Assessment may take place in person or online (synchronously or asynchronously).

#### **Blended**

Instruction takes place through a combination of in-person and online teaching. The majority of the course will be taught by the instructor. Assessments may take place in-person or online (synchronously or asynchronously).

#### **Hyflex**

Instruction takes place using both in-person and online components. Instructors teach in-person, online synchronously or through recordings and completing activities asynchronously. All students in the course attend in person and/or online; maximum registration will not exceed classroom capacity. Online assessment must be available to students, but in-person assessments can be offered simultaneously.

#### **Online Synchronous**

Instruction takes place through regularly scheduled, synchronous online teaching of students. Students are not required to attend in person for learning or assessment activities. Assessments may take place during synchronous meetings or asynchronously.

#### **E-Learning (Online Asynchronous)**

Instruction takes place fully online through the DE learning platform. Course content is delivered asynchronously online by the instructor with optional online synchronous components (e.g., orientation and welcome, office hours, peer learning communities, tutorials). Assessments are completed asynchronously. Students are not required to attend in person for learning or assessment activities.

Meetings include lectures, labs, and tutorials. For scheduling clarity, courses taught using

- (i) In-person, Hyflex and Online Synchronous modes of course delivery have all meetings scheduled;
  - (ii) Blended teaching may have some lecture and lab meetings scheduled and others not;
  - (iii) E-Learning teaching has no meetings scheduled.
2. No non-E-Learning course shall have an associated mode of course delivery.
3. The Chair and Dean will consult on the Member's requested Mode of Course Delivery as indicated on the Teaching Request Form. The Dean will consider the Member's request and make a decision based on the Member's wishes, the complement of course delivery modes across offerings, and fairness in current and past assignment of requests. If a Member's request to teach in a blended, hyflex, or online synchronous mode is turned down, assignment of teaching will be in-person or E-Learning.
4. In consulting on a Member's teaching, the Dean, designate or Chair may enter into conversations with Tenured Members and request the use of blended, hyflex, or online synchronous modes of course delivery, which require mutual agreement of both the Member and the University.
5. The University will ensure that Members who use a technology-assisted mode of instruction using educational technologies supported platforms by OpenEd (such as Zoom, Teams or Courselink) will receive the necessary institutional, technical, and logistical support.
6. If Members wish to use educational technologies supported platforms by OpenEd (such as Zoom, Teams or Courselink), they will be provided with the access needed regardless of whether they are working on campus or remotely.
7. Deans or designates will not specifically ask or require a Member to (video- or audio-) record their lectures or other class meetings.
8. For non-E-Learning courses, Deans or designates will not specifically ask or require a Member to post course materials on Courselink.



## **New Letter of Understanding – Equity**

The Parties agree this letter will form part of the Collective Agreement.

The Parties agree that:

1. The Joint Salary Review (JSR) Committee shall complete the JSR report by June 30, 2023. The report shall detail the methodology, model, and high-level results of the review. This report will be shared with UGFA members. If recommendations can be jointly agreed upon, these recommendations will also be shared.
2. A new self-identification survey, following the JSR survey structure, shall be jointly conducted no later than June 30, 2024. The Parties may jointly agree to adjust the survey structure. The data will be shared per the terms of the July 6, 2021, data sharing agreement for the JSR in item 1. The survey data, combined with the information from Article 13, shall be used by the Parties to:
  - a) Perform a joint review of the outcomes for Tenure, Promotion, and Review for Members who
    - i. self-identify as equity-seeking, compared to those who do not; and/or
    - ii. have a Teaching DOE of at least sixty percent (60%), compared to those who do not.

The University and the Association will produce a report and make it available to the Members.

  - b) Update the JSR model to provide a current view of salary anomalies, if any;
  - c) Consider a demographic analysis of the Membership using jointly agreed-upon parameters.
3. All resigning Members shall be offered an exit interview with the Provost's Office, with the Association copied on the invitation. Members shall be informed that they may invite an Association representative.

## **New Letter of Understanding – University Pension Plan**

The Parties agree that this Letter shall form part of the Collective Agreement.

The University and the Association agree to amend the LOU University Pension Plan dated January 14, 2019, as follows:

- a. The University agrees to deliver 2/3 of the agreed-upon positions by July 1, 2023.



- b. The University further agrees to deliver the remaining 1/3 of positions by January 1, 2024.
- c. The University further agrees to deliver quarterly reports to the Association on its progress towards meeting the agreed-upon targets.

Either Party may refer this matter to arbitration before Mr. William Kaplan should the hiring target in paragraph a. and/or the hiring target in paragraph b. not be achieved. Should Mr. Kaplan be unavailable to arbitrate, the Parties will jointly agree on an alternate arbitrator within thirty (30) days of the notice to refer.

### **New Letter of Understanding – OVC Internal Locum**

The Parties agree that this Letter shall form part of the Collective Agreement.

In extenuating circumstances, Veterinarians and Clinical Faculty Members in the Ontario Veterinary College may agree to perform an Internal Locum.

Internal Locums must be performed outside of all regularly scheduled work hours. While Members may use their vacation to perform an Internal Locum, they must take the minimum required vacation under the Employment Standard Act inclusive of the Locum.

The Dean (or designate) will send a request to all qualified Members and select among those who indicate that they would like to perform an Internal Locum considering equitable access to Locums. UGFA will be notified of Internal Locums.

Internal Locums will be for a minimum one (1) week duration with a maximum two (2) appointments per fiscal year (May – April). The normal working hours for the internal locum will be at 35 hours per week. With the approval of the dean, additional weeks may be approved based on operational needs and circumstances that arise unexpectedly. Members will receive \$8000 per Internal Locum.

### **New Letter of Understanding – Optional 4-year assessment Cycle**

It is agreed and understood that this Letter of Understanding applies to the 2026 biennial review cycle and therefore survives the expiry of this Collective Agreement.

After the 2024 Performance Assessment process, notwithstanding Articles 21.19.3 and 21.61, a Tenured Member who has received an overall Assessment of “Good,” “Very Good,” or “Outstanding” in the most recent Performance Assessment process may choose to receive neither a Performance Assessment nor a Performance Increment in the next Biennial Year Performance Assessment process. For clarity, the performance increment pool shall be established as per Article 53.11, no matter how

many Members opt out of the Performance Assessment process. Members receiving "Very Good" will receive a maximum of 2 times the Performance Increment. Members receiving "Outstanding" will receive a maximum of 3 times the Performance Increment. Funds remaining in the performance increment pool will be carried over into the next performance assessment cycle.

A Member's choice not to receive a biennial Performance Assessment shall play no negative role in future Performance Assessments or Promotion considerations.

### **LOU AA – Internal Librarian Secondments**

The Parties agree that this Letter shall form part of the Collective Agreement.

1. For Internal Librarian Secondments of less than eighteen (18) months meant to fill a vacancy arising from a leave or secondment of another Librarian, the University Librarian or designate shall circulate a request to Librarians for applications to the Internal Librarian Secondment.
2. The Search Committee for Internal Librarian Secondments shall be ad hoc and shall normally consist of the Manager and two (2) Librarians appointed by the University Librarian, who shall seek input from Librarians in the area the position resides.
3. Applications shall be sent to the Search Committee for Internal Librarian Secondments, which shall seek input from Librarians in the area the position resides.
4. The Search Committee for Internal Librarian Secondments shall send a ranked order list of acceptable candidates to the University Librarian or designate, who shall choose a Librarian from the list of acceptable candidates, choose to begin the Search Process as per Article 26, or decide to not fill the vacancy.
5. This LOU does not preclude the appointment of a Contractually Limited Librarian for 18 months or less.

University of Guelph Faculty Association

November 10, 2022

Dear Herb

Thank you for raising issues around Course Outlines. The University has a long-standing policy of not requiring Faculty to use any particular tool for course outlines. We have no intention of changing that policy.

Course outlines are expected to include basic information: the title and course code of the course, time and location of class meetings, name of instructor, required textbooks and other teaching materials, assessments, dates of assessments, grading details and the instructor's preferred mode of contact. Instructors can include any other information they consider useful. Guidelines about course outlines can be found on the website of the Office of Quality Assurance: <https://www.uoguelph.ca/vpacademic/iqap/course-outlines>.

Over time, a number of standard statements have been developed that may be included in course outlines. These statements cover such topics as academic consideration, accommodations for students with disabilities, and academic misconduct. These statements, while recommended, are only guidelines and are not required components of a course outline. Faculty members may also, if they wish, simply provide links to the standard statements as set out on the University website. As we develop a new course outline tool, these standard statements can be structured so that instructors can turn them off or on, at their choice.

We hope this clarifies the University's position on course outlines.

Yours sincerely

Laurie Arnott  
Assistant Vice-President Faculty and Staff Relations

Byron Sheldrick  
Interim Dean, CSAHS

University of Guelph Faculty Association

Nov. 7, 2022

Dear Herb

During our negotiations the University of Guelph faculty association raised issues around the inclusion of a student code of conduct as part of the Collective Agreement. Although that issue has not been pursued through bargaining, we recognize the importance of these issues to your Members and that this has been a longstanding concern of the Association. We can assure you that the University also views these as important issues and is taking steps to address them. A task force, with faculty representation, has been established to implement recommendations of the McMurtry report on Non-Academic Misconduct, and a complete review and overhaul of the Academic Misconduct policy will be launched in spring of 2023. This is a priority of the incoming Associate Vice-President Academic and the University. We are confident that these measures will address many of the issues you have raised at the bargaining table.

Yours sincerely

Laurie Arnott  
Assistant Vice-President Faculty and Staff Relations

Byron Sheldrick  
Interim Dean, CSAHS