

**Collective Agreement  
between  
The University of Guelph**



**and  
The University of Guelph Faculty Association**



**Effective July 1, 2017 to June 30, 2021**

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## Article 1 - Preamble

- 1.1 The University of Guelph is a community of scholars, dedicated to the pursuit and dissemination of knowledge, the attainment of academic excellence, and the theoretical and practical extension of human capability. Members of our community are engaged in the individual and collective search for truth, for understanding, and for creative solutions to serious problems, through free, open, and critical enquiry in an environment that supports their intellectual, cultural, and physical development.
- 1.2 The relationship between the University and its various employee groups is intended to be one of respect, integrity, and fairness, characterized by transparent decision-and policy-making, regard for principles of due process and natural justice, and a recognition that both parties share the same goal: to contribute to the continuing success of the University.
- 1.3 It is the purpose of this Agreement to:
  - a) set out terms and conditions of employment for Members;
  - b) foster a working environment that enables Members to achieve the objectives and goals of the university;
  - c) foster and maintain collegial relations within the University of Guelph community;
  - d) ensure the fair and equitable treatment of Members through open and transparent procedures and practices;
  - e) provide a means for settling differences that may arise from time to time between the University and the Association.
- 1.4 The Parties agree to co-operate in encouraging a climate of freedom, collegiality, responsibility, and mutual respect in the pursuit of these objectives.
- 1.5 Nothing in this Agreement detracts from the continued right of Members to participate in the collegial governance of the University.



## Article 2 - Definitions

- (i) Academic Year shall mean the period from September 1 to August 31.
- (ii) Administrative Stipend shall mean compensation paid to a Member for assigned administrative responsibilities as Chair of a Department, Director of a School, or, in the case of the Library, an administrative appointment such as Manager.
- (iii) AHL shall mean the Animal Health Laboratory.
- (iv) Association shall mean the University of Guelph Faculty Association (UGFA).
- (v) Bargaining Unit shall mean all persons represented by the Association, as defined by the Certificate of the Ontario Labour Relations Board, dated August 18, 2006, as may be amended by the Ontario Labour Relations Board or by the Agreement of the Parties.
- (vi) Board of Governors or Board shall mean the Board of Governors of the University of Guelph as established by the University of Guelph Act, 1964, as amended from time to time.
- (vii) CAP Committee shall mean the Continuing Appointment and Promotion Committee for Librarians and Veterinarians respectively.
- (viii) Chair shall mean the duly appointed Chair of a Department or Director of a School.
- (ix) College shall mean an Academic College as constituted by the Senate and the Board of Governors.
- (x) College Committee shall mean, for Faculty Members, the College Tenure and Promotion Committee.
- (xi) Continuing Appointment shall mean an appointment of a Librarian or Veterinarian, without term.
- (xii) Contractually Limited shall mean an appointment of a Member for a fixed term.
- (xiii) Day(s) or day(s) shall mean Monday through Friday, excluding statutory holidays and any other day the University is not open, unless otherwise specified in particular Articles of this Collective Agreement.
- (xiv) Department/School shall mean an Academic Department as constituted by the Senate and the Board of Governors.
- (xv) Department Committee shall mean, for Faculty Members, the Department Tenure and Promotion Committee.
- (xvi) DOE shall mean Distribution of Effort.
- (xvii) E-Learning shall be understood to mean only University of Guelph courses with a suffix "DE".
- (xviii) Faculty Member shall mean a Member of the Bargaining Unit who holds the rank of Assistant Professor, Associate Professor, or Professor.
- (xix) Library shall mean all administrative units that report through to the University Librarian.
- (xx) Librarian shall mean a Member of the Bargaining Unit employed as a Librarian and who holds the rank of Assistant Librarian, Associate Librarian, or Librarian.
- (xxi) Library Committee shall mean the Library Continuing Appointment and Promotion Committee.
- (xxii) Member shall mean any member of the Bargaining Unit.
- (xxiii) OVC-HSC shall mean Ontario Veterinary College Health Sciences Centre.

- (xxiv) Parties shall mean the Parties to this Collective Agreement, namely, the University of Guelph and the Association.
- (xxv) Provost shall mean the Provost and Vice-President (Academic) and the chief academic officer of the University.
- (xxvi) Senate shall mean the Senate of the University of Guelph, as established in the University of Guelph Act, 1964, as amended from time to time.
- (xxvii) Tenured shall mean an appointment of a Faculty Member, without term.
- (xxviii) Tenure-track / Continuing Appointment-track shall mean a Member appointment leading to consideration for the granting of Tenure or Continuing Appointment.
- (xxix) University shall mean the University of Guelph, as established by the University of Guelph Act, 1964, as amended from time to time.
- (xxx) Veterinarian shall mean a Member of the Bargaining Unit principally employed as a veterinarian at the University of Guelph.

## Article 3 - Recognition

- 3.1 The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit. The Bargaining Unit includes all persons employed by the University of Guelph in the City of Guelph, at the Kemptville campus in the Municipality of North Grenville, at the Ridgetown campus in the Municipality of Chatham-Kent, at the Vineland Research Station in the Town of Lincoln, at the Simcoe Research Station in the Town of Simcoe, and at the University of Guelph-Humber campus in the City of Toronto as Faculty Members (including Librarians), holding tenure-track or tenured appointments on either a full-time or a part-time basis, together with those holding contractually limited appointments, and all persons employed as Veterinarians in the AHL and the OVC-HSC, save and except:
- a) President, Provost, Vice-Presidents, Vice-Provost (Guelph-Humber), Associate Vice-Presidents, Assistant Vice-Presidents, Deans, Associate Deans, Assistant Deans;
  - b) University Librarian, Associate University Librarians;
  - c) Chief Information Officer;
  - d) Director of Teaching Support Services and the Director of the Arboretum;
  - e) Directors in all Administrative Units including, but not limited to, Real Estate, Hospitality Services, Office of Research, Student Affairs, Finance, and Administrative Services;
  - f) Directors in Laboratory Services Division (Analytical Services, AHL, Regulatory Services);
  - g) Director of the OVC-HSC;
  - h) Research Associates, Research Assistants, Post-doctoral Fellows;
  - i) Visiting Professors and persons, including Visiting Fellows, holding visiting appointments of one year or less, while on leave from another university, institution, firm or government agency, unless they:
    - 1) hold a faculty appointment at the University of Guelph;
    - 2) carry a full range of academic responsibility at the University of Guelph; and
    - 3) are on leave without salary from their home university, institution, firm or government agency.
  - j) Emeritus Professors who do not otherwise hold an appointment in the Bargaining Unit;
  - k) Retired faculty who do not otherwise hold an appointment in the Bargaining Unit;
  - l) Adjunct Professors;
  - m) Persons who hold internships in the OVC-HSC; and,
  - n) Persons for whom a trade union held bargaining rights at the University of Guelph as of the date of the application to the Ontario Labour Relations Board.

## **Article 4 - Administrative Appointments**

- 4.1 Members who are excluded from the Bargaining Unit because they hold an administrative position shall enter or re-enter the Bargaining Unit upon leaving the position excluding them, and shall then be entitled to the rights under this Agreement.
- 4.2 No Member shall be displaced from the Bargaining Unit by the entry or re-entry of an academic administrator into the Bargaining Unit.
- 4.3 When an academic administrator enters or re-enters the Bargaining Unit, his/her terms of appointment (including salary and rank) shall not be inconsistent with the provisions of this Agreement.

## Article 5 - Management Rights

- 5.1 Subject to the provisions of this Agreement, the Association acknowledges the right of the University to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as established in the *University of Guelph Act, 1964*, as amended from time to time.
- 5.2 In the implementation of the provisions of this Agreement, the University shall exercise these rights fairly and equitably.

## **Article 6 - Association Rights and Privileges**

### *Association Membership and Service*

- 6.1 Every Member shall have the right to join the Association and, as a Member of the Association, participate in its activities. The University shall not interfere with Members of the Association attending Association meetings or attending to Association business, providing that such participation or attendance does not interfere with the performance of the Member's responsibilities under this Agreement.
- 6.2 No person shall be required to be a Member of the Association as a condition of employment.

### *Space and Services*

- 6.3 The University shall continue to provide the Association with accessible services and maintained space under the current lease arrangements, as amended from time to time.
- 6.4 The Association may use all internal services, to be charged at the internal user rate. The Association shall continue to be provided with an internal billing code.
- 6.5 The Association shall have use of the internal campus mail service for Association business, without charge.
- 6.6 The Association shall have access to meeting rooms (including audio-visual equipment) on campus, for Association business, according to normal booking procedures and regulations.

### *Release Funds*

- 6.7 Current practice will continue for provision of release funds.
- 6.8 Work in any year by Members on the Association's Executive Committee, Council, or other committees or sub-committees, shall be recognized as Service. The UGFA President, or designate, will provide written confirmation of the Member's specific participation in the work of the Union (i.e., the names of the committee(s)) to the Chair by August 15<sup>th</sup> of each year.

## Article 7 - Academic Freedom

- 7.1 The Parties acknowledge that the common good of society depends upon the search for knowledge and its free exposition. Academic Freedom in universities is essential to both of these purposes in the scholarly pursuit of teaching and research.
- 7.2 The Parties agree to abide by the principles of Academic Freedom as expressed in this Article. Furthermore, the Parties recognize that universities are communities in which the right to criticize all aspects of society is valued and respected.
- 7.3 Academic Freedom is the right to examine, pursue, develop, and transmit knowledge and ideas through research, teaching, study, discussion, documentation, production, creation or writing. Academic Freedom specifically provides protection of:
- a) the pursuit of research, creative and scholarly activities, and publishing or making public the results thereof;
  - b) the ability to teach and discuss;
  - c) the creation or performance of works of art;
  - d) freedom in service to the University, discipline, or community through the application of professional or academic skills; and
  - e) freedom from institutional censorship; all without deference to prescribed doctrine.
- 7.4 Academic Freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather, Academic Freedom makes such commitment possible.
- 7.5 Academic Freedom does not confer legal immunity in respect of opinions that may be expressed or activities that may be undertaken, nor does it diminish the obligations of Members to meet their duties and responsibilities to the University.
- 7.6 The Parties agree to uphold and protect the principles of Academic Freedom as specified herein and take necessary steps to protect Members from harassment, threats, or abuse intended to limit or inhibit the exercise of Academic Freedom.
- 7.7 The exercise of Academic Freedom as per this Article shall not be grounds for disciplinary proceedings.

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

### *Conflict of Interest*

- 8.1 In this Article, relationship means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage, or common-law relationship, and any relationship (including with a student) of an intimate and/or financial nature during the preceding five years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.
- 8.2 An actual or apparent conflict of interest arises where a Member is in a situation where his/her financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University, or with the Member's participation in any recommendation or decision within the University.
  - 8.2.1 An actual or apparent conflict of interest arises when a Member becomes involved in a sexual or otherwise intimate relationship with a student.
- 8.3 A Member has a responsibility to ensure that conflict situations, wherever and whenever they arise, are identified and disclosed in writing to the Dean, University Librarian, or in the case of Veterinarians, Director.
- 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, 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, 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, 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.
- 8.7 No Member shall knowingly participate in any decision, including academic decisions, that directly and preferentially benefits himself/herself or any individual with whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in 8.1.
- 8.8 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family relationship.



### *Conflict of Commitment*

- 8.9 With the acceptance of a full-time appointment at the University, a Member makes a professional commitment to the University. Members are expected to direct the primacy of their professional commitment to the University. Recognizing that external professional activities can bring benefits to, and enhance the reputation of, the University, and the capacity of Members, the University agrees that Members may engage in part-time professional activities, provided that such activities are not undertaken in conflict with this Agreement and do not conflict or interfere with the Member's responsibilities to the University as defined in this Agreement.
- 8.10 Members must refrain from any external activity which interferes with a Member's responsibilities to the University. A Member will not use his/her University position to promote and/or advance his/her private interests.
- 8.10.1 With the exception of 8.10.1.1, unless prior written approval has been provided by the Dean/AVPR, no Member shall engage in external employment within a 150 kilometer radius of OVC, in his/her area of specialty that is in direct competition with OVC or with analytical services provided by the AHL.
- 8.10.1.1 Continuing Appointment and Tenure-track Members employed in the OVC-HSC as of August 5, 2011 with a current appointment of less than 80% are exempted from the restrictions of 8.10.1.
- 8.11 If a Member plans to undertake an external activity that may interfere with some of the aspects of the Member's University responsibilities, the Member must disclose and seek, in writing, prior approval from the Dean, University Librarian, or in the case of Veterinarians, Director. The disclosure shall be in writing and shall include:
- a) a full description of the nature of the work or activity;
  - b) an estimate of the time required to perform the work or the time period during which the work will be performed;
  - c) the extent, if any, of the use of University facilities, supplies, support staff or students;
  - d) any other external activities that have already been approved in that year or that are continuing from an earlier year; and
  - e) the impact the activity will have on Teaching, Scholarship, and Service responsibilities.
- 8.12 The request for approval will be considered as soon as possible and a decision will be rendered in writing within ten (10) days. If approval is denied, or offered only on conditions, the Member shall be provided with reasons, in writing, for the decision.
- 8.13 Whenever the significant external activities of a Member change materially, the Member is obligated to inform the Dean, University Librarian, or in the case of Veterinarians, Director, in writing. Members should disclose expected changes at least thirty (30) days before the activity is to commence and prior to the Member making a firm commitment to undertake the activities.
- 8.14 All information or reports disclosed in accordance with this Article will be confidential.

## Article 9 - Employment in External Remunerative Activities

- 9.1 Tenure-track and Tenured Faculty Members are permitted to earn additional income from external activities, providing that all such activities are arranged so as not to conflict or interfere with their overriding commitment and primary professional loyalty to the University.
  - 9.1.1 The teaching of courses on Overload (as per Article 23) shall not be considered external remunerative activity.
- 9.2 A Tenure-track or Tenured Faculty Member will be alert to the possible effects of his/her outside activities on their obligations to the University and is responsible for consulting with his/her Dean before becoming involved in any outside activity that could lead to a conflict or the appearance of a conflict in accordance with Article 8: Conflict of Interest and Conflict of Commitment.
- 9.3 Tenure-track and Tenured Faculty Members may engage for up to twenty-five (25) days per year in appropriate external remunerative activities such as consulting, private contract work, entrepreneurship, or teaching at another institution, provided that timing of these activities does not conflict with their assigned academic responsibilities.
- 9.4 The scheduling of external remunerative activities will be arranged with the Dean and, where a major commitment of time is anticipated, recorded in a written agreement. If this is an ongoing commitment, the agreement and arrangements will be reviewed annually.
- 9.5 In all cases, the Faculty Member will undertake to ensure that the external remunerative activities will not conflict with his/her primary commitments to Teaching, Scholarship, and Service.
- 9.6 In special cases, external remunerative activities in excess of twenty-five (25) days per year may be requested of and considered by the Dean. If there is an ongoing need for more than twenty-five (25) days, a part-time appointment or leave without pay will normally be appropriate.
- 9.7 By April 1 of each year, the Dean shall remind Tenure-track and Tenured Faculty Members of the requirement to complete a standard University form as per 9.8 below.
- 9.8 Before May 1 of each year, each Tenure-track and Tenured Faculty Member will inform his/her Chair whether or not he/she has been engaged in external remunerative activities by completing a standard University form. For Faculty Members who have engaged in external remunerative activities, such form will indicate the nature and time devoted to these activities conducted within the previous calendar year.
- 9.9 The Faculty Member agrees that there will be no unapproved use of University facilities and/or resources associated with external remunerative activities. Such activities shall not use institutional facilities except for the library and/or a private office unless written approval of the Dean has been obtained. The Faculty Member agrees to pay for any University resources used in his/her external remunerative activities, such as computer time, laboratory equipment and supplies, telephone calls, secretarial services, reproduction services and outside mail services.
- 9.10 The Faculty Member may identify her/himself as an employee of the University of Guelph. The Member may not, however, state that he/she is a representative of the University of Guelph in such activities without prior written permission of the Provost or designate.

9.11 The provisions of this Article shall apply mutatis mutandis to Librarians.

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

### *Duration*

10.1 The terms of this agreement shall be in effect from July 1, 2017 to June 30, 2021.

### *Copies*

- 10.2 The University and the Association will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those Appendices which the University and the Association agree should be distributed.
- 10.3 Subsequent to ratification, the University and the Association shall cooperate in preparing four (4) original signed copies of the Agreement. The process shall not delay the implementation or signing of the Agreement.
- 10.4 Within sixty (60) days of the preparation of the four (4) original signed copies of the Agreement by the Parties, the University shall make the Collective Agreement available on the Provost's website. The electronic version of the Agreement shall be fully searchable and have a Table of Contents with listed articles linked to the relevant text. Management shall provide the Association with a web-ready electronic version of the Collective Agreement. Management shall ensure there are sufficient hard copies of the Agreement available to provide a copy to those Members with accessibility issues, at no cost to the Member or the Association.
- 10.5 The University shall provide the Association with one hundred and twenty-five (125) additional copies of the Agreement at no cost to the Association.
- 10.6 The letter of appointment of a Member hired subsequent to the signing of this Agreement shall provide the address to access the electronic version of the Collective Agreement.

## **Article 11 - Dues Check-Off**

- 11.1 The University shall deduct from the pay of every Member of the Bargaining Unit such fees, dues, or assessments as may be authorized from time to time, in writing, by the Association.
- 11.2 The Association shall advise the University in writing of any proposed change in the level of these dues at least one full month in advance of the month in which the proposed change would be effective. The Association shall limit the number of changes to no more than three (3) per calendar year.
- 11.3 The University shall remit the amounts deducted pursuant to Article 11.1 to the Association on or before the second pay of the month in which deductions have been made. When the amounts are remitted, the University shall inform the Association of the names, ranks and department numbers of Members from whose salaries deductions have been made, the amount so deducted from the Members' salaries, and the year-to-date totals.
- 11.4 The Association agrees to indemnify and save the University harmless from any claims or any liability arising out of deductions of money for dues made in accordance with the Association's instructions.

## Article 12 - Joint Committee

- 12.1 A Joint Committee shall be established within one month of the ratification of this Agreement by the Parties.
- 12.2 The Joint Committee shall be composed of four (4) representatives of the Association (named by the Association) and four (4) representatives of the University (named by the University). At least two (2) representatives of the University and two (2) Members of the Association must be present at any meeting of the Joint Committee.
- 12.3 The Joint Committee shall review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the Grievance and Arbitration procedures set out in Article 40. The Joint Committee shall attempt to foster effective communications and working relationships between the Parties and shall attempt to maintain a spirit of mutual co-operation and respect. In light of this objective, this Article does not preclude the occurrence of informal meetings between representatives of the Association and the University to attempt to resolve differences that may arise from time to time.
- 12.4 The Joint Committee shall meet once a month from September to June inclusive, and at other times as it decides. Regular meetings may be waived by agreement of both Parties. In addition, the Joint Committee shall convene a meeting within fifteen (15) days following receipt of written notice from either the Association or the University. Each member of the Joint Committee shall receive notice no less than five (5) days before the scheduled date of any meeting, and shall receive the agenda of each meeting at least two (2) days in advance of the meeting.
- 12.5 The Joint Committee shall not have the power to add to, or to modify, the terms of this Agreement.

## Article 13 - Correspondence and Information

- 13.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement, or incidental thereto, shall pass between the Provost and the President of the Association, or their designates. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal mail service. Correspondence to the Association shall be copied to the Executive Officer or designate.
- 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, and University address of such Member;
  - d) by July 1<sup>st</sup> 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;
  - e) 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;
  - f) by February 1<sup>st</sup>, 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
  - g) within ten (10) days of posting, copies of advertisements for external searches.
  - h) Copies of position descriptions shall be provided to the Association upon written request.
  - i) Copies of all health benefit contracts shall be provided to the Association upon written request.
  - j) Benefit usage rates shall be provided to the Association no more than once per year upon written request.
  - k) 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.
- 13.3 The University shall provide to the Association the following information within one month of the information becoming available to the body or agent that normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University website to which the Association has access:

- a) when they have been approved by the Board, the University's annual audited financial statement and semesterly reports of the University, including all appendices, supplements and ancillary documents;
- b) a copy of the approved University budget;
- c) when they are distributed to Board members, notice, agenda, and accompanying exhibits for public sessions of the meeting of the Board of Governors, and after approval by the Board, minutes of the previous meeting;
- d) at the time of distribution, notice of meeting, agenda, and a copy of the public minutes of the Senate;
- e) at the time of election or appointment, the names and University addresses, if any, of all persons appointed or elected to positions on the Board of Governors and the Senate, together with the names of all persons appointed or elected to the Board of Governors or Senate committees, with any terms of reference for those committees; and
- f) such other information as may be set out elsewhere in this Agreement.

13.4 The Association agrees to provide the University with the following information:

- a) a list of all persons authorized to represent the Association to the University, updated within one week of any change;
- b) a list of the officers and other members of the Executive Committee of the Association, within one month of such membership being established;
- c) a copy of each Association newsletter or bulletin, at the time of issuance to Members;
- d) a copy of the current Constitution and By-laws of the Association, as amended from time to time; and
- e) such other information as may be set out elsewhere in this Agreement.

This information may be provided in whole or in part by publication on the Association's public website.

13.5 It is agreed that there may be additional information needs identified between the Parties. Such additional needs will be discussed through Joint Committee, and the Parties will attempt to mutually agree on what information is required and the dates on which such information might be provided.

13.6 Unless otherwise provided for by this Agreement, the University's internal mail shall be deemed adequate for correspondence between the Association and the University.



## Article 14 - Member's Official File

### General

- 14.1 The University shall maintain an Official File for each Member.
- 14.2 Maintenance of the Official File shall be the responsibility of the Dean, University Librarian, or in the case of Veterinarians, Director.
- 14.3 It is recognized that copies of some or all of these materials may be used for normal University administrative purposes. Copies of these documents may be filed elsewhere for such purposes. Official Files and any copies of documents shall be clearly marked as "confidential" and maintained in a secure manner. All restrictions specified in this Article that apply to the Official File apply equally to all copies of part, or all, of the File.

### Contents

- 14.4 The Official File of each Member shall contain only materials pertaining to the employment of the Member.
- 14.5 The documents and materials retained may include, but are not limited to, materials such as:
- a) Member's curriculum vitae, supplied by the Member, as updated from time to time;
  - b) university transcripts;
  - c) Member's Letter(s) of Appointment;
  - d) salary and work history;
  - e) documentation arising from the application of the provisions of Article 39: Discipline;
  - f) assessments of the Member;
  - g) signed letters of commendation or complaint;
  - h) decisions and recommendations together with reasons arising from human resource decisions;
  - i) DOE and/or position description, if applicable;
  - j) correspondence; and
  - k) copies of materials reflecting professional development and achievement.
- 14.6 With the exception of aggregated student surveys/evaluations, including but not limited to course evaluations, 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.
- 14.7 A Member shall be notified in writing of any addition to, or removal from, his/her Official File, excluding routine financial information and material added pursuant to routine file maintenance carried out in the office where the File is maintained. Such notification shall occur within twenty (20) days of such addition or removal.
- 14.8 Any material removed from Official Files must be retained by the University for forty (40) days from the date that written notification is sent pursuant to Article 14.7. The University shall consider requests of Members for such material.

## Access and Rights

- 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, 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.
- 14.10 A Member shall have the right to have included in his/her Official File his/her written comments on the accuracy, relevance, meaning, or completeness of any of the contents of his/her Official File. These comments may include supplementary documents considered relevant by the Member.
- 14.11 A Member may request in writing to the Dean, University Librarian, or in the case of Veterinarians, 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, 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, Director, shall render a decision in writing, stating the reasons for the decision.
- 14.13 A Member may, through written request, obtain a copy of any document in his/her Official File. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for copies shall not exceed the per-page charge routinely levied for photocopying at the University.

## Release of Information

- 14.14 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Member concerned, except when required:
- a) for official University administrative purposes;
  - b) for Grievance and Arbitration purposes;
  - c) by this Agreement; or
  - d) by law.
- 14.15 Access to the contents of an Official File for official University administrative purposes, for Grievance and Arbitration purposes, or as allowed by this Agreement shall be accompanied by a formal statement informing those concerned of the confidential restrictions on the use of the File. Access to the contents of an Official File in the case of Article 14.14 (d) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted by the Provost or designate. The University shall notify the Member concerned, stating the person or persons granted access to the File and the legal reason for granting this access, unless such notification is prohibited by legal statute.

**Assessment Files**

- 14.16 Any files and associated materials created for assessment purposes as part of the Tenure and Promotion and Review deliberations shall be deemed to be the Assessment File and shall be part of the Official file.
- 14.17 Until documents are placed in the Official File, they shall not be used for assessment or evaluation of a Member.
- 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. Only the Dean, University Librarian, or in the case of Veterinarians, Director, may retain the complete originals of such letters, in a file separate from the Official File.
- 14.19 All assessments concerning the evaluation of a Member shall be in writing, be signed, and be included in the Official File.

## **Article 15 - Maintenance of the Scholarly and Professional Environment**

### *Faculty*

- 15.1 The University acknowledges that a critical mass of full-time Tenure-track and Tenured Faculty Members engaged in Teaching, Scholarship, and Service, is essential to enable the University to achieve its academic mission. The Parties agree that work performed by Contractually Limited Faculty, while of value to the institution, does not satisfy this need.
- 15.2 While portions of the work of Faculty Members may be carried out by others, the complete scope of responsibilities as outlined in Article 18: Faculty Member Rights and Responsibilities shall only be assigned to Faculty Members. This clause does not apply to Faculty on the Board of Governors, Assistant and Associate Deans, Deans, Assistant Vice-Presidents, Associate Vice-Presidents, Vice- Presidents, and the President.

### *Librarians*

- 15.3 The University agrees that the work performed by Librarians is essential to the success of the Library in meeting its academic mission. Librarian Members play a critical role in developing and delivering Library information services; assessing, selecting, and ensuring the preservation of information resources; managing staff and financial resources; planning technological infrastructure; information literacy instruction; fostering consortia and partnership initiatives; and strategic planning and goal setting within the Library and affiliated Units.

### *Veterinarians*

- 15.4 The University agrees that the work performed by Veterinarian Members is of central importance to the success of the units in which they work. Veterinarian Members provide a range of clinical and professional services to the unit in which they work, the University, and external clients. Veterinarian Members make important contributions to the professional, scholarly and pedagogical environment of the University and the discipline of veterinary medicine.

## **Article 16 - General Liability Insurance**

- 16.1 The University shall provide insurance coverage in respect of the liability of Members acting within the course of their employment, to the extent provided by the Canadian Universities Reciprocal Exchange (CURIE) policies now in force.
- 16.2 A copy of the policies of insurance, as amended or substituted from time to time, shall be provided to the Association.
- 16.3 Members who determine that the insurance coverage provided by the University is not adequate to meet their individual needs may purchase additional insurance at their own expense.
- 16.4 Responsibility for the management of any claim covered by the University's insurance policies rests solely with the insurer.
- 16.5 Timely notice will be given to the University of any action or claim of which a Member has knowledge, or of any occurrence or situation that a Member ought reasonably to know might give rise to any action or claim.
- 16.6 Members will be informed by the University in a timely manner of a circumstance, investigation, inquiry, or complaint that will lead to legal action against the Member.
- 16.7 A Member who is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of the Member's employment responsibilities shall be indemnified for any damages awarded against the Member and for the necessary and reasonable costs incurred in the defence of such action except where recklessness or willful neglect is established on the part of the Member.
- 16.8 This Article and any insurance obtained pursuant to it does not apply to legal action initiated by a Member nor to any civil or criminal proceedings that might be initiated by the University against a Member.
- 16.9 A Member who is charged with a criminal offence because of acts done in an attempted performance in good faith of the Member's employment responsibilities, and finally acquitted, or if the charge is dismissed, he/she shall be indemnified for the necessary and reasonable costs incurred in the defense of such charges.

## **Article 17 - Working Conditions**

- 17.1 The University acknowledges a continuing responsibility to maintain an environment in which the academic and professional functions of Members may be effectively carried out.

### **Security**

- 17.2 The University shall consider and respond in a timely manner to personal security concerns that a Member or the Association brings to the University's attention.
- 17.3 The Joint Committee shall discuss measures to deal with issues surrounding personal security brought to it by either Party.

### **Facilities**

- 17.4 Consistent with a Member's responsibilities, the University undertakes to provide a reasonable level of facilities and support services, which include, but are not limited to: suitable office space and furnishings, a telephone, mail, and access to photocopying services and basic office supplies.
- 17.5 The University shall not be responsible for telephone charges other than those associated with assigned responsibilities.
- 17.6 Any reassignment or alteration of work space shall be discussed with the Member directly affected as soon as the need for reassignment or alteration has been determined.

### **Privacy and Data Protection**

- 17.7 The Parties agree that Members have a reasonable right to privacy in their personal and professional communications and files, whether on paper or in an electronic form. The University of Guelph shall maintain a system of internal controls and procedures designed to provide reasonable assurance that information systems established, supported, or used by the University are secured against loss and unauthorized use, access, destruction, or modification.

### **Software and System Changes**

- 17.8 Where the University proposes or intends to implement the use of a software or a significant change to the systems environment that has the potential to significantly affect the terms and conditions of employment of a number of Members, it shall first hold meaningful consultations with the Association through Joint Committee prior to adoption.

## Article 18 - Faculty Member Rights and Responsibilities

### General Duties

- 18.1 The duties of Members shall be an appropriate combination of Teaching, Scholarship, and Service.
- 18.2 A Faculty Member shall have Academic Responsibilities in each of the three areas as described in 18.5 to 18.9 of this Article, unless there is a written agreement between the Dean and the Faculty Member to the contrary. Any such agreement shall be consistent with the provisions of this Collective Agreement.
- 18.3 In fulfilling their Academic Responsibilities, Faculty Members are expected to adhere to regulations of Senate.
- 18.4 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Faculty Member or his/her Chair. In cases of disagreement between the Faculty Member and his/her Chair, the Dean or designate will decide, communicating his/her decision to the Faculty Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 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;
  - 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.
- 18.5.1 Where a Faculty Member is a Regular Member of the Faculty of Graduate Studies, normally that Faculty Member is expected to play an active role in graduate education.
- 18.6 A Faculty Member's Responsibilities in the Area of Scholarship include some or all of the following:
- a) the creation of new knowledge, understandings, or concepts;
  - b) the creative application of existing knowledge;
  - c) the organization and synthesis of existing knowledge;
  - d) creative expression; and,
  - e) if applicable, mentoring graduate students to do some or all of a) through d).
- 18.7 These responsibilities require adherence to the ethical standards of the Member's academic discipline(s) and the recognized ethical standards of the national granting councils.

- 18.8 Each Member shall be entitled to, and expected to, engage in, and have time available for, research and creative and scholarly activities. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of such work accessible to the scholarly and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.
- 18.9 A Faculty Member's Responsibilities in the Area of Service:
- a) Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies (for example, Department, College, and Senate committees). Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent. The Dean shall make every effort to ensure that Service commitments are equitably shared.
  - b) Members have the right to participate in the work of learned societies, relevant community service organizations, and professional organizations. A Member's service to such societies and associations shall be considered in the assessment of his/her Service Responsibilities, and shall be treated in the same way as similar duties performed within the University.
- 18.10 The University shall make available transportation, at no charge, to any Member who is assigned duties at the University of Guelph-Humber.

### **Distribution of Effort (DOE)**

- 18.11 A DOE for each Member shall be defined in his/her Letter of Appointment and as mutually negotiated in any subsequent agreements documented in the Member's Official File. The DOE defines the relative effort with respect to activities undertaken in fulfillment of his/her academic responsibilities in the areas of Teaching, Scholarship, and Service.
- 18.12 The DOE shall be the basis for the assignment of duties. The translation of DOE percentages into Teaching and Service assignments, while it may vary from Department to Department, must be clearly delineated for the Members of each Department. The DOE may only be modified through negotiation and agreement of the Dean and the Member.
- 18.13 Unless otherwise agreed to in writing by the Dean and the Faculty Member, the default DOE shall be forty percent (40%) teaching, forty percent (40%) Scholarship, and twenty percent (20%) Service.

### **Amendments to the DOE**

- 18.14 The DOE of a Faculty Member who is a Chair of a Department shall be adjusted at the time of the administrative appointment to recognize the adjusted proportion of Service.
- 18.15 A discussion regarding a change to a Faculty Member's percentage of effort in Teaching, Scholarship, and/or Service may be requested by one or more of the Faculty Member, the Chair, and his/her Dean. Every Faculty Member may request a meeting with his/her Chair to review his/her DOE. The meeting shall take place within fifteen (15) days of receipt of the request, or at a mutually agreed upon time.
- 18.16 Any arrangements that alter a Faculty Member's agreed upon DOE must be by mutual agreement, in accordance with the Faculty Member's career development within the context of



Department operational requirements, and consistent with the provisions of this Agreement. It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Teaching, Scholarship, and Service and shall not alter the percentage workload of a Faculty Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointment.

- 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 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.
- 18.18 A change to a Member's DOE will only be made with the consent of the Member.
- 18.18.1 The provisions of 18.18 may be modified by Letter of Understanding #9 within this Collective Agreement.

## **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 academic unit and across the College.
- 18.19.1 The Chair shall circulate a memo to all Members in his/her 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 outlining courses the Member wishes to teach. The teaching request form shall include an area where the Member may comment on past requests and assignments.
- 18.19.1.2 Through consultations (e.g., circulation of draft teaching assignments) with Members of the Academic Unit (e.g., through the Curriculum Committee and/or Chair's Council), the Chair makes a recommendation to the Dean on teaching assignment.
- 18.19.1.3 The Chair shall note, where applicable, issues that the Dean needs to resolve.
- 18.19.1.4 A copy of the signed Teaching Request Form shall be placed in the 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.
- 18.20 The Dean, or designate, on the recommendation of the Chair, shall finalize the Member's assigned teaching, including E-Learning courses, in writing at eight (8) months in advance of the commencement of the assigned teaching. A copy of the finalized teaching schedule shall be provided to all Members in the Academic Unit by the Dean at least six (6) months in advance of the commencement of the assigned teaching. This 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. Appeals regarding TA support shall be submitted to the Dean.
- 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 equivalent 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.
- 18.21.3 The weighting of an E-Learning Course for the purposes of Promotion and Tenure and Performance Assessment considerations shall be the same as that of a classroom-based course.
- 18.22 Unless indicated in the Letter of Appointment or through mutual agreement of the Faculty Member and the Dean, no Member shall be assigned teaching responsibilities at the Regional Campuses and/or Guelph-Humber.
- 18.23 Assigned Service shall take into account a Faculty Member's total Service commitments (Department, College, University, and External). A Member serving on an external agency or with extraordinary scholarly or contractual commitments may request an adjustment to his/her DOE.

- 18.24 When the University requests, and the Member consents, that a Member perform significant administrative duties or services, there shall be an adjustment in the Member's DOE commensurate with the additional administrative responsibilities.
- 18.25 The Dean is responsible for ensuring that every Department has a fair and transparent process for the equitable assignment of teaching 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 week courses) may be made with the agreement of the Member.
- 18.28 Where a Member is assigned clinical service in the OVCHSC, 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.

### **Research and Development 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 to have assigned teaching responsibilities for three semesters in an Academic Year. Such requests shall be subject to the approval of the Dean.
- 18.31.2 A Faculty Member with an agreed-upon effort of greater than or equal to 70% in the area of teaching may be assigned teaching responsibilities for three 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 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 Research and Development Semesters.
- 18.34 In the case of a Faculty Member who plans to be absent during a 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 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 Research and Development semesters will continue in the Faculty Member's absence.

## Article 19 - Faculty Appointments

### Definitions

- 19.1 All Faculty Members shall have an Appointment corresponding to one of the following types:
- 19.1.1 Tenure-track Appointment is an appointment at the rank of Assistant Professor leading to consideration for the simultaneous granting of Tenure and Promotion to the rank of Associate Professor, or an Appointment at the rank of Associate Professor leading to consideration for the granting of Tenure.
- 19.1.2 Contractually Limited Appointment is an appointment for a specified period not to exceed five (5) years. See article 19.5 below. An appointee in such a position is eligible for consideration for promotion in rank, but is not eligible for consideration for the granting of Tenure. Non-renewal of a Contractually Limited Appointment does not constitute dismissal under the provisions of Article 39: Discipline.
- 19.1.3 Tenured Appointment is an appointment with rank and DOE involving Academic Responsibilities according to the provisions of Article 18: Faculty Member Rights and Responsibilities. Tenure may be conferred:
- a) following successful completion of a probationary period according to Article 21: Tenure, Promotion, and Review of Faculty; or
  - b) at the time of initial appointment, consistent with Article 21: Tenure, Promotion and Review of Faculty.
- 19.1.4 Tenured Faculty Members cannot be dismissed except, and only, for cause and in accordance with the provisions of Article 39: Discipline.

### Ranks

- 19.2 Faculty Members shall be appointed at one of the following ranks:
- a) Assistant Professor; or
  - b) Associate Professor; or
  - c) Professor
- 19.3 A Tenure-track Appointment of an Assistant Professor without completion of his/her terminal degree will be for a maximum of two (2) years, at which point the Appointment will be terminated unless all of the requirements for the terminal degree have been completed. In exceptional circumstances, the Provost may extend this period.
- 19.4 A Tenure-track Appointment shall be for a maximum period of six (6) consecutive years, unless approved otherwise by the Provost, and is subject to the relevant provisions of Article 21: Tenure, Promotion and Review of Faculty.

### Contractually Limited Positions

- 19.5 For Contractually Limited Appointments, at the end of five (5) years, the University will decide to terminate the position or convert the position to Tenure-track. When the decision is to convert the position to Tenure-track, the Dean, on recommendation of the Chair, may recommend to the Provost that the current incumbent be appointed to the Tenure-track Appointment, without a

search. The Provost's decision to appoint without a search will be final. If the decision is to deny the incumbent's Appointment to Tenure-track, the provisions of this Article will apply.

19.5.1 The University shall use reasonable efforts to offer Contractually Limited Appointments for Faculty that are 12 months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

## **Search Committee**

- 19.6 The University will decide when there is an open position and will determine whether a search will be conducted external and/or internal to the University. Through consultation with Department Members, the Dean will determine the qualifications and specific duties required to fill a vacancy. For searches spanning more than one Department, the Dean or Dean(s) must:
- a) identify the Department(s) that are willing to participate in the search;
  - b) seek broad input on qualifications and duties;
  - c) constitute Search Committees to reflect the scope of the position.
- 19.7 Subject to Article 19.5 all vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.
- 19.8 In conducting an external search, the University shall advertise the position in the CAUT Bulletin and/or associated websites and other publications determined as appropriate by the University.
- 19.9 The information to be provided in the advertisement shall include, but not be limited to:
- a) the type of Appointment, as defined in this Article;
  - b) the qualifications, education, and skills required;
  - c) where applicable, rank;
  - d) any applicable equity provisions; and
  - e) the University of Guelph's employment equity statement.
- 19.10 The University will ensure that all members of the Search Committee have received orientation/training to address to address potential unconscious bias prior to the commencement of the advertisement and interview process. No Member shall be required to participate in this training more than once during the term of this Agreement.
- 19.11 The Search Committee shall consist of: the Chair; three (3) Members from, and elected by, the Department; and up to two (2) persons appointed by the Chair. At least two (2) of the three (3) elected Members must hold tenure.
- 19.12 For joint appointments, the Search Committee shall consist of: the Chair of the major Department; three (3) Members from, and elected by, the major Department; and up to two (2) persons appointed by the Chair. At least two (2) of the three (3) elected Members must hold tenure.
- 19.12.1 Exceptional Searches are rare appointments where the University cannot identify the eventual appointee's home Department at the time of the initiation of the search. The Search Committee shall consist of: the Chair of a Department (named by the Dean); four (4) Members elected from and elected by the Departments; and up to two (2)

persons appointed by the Chair. At least three (3) of the four (4) elected Members must hold tenure. Prior to the commencement of the search, the Association shall be advised.

- 19.13 Academic partner accommodation appointments must be reviewed for rank and acceptability by the standing Department Tenure and Promotion Committee.
- 19.14 Notwithstanding Articles 19.11, 19.12, and 19.12.1, when the nature of the search warrants broadening the composition of the search committee, the University shall ensure that:
  - a) The Search Committee is chaired by a Member (i.e., Chair or designate appointed by the Dean);
  - b) The majority of the members of the Search Committee are elected Members (at least two of whom must hold tenure);
  - c) When there is a University representative (e.g., Associate Dean), they will be limited to one (1) and will hold non-voting ex-officio status.
- 19.15 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 19.16 Exceptions to search committee structures (per 19.11 – 19.14) shall be made only with prior approval of the Association.
- 19.17 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean and the Provost that the candidate be appointed without an external search.
- 19.18 The Search Committee will be an ad hoc committee whose final membership must be approved by the Provost.
- 19.19 The University will provide all candidates who are interviewed with the contact information for the Association.
- 19.20 In accordance with the University's equity goals, the Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers.
- 19.21 Consistent with principles of employment equity, the Parties agree that:
  - a) the primary criterion for appointment to positions in the University is academic and professional excellence; and
  - b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 19.22 Members who serve on Search Committees shall maintain confidentiality regarding the Committee's deliberations, documents, consultations, and proceedings.
- 19.23 Pursuant to Article 8: Conflict of Interest and Conflict of Commitment, should any member of the Search Committee, including the Committee's chair, have a conflict of interest, he/she shall declare it and withdraw from consideration of, and voting on, all relevant cases.

## Candidate Assessment Procedures

- 19.24 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 19.25 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Dean with a recommended short list of candidates to be interviewed.
- 19.26 The Dean shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 19.27 The Dean shall facilitate the seeking of input from members of the Department or in the case of Joint or Exceptional Searches, Departments.
- 19.28 After interviewing the short-listed candidates, the chair of the Search Committee shall make written recommendation(s) to the Dean. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Search Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 19.28.1 For an Exceptional Search the respective Department Tenure and Promotion Committee will conduct a review of the Search Committee's recommended candidate(s) and will provide written recommendations to the Dean on whether the candidate(s) is recommended to be appointed to the Department, and if so, Rank and Tenure status.
- 19.29 In the case of an academic partner accommodation appointment, the standing Department Tenure and Promotion Committee shall make a written recommendation to the Dean as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.
- 19.30 Any academic partner accommodation appointment 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.
- 19.31 While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list of recommended candidates from the Search Committee (and the Department Tenure and Promotion Committee(s) for an Exceptional Search). The Dean and Provost have the option of continuing the search.

## 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:
- a) date of commencement and, where appropriate, date of termination of the Appointment;
  - b) rank;
  - c) salary;



- d) type of Appointment as defined in Article 19.1;
- e) Distribution of Effort;
- f) any credit for years of service for eligible benefits (e.g., Study/Research Leave);
- g) Campus, Department and/or Unit in which the Appointment is made, including the position to whom the candidate will report;
- h) if applicable, date of final consideration for the granting of tenure;
- i) if applicable, the description of any special duties or conditions that may apply, consistent with the Agreement;
- j) a copy of guidelines respecting Tenure and Promotion expectations as per this Agreement; and
- k) contact information about the Association.

19.33 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

### **Joint Appointments**

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

19.35 The allocation of responsibilities among the respective units shall be set out in the Letter of Appointment.

19.36 The major Department shall be responsible for managing the joint assessment of performance and, where applicable, the Tenure and Promotion considerations, with input from the other Department.

19.37 A Joint Appointment of an existing Member may be reviewed, or a new joint appointment established, by the Dean concerned, with the agreement of the Member.

## **Article 20 - Appointments of Chairs/Directors of Schools**

### **Chairs/Directors of Schools**

- 20.1 For the purpose of this Article, Chair shall mean Chair of Department or Director of School. This Article does not apply to the OVC-HSC, AHL, or the Library.
- 20.2 A Chair shall be a tenured Member. Accountable to the Dean, the Chair is responsible for the orderly, effective, efficient, and collegial operation of his/her Department. The Chair has overall responsibility to ensure that Department practices and processes are formulated, promulgated, and followed, and that College and University policies and procedures are followed.
- 20.3 The Chair, through mentoring and facilitation, shall support each Member of his/her Department in the fulfillment of the Member's assigned responsibilities.
- 20.4 The Chair, through consultation with Members of the Department, formulates recommendations concerning policy or the matters of interest to the Department. Such recommendations shall be directed to the Dean.
- 20.5 The other responsibilities of the Chair are those assigned to the Chair in this Agreement and those in the Letter of Appointment, which shall be consistent with her/his status as a Member of the Bargaining Unit. Copies of the Letter of Appointment for Chairs, Acting Chairs, and Interim Chairs shall be provided to the Association. A Letter of Appointment is not required for a Deputy Chair.

### **Terms of Appointment of a Chair**

- 20.6 The term of Appointment of a Chair shall normally be five (5) years. At the end of five (5) years, the term may be renewed once in accordance with this Article.
- 20.7 A Member who is a Chair shall receive an annual stipend at the time of the appointment to the position of Chair in accordance with Article 53: Compensation. At the conclusion of his/her appointment as Chair, the Member shall no longer be eligible for the Chair's stipend.
- 20.8 The DOE of a Member who is appointed as Chair shall, after discussion with the Dean, be adjusted to reflect the percentage allocated to Service.

### **Terms of Appointment of Deputy and Acting Chairs**

- 20.9 In the event a Chair is going to be absent from campus for a period of less than one (1) month, the Chair may recommend, and the Dean, at his/her discretion, may appoint, a Deputy Chair. A Deputy Chair is not eligible to receive the administrative stipend. A Member shall not be appointed Deputy Chair without his/her consent.
- 20.10 In the event a Chair is going to be absent from campus for a period of one (1) month or longer, the Dean will appoint an Acting Chair who will be provided an administrative stipend for the period of the Acting appointment, on a pro-rata basis as per Article 53: Compensation.
  - 20.10.1 The term of an Acting Chair shall normally not exceed a period of one (1) year from the date of appointment. A Member shall not be appointed Acting Chair without her/his consent.

### *Terms of Appointment of Interim Chairs*

- 20.11 Each Department shall normally have a Chair. In the event that the position of Chair becomes vacant due to illness, or an extended search process continues beyond the end of the Chair's term of appointment, the Dean may appoint an Interim Chair. The term of an Interim Chair shall not normally exceed a period of one (1) year from the date of appointment. A Member shall not be appointed Interim Chair without her/his consent. An Interim Chair will be provided an administrative stipend for the period of the appointment on a pro-rata basis as per Article 53: Compensation.
- 20.12 The appointment of an Interim Chair is not meant to replace the initiation of a search process. In the event that the position of Chair becomes vacant, a search committee will be struck as per Article 20.16 as soon as is practicable.

### **Renewal of a Chair for a Second Five (5) Year Term**

- 20.13 The Dean will make his/her recommendation to the Provost. If the Provost decides the incumbent Chair will not be renewed for a second term, a Search Committee will be struck.

### **Search Committee for the Position of Chair**

- 20.14 At the time of a search for a Chair, the Dean, in consultation with the Provost, shall convene a Search Committee.
- 20.15 The composition of the Search Committee shall be:
- a) two (2) Members designated by the Dean from outside the Department, one (1) of whom must be a Department Chair;
  - b) two (2) non-Members affiliated with the Department, designated by the Dean;
  - c) three (3) Members elected by the Department. At least two (2) of the three elected Members must hold tenure; and
  - d) the Dean, who will act as chair.
- 20.16 The Dean, in consultation with the Search Committee, may recommend to the Provost that an internal search be conducted.
- 20.17 If conducting an external search, the University shall advertise the position in the CAUT Bulletin or associated website, University Affairs, and other publications as determined by the University.

### **Assessment Procedures**

- 20.18 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a short list of recommended candidates to be interviewed. The Dean and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.
- 20.19 The evaluation and ranking of the candidates by the Search Committee will be confidential.
- 20.20 The Dean will seek input from Department members and will facilitate input from members of the University community.
- 20.21 After interviewing the candidates, the Dean, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Dean

and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The Dean and Provost have the option of continuing the search.

### **Transition Leave**

- 20.22 Upon completion of five (5) years or more in the position of Chair, the Member is eligible for two semesters of Transition Leave. However, the Chair is entitled to request Transition Leave with salary for up to one (1) of these semesters during a term of Appointment. If a Leave of more than one (1) semester is required during a term of Appointment, the incumbent will be expected to resign from his/her administrative appointment. A period of Transition Leave, at the end of the term of the appointment, is not considered to be part of the term of the appointment.
- 20.23 Transition Leave is intended to provide a Chair with sufficient time to re-establish or enhance his/her research and/or teaching skills to prepare him/her for return to the professoriate. So long as recognized scholarly objectives are being sought, both study and research activities, whether singly or in some combination, should be regarded as eligible to satisfy the purposes of the Transition Leave.
- 20.24 Transition Leave will be paid leave.
- 20.25 The two semesters of Transition Leave shall be continuous unless combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities. Transition Leave shall normally commence on either September 1 or January 1, immediately following the completion of the term of Chair, except by mutual agreement of the Member and the Dean.
- 20.26 A period of Transition Leave can be combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities, during which time no teaching is assigned, as long as the total period does not exceed twelve (12) months, except by mutual agreement of the Member and the University.
- 20.27 Credited service toward eligibility for Study/Research Leave will be accumulated at the rate of one semester of credited service for each year served as Chair.

#### *Transition Leave for Deputy, Acting, and Interim Chairs:*

- 20.28 An appointment to Chair of less than five (5) years or a part-time Chair, or to Deputy Chair, Acting Chair, or Interim Chair shall accrue Transition Leave as follows:
- 20.28.1 A Chair of less than five (5) years, or a part-time Chair, shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.28.2 Deputy Chairs (per 20.9) are not eligible to accrue credit toward Transition Leave.
- 20.28.3 Acting Chairs (per 20.10) shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.28.4 Interim Chairs (per 20.11) shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.29 A written request for Transition Leave will be made to the Dean and will include:
- a) a statement of goals;

- b) an activity plan;
- c) an indication of when and where the Leave is expected to be taken;
- d) where applicable, the results of the previous Leave; and
- e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.

20.30 Normally, requests are submitted to the Dean at least nine (9) months prior to the intended starting date of the Leave. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date of the Leave.

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

- 21.1 This Article applies to Tenure, Promotion, and Review decisions of 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 accord 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 Member on an annual basis that both the Dean and the Chair are available to mentor the 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, 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.
- 21.5 Faculty have the right to know explicitly what criteria are used for Tenure, Promotion, and Review purposes as well as reasons for decisions related to their Tenure, Promotion, and Review. The process must be transparent, fair, and equitable.
- 21.5.1 Approved Tenure and Promotion Guideline documents shall be posted on the Department/School Website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 21.6 The conferring of Tenure and Promotion to Associate Professor is a very important step in the relationship between the University and a Faculty Member and it should be decided upon only after careful consideration and attention to due process. The granting of Tenure and Promotion to Associate Professor recognizes academic competence and maturity and significant scholarly achievement, demonstrated by contributions to the academic functions of the University and to the Member's discipline within and outside the University. The conferring of Tenure and Promotion to Associate Professor obliges the University to support the career of the Member and it obliges the Member to continue to perform in a manner deserving of that support.
- 21.7 Promotion to Professor recognizes long-term, established, and outstanding Scholarship. It is granted in recognition of academic competence, maturity, and, normally, an established international reputation for achievement and expertise in the Member's field.
- 21.8 Contractually Limited Faculty Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration for Tenure and therefore the granting of Promotion to Contractually Limited Members does not confer Tenure.

- 21.9 In considering a Member for Tenure and Promotion to Associate Professor or Promotion to Professor, consideration will be given to the individual Member's life-time contribution in the areas defined in Article 18: Faculty Member Rights and Responsibilities.
- 21.10 Each candidate for Tenure and Promotion to Associate Professor or Promotion to Professor is expected to establish a record of performance in each of Teaching, Scholarship, and Service.
- 21.11 Consideration of the DOE accorded to Teaching, Scholarship, and Service by a Tenure and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.
- 21.12 While a candidate must have achieved a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong performance in Teaching or Scholarship. However, an unsatisfactory record of performance in Service contributions may be an important factor in the denial of Tenure and/or Promotion.
- 21.13 The evaluation of a 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 Probationary period for part-time 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, 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 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's) 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. All Members, at the time of initial appointment, are to be given a copy of the approved Departmental criteria that will be used for Promotion, Tenure, and Review purposes.
- 21.18 The Dean, in consultation with the Provost, will develop standard documentation templates. Each Dean will consult with the College Tenure and Promotion Committee in the development of these templates:

### **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) in which each Faculty Member in that College will document his/her relevant life-time scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, Service, 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 relevant scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, Service, and publication reprints.

### **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. 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. 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.

21.19 The Department Committee Performance Assessment Report (per 21.18.3 and 21.18.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

21.20 All Department Committee Progress Reports (as per 21.18.5) and Department Committee Tenure and Promotion Reports (as per 21.18.6) will be retained in the Official File of the Member until such time that Tenure and Promotion has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

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 (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 Committee, 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 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) 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;
- e) All assessments will be in writing;
- f) 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.
- g) 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
- h) 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.

21.24 The composition of each Department Tenure and Promotion Committee shall be:

- a) The Chair of the Department, who will act as chair of the committee and who will be provided a second vote to break a tie;
- b) Four tenured Faculty Members in the Department, elected for a two year term by the Faculty Members in the Department;
- c) One full-time Tenured Faculty Member from within the College. The College Member shall be elected for a two-year term by the Faculty Members in the College, and will be a non-voting member.

*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) Those who are already members of the Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) The Department Member of the College Committee,
- d) The College Member,
- e) Those who have served two consecutive terms over the past four years,
- f) The 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-week nomination period.

21.25.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed 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.

21.25.3 All Faculty Members in the Department holding tenured, tenure-track, or full-time 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 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. He/she 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.

- 21.25.6 If through illness, or for any other reason, it appears that the Department Member of the Department Tenure and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.25.1-21.25.6 will be held to find a replacement Member to fill the remainder of the term.
- 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.
- 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 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.
- 21.29 The Chair shall ensure that Members of the Committee are provided with the relevant Tenure and Promotion Guidelines document.

### **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 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
- i) issue a letter to the Faculty Member communicating the College Committee's assessment and recommendation according to the provisions of 21.46.

21.31 The composition of each College Tenure and Promotion Committee shall be:

- a) the Dean of the College, who will act as chair of the Committee and who will vote a second time to break a tie;
- b) a tenured Faculty Member from each Department, elected for a two-year term by the Faculty Members of the Department, and who is not also a member of the Department Tenure and Promotion Committee; and
- c) one full-time Tenured Faculty Member from within the College who is also serving on the Department Tenure and Promotion Committee.

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

21.32 Every 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) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) The College Member,
- 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.

21.32.1 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-week nomination period.

21.32.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed 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 Associate Professor shall serve.

21.32.3 All Faculty Members in the Department holding tenured, tenure-track, or full-time contractually-limited appointments of more than 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 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 will be eligible to serve two consecutive terms, 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.

21.32.6 If through illness, or for any other reason, it appears that the Department Member of the College Tenure and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.32.1-21.32.5 will be held to find a replacement Member to fill the remainder of the term.

*Election of the College Member*

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

- a) 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-week nomination period.

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

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

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 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 will be eligible to serve two consecutive terms and then must take an absence of one term before being eligible for reelection as the College Member.

21.33.6 If through illness, or for any other reason, it appears that the College Member will be unable to attend the meetings of the Committees, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.33.1-21.33.5 will be held to find a replacement Member to fill the remainder of the term.

21.34 The Chair of the Department Committee will ensure the transfer to the College Committee of the Assessment File considered by the Department Committee. The Dean may request that a Chair appear before the College Committee as part of the deliberation process.

21.35 The complete Assessment File shall include all of the same information considered by the Department Committee plus the Assessment/Progress Report(s) from the Department Committee. The Assessment/Progress Report(s) from the Department Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Faculty Member's performance in relation to expectations set out in the approved Tenure and Promotion Guidelines document.

### **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 cannot be based on hearsay information).

21.37 The decisions of the Department and College Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to the consideration of and decision on a particular case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.

21.38 Where a Chair of a Department wishes to be considered for Promotion, the procedure shall be followed as for any other Faculty Member except that for the purpose of consideration of the Promotion, the Department Committee will choose one of its own Members in the Department to act as chair of the Committee while the matter is dealt with.

### **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 Template to the Chair according to the timelines indicated in this Article. 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 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 Assessment File.

### **Granting of Tenure**

21.41 Failure to submit 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 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 termination of the Faculty Member's Tenure-track Appointment.

- 21.42 In the final review of tenure-track Members, consideration for the granting of Tenure and Promotion to the rank of Associate Professor will occur. The decision will be either to grant Tenure and confer Promotion to Associate Professor or not to grant Tenure and terminate the Faculty Member's 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, 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) (2, 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 name and full contact information of 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) (2, 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**

- 21.45 The Department Committee will assess each Faculty Member's performance and make a recommendation to the chair of the College Committee with respect to the granting of Tenure and Promotion to Associate Professor or Promotion to Professor. The Department Committee will complete the appropriate Report (as per 21.18) for each Faculty Member who has been considered. The Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the College Tenure and Promotion Committee.
- 21.46 Within fifteen (15) days of the completion of Tenure and Promotion considerations at the College Tenure and Promotion Committee, the Dean will provide, to each Faculty Member being considered, a letter (signed by all members of the College Committee who were present for the relevant deliberations) indicating the following:
- a) for Tenure-track Faculty Members: An assessment of progress toward Tenure and Promotion to Associate Professor;
  - b) for all Faculty Members who were considered for Tenure and Promotion to Associate Professor or Promotion to Professor: the recommendation of the College Tenure and Promotion Committee along with the reasons for the recommendation.
- 21.47 For Faculty Members considered for Tenure and Promotion to Associate Professor, the letter from the Dean will include one of the following recommendations:
- a) that Tenure be granted and Promotion to Associate Professor be conferred;
  - b) that the Tenure-track Appointment be continued; or
  - c) that Tenure not be granted and the Appointment be terminated.



In the final year of candidacy for Tenure and Promotion to Associate Professor, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 21.50, and to contact the Association.

- 21.48 The College Tenure and Promotion Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to the recommendations.
- 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 decision to the Faculty Member immediately. The new rank will become effective the following July 1<sup>st</sup>. In the case of a denial of tenure, reasons will be provided.

### **Appeals**

- 21.50 Within fifteen (15) days of the date of issuance of the letter from the Dean, the Faculty Member may appeal a negative recommendation of the College Tenure and Promotion Committee to the chair of the University Tenure and Promotion Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.
- 21.51 The appellant Faculty Member may request to see his/her 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**

- 21.52 The University Tenure and Promotion Appeals Committee will serve as an advisory body to the Provost, who will act as Committee Chair. All Members of the Appeals Committee must have Tenure and must have either held the rank of Associate Professor for a minimum of five (5) years or hold the rank of Professor. Membership of the Committee shall consist of one representative and one alternate representative from each College of the University elected for a two-year term by the Members of that College. Membership shall be staggered so that one half of the body of representatives and one half of the body of alternate representatives is elected each year.
- 21.53 No Member may serve more than three (3) consecutive two-year terms. A Member may be eligible for re-election to the University Tenure and Promotion Appeals Committee after an absence of one term.
- 21.54 Every tenured Faculty Member in each College is eligible to be nominated to serve as the College Representative or Alternate on the University Tenure and Promotion Appeals Committee except:
- a) 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) The College Member,
  - d) Any Chair,

- e) Those who have served two consecutive terms over the past four years.
- 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-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 designate will be enumerators and will inform the College of the results.
- 21.54.3 All Faculty Members in the College holding tenured, tenure-track or full-time contractually-limited appointments of more than 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 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, and then must take an absence of one term before being eligible for reelection to the University Tenure and Promotion Appeals Committee.
- 21.54.6 If through illness, or for any other reason, it appears that both the College Representative and Alternate will be unable to attend the meetings of the University Tenure and Promotion Appeals Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.54.1-21.54.6 will be held to find a replacement Member to fill the remainder of the term.
- 21.55 The complete Assessment File shall include all of the same information considered by the College Committee.
- 21.56 The Faculty Member may choose to appear before the Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she 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.
- 21.57 The Committee may request the Faculty Member, the Chair, the Dean, or any other member of the Department or College Tenure and Promotion Committees to appear before it.
- 21.58 The University Tenure and Promotion Appeals Committee shall consider all appeals and recommendations from the College Tenure and Promotion Committees and will make its recommendation to the President.
- 21.59 The Provost may, where he/she 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.

## Performance Review

### 21.61 *Faculty*

Members will be considered biennially by the Department and College Tenure and Promotion Committees for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.

- 21.62 The biennial performance review of tenure-track or 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 completed and confirmed eCV Performance Assessment Template to the Chair by August 15th. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation.

21.63.1 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 Performance Assessment Process, a Member may, in addition to the 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 eCV.

- 21.64 Failure to confirm 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 assessment.

- 21.65 Notwithstanding the scheduling provisions outlined in 21.61, the following assessments will occur on an annual basis:

- a) Subsequent to any overall biennial performance assessment of a Tenure-track or Tenured Faculty Member that is less than "Good," that Member will be subject to an annual review of performance by the Department and College Tenure and Promotion Committees for the purpose of providing feedback on performance. No performance raters will be determined.
- b) The performance of all Contractually Limited Faculty Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 21.62 above).

- 21.66 The Department Committee will assess each Faculty Member's performance and will complete a Performance Assessment Report for each Faculty Member who has been considered. The

Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The Department Committee will not rank order Faculty Members within the performance rater categories. The Performance Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Performance Assessment Report will be sent to the chair of the College Tenure and Promotion Committee.

- 21.67 Following consideration by the College Committee, the Dean will provide in writing (and signed by all members of the College Committee who were present for the relevant deliberations) the assessment of the Faculty Member's performance. The letter to the Member will include explicit mention of the Member's right to appeal the assessment, as per Article 21.68, and to contact the Association.

### **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 Official File/Assessment File, which includes the signed Performance Assessment Report from the Department Committee.
- 21.70 The University Tenure and Promotion Appeals Committee may request the Faculty Member, the Chair, the Dean, and any other Member of the Department and/or College Committees to appear before it as part of the appeal process.
- 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 requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.
- 21.72 The Faculty Member is entitled to be accompanied to the meeting of the University Tenure and Promotion Appeals Committee by a representative of the Association.
- 21.73 The chair of the University Tenure and Promotion Appeals Committee will provide the decision in writing to the Faculty Member within fifteen (15) days of the date of the meeting at which the Faculty Member's appeal was heard.

### **Grievance**

- 21.74 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

## Article 22 - Study/Research Leave for Faculty

- 22.1 Study/Research Leave with salary is an essential means of enabling Faculty Members to maintain and enhance their quality as scholars. Such Leave enables the University to maintain and enhance excellence through the Faculty Member's subsequent contributions to his/her teaching and research programs. To satisfy the purpose of this Leave, it is necessary that scholarly objectives are being sought and that both study and research activities, whether singly or in some combination, are consistent with these objectives.
- 22.2 Full-time Faculty Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous faculty service (or its equivalent) since appointment at the University. Only tenured Faculty Members may take a Study/Research Leave.
- 22.3 A Tenured Faculty Member holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54: Reduced Workload, is eligible to apply for Study/Research Leave to commence after six (6) years of active employment with the University. The procedures and conditions that apply are those outlined in the remainder of this Article, adjusted to accommodate the reduced workload/part-time appointment.
- 22.4 Prior eligible service for leave with salary as a Faculty Member at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave with salary. Credit will be calculated on the basis of one year for every two (2) years of full-time academic service at another institution, to a maximum of three (3) years. This equivalent amount of leave to be credited will be specified by the Dean in the Letter of Appointment as per Article 19: Faculty Appointments.
- 22.5 Following return from each Study/Research Leave, tenured Faculty Members are entitled to apply for one semester of Study/Research Leave after three (3) years of active employment, or for two (2) semesters after six (6) years of active employment.
- 22.6 Faculty Members who have held an academic administrative appointment since a previous Study/Research Leave are eligible to apply for Study/Research Leave when the sum of years of active employment both prior and subsequent to the term of administrative appointment (and excluding any period of academic administrative leave after the term of appointment) is equal to six (6) years.
- 22.7 A Faculty Member who has served in an academic administrative position may claim one semester of credit for each year of service toward Study/Research Leave.
- 22.8 A minimum of one year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the Dean and the Provost.

### *Application for Leave*

- 22.9 Application for Study/Research Leave must be in writing to the Department Tenure and Promotion Committee through the Chair of the Department. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.
- 22.10 The written application for Leave will include:
- a) statement of goals;

- b) a plan of scholarly activity;
- c) an indication of when and where the Leave is expected to be taken;
- d) an up-to-date Curriculum Vitae; and
- e) a plan of how contractual research responsibilities (including OMAFRA) will be handled during the period of leave.

#### *Decision Procedures*

- 22.11 The Department Committee will consider all written applications for Study/Research Leave as soon as is practicable following their receipt.
- 22.12 The Department Committee will assess applications on the basis of their merit and their consonance with the statement of goals of the Study/Research Leave. A Faculty Member's record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave will be components in the assessment of the application.
- 22.13 The Department Committee, through the Chair, will make its recommendations to the Dean within twenty (20) days of receipt of the application.
- 22.14 The Dean will inform the Faculty Member and the Department Chair in writing of his/her decision to approve or deny the Leave within twenty (20) days of receipt of the Departmental recommendation. Reasons for denial or for the need to delay the commencement of such a Leave, where applicable, will also be given in the Dean's letter.
- 22.15 Under exceptional conditions determined by Department needs and priorities, and with the approval of the Dean, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return that would have occurred had the Leave not been delayed.
- 22.16 Under exceptional circumstances and with the approval of the Dean, the start date of a Faculty Member's approved Study/Research Leave may be delayed, by the Member, for up to two (2) years. Any entitlement towards the next Leave accrued during such a delay is not jeopardized.
- 22.17 A Faculty Member whose application for Study/Research Leave has not received approval from the Dean may appeal to the Provost. Appeals are restricted to consideration of the academic merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the Department Committee and the Dean.

#### *Duration of Leave*

- 22.18 Faculty Members who qualify under this Article may apply for a period of Leave of one or two semesters duration with salary and benefits. A Study/Research Leave will include the annual vacation entitlement appropriate to the length of the Leave.
- 22.19 On the completion of a period of Study/Research Leave, the Faculty Member will assume the responsibilities that would normally have been scheduled for that particular semester.

*Conditions of Study/Research Leave*

- 22.20 The scheduling of a Study/Research Leave is to be granted independently of any other Leave entitlement. Where University Service commitments will be affected by the granting of a Research/Study Leave, the Chair and Dean, in consultation with the Faculty Member, will be responsible for making any necessary administrative arrangements to enable the Leave.
- 22.21 Within sixty (60) days of the conclusion of the Leave, the Faculty Member will provide a written report describing what has been accomplished, in relation to the plan submitted. The report will be provided to the Chair and made available to the Department Committee and Dean.
- 22.22 It is expected that a Faculty Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

## Article 23 - Overload Teaching

- 23.1 When the University determines a need for more courses or sections than can be mounted by available Faculty Members within the limits of normal teaching commitments, the Chair will initially provide an opportunity to qualified Tenure-track and Tenured Faculty Members to teach such offerings on an overload basis. Such arrangements shall be subject to the approval of the Dean.
- 23.2 A Faculty Member who, subject to approval in writing by the Dean, teaches more than his/her normal workload, shall be paid an overload stipend.
- 23.3 Compensation for Overload Teaching shall be consistent with the rates as per Article 53: Compensation.
- 23.4 A Faculty Member may teach, with approval of the Dean, a maximum of one course on Overload per Academic Year. Approval to teach more than one course on Overload per academic year must be based on extenuating circumstances and is subject to approval by the Dean.
- 23.5 Faculty Members on Reduced Workload Appointments or with approved release time (i.e., current workload in teaching is less than departmental norm for the Member's agreed-upon percentage effort in teaching) from teaching are not eligible for Overload Teaching.
- 23.6 The Association shall be notified of the names and Departments of the Faculty Members engaged in Overload Teaching and the level(s) of remuneration provided.



## **Article 24 – Transfers, Redeployment or Buyouts of Faculty and Librarian Members Due to Restructuring or Academic Program Reorganization**

### *Transfers*

- 24.1 Members may request to be transferred to Departments other than those to which they were originally appointed, subject to the mutual consent of the Member and the University.
- 24.2 All existing entitlements, including, but not limited to rank, salary, benefits, leaves, and seniority shall be transferred with the Faculty Member(s).

### *Restructuring*

- 24.3 In response to substantive changes in curriculum, strategic direction, and/or structure of the Department/School that are not addressed through Article 24.4, the Provost, in consultation with the Association, shall decide whether to make the provisions of Article 24.12 available to the affected Members.

### *Program Reorganization*

- 24.4 When the University approves a reorganization that involves the closure, reduction, amalgamation, or transfer of an academic program or programs that may lead to the transfer of one or more Members, a Redeployment Advisory Committee will be struck by the Provost to provide advice on measures needed to effect the reorganization, including (where applicable) redeployment, buyout, or retirement.

### *Redeployment Advisory Committee*

- 24.5 The Redeployment Advisory Committee will be comprised of the Dean or University Librarian (as appropriate) and one Tenured Faculty Member from each Department within the College, or for Librarian Members, two (2) Librarians with Continuing Appointment, jointly named by the Association and the University.
- 24.6 The Redeployment Advisory Committee will prepare a plan that includes a list of those Members who are or may be affected. This plan will be submitted to the Provost within thirty (30) days of the Committee being struck.

### *Redeployment Process*

- 24.7 The Provost will convene a meeting with the President of the Association to provide notification that a program redundancy will be effected and will provide the names of the affected Faculty Members. The Provost will provide this notification in writing to the President of the Association at this meeting.
- 24.8 Following this meeting and within ten (10) days, the Dean or University Librarian will meet individually with each of the affected Member(s) to inform him/her of the impending reorganization and discuss options available for individual Members. The Dean or University Librarian will discuss with the affected Member(s) his/her individual career goals and perceived fit with other academic units (for Faculty Members), or other existing opportunities (for Librarian Members). The Dean or University Librarian will then make a written recommendation to the Provost on the most likely academic Department for the transfer of the Faculty Member or

existing opportunity for the transfer of the Librarian Member. The Provost shall inform the Member in writing of the decision on transfer and the reasons for the decision. The Member may be accompanied by another Member or a representative of the Association at this and subsequent meetings.

- 24.9 Within thirty (30) days, the Member must accept the transfer or request, in writing, that a buyout or retirement option (per 24.13) be initiated.
- 24.10 All existing entitlements, including, but not limited to rank, salary, benefits, leaves, and seniority shall be transferred with the Member(s).
- 24.11 A Member may not be transferred from the University of Guelph main campus without his/her consent.

*Buyout or Retirement Option*

- 24.13 A Member shall be offered a minimum buyout or retirement option that provides for one month's salary for each year of service with a minimum buyout of six (6) months up to a maximum of twenty-four (24) months.

## **Article 25 - Rights and Responsibilities of Librarians**

### *General*

25.1 The Librarian Members' work and qualifications are academic in nature and as such, Librarian Members are partners with the Faculty in the realization of the University's academic goals and mission. A Librarian holds an academic appointment within the University that encompasses the academic and professional responsibilities of Librarians as defined in this Article.

### **Academic and Professional Responsibilities of Librarians**

25.2 Librarian Members shall hold the following minimum academic qualifications:

- a) an undergraduate degree from a university recognized by the University of Guelph, and;
- b) a postgraduate degree from a school of library and information studies or equivalent body accredited by the American Library Association.

25.3 For the purposes of this Article, "Manager" shall mean the person to whom the Member directly reports.

25.4 The duties and responsibilities of a Librarian Member shall be an appropriate combination of:

- a) Professional Practice of Academic Librarianship;
- b) Scholarship: research, study, professional development, scholarly and creative activities; and,
- c) Service: University service and academic or professional service.

25.5 A Librarian Member shall have Academic and Professional Responsibilities in each of the three areas as described in Articles 25.9 through 25.13, unless there is a written agreement to the contrary as per Article 25.19.

25.6 Librarian Members shall have a year-round involvement in the work of the University, exclusive of vacation, reduced workload agreements as per Article 54: Reduced Workload, and approved Leaves.

25.7 Each Librarian Member shall have a written position description that outlines the Professional Practice responsibilities of his/her position.

25.8 Each Librarian Member shall be entitled to, and expected to, engage in, and have time available for, Scholarship and Service in accordance with the Scholarship and Service Proposal provision in 25.18 of this Article. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of his/her scholarly activities accessible to the scholarly and general public through publication, conference presentations, lectures, public performances, and other appropriate means.

### **Professional Practice of Academic Librarianship**

25.9 The Professional Practice of Academic Librarianship will include one or more of the following activities:

- a) development, management and evaluation of information resource collections;

- b) provision of subject-specialized and general reference services;
- c) appraisal, acquisition, bibliographic control, storage, preservation, and conservation of information resources and collections;
- d) management of human and material library resources, including administrative or managerial performance for those Librarian Members holding administrative appointments;
- e) development, implementation, and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication;
- f) provision of information literacy and curriculum support, including programming, collaboration, instruction, and teaching;
- g) faculty outreach and liaison, including participation in research and support for scholarly communication;
- h) evaluation, measurement, and analysis of user needs and library services and resources;
- i) research services, extension, and other activities related to programs under contract to the University; and
- j) any other function performed by professional librarians.

### **Scholarship: Research, Study, Professional Development, Scholarly and Creative Activities**

25.10 A Librarian Member's responsibilities in the area of Scholarship, research, study, professional development, and scholarly and creative activities, hereinafter referred to as "Scholarship," include:

- a) the creation of new knowledge, understandings, or concepts;
- b) the creative application of existing knowledge;
- c) the organization and synthesis of existing knowledge;
- d) the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians;
- e) creative expression; and
- f) professional development through the planning of, implementation of, and/or participation in workshops, conferences, coursework, or, professional exchange or other educational programs.

25.11 These responsibilities require adherence to the ethical standards of the Member's academic discipline(s) and the recognized ethical standards of the national granting councils.

### **Service: University Service and Academic or Professional Service**

25.12 Librarian Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies (e.g., Library, Senate and University committees). Where participation in such bodies is by election or appointment, a Member shall be elected or

appointed only with his/her consent, except where such service commitment is outlined within the Member's position description.

- 25.13 Librarian Members have the right to participate in the work of professional associations, learned societies, and relevant community service. A Member's service to such societies and associations shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University. When a Member's Service to such societies, associations, agencies, or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Manager to ensure that his/her scheduled responsibilities are fulfilled.

### **Distribution of Effort (DOE)**

- 25.14 A Librarian Member's DOE defines relative effort with respect to activities undertaken in fulfillment of his/her academic and professional responsibilities in the areas of Professional Practice, Scholarship, and Service, as defined in this Article. The DOE and written position description shall be the basis for the assignment of duties.
- 25.15 A DOE for each Librarian Member shall be defined in his/her Letter of Appointment and may be modified as mutually negotiated by subsequent arrangements made under the provisions of this Article and documented in the Member's Official File.
- 25.16 Unless otherwise agreed to in writing by the University Librarian and the Member as per this article, the default DOE for the academic and professional responsibilities of Librarians shall be seventy (70%) for Professional Practice and thirty percent (30%) for a combination of Scholarship and Service (where Scholarship must be a minimum of 10%). Any such agreement shall be consistent with the provisions of this Agreement.

### **Workload and the Assignment of Responsibilities**

- 25.17 The University Librarian, or designate, in consultation with the Librarian Member's Manager, will ensure that the assigned responsibilities of Professional Practice and University Service for Members are distributed as fairly and equitably as is reasonably possible. The exact distribution of these responsibilities may vary among areas within the Library and among individuals, in recognition of the needs of the Library and University, the type of appointment, and, when possible, to reflect the interests and area(s) of expertise of the Member.
- 25.18 It is agreed and understood that Members shall be allowed time during normal working hours for Scholarship, provided that the timing of such activities can be accommodated within the obligations of the Unit and do not unduly affect the performance of assigned duties.
- 25.18.1 The University recognizes the importance of each Librarian Member's contributions in the areas of Scholarship and Service. In order to fulfill substantial and ongoing commitments, based on the DOE, the Member shall develop a Scholarship and Service Proposal in consultation with his/her Manager for submission to the University Librarian, or designate, that identifies his/her activities in these areas of academic responsibility and the time allocation proposed to achieve them. The University Librarian, or designate, shall approve the request for dedicated time for the pursuit of Scholarship and Service, based on the operational needs of the Library. Time provided under the Scholarship and Service Proposal shall not affect entitlement to any other Leave provisions available to a Member under this Agreement.

- 25.19 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Librarian Member or his/her Manager. In cases of disagreement between the Member and his/her Manager, the University Librarian, or designate, will decide, communicating his/her decision to the Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 25.20 In conformity with the current workload and hours-of-work standards within a Librarian Member's unit, it is recognized that Librarian Members have a fixed number of scheduled work hours. Scheduling of Members shall be made with due regard to a Member's DOE and the provisions of this Agreement.

### **Amendments to DOE for Librarians**

- 25.21 A discussion regarding a long-term change to a Member's percentage of effort in Professional Practice, Scholarship, and/or Service, may be requested by the Member, his/her Manager, or the University Librarian, or designate. The Member may request a meeting with his/her Manager to review his/her DOE. The meeting shall take place within fifteen (15) days of the receipt of the request, or at a mutually agreed-upon time.
- 25.22 The DOE of a Librarian Member who holds an Administrative Appointment may be adjusted to reflect the nature of his/her responsibilities. The provisions of this Article shall be used for this adjustment.
- 25.23 Any arrangements which alter a Member's agreed-upon DOE must be by mutual agreement, in accordance with the Member's career development, within the context of operational requirements of the Library, and consistent with the provisions of this Agreement.
- 25.24 It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Professional Practice, Scholarship, and Service and shall not alter the overall workload of a Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointments.
- 25.25 Following the meeting in 25.21, the Librarian Member's Manager shall provide the Member's written request for amendment to the University Librarian. The University Librarian, or designate, in consultation with the Member's Manager, will decide whether to accept the proposal for amendment to the Member's DOE. Within fifteen (15) days of receipt of the proposal, the University Librarian, or designate, will notify the Member in writing of the decision, and, in the event of a negative decision, provide reasons. Within ten (10) days of receipt of the decision from the University Librarian, a Member may appeal the decision of the University Librarian to the Provost. The Provost shall notify the Member and the University Librarian of his/her decision in writing, with reasons.
- 25.26 Any change to a Librarian Member's DOE will not be done without the consent of the Member.

## Article 26 - Librarian Appointments

### Definitions

26.1 All Librarian Members shall have an Appointment corresponding to one of the following types:

a) *Continuing Appointment-track Appointment*

Librarian Member Appointment at the rank of Assistant Librarian leading to consideration for the simultaneous granting of Continuing Appointment and Promotion to the rank of Associate Librarian, or an Appointment at the rank of Associate Librarian leading to consideration for the granting of Continuing Appointment.

b) *Contractually Limited Appointment*

An Appointment for a specified period, not to exceed five (5) years (see 26.4). A Librarian Member appointee in such a position is eligible for consideration of Promotion in rank, but is not eligible for consideration for the granting of a Continuing Appointment. Non-renewal of a Contractually Limited Appointment does not constitute dismissal under the provisions of Article 39: Discipline.

c) *Continuing Appointment*

Librarian Member Appointment with rank and DOE involving the Academic and Professional Responsibilities according to the provisions of Article 25: Rights and Responsibilities of Librarians. Continuing Appointment may be conferred according to the following:

- 1) Successful completion of a probationary period according to Article 28: Continuing Appointment, Promotion and Review of Librarian Members; or
- 2) At the time of initial Appointment, consistent with Article 28: Continuing Appointment, Promotion, and Review of Librarian Members.

Librarian Members cannot be dismissed except, and only for, cause and in accordance with the provisions of Article 39: Discipline.

### Ranks

26.2 Members shall be appointed at one of the following ranks:

- a) Assistant Librarian;
- b) Associate Librarian; or
- c) Librarian.

26.3 A Continuing Appointment-track Appointment shall be for a maximum period of six (6) consecutive years, unless approved otherwise by the Provost, and is subject to the relevant provisions of Article 28: Continuing Appointment, Promotion, and Review of Librarians.

## **Contractually Limited Appointments**

26.4 For Contractually Limited Appointments, at the end of five (5) years, the University will decide to terminate the position or convert the position to Continuing Appointment-track. The University Librarian, on a recommendation of the Manager, may recommend to the Provost that the current incumbent be appointed to the Continuing Appointment-track Appointment, without a search. The Provost's decision to appoint without a search will be final. If the decision is to deny the incumbent's appointment to Continuing Appointment-track, the provisions of this Article will apply.

26.4.1 For Contractually Limited Appointments, The University shall use reasonable efforts to offer Contractually Limited Appointments for Librarians that are 12 months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

## **Search Committee**

26.5 The University will decide when there is an open position and will determine whether a search will be conducted external and/or internal to the University. In consultation with the Manager, the University Librarian will determine the qualifications of and the specific duties required to fill a vacancy. For Appointments that span service or program areas, input on qualifications and duties will be sought more broadly, and Search Committees will be constituted to reflect the scope of the position.

26.6 Subject to 26.4, 26.24 and 26.25, all vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.

26.7 In conducting an external search, the University shall advertise the position in publications determined as appropriate by the University.

26.8 The information to be provided in the position advertisement shall include, but not be limited to:

- a) the type of Appointment as defined in this Article;
- b) the qualifications, education, and skills required;
- c) where applicable, rank;
- d) any applicable equity provisions; and
- e) the University of Guelph's employment equity statement.

26.9 The Search Committee will be an ad hoc committee whose final membership must be approved by the Provost.

26.10 The Search Committee for Librarians shall normally consist of three (3) elected Members in addition to the chair of the Committee. The University Librarian may appoint one (1) additional person who is a Member of the broader University community. The chair shall normally be the Manager to whom the appointee will directly report. At least two (2) of the three (3) elected Members must hold a Continuing Appointment. In the event that the Manager in the unit concerned cannot assume this role, another Librarian Member will be appointed by the University Librarian.

26.11 Academic partner accommodation appointments must be reviewed for rank and appointability by the Continuing Appointment and Promotion (CAP) Committee.



- 26.12 To ensure that the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative member(s) from the designated groups.
- 26.13 The University will ensure that all members of the Search Committee have received orientation/training prior to the commencement of the interview process. No Member shall be required to participate in this training more than once during the term of this Agreement.
- 26.14 The University will provide all candidates who are interviewed with the contact information for the Association.
- 26.15 In accordance with the University's equity goals, the Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers.
- 26.16 Consistent with principles of employment equity, the Parties agree that:
- a) the primary criterion for appointment to positions in the University is academic and professional excellence; and
  - b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 26.17 Members who serve on Search Committees shall maintain confidentiality regarding the Committee's deliberations, documents, consultations, and proceedings.
- 26.18 Pursuant to Article 8: Conflict of Interest and Conflict of Commitment, should any member of the Committee, including the Committee's chair, have a conflict of interest, he/she shall declare it and withdraw from consideration of, and voting on, all relevant cases.

### **Candidate Assessment Procedures**

- 26.19 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 26.20 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the University Librarian with a recommended short list of candidates to be interviewed.
- 26.21 Subject to 26.20, the University Librarian shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 26.22 The University Librarian shall facilitate the seeking of input from members of the Library.
- 26.23 After interviewing the short-listed candidates, the chair of the Selection Committee shall make written recommendation(s) to the University Librarian. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Selection Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 26.24 In the case of an academic partner accommodation appointment, the Continuing Appointment and Promotion (CAP) Committee shall make a written recommendation to the University

Librarian as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.

26.25 Any academic partner accommodation appointment shall be limited to a maximum of five (5) years.

26.25.1 Academic partner accommodation appointments are not eligible for consideration of conversion of appointment to Continuing Appointment-track without a search (per 26.4).

26.26 While the University Librarian and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The University Librarian and Provost have the option of continuing the search.

### **Letters of Appointment**

26.27 All offers of Appointment shall be issued by the University Librarian (following approval by the Provost), and will include, but not be limited to, the following:

- a) date of commencement and, where appropriate, date of termination of the Appointment;
- b) rank;
- c) salary;
- d) type of Appointment as defined in Article 26.1;
- e) Distribution of Effort;
- f) any credit for years of service for eligible benefits (e.g., Study/Research Leave);
- g) Campus, Department and/or Unit in which the Appointment is made, including the position to whom the candidate will report;
- h) if applicable, date of final consideration for the granting of Continuing Appointment;
- i) if applicable, the description of any special duties or conditions that may apply, consistent with the Agreement;
- j) a copy of guidelines respecting Continuing Appointment and Promotion expectations as per this Agreement; and
- k) contact information about the Association.

26.28 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

### **Joint Appointments**

26.29 A Joint Appointment is an Appointment in two or more Departments/Library, one of which shall be designated as the major Department for the Appointment.

26.30 The allocation of responsibilities among the respective units shall be set out in the Letter of Appointment.

26.31 A Librarian Member holding a Joint Appointment shall be considered for Promotion and performance assessment by the Continuing Appointment and Promotion Committee and shall

be expected to undertake the Academic and Professional Responsibilities of Librarians as outlined in Article 25: Rights and Responsibilities of Librarians.

- 26.32 A Joint Appointment of an existing Member may be reviewed, or a new Joint Appointment established, by the Dean concerned or the University Librarian, with the agreement of the Member.

### **Outside Appointments of Librarian Members**

- 26.33 An Outside Appointment refers to a Librarian Appointment that does not report through to the University Librarian. Outside Appointments will be made on the following basis and in accordance with the search provisions of this Article.

26.33.1 The University Librarian, or designate, will be consulted before such a position is defined and will provide input to ensure the duties of the position are consistent with Article 25: Rights and Responsibilities of Librarians. The University Librarian, or designate, may consult with other library staff as appropriate.

26.33.2 The Librarian Member shall normally hold a Continuing Appointment-track or Continuing Appointment.

- 26.34 All the provisions of this Agreement applicable to Librarians shall apply equally to an Outside Appointment. Members holding an Outside Appointment shall only be appointed and reviewed in accordance with Article 28: Continuing Appointment, Promotion and Review of Librarian Members.
- 26.35 The person to whom the Librarian reports will be expected to provide the same type of documentation as that required from the person to whom a Librarian within the Library directly reports.
- 26.36 A Librarian Member holding an Outside Appointment will be eligible for election or appointment to any committees governed by this Agreement, and will be eligible to attend all Librarians' meetings dealing with this Agreement or the Continuing Appointment and Promotion criteria Guidelines Document, and to vote on these documents.

## Article 27 - Administrative Appointment of Librarian Members

- 27.1 Administrative Appointments of Librarian Members are made at one of three levels: Administrative Librarian I, Administrative Librarian II, and Administrative Librarian III.
- 27.1.1 The University Librarian determines the appropriate level for the Librarian Administrative Appointment based on the position description and a balance of factors relating to impact and responsibility of the position, including:
- a) Staff: a measure of the Managers who report to this position, direct staff-reports, and total number of staff who report through this position;
  - b) Financial Accountability: a measure of the scope of fiscal responsibility and accountability of the position;
  - c) Complexity and Scope: an overall assessment of the level of difficulty of the role and the skill requirement for the position. This may be reflected in such characteristics as: the diversity of responsibilities; requirement for specialized knowledge; accountability (across Library units, within the University, or with external partners or agencies); the degree of change experienced or anticipated; or legal accountability;
  - d) Overall Accountability and Authority: the degree to which the incumbent has influence on, and responsibility for, the Library as a whole, including authority regarding the role of the Library within the University and with outside agencies.
- 27.1.2 Any significant changes to the assigned responsibilities of the Administrative Appointment (e.g. number of staff reporting, scope of financial responsibilities) shall result in a re-evaluation of the position level by the University Librarian. The University Librarian will communicate his/her decision on the outcome of the re-evaluation to the incumbent, in writing, providing the reasons for the decision.
- 27.2 Librarian Members with Administrative Appointments shall hold either a Continuing Appointment-track or Continuing Appointment in the Library.
- 27.3 Librarian Members with Administrative Appointments are responsible for the effective and efficient operation of their unit(s) or service/program and for ensuring that Library practices and processes are formulated, promulgated, and followed, and that University policies and procedures are followed.
- 27.4 Administrative Appointments may have supervisory responsibilities for other individual Librarian Members and/or non-academic employees. The Librarian holding an Administrative Appointment shall, through mentoring and facilitation, support each Member of his/her service/program in the fulfillment of the Member's assigned responsibilities.
- 27.5 The Librarian Member with an Administrative Appointment, through consultation with the members of his/her unit(s) or service/program, formulates operational and strategic planning recommendations, recommendations concerning policy on the matters of interest to his/her unit(s) or service/program; and such recommendations shall be directed to the University Librarian, or designate.
- 27.6 The other responsibilities of a Librarian holding an Administrative Appointment are those outlined in this Agreement, the position description and those in the Letter of Appointment,

which shall be consistent with her/his status as a Member of the Bargaining Unit. This letter shall include the determined administrative level of the position (including stipend). Copies of the Administrative Letter of Appointment and Position Description shall be provided to the Association.

### **Terms of a Librarian Administrative Appointment**

- 27.7 The term of office of an Administrative Appointment of a Librarian Member shall normally be five (5) years. At the end of five (5) years, the term of office may be renewed once in accordance with this Article.
- 27.8 A Librarian Member who holds an Administrative Appointment shall receive an annual stipend from the time of appointment as per Article 53: Compensation. At the conclusion of his/her Administrative Appointment, the Librarian Member shall no longer be eligible for the administrative stipend.
- 27.9 The DOE of a Librarian Member who is appointed to an administrative position may, after discussion with the University Librarian, or designate, be adjusted to reflect the Librarian Member's change in responsibilities.
- 27.10 In the event that a Librarian Member who holds an Administrative Appointment is going to be absent for a period of one (1) month or longer, the University Librarian will appoint an individual on an acting basis, who will be provided an administrative stipend for the period of his/her acting appointment on a pro-rata basis as per Article 53: Compensation.
- 27.10.1 Only in extraordinary circumstances shall the term of an Acting Administrative Appointment exceed a period of one (1) year from the date of appointment. A Member shall not be appointed in an Acting Administrative Appointment without her/his consent.
- 27.11 Each unit shall normally have a Librarian Member who holds an Administrative Appointment. In the event that the position of Administrative Appointment becomes vacant due to illness, or an extended search process continues beyond the end of the Administrative Appointment's term of appointment, the University Librarian may appoint a Librarian Member to an Interim Administrative Appointment. Only in extraordinary circumstances shall the term of an Interim Administrative Appointment exceed a period of one (1) year from the date of appointment. In no case shall an Interim Administrative Appointment be renewed more than once. A Member shall not be appointed to an Administrative Appointment without her/his consent.
- 27.12 An Interim Administrative Appointment is not meant to replace the initiation of a search process. In the event that the position of a Librarian holding Administrative Appointment becomes vacant, a search committee will be struck as per Article 26.5 as soon as is practicable.

### **Search Committee**

- 27.11 At the time of a search for an Administrative Appointment, the University Librarian, in consultation with the Provost, shall convene a Search Committee.
- 27.12 The Search Committee shall normally consist of:
- a) Three (3) elected Librarian Members in addition to the chair of the Committee, where possible one Librarian from within the unit/service area and one from without; at least two (2) of the three (3) elected Members must hold a Continuing Appointment;

- b) Two (2) non-Members, one of whom shall be a non-professional staff member from the unit/service area;
- c) Chair: The Associate University Librarian to whom the position reports, or, for Joint or Outside Appointments, the person to whom the position reports.

- 27.13 The Associate University Librarian, in consultation with the Search Committee, may recommend to the University Librarian and Provost that an internal search be conducted.
- 27.14 If conducting an external search, the University shall advertise the position in publications and websites determined to be appropriate by the University.

### **Assessment Procedures**

- 27.15 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a recommended short list of candidates to be interviewed. The University Librarian and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.
- 27.16 The evaluation and ranking of the candidates by the Search Committee will be confidential.
- 27.17 The University Librarian, or designate, shall seek input from members of the Library and facilitate input by members of the University community.
- 27.18 After interviewing the candidates, the University Librarian, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the University Librarian and the Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The University Librarian and Provost have the option of continuing the search.

### *Renewal for a Second Five (5) Year Term*

- 27.19 An incumbent Librarian Member who holds an Administrative Appointment may indicate, in writing, to the University Librarian, an interest in being considered for renewal for a second term at least six (6) months prior to the anticipated end of his/her term.
- 27.20 The University Librarian, or designate, will seek input from members of the Library and facilitate input from the University community about the renewal consideration. The University Librarian, or designate, shall then decide whether to recommend the reappointment of the Member to the Administrative Appointment.
- 27.21 The University Librarian will make his/her recommendation to the Provost. If the Provost decides that the incumbent will not be renewed, a Search Committee will be struck.

### **Transition Leave**

- 27.22 Upon completion of five (5) years or more in an Administrative Appointment, the Librarian Member is eligible for up to eight (8) months of Transition Leave. However, the administrative Librarian Member is entitled to request Transition Leave with salary for up to four (4) months during a term of Appointment. If a Leave of more than four (4) months is required during a term of Appointment, the incumbent will be expected to resign from his/her Administrative Appointment. A period of Transition Leave, at the end of the term of the Appointment, is not considered to be part of the term of the Appointment.

- 27.23 Transition Leave is intended to provide Administrative Librarian Members sufficient time to re-establish or enhance their Scholarship and/or Professional Practice of Academic Librarianship. So long as recognized scholarly or professional objectives are being sought, both study and Research/Scholarship activities, whether singly or in some combination, should be regarded as eligible to satisfy the purposes of the Transition Leave.
- 27.24 Transition Leave will be leave with salary.
- 27.25 The period of Transition Leave shall be continuous and shall begin immediately upon completion of the term as an Administrative Librarian Member except by mutual agreement of the Librarian and the University Librarian.
- 27.26 A period of Transition Leave can be combined with a Study/Research Leave for Librarian Members in accordance with Article 29: Study/Research Leave and Development Leave for Librarians as long as the total period does not exceed twelve (12) months, except by mutual agreement of the Librarian Member and the University.
- 27.27 An Administrative Appointment of less than five (5) years or a part-time Administrative Appointment (including on an interim or acting appointment) will accrue entitlement to Transition Leave on a pro rata basis.
- 27.28 A written request for Transition Leave will be made to the University Librarian and will include:
- a) a statement of goals;
  - b) an activity plan;
  - c) an indication of when and where the Leave is expected to be taken;
  - d) where applicable, the results of the previous Leave; and
  - e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.
- 27.29 Normally, requests are submitted to the University Librarian at least nine (9) months prior to the intended starting date. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date.

## **Article 28 - Continuing Appointment, Promotion, and Review of Librarian Members**

- 28.1 This Article applies to the Continuing Appointment, Promotion and Review of Librarian Members who hold Continuing or Continuing Appointment-track appointments, and to Renewal decisions for Contractually Limited Librarian Members.
- 28.2 Promotion and the conferring of a Continuing Appointment are very important steps in the relationship between the University and a Librarian Member and they should be decided upon only after careful consideration and attention to due process. The University will promote Librarian Members and grant Continuing Appointment to Librarian Members only in accord with the provisions of this Article.
- 28.3 The University Librarian will meet with each Librarian Member during the Member's first semester of appointment and will discuss the approved criteria for the granting of Continuing Appointment and Promotion to Associate Librarian.
- 28.4 The University Librarian will notify the Member, on an annual basis that both the University Librarian and the Associate University Librarians are available to mentor the Member. In addition, the University Librarian shall meet with each Continuing Appointment-track Librarian Member before the end of April to discuss the Member's progress towards and the possibility of application for Continuing Appointment and Promotion.
- 28.4.1 A record of the discussion mandated in 28.4, signed by both the University Librarian and the Continuing Appointment-track Member, shall be placed in the Continuing Appointment-track Member's Official File. In signing the document, the University Librarian and the Librarian 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.
- 28.5 Librarian Members have the right to know explicitly what criteria are used for Continuing Appointment and Promotion, and Review purposes, as well as reasons for the decisions. The process must be transparent, fair, and equitable.
- 28.5.1 Approved Continuing Appointment and Promotion Guideline documents shall be posted on the Library website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 28.6 Promotion to Associate Librarian and the granting of Continuing Appointment to a Librarian Member recognizes professional and academic competence and maturity, as exemplified by the Member's contribution to the academic functions of the University and by related activity within and outside of the University. The conferral of Continuing Appointment obliges the University to support the career of the Librarian Member and it obliges the Librarian Member to continue to perform in a manner deserving of that support.
- 28.7 Promotion to Librarian recognizes long-term, established, and outstanding performance in Professional Practice, Scholarship, and Service. It is granted in recognition of academic competence, maturity, and an established and widely acknowledged reputation for achievement and expertise in the Librarian Member's field.



- 28.8 Contractually Limited Librarian Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration of Continuing Appointment and therefore granting of Promotion for Contractually Limited Members does not confer Continuing Appointment.
- 28.9 Consideration for the conferring of Continuing Appointment and Promotion to Associate Librarian will be given to the Librarian Member's life-time contribution in the areas defined in Article 25: Rights and Responsibilities of Librarians.
- 28.10 Each candidate for Promotion and/or the granting of Continuing Appointment is expected to establish a record of performance in each of Professional Practice, Scholarship, and Service.
- 28.11 The DOE accorded to Professional Practice, Scholarship, and Service by a Continuing Appointment and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.

### **Probationary Period**

- 28.12 The maximum duration of a Continuing Appointment-track Appointment is six (6) consecutive years of full-time employment from the date of the Continuing Appointment-track Appointment, not counting periods of unpaid leave, exclusive of extensions granted for other reasons, such as Maternity/Parental Leave.
- 28.13 The maximum length of the Probationary Period for part-time 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**

- 28.14 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment and Promotion, or for Review of Members, is to be decided upon by the Librarian Members and articulated in a Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Continuing Appointment, 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's) of the Librarian Members, and also by the Library Continuing Appointment and Promotion Committee and the Provost.
- 28.15 All Members are to be informed in writing by the University Librarian of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria that will be used for Continuing Appointment, Promotion, and Review.
- 28.16 The University Librarian, in consultation with the Provost, will develop standard documentation templates. The University Librarian will consult with the Continuing Appointment and Promotion Committee in the development of these templates.

## Member Templates

28.16.1 Each Librarian Member shall have a review of her/his performance in the area of Professional Practice written by the person to whom the Librarian reports (e.g. her/his Manager). Such Report shall form part of the Member's Assessment File.

### 28.16.2 *Progress Template*

A template for the purpose of Continuing Appointment and Promotion considerations (i.e., progress toward the granting of Continuing Appointment and Promotion to Associate Librarian, and applications for Continuing Appointment and Promotion) in which each Librarian Member will document his/her relevant life-time scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, Scholarship, and Service.

### 28.16.3 *Performance Assessment Template*

A template for the purpose of performance assessment in which each Librarian Member will document his/her relevant scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, Scholarship, and Service.

## Continuing Appointment Committee Templates

### 28.16.4 *Performance Assessment – Biennial Year*

A Continuing Appointment and Promotion (CAP) Committee Performance Assessment Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance. Such Report shall also include the performance rater for each individual area of effort and will also include the overall rater.

### 28.16.5 *Performance Assessment – Non-Biennial Year*

A CAP Committee Progress Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance. 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."

### 28.16.6 *Continuing Appointment-track Librarian Members – Progress Feedback*

A CAP Committee Progress Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's progress toward the granting of Continuing Appointment and Promotion to the rank of Associate Librarian.

### 28.16.7 *Continuing Appointment and Promotion to Associate Librarian – Application or Final Year Consideration*

A CAP Committee Continuing Appointment and Promotion Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's Application or final year consideration for the granting of Continuing Appointment and Promotion to Associate Librarian.

28.16.8 *Promotion to Librarian*

A CAP Committee Promotion Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's application for the granting of Promotion to Librarian.

28.16.9 The Member Templates, which must conform with the Collective Agreement and approved CAP 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 Continuing Appointment and Promotion committees. The template shall be protected from further changes once completed and submitted by the Member, except as specified in 28.16.9.1.

28.16.9.1 Members have the right to update their submission by August 31st 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 CAP 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 Member shall have the option of appeal to the University Librarian. The University Librarian shall provide a written response, with reasons, within ten (10) days.

28.17 The CAP Committee Performance Assessment Report (per 28.16.4 and 28.16.5) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

28.18 *All CAP Committee Progress Reports (as per 28.16.6) and CAP Committee*

Continuing Appointment and Promotion Reports (as per 28.16.7) will be retained in the Official File of the Member until such time that Continuing Appointment and Promotion to Associate Librarian has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

28.19 The CAP Committee Promotion Report (as per 28.16.8) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (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 Assessment and References

- 28.20 Written opinions from external assessors of the Member's Professional Practice, Scholarship, and Service activities are required to support a recommendation for promotion to Librarian. External assessments are very important as part of the deliberations process but are not determinative.
- 28.20.1 Letters of Reference, as identified by the Member or the chair of the CAP Committee, may be obtained to support a Librarian Member's achievements significant to the application and/or recommendation for Continuing Appointment. Such Letters are not required for an application for Continuing Appointment and, while providing useful information, are similarly not determinative. Letters of Reference shall be in writing, signed by the referee, and indicate clearly the nature of the relationship between the Member and the referee and the achievements or activities commented upon.
- 28.21 The Provost, in consultation with the University Librarian and through consultation with the CAP Committee, will devise the process by which external assessment will be sought for the granting of Promotion within the Library. The following principles will apply:
- a) For promotion to Librarian, external assessors will normally be persons with 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 for promotion to Librarian will be three (3);
  - c) The chair of the Continuing Appointment and Promotion Committee and the Member will agree which individuals are acceptable assessors and will forward this list to the University Librarian. If agreement cannot be reached, the CAP Committee will decide on the acceptable assessors;
  - d) The University Librarian will be responsible for communicating with external assessors as per c). The information sent to the external assessor will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the University Librarian;
  - e) All external assessments will be in writing; and
  - f) The following information will be made available (see also Art. 28.25.1 and 28.60.1) to the External Assessors:
    - 1) Applicable Guidelines/Criteria for Continuing Appointment and Promotion;
    - 2) The Librarian Member's Curriculum Vitae;
    - 3) A copy of the Librarian Member's DOE;
    - 4) Any other evidence of Professional Practice, Scholarship, or Service as determined by the Librarian Member.
  - g) It is the responsibility of the University Librarian to ensure that external assessment letters are provided to the Chair of the CAP Committee prior to the commencement of the CAP Committee deliberations process; and
  - h) It is the responsibility of the chair of the CAP Committee to ensure that external assessment letters are included in the Librarian Member's Assessment file prior to the commencement of the deliberations process.

## **Continuing Appointment and Promotion Committee (CAP)**

28.22 The role of the CAP Committee shall be to:

- a) assess the Librarian Member's performance and complete a CAP Committee Performance Assessment Report to be considered as input to the Library Committee;
- b) assess the Librarian Member's progress toward the conferral of Continuing Appointment and Promotion to Associate Librarian and complete a CAP Progress Report to be considered as input to the Library Committee as part of the feedback to the Librarian Member;
- c) assess the Librarian Member's application (or final year consideration) for the conferral of Continuing Appointment and Promotion to Associate Librarian and complete a CAP Committee Continuing Appointment and Promotion Report to be considered as input to the Library Committee as part of the Continuing Appointment and Promotion decision;
- d) assess the Librarian Member's application for Promotion to Librarian and complete a CAP Committee Promotion Report to be considered by the Library Committee as part of the promotion decision;
- e) consider external assessments for the granting of Promotion to the rank of Librarian.

28.23 The composition of the CAP Committee shall be:

- a) four (4) Librarian Members holding Continuing Appointment elected for a two (2) year term by all Librarian Members;
- b) the chair of the CAP Committee shall be elected by the members of the CAP Committee annually. The chair will be provided with a second vote to break a tie.

## **Election of Members of the Continuing Appointment and Promotion Committee**

28.24 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve as a Department Member on the Department Tenure and Promotion Committee except:

- a) Those who are already members of the Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) Those who have served two consecutive terms over the past four years,
- d) A Librarian serving on the Library CAP (LCAP) or Library Appeals Committees.

28.24.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period. The CAP Committee election shall be held during January and the Librarians will be informed of the results of the election prior to elections for the Library Committee and the Library Appeals Committee.

28.24.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.

- 28.24.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the CAP Committee will be elected each year.
- 28.24.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually- limited appointments of more than 12 months shall be eligible to vote.
- 28.24.5 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 choice. The Chair of the CAP Committee is also eligible to vote. In the case of a tie, the current chair of CAP will have the deciding vote.
- 28.24.6 Each Member of the Continuing Appointment and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Member of the Continuing Appointment and Promotion Committee.
- 28.24.7 If through illness, or for any other reason, it appears that the Member of the Continuing Appointment and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.24.1-28.24.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.25 With the exception of Article 28.41 and 28.42 it is the joint responsibility of the Librarian Member and his/her Manager to confirm his/her eCV by August 15<sup>th</sup> to be considered by the CAP and LCAP Committees.
- 28.25.1 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 Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member, may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV.
- 28.26 The chair of CAP shall ensure the Librarian Member is informed in writing when information, which is relevant to the current Continuing Appointment, Promotion and Review, is placed in the Member's Assessment File after the August 15<sup>th</sup> 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 so wish.
- 28.27 The chair of the CAP Committee shall ensure that documentation pertaining to the Librarian Member's DOE, and the submitted file and letters of external assessment (where applicable) are properly included in the Librarian Member's Assessment file prior to the commencement of the deliberations process.
- 28.28 The chair of the CAP Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

### **Library Continuing Appointment and Promotion Committee (Library Committee)**

28.29 The role of the Library Committee shall be to:

- a) receive for approval the Guidelines for Continuing Appointment and Promotion;
- b) assess the Librarian Member's performance and/or progress toward the conferral of Continuing Appointment and Promotion to Associate Librarian, and Promotion to Librarian;
- c) consider the CAP Committee assessment and recommendation;
- d) ensure the CAP Committee assessment is consistent with the Guidelines and standards of performance established by the Library;
- e) consider external assessments for Promotion to Librarian and, if applicable, letters of reference for applications for Continuing Appointment;
- f) submit positive recommendations for the conferral of Continuing Appointment and Promotion to Associate Librarian and Promotion to Librarian to the President for decision;
- g) submit all recommendations to the Provost;
- h) issue a letter to the Librarian Member communicating the Library Committee's assessment and recommendation according to the provisions in 28.44.

28.30 The composition of the Library Committee shall be:

- a) the University Librarian, who will act as Chair of the Library Committee and who will vote a second time to break a tie;
- b) two (2) Librarian Members with Continuing Appointment, elected for a two (2) year term by all Librarian Members; and
- c) one Associate University Librarian.

### **Election of Members of the Library Continuing Appointment and Promotion Committee (LCAP)**

28.31 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve on the Library Continuing Appointment and Promotion Committee (LCAP) except:

- a) Those who are already members of the Continuing Appointment and Promotion (CAP) Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) Those who have served two consecutive terms over the past four years,

28.31.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period.

28.31.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the

Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.

- 28.31.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the LCAP Committee will be elected each year.
- 28.31.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually- limited appointments of more than 12 months shall be eligible to vote.
- 28.31.5 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 choice. Librarian Managers are also eligible to vote. In the case of a tie, the sitting Chair of CAP will have the deciding vote.
- 28.31.6 Each Librarian Member of the LCAP Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as the LCAP Committee.
- 28.31.7 If through illness, or for any other reason, it appears that the Librarian Member of the LCAP Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.31.1-28.31.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.32 The Chair of the CAP Committee will be responsible to ensure the transfer to the LCAP Committee considered by the Library Committee. The University Librarian may request that the Chair of the CAP Committee and/or a Manager appear before the Library Committee as a part of the deliberations process.
- 28.33 The complete Assessment File shall include all of the same information considered by the CAP Committee plus the Assessment/Progress Report(s) and relevant recommendation from the CAP Committee. The Assessment/Progress Report(s) and recommendation from the CAP Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Librarian Member's performance in relation to the expectations set out in the approved Continuing Appointment and Promotion Guidelines document.

### **Committee Mode of Operations and Election to Committee**

- 28.34 The Librarian Member's performance will be evaluated solely on the basis of the material contained in the Assessment File, and therefore accessible to the Librarian Member prior to the meeting of the CAP Committee (i.e., evaluations cannot be based on hearsay information).
- 28.35 The decisions of the CAP and Library Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to consideration and decision on a particular case. A Member shall withdraw prior to consideration of his/her case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.



- 28.36 Where the chair of the CAP Committee wishes to be considered for promotion, the procedure shall be followed as for any other Librarian Member except that for the purpose of consideration of the Promotion, the CAP Committee will choose one of its own members to act as chair of the Committee while the matter is dealt with.

### **Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian**

- 28.37 Each year, all continuing appointment-track Librarian Members will submit a completed Progress Template to the Chair of the CAP Committee according to the timelines indicated in this Article. The progress towards continuing appointment and promotion towards Associate Librarian of all Continuing Appointment-track Librarians will be considered by the CAP Committee and the Library Committee; feedback in the form of a written Progress Report will be provided by the University Librarian to the Member and copied to his/her Manager.

### **Granting of Continuing Appointment**

- 28.38 The Manager shall, prior to the submission of the assessment file to the Chair of the CAP Committee, meet with each continuing appointment-track Librarian Member to review his/her file and performance review. The University Librarian shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.
- 28.39 Failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the Chair of the CAP Committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Librarian, and such decision shall be recorded in the Member's Assessment File.
- 28.39.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Librarian, failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the chair of the CAP committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost will result in the termination of the Librarian Member's Continuing Appointment-track Appointment.
- 28.40 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Librarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Librarian or to not grant Continuing Appointment and terminate the Librarian Member's Appointment.
- 28.41 Further to Article 28.37, the Librarian Member may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Librarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the University Librarian through the chair of the CAP Committee May 15th. The information indicated in Article 28.21 (f) (2,3,4 and 5) shall be provided by the Member to the University Librarian by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

## Promotion to Librarian

28.42 Consideration for Promotion to the rank of Librarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Librarian Member to the University Librarian through the chair of CAP by May 15<sup>th</sup>. The information indicated in Article 28.21(f) (2,3,4 and 5) shall be provided by the Member to the University Librarian by June 8<sup>th</sup>. Updated materials to the Member's Assessment File may be submitted by the Member by August 15<sup>th</sup>.

## Promotion for Contractually Limited Librarians

28.42.1 Consideration for Promotion to the rank of Associate Librarian or Librarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Librarian Member to the University Librarian through his/her Manager by May 15<sup>th</sup>. The information indicated in Article 28.21(f) (2, 3, 4 and 5) shall be provided by the Member to the University Librarian by June 8<sup>th</sup>. Updated materials to the Member's Assessment File may be submitted by the Member by August 15<sup>th</sup>.

## Deliberations Process and Communication of Decision

28.43 The CAP Committee will assess each Librarian Member's performance and make a recommendation to the Chair of the Library Committee on the granting of Continuing Appointment and Promotion to Associate Librarian and the conferring of Promotion to Librarian. The CAP Committee will complete the appropriate Report (as per Article 28.16) for each Librarian Member who has been considered. The appropriate Report and relevant recommendation will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the Chair of the Library Committee.

28.44 Within fifteen (15) days following completion of performance assessment, Continuing Appointment, Promotion and Review considerations at the Library Committee, the University Librarian will provide to each Librarian Member being considered a letter (signed by all members of the Library Committee who were present for the relevant deliberations) indicating the following:

- a) for Continuing Appointment-track Members: an assessment of progress toward Continuing Appointment and Promotion in each of the three areas of responsibility;
- b) for all Members who were considered for Continuing Appointment and Promotion to Associate Librarian or Promotion to Librarian: the recommendation of the Library Committee along with the reasons for the recommendation.

28.45 For Librarian Members considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:

- a) that Continuing Appointment be granted and Promotion to Associate Librarian be conferred;
- b) that the Continuing Appointment-track Appointment be continued; or
- c) that Continuing Appointment not be granted and the Appointment be terminated.

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 28.48, and to contact the Association.

- 28.46 The Library Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.
- 28.47 Following consultation with the Provost, the President will make an expeditious decision either to grant continuing appointment immediately or to deny continuing appointment, and will communicate his/her decision to the Librarian Member immediately. The new rank will become effective the following July 1st. In the case of a denial of continuing appointment, reasons will be provided.

## **Appeals**

- 28.48 Within fifteen (15) days of the date of issuance of the letter from the University Librarian, the Librarian Member may appeal a negative recommendation of the Library Committee to the Chair of the Library Continuing Appointment and Promotion Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.
- 28.49 The appellant Librarian Member may request to see his/her Official File, Assessment File, and the signed Report(s) (as per Article 28.16) from the CAP Committee(s). Letters from external assessors will be provided upon request, but they shall be provided by the University Librarian without attribution and with any personally identifying information removed.

## **Library Continuing Appointment and Promotion Appeals Committee (Library Appeals Committee)**

- 28.50 The Library Appeals Committee will serve as an advisory body to the Provost, who will act as committee Chair. The Library Appeals Committee shall consider all appeals and recommendations from the Library Continuing Appointment and Promotion Committee and will make its recommendation to the President.
- 28.51 The membership of the Library Appeals Committee shall be:
- a) The Provost, who will act as Chair of the committee;
  - b) Two (2) Librarian Members holding Continuing Appointment elected for a two (2) year term by Librarian Members.
- 28.52 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve on the Library Continuing Appointment and Promotion Committee (Library Appeals) except:
- a) Those who are already members of the Continuing Appointment and Promotion (CAP) Committee,
  - b) Those who are already members of the Library Continuing Appointment and Promotion (LCAP) Committee,
  - c) Those who have served two consecutive terms over the past four years.
- 28.52.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of

a two-week nomination period.

- 28.52.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.
- 28.52.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the Library Appeals Committee will be elected each year.
- 28.52.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually- limited appointments of more than 12 months shall be eligible to vote.
- 28.52.5 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 choice. In the case of a tie, the Provost and Vice President (Academic) will have the deciding vote.
- 28.52.6 Each Member of the Library Appeals Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Member of the Library Appeals Committee.
- 28.52.7 If through illness, or for any other reason, it appears that a Librarian Member of the Library Appeals Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.52.1-28.52.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.53 The complete Assessment File shall include all of the same information considered by the Library Committee plus the Assessment/Progress Report and recommendation from the Library Committee.
- 28.54 The Librarian Member may choose to appear before the Library Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment as per Article 28.45 (c). The Member may choose to be accompanied by a representative of the Association.
- 28.55 The Library Appeals Committee may request the Librarian Member, his/her Manager, the Chair of the CAP Committee, the University Librarian, or any other member of the CAP or Library Committees to appear before it.
- 28.56 The Provost may, where he/she considers it appropriate, extend the Librarian Member's probationary period to permit reconsideration of the case by the CAP Committee and Library Committee.

## Decision of the President

28.57 Following the hearing of all appeals, the Library Appeals Committee shall forward its recommendations to the President. The President shall inform the Librarian Member in writing of the decision of the University.

## Performance Review

- 28.58 All Librarian Members will be considered biennially by the CAP Committee and Library Committee for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.
- 28.59 The biennial performance review of Librarian Members with continuing appointment-track or continuing appointment and the annual performance reviews of Contractually Limited Librarian Members provide to each Member a rating of either “Unsatisfactory”, “Improvement Required/Developmental”, “Good”, “Very Good”, or “Outstanding” in each area of effort: Professional Practice, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Librarian 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.
- 28.60 Each Librarian Member must submit his/her completed and confirmed eCV Performance Assessment Template (as per 28.61.3) to the Chair of the CAP Committee by August 15<sup>th</sup>. The Chair of the CAP Committee will provide a written reminder to each Librarian of the deadlines for submission of documentation.
- 28.60.1 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 Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member’s contributions which are not able to be appropriately captured in the eCV.
- 28.61 Failure to confirm the eCV Performance Assessment Template (as per 21.60.1) by August 15<sup>th</sup>, without prior approval from the University Librarian and Provost, will result in an “Unsatisfactory” performance assessment.
- 28.62 Notwithstanding the scheduling provisions outlined in 28.58, the following assessments will occur on an annual basis:
- a) Subsequent to any overall biennial performance assessment of a Librarian holding a continuing appointment-track or continuing appointment that is less than “Good”, that Member will be subject to an annual review of performance by the Continuing Appointment and Promotion (CAP) and Library Continuing Appointment (LCAP) Committees for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
  - b) The performance of all Contractually Limited Librarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (as per Article 28.59 above).

- 28.63 The CAP Committee will assess each Librarian Member's performance and will complete a Performance Assessment Report for each Member who has been considered. Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The CAP Committee will not rank order Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the Chair of the LCAP Committee.
- 28.64 Following consideration by the Library Committee, the University Librarian will provide in writing (and signed by all members of the Library Committee who were present for the relevant deliberations) the assessment of the Librarian Member's performance to the Member and also copy it to his/her Manager. The letter to the Member will include explicit mention of the Member's right to appeal the assessment, and to contact the Association.

### **Appeals of Performance Review**

- 28.65 Within fifteen (15) days of the date of issuance of the letter from the University Librarian, the Librarian Member who has received an overall performance rating of less than "Good" may appeal to the Chair of the Library Appeals Committee.
- 28.65.1 A Continuing Appointment-track Librarian Member may appeal to the Chair of the Librarian Appeals Committee any overall performance rater and/or individual performance rater.
- 28.66 The appellant Librarian Member may request to see his/her Official File/Assessment File which includes the signed Performance Assessment Report from the CAP Committee.
- 28.67 The Library Appeals Committee may request the Librarian Member, the Manager, the University Librarian and any other member of the CAP or Library Committees to appear before it as part of the appeal process.
- 28.68 The Librarian Member who has received a performance assessment of less than "Good" may choose to appear before the Library Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.
- 28.69 The Librarian Member is entitled to be accompanied to the meeting of the Library Appeals Committee by a representative of the Association.
- 28.70 The Chair of the Library Appeals Committee will provide the decision in writing to the Librarian Member within fifteen (15) days of the date of the meeting when the Member's appeal was heard.

### **Grievance**

- 28.71 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

## Article 29 - Study/Research Leave and Development Leave for Librarians

### Study/Research Leave

- 29.1 Study/Research Leave is regarded as an essential means of enabling Librarian Members to maintain and enhance their quality as scholars and professionals. Such leave enables the University to maintain and enhance excellence through the individual Member's subsequent contributions to its learning, teaching, and research/scholarship programs. To satisfy the purpose of this Leave, it is necessary that scholarly or professional objectives are being sought and that both research and study activities, whether singly or in combination, are consistent with these objectives.
- a) Full-time Librarian Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous service (or its equivalent) since Appointment at the University of Guelph. Only Members holding a Continuing Appointment may go on a Study/Research Leave.
  - b) A Librarian Member with a Continuing Appointment holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54, is eligible to apply for Study/Research Leave, to commence after six (6) years of active employment with the University. The procedures and conditions that apply are those outlined throughout the remainder of this Article, adjusted to accommodate the Reduced Workload/Part-time Appointment.
  - c) Prior eligible service for leave with salary as a Librarian at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave. Credit will be calculated on the basis of one year for every two years of full-time academic service at another institution, to a maximum of three years. This equivalent amount of leave to be credited will be specified by the University Librarian in the Letter of Appointment per Article 26: Appointment of Librarian Members.
- 29.2 Following return from each Study/Research Leave, Librarians with Continuing Appointment are entitled to apply for four (4) months Study/Research Leave after three (3) years of active employment, or for eight (8) months after six (6) years of active employment.
- 29.3 Librarian Members who have held an Academic Administrative Appointment since a previous Study/Research Leave are eligible to apply for Study/Research Leave when the sum of years of active employment both prior and subsequent to the term of Administrative Appointment (and excluding any period of Transition Leave after the term of Appointment) is equal to six (6) years.
- 29.3.1 A Librarian Member who has served in an Academic Administrative Appointment may claim one semester of credit for each year of service towards Study/Research Leave.
  - 29.3.2 A minimum of one year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the University Librarian and the Provost.

### Application for Study/Research Leave

- 29.4 Application for Study/Research Leave must be submitted in writing by the Librarian Member to the CAP Committee, after consultation with the person to whom he/she reports. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.

- 29.5 The written application for leave will include:
- a) a statement of goals;
  - b) a plan of scholarly activity;
  - c) an indication of when and where the leave is expected to be taken;
  - d) an up-to-date Curriculum Vitae.

### **Study/Research Leave Decision Procedures**

- 29.6 The CAP Committee will consider all written applications for Study/Research Leave as soon as practicable following their receipt.
- 29.7 The CAP Committee will assess applications on the basis of their merit and their consonance with the stated goals of the Study/Research Leave. A Librarian Member's record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave (where applicable) will be a component in the assessment of the application.
- 29.8 The CAP Committee, through the chair, will make its recommendations to the University Librarian within twenty (20) days of receipt of the application.
- 29.9 The University Librarian will inform the Librarian Member and the person to whom he/she reports, in writing, of his/her decision to approve or deny the leave within twenty (20) days of the receipt of the CAP recommendation. Reasons for denial, or for the need to delay the commencement of such a leave, if applicable, will also be given in the University Librarian's letter.
- 29.10 Under exceptional conditions determined by Library needs and priorities, and with the approval of the University Librarian, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return from Leave had the Leave not been delayed.
- 29.11 Under exceptional circumstances and with the approval of the University Librarian, the start date of a Librarian's approved Study/Research Leave may be delayed for up to two (2) years. Any entitlement towards the next Leave accrued during such a delay is not jeopardized.
- 29.12 A Librarian Member whose application for Study/Research Leave has not received approval from the University Librarian may appeal to the Provost. Appeals are restricted to consideration of the academic or professional merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the CAP Committee and University Librarian.

### **Duration of Study/Research Leave**

- 29.13 Librarian Members who qualify under this Article may apply for a period of leave of four (4) or eight (8) months duration. A Study/Research Leave will include the annual vacation entitlement appropriate to the length of the Leave.
- 29.14 Upon completion of a period of Study/Research Leave, the Librarian Member will assume his/her regular academic and professional responsibilities.



### **Conditions of Study/Research Leave**

- 29.15 The scheduling of a Study/Research Leave is to be granted independently of any other Leave entitlement. Where University Service commitments will be affected by the granting of Study/Research Leave, the manager and University Librarian, in consultation with the Librarian Member, will be responsible for making any necessary administrative arrangements to enable the Leave.
- 29.16 Within sixty (60) days of the conclusion of the Leave period, the Librarian Member will provide a written report describing what has been accomplished, in relation to the plan submitted. The report will be provided to the person to whom the Member reports and be made available to the CAP Committee and University Librarian.
- 29.17 It is expected that the Librarian Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

### **Development Leave**

- 29.18 Any Librarian Member (with or without a Continuing Appointment) who expects to be taking on significantly different duties may apply for a Development Leave of one (1) to four (4) months for the purpose of acquiring knowledge and/or skills to enable him/her to perform the new duties better. Where appropriate, the Development Leave may extend an approved Study/Research Leave to a maximum of twelve (12) months.
- 29.19 An application for Leave must be made to the University Librarian, in writing, six (6) months prior to the expected start date of the Leave, and the Leave must be taken within six (6) months of commencing new duties.
- 29.20 The University Librarian shall write to the Librarian Member within twenty (20) days of application with his/her decision. The application will be assessed on its merits and consonance with the stated goals of the Leave. The decision of the University Librarian may be appealed to the Provost. The Provost shall notify the Member and the University Librarian of his/her decision in writing, with reasons.

## Article 30 - Responsibilities of Veterinarians

- 30.1 For the purposes of Articles 30 to 37 inclusive, Director shall mean, “Director, Animal Health Laboratory and Co-Executive Director, Laboratory Services Division” or “Associate Dean, Administration and Chief Operating Officer of the Ontario Veterinary College Health Sciences Centre” and “Dean (OAC) for Veterinarians at the Regional Campuses.”
- 30.1.1 For the purposes of Articles 30 to 37 inclusive, Dean shall mean “Dean OVC” for issues relating to Veterinarians in the OVC or OVC-HSC, or “Dean OAC” for issues relating to Veterinarians at the Regional Campuses.
- 30.2 Veterinarian Members have the right to know explicitly the guidelines and criteria used for review purposes.
- 30.3 Veterinarian Members provide a range of clinical and professional services to the Ontario Veterinary College (OVC), the University and external clients. Veterinarians’ responsibilities shall include some combination of:
- a) Professional Practice, including some or all of: clinical teaching, clinical diagnostic and consultative practice, supervision of staff, and support for research programs of the University; and
  - b) Professional Development; and may include
  - c) Research/Scholarship; and/or
  - d) Service to the University, profession, and community.
- 30.4 The exact distribution of responsibilities may vary from time to time and from individual to individual. Each Veterinarian Member shall have a written Position Description that outlines his/her responsibilities. It is understood that, for all Veterinarian Members, the principal duties shall be those noted in 30.3 (a) above.

### Professional Practice

- 30.5 Responsibilities performed under Professional Practice by the Veterinarian Member will vary, depending on the responsibilities defined by his/her Position Description. Assignment of responsibilities shall be made with due regard to a Member’s Position Description, and shall be fair and equitable within each veterinary service. Changes to the composition of responsibilities shall be determined by the Director after discussion with the Member.
- 30.5.1 Veterinarian Members in the OVCHSC shall be notified in writing of the number of weeks assigned, by the Director or designate, to clinical service, and any on-call provisions (where applicable).
- 30.6 The University and Veterinarian Member are jointly responsible for ensuring that the clinical and laboratory services provided are timely and of the highest quality, to maximize the confidence and ongoing financial support from existing and future clients, including referring veterinarians.
- 30.7 Clinical Teaching responsibilities, when performed by a Veterinarian Member, may include participation in clinical rotations, laboratories, continuing education, and undergraduate and post-graduate instruction, as determined by the Member’s Position Description.

## **Professional Development and Research/Scholarship**

- 30.8 Veterinarian Members are expected to develop and maintain their professional competence and effectiveness. This may be achieved through such activities as individual study; attendance/participation at conferences and workshops; taking specialized courses or programs; and scholarly contributions to a discipline, such as publication, reviewing papers for scholarly journals, serving on an editorial board of a journal, giving workshops/presentations at conferences, or participation in scholarly and/or professional organizations.

## **Service: University, Professional and Community Service**

- 30.9 Veterinarian Members may participate in University governance through election or appointment to committees and councils. No Member may be appointed to a University Committee without his/her consent except where such Service commitment is outlined within the Member's Position Description.
- 30.10 Veterinarian Members are encouraged to participate in the work of professional and learned organizations and relevant community service, including, but not limited to, the Canadian Veterinary Medical Association and the College of Veterinarians of Ontario. A Member's Service shall be considered in the assessment of his/her Service responsibilities and shall be treated in the same way as similar duties performed within the University.
- 30.10.1 When membership in the College of Veterinarians of Ontario is required for a Veterinarian Member to perform his/her duties, this licensing fee shall be paid for by the University.
- 30.11 When a Veterinarian Member's Service to such societies, associations, agencies or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Director to ensure her/his scheduled responsibilities are fulfilled.

## Article 31 - Workload and Hours of Work for Veterinarians

### Workload

- 31.1 A Veterinarian Member's normal workload involves, in varying proportions, an appropriate balance of duties as set out in Article 30: Responsibilities of Veterinarians.
- 31.2 The workload of Veterinarian Members shall be established with due regard for assigned duties and responsibilities. Members' duties and responsibilities will be determined by the Director in discussion with the Member and, where necessary, with other Departments and Units with which they directly interact on a regular basis.
- 31.3 Veterinarian Members may accept additional duties provided that these would not prevent them from fulfilling their regularly assigned clinical and/or diagnostic duties and provided that such activities are in keeping with the provisions of Article 8: Conflict of Interest and Conflict of Commitment.

### Scheduling

- 31.4 The Veterinarian Member's hours of work will be scheduled by the Director in consultation with the Member.
  - 31.4.1 The University will consult with a Member prior to making significant changes to his/her work schedule. The University shall implement such changes fairly and equitably. Consultation will occur at least thirty (30) days in advance of any change, except in case of emergency. Changes made under emergency circumstances shall be deemed to be temporary in nature and shall remain in effect only until such time as the University has met its obligations to consult with the Member.
  - 31.4.2 It is agreed and understood that Members shall be allowed time during normal working hours for professional development, provided that the timing of such activity can be accommodated within the obligations of the Unit and does not unduly affect the performance of assigned duties.
- 31.5 If, because of extenuating circumstances (e.g. outbreaks, epidemics, etc.), and with the prior approval of the Director involved, a Veterinarian Member must work significantly more hours per week than normal, for a sustained period of time, the Director shall, within a reasonable period, ensure that the Member is granted equal time off, or, at the Director's option, pay the Member for the extra time worked.

### *Emergency Clinical Services Workload*

- 31.6 Veterinarian Members who provide emergency services shall be required to provide no more than their proportionate share of such service as determined by the Director. Such proportionate shares shall be determined by and reflect the staffing levels and relative responsibilities of the members of each clinical service.

### *Position Description*

- 31.7 All Veterinarian Members shall have a written Position Description.

- 31.8 For all Veterinarian Members employed at the time of signing of this Agreement, the Position Description shall correspond to the present assigned duties.
- 31.9 All new Veterinarian Members shall be provided with a Position Description as part of their Letter of Appointment. This Position Description shall detail their responsibilities pursuant to this Agreement.

### **Amendments to Position Descriptions**

- 31.10 A Veterinarian Member may request a change to his/her Position Description. The Member shall forward his/her proposal for amendment to the Director, in writing.
- 31.11 The Director will decide whether to accept the proposal for amendment to the Veterinarian Member's Position Description. Within fifteen (15) days of receipt of the proposal, the Director will notify the Member in writing of the decision, and, in the event of a negative decision, provide reasons.
- 31.12 Within ten (10) days of receipt of the decision from the Director, a Member may appeal the decision to his/her respective Dean, or for AHL Member(s) to the Vice President, Research. The respective Dean or Vice-President Research shall notify the Member and Director of his/her decision, in writing, providing reasons for the decision.

## Article 32 - Appointments of Veterinarians

### *Types of Appointment*

32.1 There are three types of Appointments for Veterinarian Members:

- a) Contractually Limited Appointment;
- b) Continuing Appointment-track Appointment; and
- c) Continuing Appointment.

32.2 Contractually Limited Appointments

- a) are Appointments established for a specific period of time that shall not exceed an uninterrupted period of five (5) years;
- b) may be extended or renewed, but the total length of the uninterrupted appointment may not exceed five (5) years;
- c) do not imply that the appointee is on probation for a Continuing Appointment, nor is there any implied expectation of continued employment beyond the period specified.

32.2.1 Once a Veterinarian Member has served an uninterrupted period of five (5) years in the same or a substantially similar term position, the Member's Appointment shall be terminated or the position converted to Continuing Appointment-track Appointment. In the case where the decision is to convert the position to Continuing Appointment-track, the Dean or VPR, on the recommendation of the Director, may recommend to the Provost that the current incumbent be appointed to the Continuing Appointment-track Appointment, without a search. The Provost's decision to appoint without a search will be final.

### *Continuing Appointments*

- 32.3
- a) Continuing Appointment shall mean an appointment of a Veterinarian Member without term.
  - b) Veterinarian Members given a Continuing Appointment-track Appointment will assume a Continuing Appointment following successful completion of a probationary review as per Article 34.
  - c) Upon successful completion of the probationary period, a Veterinarian Member holding a Continuing Appointment cannot be dismissed except for just cause, or as otherwise provided in this Agreement.

### **Search Process**

32.4 The University will decide when there is an open position and will determine whether a search will be conducted. The University will consult with Members about the qualifications of, areas of competence required for, and responsibilities of, the position. The University will determine the qualifications of and the specific duties required to fill a vacancy.

32.5 The information to be provided in the advertisement shall include, but is not limited to:

- a) the type of appointment;

- b) the qualifications, education, and skills required;
  - c) any applicable equity provisions; and
  - d) the University of Guelph's employment equity statement.
- 32.6 In conducting a search, the University shall advertise the position in publications determined as appropriate by the University.
- 32.7 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean or Vice President Research that the candidate be appointed without an external search.
- 32.8 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.

### **Search Committee**

- 32.9 Candidates shall be evaluated through a Search Committee. Composition of the Search Committee will be determined by the Director but shall include at least two (2) veterinarian and/or Veterinarian Members.
- 32.10 Academic partner accommodation appointments must be reviewed for rank and appointability by the Members Continuing Appointment Committee.
- 32.11 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 32.12 The University will ensure that all members of the Search Committee have received orientation/training prior to the commencement of the interview process. No Member shall be required to participate in training more than once during the term of this Agreement.
- 32.13 The University will provide all candidates who are interviewed with the contact information for the Association.

### **Assessment Procedures**

- 32.14 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Director with a recommended short list of candidates to be interviewed.
- 32.15 The evaluation and ranking of the candidates by the Search Committee will be in confidence and consistent with employment equity principles.
- 32.16 Where the Director determines it to be appropriate, the interview process shall allow for input by members of the Unit.
- 32.17 After interviewing the short-listed candidates and, if appropriate, seeking input from members of the Unit, the Search Committee shall make its recommendations to the Director. While the Director is not constrained by the ranking of the candidates, an appointment must be made from this list. The Director has the option of continuing the search.

- 32.18 In the case of an academic partner accommodation appointment, the Members Continuing Appointment Committee shall make a written recommendation to the Dean/AVPR as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.
- 32.19 Any academic partner accommodation appointment shall be limited to a maximum of five (5) years.
- 32.19.1 Academic partner accommodation appointments are not eligible for consideration for conversation of appointment to Continuing Appointment-track without a search (per 32.4).

### **Letters of Appointment**

- 32.20 All Letters of Appointment shall be issued by the Director, and will include, but not be limited to, the following:
- a) date of commencement and, where appropriate, date of termination of the Appointment;
  - b) salary;
  - c) type of appointment as defined in Article 32.1;
  - d) Unit in which the appointment is made, including the position to whom the candidate will report;
  - e) Position Description;
  - f) if applicable, the description of any special duties or conditions that may apply, provided that these are consistent with this Agreement.
- 32.21 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.
- 32.22 For Contractually Limited Appointments, the University shall use reasonable efforts to offer Contractually Limited Appointments for Veterinarians that are twelve (12) months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.



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

- 33.1 This Article applies to Continuing Appointment, Promotion and Review decisions of Veterinarians who hold Continuing or Continuing Appointment-track appointments, and to Renewal decisions for Contractually Limited Veterinarians.
- 33.2 Promotion and the conferring of a Continuing Appointment is a very important step in the relationship between the University and a Veterinarian and should be decided upon only after careful consideration and attention to due process. The University will grant Continuing Appointment to Veterinarians only in accordance with the provisions of this Article.
- 33.3 The Director will meet with each Member, within the Member's first semester of appointment and will discuss the approved criteria with respect to the granting of Continuing Appointment.
- 33.4 The Dean/Associate VPR will notify the Member, on an annual basis, that both he/she and the Director are available for Mentoring. In addition, the Dean/AVPR shall meet prior to the end of April with each Continuing Appointment-track Veterinarian Member to discuss the Member's progress towards and the possibility of application for continuing appointment and promotion.
- 33.4.1 A record of the discussion mandated in 33.4, signed by both the Dean/AVPR and the Continuing Appointment-track Member, shall be placed in the Continuing Appointment-track Member's Official File. In signing the document, the Dean/AVPR and the Veterinarian Member are agreeing it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 33.5 Veterinarians have the right to know explicitly the criteria that are used for Continuing Appointment and Review purposes, as well as reasons for the decisions. The process must be transparent, fair and equitable.
- 33.5.1 Approved Continuing Appointment and Promotion Guideline documents shall be posted on the department/school website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 33.6 The granting of Continuing Appointment and promotion to Associate Veterinarian recognizes professional and academic maturity, as exemplified by his/her contribution to the clinical and professional services to the OVC and the University, and by related activities within and outside the University as defined in Article 30.3. The conferral of Continuing Appointment obliges the University to support the career of the Veterinarian and it obliges the Veterinarian to continue to perform in a manner deserving of that support.
- 33.6.1 Veterinarians shall hold, either Board certification in a relevant specialty or an advanced degree in a relevant discipline (in addition to a DVM) in order to meet the requirements for Continuing Appointment and Promotion to Associate Veterinarian.
- 33.6.2 The provisions of Article 33 shall not apply to those Veterinarians hired on or before August 5, 2011 or where Board Certification is not a requirement of the position.
- 33.7 The specific requirement of a position to hold Board certification or an additional advanced degree shall be determined by the University at the time of advertisement for the position. Such requirement shall be included in both the job posting and noted in the successful incumbent's

letter of appointment. Where such a requirement exists, a continuing appointment-track appointment of an Assistant Veterinarian without completion of his/her Board certification or additional advanced degree will be for a maximum of two (2) years, at which point the Appointment will be terminated unless all of the requirements for the Board certification or additional advanced degree have been completed however, the University shall provide support to the Member so that he/she may be able to meet the requirement of the position. In exceptional circumstances, the Provost may extend this period.

33.7.1 To facilitate the completion of the Board specialty or advanced degree for those Members hired without the requisite credential, the University shall provide up to two (2) months paid leave free from regularly assigned duties to the Member for the purposes of preparation, study and testing. Such leave may be taken in contiguous blocks, regularly scheduled days or hours within a work day as agreed to by the Member and his/her Director over the course of the continuing appointment-track appointment. Consideration will be given by the Director and not unreasonably withheld with respect to the expressed preference of the Member regarding timing of the leave.

33.7.2 No Veterinarian will be required to obtain more than one Board specialty or additional degree as a condition of his/her employment.

33.8 Promotion to Veterinarian recognizes long-term, established and outstanding contributions to the University and the profession. A Veterinarian must be Board Certified in a relevant specialty or, where no applicable designation exists, have attained the highest terminal degree relevant to her/his position. It is granted in recognition of professional competence and maturity and normally an established national record of service to the profession.

33.9 Contractually Limited Veterinarians are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration of granting of Continuing Appointment.

33.10 Consideration for the conferring of Continuing Appointment will be based on the Veterinarian's lifetime contribution in the areas as defined in Article 30: Responsibilities of Veterinarians.

33.10.1 Each candidate for Promotion and the granting of Continuing Appointment is expected to establish a record of performance in each area of responsibility as outlined in his/her position description and consistent with the provisions of Article 30: Responsibilities of Veterinarians.

#### *Probationary Period*

33.11 The maximum duration of a Continuing Appointment-track Appointment is six (6) consecutive years of full-time employment (with five full reviews), exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave, from the date of the Continuing Appointment-track Appointment.

33.12 The maximum length of the Probationary Period for part-time 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*

- 33.13 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment or for Review of Members, is to be decided upon by the Veterinarians and is articulated in the Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period being reviewed. The criteria for Review, Promotion and Continuing Appointment, including any amendments to the same will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Veterinarians, and also by the University Continuing Appointment Committee and the Provost.
- 33.14 All Members are to be informed in writing by the Director/AVPR of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria and established and promulgated benchmarks for Continuing Appointment, Promotion and Review.
- 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). Such Report shall form part of the Member's Assessment File.
- 33.16 The Dean/AVPR, in consultation with the Provost, will develop standard documentation templates. The Dean/AVPR will consult with the Members Continuing Appointment Committee in the development of these templates:

*Member Templates*

33.16.1 *Progress Template*

A template for the purpose of Continuing Appointment and Promotion considerations (i.e., progress toward the granting of Continuing Appointment and Promotion to Associate Veterinarian, and applications for Continuing Appointment and Promotion) in which each Veterinarian Member will document his/her relevant life-time professional, scholarly and service contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, and in those cases where it is applicable a research and/or teaching/clinical dossier.

33.16.2 *Performance Assessment Template*

A template for the purpose of performance assessment in which each Veterinarian Member will document his/her relevant professional, scholarly and service contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, and in those cases where it is applicable research and/or teaching/clinical dossier.

*Continuing Appointment Committee Templates*

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 the

Veterinarian Member's performance. 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.

33.16.4 *Performance Assessment – Non-Biennial Year:*

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." A MCA Committee Performance Progress Report, which will form the basis of the MCA Committee's report to the UCA on its overall assessment of the Veterinarian Member's performance.

33.16.5 *Continuing Appointment-track Veterinarian Members – Progress Feedback*

A MCA Committee Progress Report, which will form the basis of the MCA Committee's report to the UCA Committee on its overall assessment of the Veterinarian Member's progress toward the granting of Continuing Appointment and Promotion to the rank of Associate Veterinarian.

33.16.6 *Continuing Appointment and Promotion to Associate Veterinarian – Application or Final Year Consideration*

A MCA Committee Continuing Appointment and Promotion Report, which will form the basis of the MCA Committee's report to the UCA Committee on its overall assessment of the Veterinarian Member's Application or final year consideration for the granting of Continuing Appointment and Promotion to Associate Veterinarian.

33.16.7 *Promotion to Veterinarian – Application*

A MCA Committee Promotion Report, which will form the basis of the MCA Committee's report to the UCA Committee on its overall assessment of the Veterinarian Member's application for the granting of Promotion to Veterinarian.

- 33.17 The MCA Committee Performance Assessment Report (per 33.16.3 and 33.16.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.
- 33.18 All MCA Committee Progress Reports (as per 33.16.5) and MCA Committee Continuing Appointment and Promotion Reports (as per 33.16.6) will be retained in the Official File of the Member until such time that Continuing Appointment and Promotion to Associate Veterinarian has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.
- 33.19 The MCA Committee Promotion Report (as per 33.16.7) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (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*

33.20 Written opinions of the Member's activities, as outlined in his/her Position Description and consistent with Article 30: Responsibilities of Veterinarians, by experts in the Member's field are required to support a recommendation for the granting of Continuing Appointment and Promotion to Associate Veterinarian and for Promotion to Veterinarian. External assessments are very important as part of the deliberations process but are not determinative. The Provost, in consultation with the Dean/AVPR, and through consultation with the University Continuing Appointment Committee, will devise the process by which external assessment will be sought for the conferring of Continuing Appointment and Promotion to Associate Veterinarian and the granting of Promotion to Veterinarian.

However, 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 the candidate's Department/Unit;
- b) the normal number of external assessments to be obtained will be three (3), at least one (1) of whom must be external to this University;
- c) the Chair of the Members Continuing Appointment Committee (MCA) and the Member will agree as to which individuals are acceptable Assessors and will forward this list to the Dean/AVPR. If agreement cannot be reached, the Members Continuing Appointment Committee (MCA) will decide on the acceptable Assessors;
- d) for consideration of Members in the OVC-HSC, the Dean will be responsible for communicating with assessors as per c) above and for consideration of Members in the AHL, the AVPR will be responsible for communicating with assessors as per c) above. The information sent to the Assessor will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean/AVPR; e) all assessments will be in writing; f) the following information will be made available to the External Assessors;
  - 1) applicable Guidelines/Criteria for Continuing Appointment and Promotion;
  - 2) the Veterinarian's Curriculum Vitae;
  - 3) a copy of the Member's Position Description;
  - 4) the Member's teaching/clinical dossier (where applicable), compiled by the Member; and
  - 5) any other evidence of Professional Practice, Development, Scholarship or Service as determined by the Member.

#### *Members Continuing Appointment Committee (MCA)*

33.21 The role of the MCA Committee shall be to:

- a) consider the report from the Director;
- b) assess the Veterinarian Member's performance and complete a MCA Committee Performance Assessment Report to be considered as input to the UCA Committee;

- c) assess the Veterinarian Member's progress toward the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Progress Report to be considered as input to the UCA Committee as part of the feedback to the Veterinarian Member;
- d) assess the Veterinarian Member's application (or final year consideration) for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Committee Continuing Appointment and Promotion Report to be considered as input to the UCA Committee as part of the Continuing Appointment and Promotion decision;
- e) assess the Veterinarian Member's application for Promotion to Veterinarian and complete a MCA Committee Promotion Report to be considered by the UCA Committee as part of the promotion decision;
- f) consider external assessments for the granting of Promotion to the rank of Veterinarian.

33.22 The composition of the MCA Committee shall be:

- a) four (4) Veterinarians holding Continuing Appointment, two from the OVC-HSC and two from the AHL, elected for a two (2) year term by all University Veterinarians in the respective units;
- b) the chair of the MCA Committee shall be elected by the members of the MCA Committee annually. The chair will be provided with a second vote to break a tie.

33.23 Subject to Articles 33.43 and 33.44, it is the responsibility of the Veterinarian to submit the completed file to the chair of the MCA Committee, or designate, by August 15th.

33.23.1 The chair of the MCA Committee shall ensure the Veterinarian Member is informed in writing when information, which is relevant to the current Continuing Appointment and Promotion, is placed in the Member's Assessment File after the August 15th submission date. Said Veterinarian 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 so wish.

33.24 The chair of the MCA Committee shall ensure that documentation pertaining to the Veterinarian's assigned responsibilities and data regarding criteria, the Director's Report, letters of external assessment (where applicable), and the submitted file are properly included in the Veterinarian's Assessment file prior to the commencement of the deliberations process.

33.25 The chair of the MCA Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

*University Continuing Appointment Committee (UCA Committee)*

33.26 The role of the UCA Committee shall be to:

- a) receive for approval the Guidelines for Continuing Appointment and Promotion;
- b) assess the Veterinarian's performance and/or progress toward the conferral of Continuing Appointment and Promotion;
- c) consider the MCA Committee assessment and recommendation and the report from the Director;

- d) ensure the MCA Committee assessment is consistent with the Guidelines and established standards of performance;
- e) consider external assessments for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and Promotion to Veterinarian;
- f) submit all recommendations to the Provost;
- g) submit positive recommendations for the conferral of Continuing Appointment and Promotion and Promotion to Veterinarian to the President for decision;
- h) issue a letter to the Veterinarian communicating the UCA Committee's assessment.

33.27 The composition of the University Continuing Appointment Committee shall be:

- a) the Dean (OVC) and the Associate Vice-President (Research), who will act as co-chairs of the UCA Committee. The Dean (OVC) will vote and have a second vote to break a tie only for cases of Veterinarians from OVC-HSC, and the Associate Vice-President (Research) will vote and have a second vote to break a tie only for cases of Veterinarians from AHL;
- b) one (1) Veterinarian with Continuing Appointment from OVC-HSC, elected for a two (2) year term by all Veterinarians; and
- c) one (1) Veterinarian with Continuing Appointment from AHL, elected for a two (2) year term by all Veterinarians.

33.28 The chairs of the UCA Committee will be responsible to ensure the transfer of the Assessment File considered by the MCA Committee to the UCA Committee. The Chairs of the UCA may request that the chair of the MCA Committee and/or the Director appear before the UCA Committee as a part of the deliberations process.

33.29 The complete Assessment File shall include all of the same information considered by the MCA Committee plus the Assessment/Progress Report and relevant recommendation from the MCA Committee plus the report of the Director. The Assessment/Progress Report and recommendation from the MCA Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Veterinarian Member's performance in relation to the expectations set out in the approved Continuing Appointment and Promotion Guidelines document.

*Committee Mode of Operations and Election to Committee*

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

33.31 The decisions of the MCA and UCA Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to consideration and decision on a particular case. A Member shall withdraw prior to consideration of his/her case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.

33.32 All Veterinarians holding Continuing Appointment are eligible for election to the MCA Committee, the UCA Committee, and the University Veterinarians Appeals Committee (UVAC)

with the exception of any Member currently elected to either the MCA Committee, UCA Committee, or, the UV Appeals Committee;

- 33.33 All elections for the MCA Committee, UCA Committee and the UV Appeals Committee will be conducted by the Nominating Committee with administrative support from the Dean and AVPR office. The Nominating Committee shall be comprised of one elected Veterinarian Member and the Dean (if the elected Member is from the AHL) or the AVPR (if the elected Member is from the OVC-HSC), or designate. One Veterinarian is elected in November to the Nominating Committee for a two-year term by the Veterinarian Members.
- 33.34 The Nominating Committee requests nominations from Veterinarians at least two weeks prior to the commencement of an election. The MCA Committee election shall be held during January 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. The Nominating Committee will inform the University Veterinarians and the Association of the results.
- 33.36 Voting will be consistent with the following:
- a) Member's Continuing Appointment Committee: The chair who is elected in accordance with this Article, shall have voting privileges and shall cast an additional vote in the case of a tie vote at the Committee.
  - b) University Continuing Appointment Committee: There will be one vote at the level of the chair. That is, for consideration of Members in the OVC-HSC, the Dean will have the vote and for consideration of Members in the AHL, the AVPR will have the vote. If the Dean or AVPR must recuse him/herself, he/she shall name a designate (e.g. Associate Dean OVC or alternate AVPR, respectively, exclusive of the Director to whom the candidate directly reports). In the case of a tie vote at the Committee, for consideration of Veterinarians in the OVC-HSC, the Dean shall cast a second, deciding vote and for consideration of Members in the AHL, the AVPR shall cast a second, deciding vote.
- 33.37 The length of term following an election of a Member to the MCA Committee, the UCA Committee, or the UV Appeals Committee shall be for a period of two (2) years.
- 33.38 If an elected Member is unable to serve, then the Member will be replaced by the unelected Veterinarian with the largest number of votes. Should there have been no unelected candidates in the annual election; a special election will be held to fill the vacant position.

#### *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.

#### *Granting of Continuing Appointment*



- 33.40 The Director shall, prior to the submission of the assessment file to the chair of the MCA Committee, meet with each Continuing Appointment-track Veterinarian to review his/her file and performance review. The Dean/Associate VPR shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.
- 33.41 Failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/Associate VPR and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Veterinarian, and such decision shall be recorded in the Member's Assessment File.
- 33.41.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Veterinarian, failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/AVPR and Provost will result in the termination of the Veterinarian Member's Continuing Appointment-track Appointment.
- 33.42 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Veterinarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Veterinarian or not to grant Continuing Appointment and to terminate the Assistant Veterinarian's Appointment.
- 33.43 Further to Article 33.39, the Veterinarian may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the Dean/AVPR through the chair of the MCA Committee by May 15th. The information contained in Article 33.20 (f) (2, 3, 4 and 5) shall be provided by the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

#### *Promotion to Veterinarian*

- 33.44 Consideration for Promotion to the rank of Veterinarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Veterinarian Member to the Dean/AVPR through the chair of MCA by May 15th. The information indicated in Article 33.20 (f) (2,3,4 and 5) shall be provided by the Member to the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

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

- 33.45 The MCA Committee will assess each Assistant Veterinarian's performance and make a recommendation to the chair of the UCA Committee with respect to the granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian. The MCA Committee will complete the appropriate Report (per Article 33.16) for each Veterinarian who has been considered. The appropriate Report and relevant recommendation will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the UCA Committee.

- 33.46 Within fifteen (15) days following completion of performance assessment and Continuing Appointment the Dean/AVPR will provide to each Veterinarian being considered a letter (signed by all members of the UCA Committee who were present for the relevant deliberations) indicating the following:
- a) for Continuing Appointment-track Members: An assessment of progress toward Continuing Appointment in each area of responsibility as outlined in the Position Description;
  - b) for all Members who were considered for Continuing Appointment: the recommendation of the UCA Committee along with the reasons for the recommendation.
- 33.47 For Veterinarians considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:
- a) that Continuing Appointment be granted and Promotion to Associate Veterinarian be conferred;
  - b) that the Continuing Appointment-track Appointment be continued; or
  - c) that Continuing Appointment not be granted and the Appointment be terminated.

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 33.50, and to contact the Association.

- 33.48 The UCA Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.
- 33.49 Following consultation with the Provost, the President will make an expeditious decision either to grant continuing appointment immediately or to deny continuing appointment, and will communicate his/her decision to the Veterinarian immediately. The new rank will become effective the following July 1<sup>st</sup>. In the case of a denial of continuing appointment, reasons will be provided.

#### *Appeals*

- 33.50 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian may appeal a negative recommendation of the UCA Committee to the chair of the University Veterinary Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.
- 33.51 The appellant Veterinarian may request to see his/her Official File/ Assessment File, and the signed Report(s) from the MCA and the UCA Committee(s). Letters from external assessors will be provided upon request, but they shall be provided by the Dean/AVPR without attribution and with any personally-identifying information removed.

#### *University Veterinarians Appeals (UVA) Committee*

- 33.52 The Committee will serve as an advisory body to the Provost and the VPR, who will act as committee co-chairs. The UVA Committee shall consider all appeals and recommendations from the UCA Committee and will make its recommendation to the President.

- 33.53 The membership of the UVA Committee shall be:
- a) The Provost and Vice-President Research, who will act as co-chairs of the committee;
  - b) Two (2) Veterinarians holding Continuing Appointment elected for a two (2) year term by University Veterinarians.
- 33.54 The complete Assessment File shall include all of the same information considered by the UCA Committee plus the Assessment/Progress Report and recommendation
- 33.55 The Veterinarian may choose to appear before the UVA Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 33.56 The UVA Committee may request the Veterinarian, his/her Director, the chair of the MCA Committee, the Dean/AVPR or any other member of the MCA or the UCA Committees to appear before it.
- 33.57 The Provost/VPR may, where she/he considers it appropriate, extend the Veterinarian's probationary period to permit reconsideration of the case by the Committee.

*Decision of the President*

- 33.58 Following the hearing of all appeals, the UVA Committee shall forward its recommendations to the President. The President shall inform the Veterinarian in writing of the decision of the University.

*Performance Assessment*

- 33.59 The following performance assessments will be conducted in accordance with the process outlined in this Article:
- a) annual assessment of performance of all Continuing Appointment-track Veterinarians for the purpose of feedback related to progression toward Continuing Appointment and Promotion to Associate Veterinarian;
  - b) annual assessment of performance of all contractually limited Members;
  - c) biennial assessment of all Veterinarian Members holding Continuing Appointment-track and Continuing Appointment for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.
- 39.59.1 The biennial performance review of Continuing Appointment-track or Continuing Appointment Veterinarians and the annual performance reviews of Contractually Limited Members provide to each Member a rating of either "Unsatisfactory", "Improvement Required/Developmental", "Good", "Very Good", or "Outstanding" in each of area of effort: Professional Practice, Professional Development and Research Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Veterinarian Member will receive an overall performance

rating, determined on the basis of the three individual performance ratings weighted according to the Member's Position Description during the review period.

- 33.60 Each Veterinarian must submit his/her completed Performance Assessment Template to the chair of the MCA Committee by August 15th. The chair of the MCA Committee will provide a written reminder to each Veterinarian of the deadlines for submission of documentation.
- 33.61 Failure to submit the completed Performance Assessment Template by August 15th, without prior approval from the Dean/AVPR and Provost, will result in an Unsatisfactory performance assessment.
- 33.61.1 Notwithstanding the scheduling provisions outlined in 33.59, the following assessments will occur on an annual basis:
- (i) Subsequent to any overall biennial performance assessment of a continuing appointment-track or tenured Veterinarian Member that is less than "Good", that Member will be subject to an annual review of performance by the MCA and UCA for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
  - (ii) The performance of all Contractually Limited Veterinarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 39.59.1 above).
- 33.62 The MCA Committee will assess each Veterinarian's performance and will complete Performance Assessment Report for each Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The MCA Committee will not rank order Veterinarian Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the chair of the UCA.
- 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. 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.

#### *Appeals of Performance Review*

- 33.64 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian who has received an overall performance rating of less than "Good" may appeal to the chair of the UVA Committee.
- 33.64.1 A Continuing Appointment-track Veterinarian Member may appeal to the Chair of the UVA Committee any overall performance rater and/or individual performance rater.
- 33.65 The appellant Veterinarian may request to see his/her Assessment File including the signed Performance Assessment Report from the MCA Committee and the UCA Committee.

- 33.66 The UVA Committee may request the Veterinarian, the Director, the Dean/AVPR and any other member of the MCA or UCA Committees to appear before it as part of the appeal process.
- 33.67 The Veterinarian who has received a performance assessment of less than “Good” may choose to appear before the UVA Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.
- 33.68 The Veterinarian is entitled to be accompanied to the meeting of the UVA Committee by a representative of the Association.
- 33.69 The chair of the UV Appeals Committee will provide the decision in writing to the Veterinarian within fifteen (15) days of the date of the meeting at which the Member’s appeal was heard.

*Grievance*

- 33.70 Any grievance of a decision arising from the Article shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

**Article 34 – Placeholder**

This article is purposefully left blank in order to avoid the renumbering of all subsequent provisions.

## Article 35 - Professional Development Leaves for Veterinarians

### *Short-Term Professional Development Leave*

- 35.1 Veterinarian Members shall be permitted, when determined to be operationally and financially feasible by the Director, to attend conferences, workshops, seminars and meetings for professional development purposes and may consult sources outside the University, visit laboratories and/or libraries, and seek other sources of material for scholarly endeavours, with salary.
- 35.2 For such leaves from his/her normal responsibilities, a Veterinarian Member shall make a written request for approval to the Director at least one (1) month in advance, and shall collaborate with the Director to make acceptable arrangements for meeting the Member's obligations and responsibilities. Such Leave shall normally not exceed five (5) working days. The University will consider funding requests related to Professional Development Leave.

### *Longer-Term Professional Development Leave*

- 35.3 Continuing Appointment Veterinarian Members are eligible after six (6) years of continuous and satisfactory service and with the approval of the Director to make application for a Longer-Term Professional Development Leave. This Leave is possible based on the merit of the Member's application and the availability of funding. Such Leave will be paid (for a maximum of one semester). Application for such Leave must be submitted in writing by the Member to the Director at least twelve (12) months prior to the intended start date of the Leave. The written application will include:
- a) a statement of goals;
  - b) a plan of scholarly activity and the benefit to the unit of such leave;
  - c) an indication of when and where the Leave is expected to be taken, the length of leave requested (to a maximum of one semester), and an indication that the proposed host institution is willing and able to host the Member's Leave;
  - d) recommendations for meeting the Member's obligations and responsibilities during the period of the approved Leave. These can be developed in discussion with the Director.
- 35.4 The Director will consider the request and shall inform the Veterinarian Member of the decision to approve or deny the Leave. Reasons for denial will also be given in the letter.
- 35.5 Under circumstances determined by the operational needs and priorities of the unit, the Director may delay the commencement of an approved Leave. Such delay, however, cannot be for a period exceeding two (2) years.
- 35.6 A Veterinarian Member whose application for Leave has not received approval may appeal to the Dean or Vice-President (Research).
- 35.7 Within sixty (60) days of the conclusion of the Leave, the Veterinarian Member will provide a written report to the Director describing what has been accomplished in relation to the plan submitted.
- 35.8 It is expected that the Veterinarian Member will return to the University of Guelph for at least one year following the Leave.

## **Article 36 - Paid Personal Leave (PPL) for Veterinarian Members**

- 36.1 Notwithstanding the provisions of Article 48: Compassionate Leave, Continuing Appointment-track and Continuing Appointment Veterinarian Members shall be allowed up to three (3) days of PPL annually, which must be approved and granted by the Director, or designate.
- 36.2 PPL is intended to address unanticipated issues of an emergency nature that are not provided for in Article 48: Compassionate Leave. PPL is not intended for purposes of extending vacation or for the day prior to or following a paid holiday.
- 36.3 PPL does not accrue from one year to another.
- 36.4 Each request shall indicate the reason for the request, providing as much notice as practicable.



## **Article 37 - Redeployment or Severance of Veterinarian Members Due to Reorganization or Significant Change in Demand for Services**

37.1 When the University approves a significant reorganization or when there is a significant change in demand for services that may affect one or more Veterinarian Members, the Provost and the Vice-President (Research), in consultation with the Association, will strike a Redeployment Advisory Committee. The Redeployment Advisory Committee, once struck, shall provide advice on measures needed to effect the reorganization or respond to the change in demand for services, including the possibility of redeployment or of termination with severance for Members.

### *Redeployment Advisory Committee*

37.2 The Redeployment Advisory Committee will be comprised of the Director, the Dean/AVPR, and two Veterinarian Members with Continuing Appointments, named by the Association.

37.3 The Redeployment Advisory Committee will prepare a plan that includes a list of those Veterinarian Members who are, or may be, affected. This plan will be submitted to the Provost and the Vice-President (Research) within thirty (30) days of the Committee being struck.

37.4 Recommendations about affected Veterinarian Members shall be considered on a case by case basis by the Redeployment Advisory Committee. Whenever practicable, Members holding contractually limited appointments shall be reassigned or terminated ahead of Members holding Continuing Appointment-track or Continuing Appointments. In the case where more than one Member performs the same job, the person with the shortest amount of continuous employment within the Bargaining Unit (Bargaining Unit seniority) shall be the first to be redeployed.

### *Redeployment Process*

37.5 The Provost and the Vice-President (Research) will convene a meeting with the President of the Association to provide notification that a reorganization will be effected and will provide the names of the Veterinarian Members who are affected. The Provost and the Vice-President (Research) will provide this notification in writing to the President of the Association at this meeting.

37.6 Following this meeting and within ten (10) days, the appropriate Director will meet individually with each of the affected Veterinarian Member(s) to inform them of the impending reorganization and discuss options available for individual Members. The Director will discuss with the affected Member(s) his/her individual career goals and perceived fit with other Units/Departments, if applicable. If applicable, the Director will then make a written recommendation to the Provost and Vice President (Research) with respect to the most likely Unit/Department for the redeployment of the Member. The Director shall inform the Member in writing of the decision with respect to redeployment, if applicable, and the reasons for the decision.

37.6.1 The Veterinarian Member may be accompanied by another Member or representative of the Association at this and subsequent meetings.

37.7 If there is a position identified to which a Veterinarian Member can be redeployed in 37.6 above, the Member must, within thirty (30) days, accept the redeployment or request, in writing, that termination with severance be initiated.

- 37.8 All existing entitlements, including, but not limited to, rank, salary, benefits, leaves, and seniority shall be transferred with the Veterinarian Member(s) in the event of redeployment.
- 37.9 A Veterinarian Member may not be transferred from the University of Guelph main campus without his/her consent.
- 37.10 If a position cannot be identified for redeployment in 37.6, then the termination with severance option (below) will be initiated.

*Termination with Severance*

- 37.11 The University shall give to each Veterinarian Member holding a Continuing Appointment-track or Continuing Appointment who is affected by a reorganization or a significant change in demand of service leading to termination with severance:
- a) Notice: six (6) months' notice, or six (6) months' actual salary in lieu of notice, or a combination of notice and actual salary equivalent to six (6) months'; and
  - b) Severance: one (1) month's salary for each year of continuous employment at the University with a minimum of six (6) months, up to a maximum of twenty-four (24) months.

## Article 38 - Academic Fraud and Misconduct

38.1 Academic Fraud or Misconduct does not involve an honest error, conflicting data, differences in the interpretation or assessment of data, or experimental design or practice, unless there has been an intent to mislead. Any finding of Academic Fraud or Misconduct shall require clear, cogent and convincing proof of actual dishonest purpose and intent, or reckless disregard for the likelihood to mislead.

38.2 Academic Fraud or Misconduct in Research/Scholarship includes:

- a) fabrication and falsification of research findings or scholarly materials;
- b) plagiarism;
- c) failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished materials of others without permission, or the use of archival materials in violation of the rules of the archival source;
- d) failure to obtain the permission of the author before making significant use in any publication of new information, concepts, or data obtained through access to manuscripts or grant applications during the peer review process;
- e) submission for publication of an article originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a re-publication;
- f) falsification or misrepresentation of credentials or other intentionally misleading practices in proposing, conducting, or reporting Research/Scholarship;
- g) intentional unauthorized diversion of Research/Scholarship funds of the University, federal or provincial granting councils, or other sponsors of research;
- h) material failure to comply with relevant federal or provincial statutes or regulations, or policies promulgated by the Senate or Board of Governors that are not inconsistent with this Agreement for the protection of researchers, human subjects, or for the health and safety of the public or the welfare of laboratory animals;
- i) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- j) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public;
- k) failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stock-holding, a directorship, significant honoraria or consulting fees, but does not include routine stock holding in a publicly-traded company.

### *Procedures*

38.3 Any investigation related to allegations of misconduct in research and scholarly activity shall be conducted in accordance with the investigation process as outlined in Article 39: Investigation of Allegations and Discipline.

- 38.4 Any discipline imposed on a Member for misconduct in research and scholarly activity shall be subject to Article 39: Investigation of Allegations and Discipline.

## Article 39 - Investigation of Allegations and Discipline

### *Preamble*

- 39.1 A Member may be disciplined only for just cause and only in accord with the provisions of this Article.
- 39.2 Disciplinary action shall be reasonable and consistent with the principle of progressive discipline, commensurate with the seriousness of the misconduct.
- 39.3 The investigation, in and of itself, is not considered to constitute discipline and is not grounds for grievance, although the Association may grieve if it believes that the basis for, or conduct of, the investigation violates the Collective Agreement.
- 39.3.1 All investigations will be conducted as expeditiously as possible.

### *Investigation*

- 39.4 The University may investigate any allegation which, if proven, would warrant taking disciplinary action against a Member. Subject to 39.9, within ten (10) days, or as soon as practicable after an allegation has been made, the University shall inform the Member of the nature of the allegation that has been made and his/her right to seek assistance from the Association. If a complaint in writing has been received by the University, the Member and the Association will, at this time, be given a copy of it. If appropriate, the complaint may be redacted to retain confidentiality.
- 39.5 Where the University will be investigating any allegation about a Member that, if proven, would warrant disciplinary action against the Member, subject to Article 39.9.1 below, the Member will be notified by the Dean, University Librarian, or, in the case of Veterinarians, Director, as soon as is practicable of the reasons for, and the nature of, the planned investigation.
- 39.6 During an investigation the University may remove a Member with pay, if the circumstances warrant it. Such investigation will occur as expeditiously as possible. The mere fact of an investigation is not grounds for grievance although a Member may grieve whether the basis for, or conduct of, the investigation conforms to this Article.
- 39.6.1 Any breach of the investigatory process does not result in the discipline being void. Any breach is, rather, a factor to be considered by an arbitrator in fashioning a remedy.
- 39.7 Notwithstanding 39.24, if a Member poses a real and present danger to the safety of any member of the University community or to University property, the University may decide to remove the Member from the workplace during the investigation and the Member will continue to receive full salary and benefits.
- 39.8 A Member shall have the right to receive assistance and representation from the Association.
- 39.9 Subject to Article 39.9.2 below and as soon as is practicable, but no later than ten (10) days after commencing an investigation, the University shall advise the Member and the Association's Executive Officer or designate in writing:
- a) of the nature, substance, and scope of the investigation,

- b) of the Member's right to seek assistance from the Association;
- c) that the Member is invited to respond to the allegation(s) by meeting or submitting materials, or both;
- d) that the Member is invited to submit a list of persons, along with a written explanation as to the reasons for each person listed, whom the Member believes should be interviewed as part of the investigation.

39.9.1 The University will provide a list of the persons identified as per 39.9 (d) whom it has not contacted, if any, and provide a written explanation.

39.9.2 The University may withhold information, decide not to notify the Member, or delay notifying the Member if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized. In such case, the University shall notify the President of the Association, or designate, immediately.

39.10 Members and the University shall maintain the confidentiality of the investigative process, its findings, and its outcome. Information will be disclosed only to those with a demonstrable need to know. Those in receipt of information pertaining to the investigative process are bound to hold such information in confidence. The University may disclose information where it has grounds to believe that confidentiality may put a person at risk of significant harm or if the University is legally required to disclose. In such a case, the University shall immediately inform the Association of its decision not to maintain confidentiality and the grounds for the decision.

39.10.1 All persons contacted by the University during the investigation shall be informed of the confidentiality requirement under Article 39.10 above.

#### *Tentative Results of the Investigation*

39.11 The University shall notify the Member of the tentative results of the investigation within ten (10) days of the results being known.

39.12 Pursuant to Article 39.11, the University shall either:

- a) advise the Member that discipline will not be imposed and that the investigation is closed, or
- b) inform the Member that the University believes that discipline is warranted. In this case, the University shall invite the Member to attend a meeting before the investigation is closed, and before any discipline is imposed, to allow the Member to respond.

39.13 The Member may respond in person or through an Association representative. Should the Member fail to respond to the invitation within ten (10) days or fail to attend a meeting on the matter, without reasonable excuse, the University may proceed under the terms of this Article.

#### *Disciplinary Measures*

39.15 Disciplinary measures that the University might take against a Member are limited to:

- a) written warning or reprimand;
- b) suspension with pay;

- c) suspension without pay; or
- d) dismissal for cause.

- 39.16 A written warning or reprimand shall be clearly identified as a disciplinary measure and shall contain a clear statement of the reasons for the discipline
- 39.17 A suspension with pay is the act of the University's relieving, for cause, some or all of a Member's duties and/or entitlements without the Member's consent.
- 39.18 Dismissal means the termination of Appointment without the Member's consent before retirement/resignation or the end of the contract.
- 39.18.1 Non-renewal of a Contractually Limited Appointment does not, in and of itself, constitute dismissal. Not granting of a Continuing Appointment or Tenure to a Member does not constitute dismissal.
- 39.18.2 Grounds for dismissal of a Member shall be:
- a) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
  - b) persistent failure to discharge Responsibilities through incompetence or neglect of duties; or
  - c) abandonment of duties.

*Disciplinary Process Distinct from Academic Assessments*

- 39.19 a) The fact that a disciplinary measure is contemplated or has been imposed cannot be considered in Tenure/Continuing Appointment and Promotion and Annual Performance Assessment; however, the facts that resulted in, or may result in, the imposition of discipline may be considered, if relevant to an academic assessment.
- b) The existence of an academic assessment, or findings arising from an academic assessment, cannot lead to discipline unless the steps preceding discipline provided for in this Article including notice and investigation have been followed.
- c) Outcomes of the Performance Assessment Process (per 21.61 – 21.67, 28.58 – 28.64 or 33.59 – 33.63 as applicable) may be considered grounds for disciplinary action only if an overall rater of "Less than Good" is assigned, and only where there are proven and repeated concerns about performance under Article 21, 28 or 33 (as applicable).

*Disciplinary Process*

- 39.20 Where the University believes disciplinary action is warranted, the Member shall be notified in writing of a meeting, stating the time and place and that the Member has the right to have an Association representative at the meeting. This meeting shall take place within fifteen (15) days of the written notification of the meeting.
- 39.21 At the meeting, the University shall provide the Member with details of the disciplinary measures to be imposed and the reasons therefore.

- 39.22 Any Grievance related to a suspension or dismissal shall commence at the Formal Stage in accordance with Article 40: Grievance and Arbitration.
- 39.23 Where disciplinary action has been taken, the University shall only notify those officials with a demonstrable need to know.
- 39.24 A Member who is suspended shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 39.25 At an Arbitration or Grievance relating to discipline, the onus is on the University to prove that discipline was for just cause.

*Sunset Provision*

- 39.26 Any record of discipline shall be removed from a Member's Official File twenty-four (24) months after the date on which the discipline was imposed, unless the Member has been given further warnings or reprimands and the Association does not successfully grieve the matter.

*Restrictions on Discipline*

- 39.27 Notwithstanding 39.4, if a University rule, regulation, or policy has been violated by a Member, the University rule, regulation, or policy must have been promulgated by the appropriate authority and not be in violation of this Agreement in order for a Member to be disciplined specifically for the violation of such a rule, regulation, or policy.
- 39.28 No investigation under this Article shall be initiated by the University more than forty-five (45) days after it knew, or ought reasonably to have known, about the facts that could be the basis for discipline.
- 39.29 If disciplinary procedures are in progress while a Member is being considered for renewal, Continuing Appointment, Tenure, Promotion, or Study/Research Leave, upon request of the Member or University, the consideration may be deferred until the disciplinary process has been concluded. In cases of renewal, Tenure, or Continuing Appointment the Member's appointment shall be extended by the length of the deferral to allow for completion of the renewal or Tenure process.
- 39.30 Only the President or his/her designate may suspend or dismiss a Member.



## Article 40 - Grievance and Arbitration

### *General*

- 40.1 The Parties agree to attempt to resolve disputes arising from this Agreement amicably and promptly.
- 40.2 In order to ensure that Grievances of Members are remedied in a reasonable, just, and equitable manner, the University and the Association mutually agree that the procedure for submitting and dealing with Grievances shall be as indicated in the remainder of this Article.
- 40.3 The University agrees that at any stage of the informal resolution and/or grievance procedure, Members have the right to be accompanied by an Association designate.
- 40.4 No Grievance may proceed to the formal Grievance Procedure unless it has been assumed by the Association.
- 40.5 The time limits in the Grievance procedure may be extended only by mutual written consent of both the Provost, or designate, and the President of the Association, or designate. Similarly, no step in the grievance procedure may be waived without mutual written consent of both Parties to this Agreement. Consent to the extension of these time limits will not be unreasonably withheld.

### **Definitions**

- 40.6 An Individual Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by one Member and initially presented to the Dean, University Librarian, or in the case of Veterinarians, Director, or designate in accordance with Article 40.9.
- 40.7 A Group Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by two (2) or more Members where the same issue is in dispute. A Group Grievance shall be initially presented to the Dean, University Librarian, or, in the case of Veterinarians, Director, in accordance with Article 40.9. If the Members are from different Colleges, a Group Grievance shall be initially presented to the Provost, or designate, and be processed at the Formal Stage as set out in this Article.
  - 40.7.1 In the case of a Group Grievance, it shall be raised within thirty (30) days after the group could reasonably be expected to have become aware of the relevant circumstances.
- 40.8 A Policy Grievance is a difference arising between the University and the Association as to the interpretation, general application, or alleged violation of a specified provision or provisions of this Agreement.
  - 40.8.1 Such Policy Grievances shall be submitted in writing, signed by the President of the Association, or designate, or the Provost, or designate, as the case may be, and submitted to the Manager, Faculty Relations or designate or Executive Officer of the Association or designate, as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the Grievance.
  - 40.8.2 The responding party shall provide a written response within twenty (20) days following receipt of the Grievance.

40.8.3 If the Policy Grievance is not resolved, the initiating Party may notify the other Party, in writing, within twenty (20) days that it intends to proceed to Arbitration pursuant to this Article.

### **Informal Resolution**

- 40.9 The University and the Association mutually agree that it is the desire of the Parties that differences in the interpretation, application, administration, and alleged violations of this Agreement shall be dealt with as quickly as is reasonably possible. If a Member has a complaint/dispute that may give rise to a Grievance, he/she and/or an Association designate shall first discuss the matter at a meeting arranged for this purpose with the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, within twenty (20) days after the Member would reasonably be expected to have become aware of the circumstances giving rise to the complaint/dispute.
- 40.10 The Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall be allowed ten (10) days to seek information and advice and to communicate a proposed resolution. A copy of the agreed-upon resolution, signed by the Member, the Dean, University Librarian or, in the case of Veterinarians, Director, and the Association, will be forwarded to the Member, Executive Officer of the Association, or designate, and to the Manager, Faculty Relations, or designate.
- 40.11 Failing informal resolution of the Grievance and within ten (10) days following receipt of notification of the proposed resolution under the informal process, the Association has the right to present the written Formal Grievance to the Provost, or designate, pursuant to this Article.
- 40.12 No minor technical irregularity or error shall prevent the substance of a Grievance from being heard and determined on its merits.
- 40.13 An Individual, Group, or Policy Grievance shall include the following:
- a) the date of presentation;
  - b) the nature of the grievance;
  - c) where applicable, the names of the grievor(s);
  - d) the remedy sought;
  - e) the article, section, or sections of this Agreement allegedly violated or the alleged occurrence said to have caused such Grievance;
  - f) applicable signature(s).

### **Formal Grievance Procedure**

- 40.14 Following receipt of a Formal Grievance, the Provost, or designate shall convene a meeting within ten (10) days with the Member and/or the Association designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific Grievance. The Provost (or designate) shall reply in writing within fifteen (15) days of that meeting.
- 40.15 Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the Grievance to the next step of the Grievance Procedure. Should the grieving Party fail to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration

procedure, and has not within that period requested and been granted an extension of time limits (extension shall not be unreasonably withheld), the Grievance shall be considered to have been abandoned.

- 40.16 In the case of a Member who has been suspended or discharged, denied Tenure/Continuing Appointment, or whose Tenure-track/Continuing Appointment-track appointment has not been renewed, the Association has the right to submit a formal Grievance in writing, signed by the Member and the Association, directly to the Provost or designate. The Provost or designate will respond within five (5) days of the date of receipt of the Grievance.
- 40.17 In all cases involving dismissal, denial of Tenure/Continuing Appointment, discipline, the burden of proof shall be on the University to establish its case.
- 40.18 The University and the Association agree that all resolutions/remedies reached under the grievance procedure between the representatives of the Parties will be final and binding upon the Parties and the Members.
- 40.19 Failing resolution of a Grievance, the University or the Association will provide notification that a matter shall be submitted to Arbitration. Such notification must be made in writing and addressed to the other party within fifteen (15) days of the date of receipt of the formal Grievance decision.

### **Arbitration**

- 40.20 Powers of the Arbitrator:
- a) except as provided in this Article, the Arbitrator shall have the powers of an arbitrator as stated in the Ontario Labour Relations Act, as amended from time to time.
  - b) the Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
  - c) in the event an Arbitrator deals with a matter relating to discharge, suspension, or disciplinary action, the Arbitrator has the authority to reinstate a Member with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable that would be consistent with the terms of this Agreement.
- 40.21 In arbitrations over the denial of Promotion, Tenure, Continuing Appointment, or a specific appointment, the Arbitrator shall have the jurisdiction to examine and grant a remedy on aspects of the process or decision leading to the Grievance. The Arbitrator shall not have the power to award Promotion, Tenure, or Continuing Appointment. In such circumstances, the Arbitrator may prescribe remedies, including, but not limited to, extension of the probationary period and/or remitting the case for reconsideration, possibly with different material and/or different assessors.
- 40.21.1 The Arbitrator may appoint an Academic Panel. The Academic Panel shall be comprised 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 decision of the Panel will be binding on the Parties.

- 40.22 The decision of the Arbitrator shall be final and binding upon the Parties.
- 40.23 All arbitration expenses, including the remuneration of the Arbitrator, shall be shared equally by both Parties, subject to the award of costs by the Arbitrator as part of the remedy.

## Article 41 - Health and Safety

41.1 The University and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the University and the Members have responsibilities delineated in the *Occupational Health and Safety Act*, R.S.O 1990, c.01, as amended from time to time (hereinafter referred to as the "Act").

### Responsibilities of the University

- 41.2 The University recognizes a responsibility to take every precaution reasonable in the circumstances to protect the health, safety, and security of Members as they carry out their responsibilities. To that end:
- a) The University shall comply with the provisions of the Act;
  - b) In keeping with the provisions of the Act, the University reserves the right to give direction, including the establishment of such policies and procedures as may be considered necessary for workplace health and safety. It is agreed that before any changes are made to these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.
  - c) The University shall provide Members with access to information relevant to their workplace health and safety, through the Environmental Health & Safety website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, and links to applicable Federal, Provincial, and Municipal legislation.
  - d) The University recognizes and acknowledges the right of Members to be informed about hazards in the workplace and to be provided with appropriate training, and the right of Members to refuse unsafe work, consistent with the Act.
  - e) The University will take those measures that it deems to be reasonable to maintain the security of the buildings and grounds, while, at the same time, maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.
  - f) The University shall extend the same standards and measures regarding health and safety at the Guelph campus to any outside workplace that is managed by the University. These include but are not limited to ensuring the establishment and currency of an Asbestos Inventory and the establishment and currency of a Chemical Inventory System.
  - g) The University shall establish and maintain Emergency Response Protocols. The University shall provide, to Campus Community Police, an up-to-date contact list of all Members and their workplaces. This list will be updated on a semesterly basis, or as needed.
  - h) In keeping with the provisions of the Act, when circumstances require appointing a Member as a supervisor, the University shall appoint a competent Member, as defined in the Act.
- 41.3 The University agrees to pay the cost of Level 1 and Level 2 certification for Members on the Central Joint Health and Safety Committee, as provided by Environmental Health and Safety,

The Workers' Health and Safety Centre, or any other such agency, as recommended by the Central Joint Health and Safety Committee.

- 41.4 The University agrees to pay the cost of Level 1 certification for Members on local Joint Health and Safety Committees. The University will provide paid time off for Members.
- 41.5 The University will respond in writing, within fifteen (15) days, to all recommendations from the Central Joint Health and Safety Committee (and all applicable local Joint Health and Safety Committees). This response will include the action to be taken and the time line for its implementation, or reasons for not acting on the recommendations.

### **Responsibilities of Members**

- 41.6 Members shall work in compliance with the provisions of the Act and in compliance with the regulations, policies, programs, and procedures specified by the University (see 41.2 (b)). Supervisors shall complete and remain current with Competent Supervisor and Due Diligence training as established and made available by Environmental Health and Safety. In addition, Members shall insist that all persons under their supervision in the workplace shall follow the applicable University Health and Safety regulations, policies, programs, and procedures and shall notify the University of any non-compliance.
- 41.7 Members shall follow safe working practices in carrying out their responsibilities and shall follow standards, rules, regulations, policies, programs and procedures regarding the use of personal protective equipment in the workplace. The Parties agree that the University shall provide, and the Members shall make use of, protective equipment, whenever such equipment is required by the legislation, or the regulations pertaining to the legislation, for the safe performance of the Member's assigned responsibilities of employment.
- 41.8 Members shall advise the appropriate Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, of any circumstance that comes to their attention that may place the health and safety of Members and/or other persons at risk in the workplace.

### **Central Joint Health and Safety Committee**

- 41.9 The University and the Association agree to participate in the Central Joint Health and Safety Committee in accordance with the Committee's terms of reference.
- 41.10 The Association shall have the right to appoint one representative to the Central Joint Health and Safety Committee.
- 41.11 The Central Joint Health and Safety Committee shall support the health and safety measures of Environmental Health and Safety and shall draw to the attention of the University any egregious or repeated violation of compliance orders. The University will respond to these orders in a timely manner.

## Article 42 - No Discrimination and No Harassment

- 42.1 The University is committed to fostering a working and learning environment that allows for full and free participation of all members of the University community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermines these objectives and violates the fundamental rights, personal dignity, and integrity of individuals or groups of individuals.
- 42.2 The Parties agree to abide by the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19 (for the purposes of this Article “the Code”) and the University’s *Human Rights Policy and Procedures*.
- 42.3 Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the Code and/or the University’s *Human Rights Policy and Procedures*. The Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”
- 42.4 Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article or the Code, when it creates an intimidating, demeaning, or hostile working environment. Harassment is defined as noted in Article 42.3.
- 42.4.1 The exercise of administrative authority does not, in and of itself, constitute harassment. Communication of negative assessments arising from the exercise of academic or professional judgment does not, in and of itself, constitute harassment.
- 42.5 There shall be no discrimination, interference, restriction, or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Continuing Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Study/Research Leave, or other Leaves or Benefits, by reasons of the grounds listed below, nor shall any discrimination be exercised against or by Members in the course of carrying out their Responsibilities, by reason of:
- a) race, colour, ancestry, place of origin, ethnic origin, citizenship (except for new Appointments as provided by law); or
  - b) creed, or political affiliation or belief or practice; or
  - c) sex, sexual orientation, gender, physical attributes, marital status, or family status; or
  - d) age; or
  - e) physical or mental health disability (provided that such condition does not interfere with the ability to carry out the Member’s Responsibilities; but this exception shall not relieve the University from its duty to accommodate in accordance with the Code, or other applicable legislation); or
  - f) place of residence (see 42.7); or
  - g) membership or participation in the Association.
- 42.6 Article 42.5 does not apply to any action or decision based on a bona fide occupational requirement or qualification.
- 42.7 Place of residence shall not be considered a reason or factor unless the place of residence interferes with a Member carrying out any of his/her responsibilities.

- 42.8 The University shall ensure, in accordance with the Code, that there shall be no systemic discrimination against Members through policies, procedures, or practices that may lead to adverse job-related consequences.
- 42.9 This Article shall not infringe upon the implementation of special measures designed to assist disadvantaged persons or groups to achieve equality, including any action that has as its objective the increased representation of the four designated groups identified by the Federal Contractors Program for employment equity, namely, aboriginal people, visible minorities, persons with disabilities, and women.
- 42.10 The University, the Association, and all members of the University community share responsibility for ensuring that the work and learning environment is free from discrimination and harassment. The University bears the responsibility for offering appropriate training in the recognition of behaviours and institutional cultures that may constitute discrimination and/or harassment, and for creating suitable procedures to remove such behaviors and institutional cultures from the University's working and learning environment.
- 42.11 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for:
- a) pursuing rights under this Article; or
  - b) participation in proceedings or for assisting a person in pursuit of their rights, under this Article, or the *Human Rights Policy and Procedures* of the University, or pursuant to legislation protecting against harassment or discrimination, except as provided for in 42.10.
- 42.12 It is an offence for any person, in bad faith, to make an allegation of discrimination or harassment, or to initiate a procedure under the University's *Human Rights Policy and Procedures* or this Agreement, or to influence an ongoing procedure under this Article. If substantiated, this could be subject to discipline.
- 42.13 The Human Rights Advisory Group, which advises the Assistant Vice-President (Diversity and Human Rights) on matters pertaining to the University's *Human Rights Policy and Procedures*, as amended from time to time, shall include two (2) representatives appointed by the Association.
- 42.14 The minutes/notes of the Human Rights Advisory Group shall be forwarded simultaneously to the representatives and to the Association.
- 42.15 The Association shall be notified of all hate activities and crimes at the University, as identified by the Office of Diversity and Human Rights, and the nature of such acts.
- 42.16 Copies of all Formal Complaints made to the Office of Diversity and Human Rights involving a Member shall be sent to the Member and to the Association upon receipt. If appropriate, the complaint may be redacted by the Office of Diversity and Human Rights to retain confidentiality.

## **Article 43 – Accommodation of Members with Disabilities**

- 43.1 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage, as articulated in the Accommodation Partnership Agreement jointly agreed upon by the parties, all Members with disabilities to avail



themselves of the services at the University that may facilitate their contributions to teaching, research, scholarship, and professional practice and service.

- 43.2 The Parties agree to act in accordance with applicable legislation.
- 43.3 No Member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for him/herself or any other person, including acting as an advocate or a witness in any proceeding resulting from an Accommodation request or complaint.

## Article 44 - Maternity and Parental Leave

### Eligibility and Application

- 44.1 The provisions of this Article shall apply equally to all Members except those holding Contractually Limited Appointments. For Members holding Contractually Limited Appointments, all provisions of this Article shall apply, except for Article 44.8 to Article 44.12 (Supplemental Income Benefit).
- 44.2 A Member shall give written notice to his/her Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, of his/her intention to take Maternity and/or Parental Leave normally three (3) months prior to the commencement of the Leave.
- 44.3 Where both parents are Members and are qualified to take Leave under the provisions of this Article, the Leave may be shared. In this case, both Members shall provide notification to their respective Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, three (3) months prior to the commencement of the Leave. The combined Leave provision provided to both Members shall not exceed fifty-two (52) weeks of Maternity/Parental Leave. Additional Unpaid Parental Leave may be requested as per 44.14.
- 44.4 The notice periods above may be waived if the Member stops working as a result of complications with the pregnancy or because the child comes into the care or custody of the parent sooner than expected.

### Leave Provisions

#### *Maternity Leave*

- 44.5 Upon the birth of a child, a Member shall be entitled to up to seventeen (17) weeks of Maternity Leave as per the Employment Standards Act.

#### *Parental Leave*

- 44.6 For a Member who has taken Maternity Leave as provided for under Article 44.5, the Member shall also be entitled to up to an additional thirty-five (35) weeks of Leave as per the *Employment Standards Act*.
- 44.7 For a Member who is not eligible to take Maternity Leave under Article 44.5 (e.g., father, same-sex partner, or adoptive parent), the Member shall be entitled to up to thirty-seven (37) weeks of Parental Leave as per the *Employment Standards Act*.

### Supplemental Income Benefit

- 44.8 Members must apply for, and qualify for, and receive, Employment Insurance (EI) benefits to receive Supplemental Income Benefits from the University.
- 44.9 To be eligible to receive a Supplemental Income Benefit, a Member shall provide appropriate documentation of the birth or adoption of a child and the receipt of EI benefits to Human Resources.
- 44.10 A Member disentitled or disqualified from receiving EI benefits is not eligible to receive Supplemental Income Benefits from the University.

- 44.10.1 Exceptions to this will be considered on a case-by-case basis for those Members who do not qualify for EI benefits, based on the criteria expected for EI eligibility.
- 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 weekly EI earnings but no more than 100% of his/her normal salary, less any applicable EI weekly earnings.
- 44.12 The thirty-five (35) weeks of Supplemental Income Benefit provided for Maternity and/or Parental Leave under b) and c) above may be shared between eligible Members (i.e., one parent may take 20 weeks, and the other may take 15 weeks, or any combination thereof).

### **Additional Unpaid Parental Leave**

- 44.13 All Members are eligible to apply for and be considered for Unpaid Parental Leave.
- 44.14 Unpaid Parental Leave is intended to accommodate Members who are not eligible for the Leave provisions provided under 44.5 and/or 44.6 - 44.7 or for those Members who require additional time to care for newborn or newly adopted child(ren) than provided for under the Employment Standards Act.
- 44.15 On receipt of appropriate documentation or confirmation of the birth or adoption of a child, the University will grant thirty-seven (37) weeks of Unpaid Parental Leave to Members upon notification to the Member's Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, normally three (3) months prior to the commencement of the Leave. For those Members eligible for and who have taken Parental Leave, any Unpaid Parental Leave will commence immediately following the Parental Leave.
- 44.16 Unpaid Parental Leave is available to be shared between both parents.
- 44.17 Unpaid Parental Leave is not available when a Member establishes a spousal relationship with an individual who already has a child(ren) and the Member subsequently adopts the child(ren).
- 44.18 Participation in the University Group Insurance Benefits may be continued while a Member is on Unpaid Parental Leave on a normal cost-sharing arrangement.
- 44.19 Additional Unpaid Leave may be requested by a Member under the provisions of Article 45: Leaves of Absence. Such request is made to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate.

### **General Provisions**

- 44.20 A Member who has taken Maternity and/or Parental Leave and/or Unpaid Parental Leave will have academic decisions related to Tenure/Continuing Appointment and Promotion to Associate

Professor deferred by one year for each such Leave. Such a deferral shall be granted automatically, unless a Member requests to have the deferral waived.

- 44.21 A Member on Maternity and/or Parental Leave will continue to receive University benefits while on Leave on a normal cost-sharing basis. Participation in the Pension Plan is optional for the Member.
- 44.22 Should a pregnancy result in medical complications before or after the Maternity leave, the provisions of Article 47: Sick Leave shall apply.
- 44.23 It is expected that a Member will return to employment at the University following a Maternity and/or Parental Leave.
- 44.24 Upon return to work, a Member who has taken Leave(s) under this Article shall resume his/her position at the same rank and his/her normal salary and benefits, including any intervening salary and benefits adjustments provided for under this Agreement.

## Article 45 - Leaves of Absence

- 45.1 Members may apply for a Leave of Absence without pay. An application for such a Leave will be given due consideration and may be granted where the University determines that the Leave will not interfere with operational requirements.
- 45.2 A Leave of Absence without pay shall not normally exceed one year. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, University Librarian, or in the case of Veterinarians, Directors.
- 45.3 In all cases of Contractually Limited Members, a Leave will not extend the duration of the term of appointment and will not exceed the end date of the term of appointment.
- 45.4 While a Member is on a Leave of Absence without pay, the University will not contribute towards the costs of benefits. The Member may elect to pay both the University and Member costs of benefits during the period of Leave.
- 45.5 Any application for a Leave of Absence shall be made by the Member to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate. The application shall describe the purpose and duration of the Leave. A Member will apply in writing at least six (6) months before the proposed leave is to take effect. In the case of unforeseen events/circumstances, a Member shall be permitted to apply for a Leave of Absence less than six (6) months before it would begin and this application will be given due consideration.
- 45.6 The Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall consult with the person to whom the Member reports. The Dean, University Librarian or, in the case of Veterinarians, Director, or designate, shall then approve or deny the application. Any decision not to approve an application shall be accompanied by written reasons.
- 45.7 While on a Leave of Absence, Members are not eligible for consideration for Promotion and/or Tenure/Continuing Appointment. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, at the request of the Member. In the case of a Member on a Tenure-track/Continuing Appointment-track Appointment, a Leave of Absence beyond six (6) months will extend the Tenure-track/Continuing Appointment-track Appointment by a period of one year.
- 45.8 Study/Research Leave credit shall not be earned during a Leave of Absence without pay.
- 45.9 A Member, upon returning from a Leave of Absence, shall be placed, at a minimum, at the same rank and appointment type as held at the commencement of the Leave.
- 45.10 Upon returning from a Leave, a Member will receive salary of not less than that received immediately prior to the period of the Leave, adjusted by any base salary adjustments that may have taken place in the interval.

## Article 46 - Vacation and Holidays

### Vacation

- 46.1 A Member's vacation entitlement shall be based on service during each Academic Year.
- 46.2 Vacation leave for Members other than those covered in 46.6 shall be:
- a) from the first year up to and including the eighth (8) year of service, vacation entitlement will be twenty-two (22) days;
  - b) from the beginning of the ninth (9) year up to and including the twentieth (20) year of service, twenty-five (25) days;
  - c) from the beginning of the twenty-first (21) year and for all subsequent years, thirty (30) days.
- 46.3 Accrual of service commences on the first day of employment. Members may utilize vacation credits, with approval, in advance of earning them with the understanding that upon termination of employment the value of any unearned vacation credits taken will be reimbursed to the University.
- 46.4 A Member shall take vacation at a time or times agreeable to the person to whom he/she reports.
- 46.5 There shall be no remuneration in excess of the annual salary in the event that a Member chooses to work through all or part of his/her scheduled vacation period.
- 46.6 A Member appointed on a contract for less than twelve (12) months shall be paid a vacation payment in lieu of a paid vacation in the amount of 8% of salary earned.
- 46.7 It is expected that a Member will take his/her vacation in the year in which it is earned. A Member may, however, carry over unused vacation days, excepting the ten (10) days required by law, into the next Academic Year, but the total vacation days carried over shall not exceed thirty (30) days.
- 46.8 Salary shall not be paid in lieu of unused vacation time.

### Holidays

- 46.9 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University:
- a) any day declared as a holiday by the President; or
  - b) a statutory holiday as declared by federal or provincial authorities;
  - c) the Civic Holiday; and
  - d) any other day on which the University premises are declared closed by the President.
- 46.10 If a Veterinarian Member is required to work on a holiday as defined by Article 46.9 above, he/she may take one and one-half (1.5) days of additional paid leave at a time agreed upon by the Member and the University.

**Religious Accommodation**

46.11 A Members is entitled, upon giving due notice to the person to whom he/she reports, to rearrange his/her duties so he/she can observe the religious obligations and practices of his/her faith. For recurring religious obligations and practices, a single notice shall suffice.

## Article 47 - Sick Leave

- 47.1 A Member who is absent and therefore unable to fulfill his/her responsibilities because of illness or injury shall advise the person to whom he/she reports as soon as reasonably possible of his/her absence and the expected date of return to work. The Member will provide notification as soon as reasonably possible of any change to the expected date of return to work. The University reserves the right to require medical documentation of illness or injury whenever the University reasonably considers such documentation necessary.
- 47.2 A Contractually Limited Member who is absent from work as a result of illness or injury shall receive his/her actual salary up to a maximum of fifteen (15) days in any twelve (12) month period.
- 47.3 If a Contractually Limited Member's absence due to illness or injury continues beyond fifteen (15) days, the Member will remain on Sick Leave, but without salary. Following an absence of greater than ninety (90) consecutive Calendar days, the Member may qualify for Long Term Disability as outlined in this Article. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.4 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury up to a maximum of ninety (90) consecutive Calendar days shall receive his/her actual salary and benefits except in the following circumstances:
- a) if there is a recurrence of the same or related illness or injury within thirty (30) calendar days following a Member's return to work on a full-time basis from Sick Leave, the Member is entitled to the unused portion of the original ninety (90) consecutive Calendar day period of Sick Leave;
  - b) if a Member is able to return to work on a part-time basis within the ninety (90) consecutive calendar day period, the ninety (90) consecutive calendar days will be extended by the amount of the time actually worked by the Member during this ninety (90) consecutive Calendar day period; or
  - c) if a Faculty Member or Librarian becomes ill or injured while on Study/Research Leave such that the Study/Research Leave cannot be completed, the Member shall go on Sick Leave and the provisions of Article 22: Study/Research Leave for Faculty and Article 29: Study/Research Leave and Development Leave for Librarians shall cease to apply. If 50% or more of the Study/Research Leave is unable to be completed, the Faculty Member or Librarian may apply to the Dean or University Librarian for deferral of the Leave;
  - d) for Veterinarian Members who become ill or injured while on Consultative Leave, part c) above shall apply mutatis mutandis.
- 47.5 To ensure a timely application and consideration for Long Term Disability benefits, the person to whom the Member reports will inform Human Resources (Occupational Health and Wellness) as soon as possible of the absence due to illness or injury.

## Workplace Safety and Insurance Board (WSIB) Benefits

- 47.6 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury arising out of and in the



course of employment shall be paid his/her actual salary by the University for up to the first ninety (90) consecutive calendar days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after ninety (90) days, the Member shall receive benefits directly from the WSIB.

- 47.7 A Contractually Limited Member who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first fifteen (15) days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after fifteen (15) days, he/she shall receive benefits directly from the WSIB.

### **Long Term Disability (LTD)**

- 47.8 If a Member's absence due to illness or injury continues beyond the ninety (90) consecutive Calendar days of Sick Leave, the Member may qualify for LTD only in accordance with and to the extent of the terms of the legislation and/or LTD benefits policy in effect.
- 47.9 When a Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment and is absent due to illness or injury beyond ninety (90) consecutive calendar days of Sick Leave but does not qualify for LTD, the Member will remain on Sick Leave following the ninety (90) consecutive calendar days, but without salary. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.10 For Contractually Limited Members, if eligible, LTD benefits will cease at five (5) years. If the end of the contract has been exceeded at the time LTD benefits cease, the Member will be deemed terminated.
- 47.11 During the period of LTD, the University shall pay the employer and employee contributions for all benefits except optional benefits. Pension contributions and basic life insurance premium contributions are based on the Member's pre-disability salary.
- 47.12 During periods of LTD, there will be no service accrual toward eligibility for Study/Research Leave, Consultative Leave or Transition Leave.

### **Return to Work**

- 47.13 In all cases, the return-to-work program shall be consistent with the Parties' duty to accommodate in accordance with the *Ontario Human Rights Code*.
- 47.14 Before a return to work following an absence of more than fourteen (14) calendar days due to illness or injury, or where the University has reason to believe that the Member may require accommodation, the University may require documentation stating that the Member is able to return to work without restrictions or that he/she is able to return to work, with the nature and duration of any work restrictions described.
- 47.15 If a Member is to return to work with restrictions, the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall contact Occupational Health and Wellness before the Member's return to work to meet and discuss any accommodations required for his/her return to work.

## **Article 48 – Family Medical Leave and Personal Emergency Leave**

### **Family Medical Leave**

#### *Purpose*

- 48.1 Family Medical Leave may be taken to provide care or support to family members to whom a qualified health practitioner has issued a certificate indicating that he/she has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

#### *Process for Approval*

- 48.2 Members requiring Family Medical Leave shall notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible, providing the certificate (per Article 48.1) issued by a qualified health practitioner.
- 48.3 A family medical leave may last up to eight (8) weeks within a specified twenty-six (26) week period and does not have to be taken consecutively. Such Leave will be with pay.

### **Personal Emergency Leave**

#### *Process for Approval*

- 48.4 The Dean, University Librarian, or in the case of Veterinarians, Director shall determine the appropriate duration of the Leave, to a maximum of ten (10) days, after consultation with the Member. Such Leave will be with pay.
- 48.5 A Member is entitled to a maximum of ten (10) days of Personal Emergency Leave. Personal Emergency Leave may be taken for such grounds as injury, medical emergency, death, illness, or other urgent matters relating to family members (per Article 48.4). The Member shall inform the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible of the need to take such leave. A Member may, subject to written approval by the Dean, University Librarian, or in the case of Veterinarians, Director, receive pay during such leave under the terms of this Article.

## **Article 49 - Court Leave**

- 49.1 Members who are called for jury duty, or issued a summons by a court or any body in Canada with powers of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible after its receipt, and shall supply the Dean, University Librarian, or in the case of Veterinarians, Director, or designate, with a copy of the summons.
- 49.2 Leave shall be considered leave with pay provided that the Member is not currently on a Leave of Absence without salary and that upon return he/she provides the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, verification from the court or other body stating the period of jury duty or subpoenaed service.
- 49.3 This Article does not apply to Members summoned to any Arbitration proceeding between the University and the Association.

## Article 50 - Political Leave

- 50.1 A Member who becomes a candidate for full-time public office shall be granted, upon request, a paid temporary Political Leave for the period from the issuance of the election writ to the day following the election. The Member shall, in consultation with the person to whom he/she reports, make efforts to ensure that, during the period of the Leave, the effects of his/her absence upon responsibilities and assigned duties may be minimized.
- 50.2 A Member campaigning for election to public office shall speak and write as a private citizen and not as a representative of the University.
- 50.3 A Member applying for leave under this Article shall give reasonable notice of his/her intention to stand for public office to the Dean, University Librarian or, in the case of Veterinarians, Director.
- 50.4 A Tenured or Continuing Appointment Member who is elected to full-time public office shall be granted leave without salary and benefits for the duration of the term of public office. While the Member is on Leave without pay, the University will not contribute towards the costs of benefits, including pension. The Member may elect to pay the cost of benefits and/or pension contributions during the period of the Leave.
- 50.5 The leave under Article 50.4 shall end when the Member's first public office term expires or if the Member successfully seeks subsequent terms of office. Any extension of leave beyond five (5) full years will be at the discretion of the Provost.
- 50.6 The Member upon making a request to the Dean, or University Librarian or in the case of Veterinarians, Director, returning to the workplace no later than two (2) weeks following the expiry of the Leave, shall be reinstated to his/her previous Appointment.

## Article 51 - Research Policies

### *Human Subjects*

- 51.1 The Parties agree that *Tri-Council Policy Statements (TCPS)* and other legislated requirements shall be the sole basis for any new or revised policy, procedure, or regulation for research involving human subjects.
- 51.2 Following a decision of the Research Ethics Board Appeal Committee, a Member has the right to grieve. The Grievance will only be heard if it is based on a complaint of procedural defect or irregularity in the process that led to the decision.

### *Animal Care Policy*

- 51.3 The Parties agree that the appropriate care of, and respect for, the animals involved in research, teaching, and extension activities is central to the *University Animal Care Policy and Procedures*, as may be revised from time to time.
- 51.4 The Parties agree that the *University Animal Care Policy and Procedures*, 2006, as amended from time to time, is intended for application within the context of academic freedom.
- 51.5 Decisions of Animal Care Committees may be appealed through Article 40: Grievance and Arbitration. The Grievance will only be heard if it is based on a complaint of procedural defect or irregularity in the process which led to the decision.
- 51.6 It is agreed that before any changes are made to the *University Animal Care Policy and Procedures*, the Association will be notified and meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

## Article 52 - Intellectual Property

### *Preamble*

- 52.1 The Association and the University recognize that the common good of society is served by the unfettered search for knowledge in all fields of study, and by its public exposition.
- 52.2 The University and the Association are committed to preserving the principles of academic and intellectual freedom and ensuring that all Creators of Intellectual Property have their rights protected.
- 52.3 The fundamental principle of the University's policy with respect to ownership is that Intellectual Property is owned by the Faculty Members, Librarians, Veterinarians, staff and student Creator(s) who create it, subject only to the specific exceptions set out in this Article (i.e., 52.9.3 and 52.10.2).
- 52.4 The development of Intellectual Property rights is not a basic purpose of University Activities, including research, nor is it a condition for support of such activities. The University agrees that UGFA Members will have no obligation to seek Intellectual Property rights for the results of University Activities, or to modify research to enhance such rights. No Member will be obliged to engage in the commercial exploitation of his or her scholarly work or to provide commercial justification for it, except as agreed to by the Member in any grant application, award, or Contract.
- 52.5 Issues relating to disputed ownership of Intellectual Property, the transfer of rights relating to Intellectual Property (including licensing), and the allocation of any revenue from Intellectual Property, will be decided in a fair and equitable manner.
- 52.6 Definitions
- 52.6.1 "Creator" means the person or persons who creates, conceives, designs, discovers, develops, or authors Intellectual Property.
- 52.6.2 "Extraordinary Support" means University funds, personnel, facilities, equipment, and other resources that are provided to a Member to a degree that is significantly in excess of that available to all Members. Extraordinary Support does not include University support in the form of the Member's regular salary, stipends, allowances, benefits, paid or unpaid leaves or reassigned time, personnel, facilities, equipment, and other resources regularly funded by the activities of the Member's department, the normal use of University's library and computer facilities, and the University support accessible in connection with normal duties or academic instructional programs involving the Member. Such "Extraordinary Support" will be recognized by all parties through the signing of a Contract before such support is provided.
- 52.6.3 "Intellectual Property" means any result of intellectual or artistic activity including:
- 52.6.3.1 inventions, arts, processes, machines, manufacturers, compositions of matter and improvements;
- 52.6.3.2 original literary, dramatic, artistic, and musical works as well as sound recordings, performer's performances and communication signals and works

including but not limited to: publications, notes, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence, course packages, interactive textbooks, websites, course work delivered on the Internet, including distance education, multimedia instructional packages, syllabi, tests and work papers, lectures, choreographic works, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer software, computer programs and code of all types, layouts, interfaces, applications and tools, all databases and database layouts (but not data in databases unless the individual elements can be or are protected) live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, works of visual art and music (including any software which expresses the said notes, manuals, artifacts or works), and productions (including sound, video, film, hypertext multimedia);

52.6.3.3 proprietary information, trade secrets, and know-how;

52.6.3.4 industrial designs, artistic designs;

52.6.3.5 tangible research property including integrated circuit topography, biotechnology and genetic engineering products (including plant cultivars and germ plasm), engineering drawings, engineering prototypes and other property that can be physically distributed whether or not any such property is registrable or registered, or the subject of applications for registration, and all other products of research or discovery that are protected by law, including by a statutory regime, or which may be licensable.

52.6.4 “Moral Rights” means the Canadian statutory rights of an author of a work in which copyright subsists to be associated with the work and to prevent the distortion, mutilation, or modification of the work to the prejudice of the honour and reputation of the author.

52.6.5 “University Activities” means activities that are carried out by Members, staff, and students in the course of their employment or association with the University, or using University funds, facilities, equipment, or other resources.

52.6.6 “Contract” means a written agreement between a Member and the University or the Member and any Person or the University and any party, including the OMAFRA Agreement.

52.6.7 “Person” means any individual, firm, corporation, or other legal entity not a party to this Agreement.

52.6.8 No Member shall be obliged to engage in the commercial exploitation of his or her scholarly work or to provide commercial justification for it, except as by the Member, in any grant application, award, or Contract administered by the University.

#### *Right to Publish*

52.7.1 The University is an open environment for the pursuit of scholarly work. Academic freedom and critical inquiry implies the communication of the findings and results of

intellectual investigation. The University shall not interfere with a Member's freedom to publish the results of scholarly inquiry and research, except for limitations imposed by duly constituted university research ethics boards, or in accordance with the terms of an agreement of confidentiality, Contract, or conditions under which a grant is accepted by a Member.

52.7.2 The Parties agree that where an external sponsor wishes to delay publication of work received under a Contract with the sponsor, in no case shall publication be delayed longer than twelve (12) months from the date of submission of the final work to the sponsor. In exceptional cases, and with the agreement of the Member and the Vice-President (Research), this may be extended for a further twelve (12) months, to a total of twenty-four (24) months.

52.7.3 Members have the right to accept grants and Contracts that do not necessarily result in publication.

### *Right to Disclose Risks*

52.8 Members have the absolute right to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research. Members shall disclose this information to the University and any pertinent regulator prior to, or simultaneously with, the public disclosure. It is expected that a Member will not sign a confidentiality agreement contrary to this Right.

### *Copyright*

52.9.1 Copyright applies to all original literary, dramatic, artistic, and musical works as well as sound recordings, performer's performances, and communication signals.

52.9.2 Works include but are not limited to: websites, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence, course packages, interactive textbooks, course work delivered on the Internet, including distance education, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.

52.9.3 All copyright belongs to the Member or Members who create the work even if it is produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:

- a) there is a written Contract to the contrary, between the Member(s) and the University, or between the Member(s) and the University and a third party that assigns the ownership rights of the copyright material to the University or the third party;
- b) the University provides "Extraordinary Support". In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenues deriving



from the copyright material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year. All agreements between a Member or Members and the University pursuant to this paragraph shall be in writing and shall be copied to the Association.

- 52.9.4 No Contract or written agreement between the University and a Member shall contain a clause waiving moral rights.
- 52.9.5 In the event that an original work is the creation of more than one Member, the provisions of this article shall apply on a pro rata basis to all the creators of the work, unless a written agreement among the Members or Contract states otherwise.
- 52.9.6 In the event that the University or assignee relinquishes its rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 52.9.7 The University agrees that all rights in the copyright to lectures and other works (per 52.9.2) prepared by and/or delivered by a Member in association with his/her teaching assignments(s) shall vest in the Member.
- 52.9.8 No Member shall claim any copyright in any assessment, grading, report, or correspondence produced pursuant to her/his normal administrative duties within the University. Moreover, no Member shall claim copyright in any work provided to the Member to assist him/her in carrying out his/her duties and modified by the Member, such as a laboratory manual, or claim copyright in any work produced and designed to assist in the day-to-day administration, operation, and/or management of the University's affairs.
- 52.9.9 Where copyright has been assigned to the University by a Member(s), the University shall inform the Association and the creators, in writing, of any agreements the University enters into purporting to assign copyright materials to any Party except that Member(s).
- 52.9.10 A Member who creates a copyrighted work in the course of his/her normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable license to use such works in other, non-commercial teaching and/or scholarly, research or creative activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication. This license shall not apply to a Member's personal documents, including unpublished lecture notes, course notes, lab notes or any work in progress. The Member may withdraw the right to use such work because of dating or other bona fide scholarly reasons provided that the Member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

#### *Patents and Trademarks*

- 52.10.1 The discovery of patentable inventions and the creation of associated or individual trademarks is not a basic purpose of university research, nor is it a condition for

support of such research. The University agrees that the Member shall have no obligation to seek patent or trademark protection for the results of scientific work or to modify research to enhance patentability. When a Member has an invention, process, or product which he/she believes has a reasonable prospect of being protected and intends to take steps to do so, he/she is obliged to disclose this, in writing, to the University. The University further agrees that the Member has the unqualified right to publish his or her inventions, processes, or products. This article applies to any result of intellectual or artistic activity created by a Member or Members that can be owned by a person, excluding know-how, data, and works to which copyright alone attaches.

- 52.10.2 All inventions, processes and products belong to the Member or Members who create them even if they are produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:
- a) there is a written Contract to the contrary between the Member(s) and the University with respect to the OMAFRA Agreement, which assigns the ownership rights of the patentable or trademarked material to the University or another party;
  - b) the University provides "Extraordinary Support". In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenue deriving from the patentable or trademarked material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year.
- 52.10.3 A Member shall give notice to the University in writing of any patent or trademark application made by him/her within three (3) months of the date of such application and shall assert at that time whether it refers to an invention, process, improvement, design, or development made with the Ordinary or made with the Extraordinary Support of the University. If the University fails to challenge in writing the assertion of the Member within three (3) months of the receipt of notification of the application, the University shall be deemed to have accepted as accurate the assertions set out in the Member's notice. Failure by the Member to give notice of a patent or trademark application within the prescribed three-month time period shall maintain the University's rights until such notification. The burden of establishing the amount of extraordinary expenses incurred by the University shall lie with the University.
- 52.10.4 A Member may, at his/her sole discretion, make his/her own arrangements for an application for patent or trademark and for the commercial exploitation of any invention, improvement, design or development so patented or trademarked, at his/her sole expense.
- 52.10.5 A Member may, at his/her sole discretion, enter into a written agreement with the University to use the services of the Business Development Office. The University and Member will come to an agreement on the cost-sharing plan for patent or trademark and potential commercial exploitation.

52.10.5.1 Members have the right to invoke the Dispute Resolution Process where the Member believes that the University has failed to bring appropriate skill and effort to bear on the exploitation over a period of time.

52.10.6 All proceeds resulting from patents / trademarks associated with inventions, processes, improvements, designs, or developments that have been funded by an external organization shall be divided between the Member and the external funding agency according to written agreement between the Member and the external funding agency. University recovery of overhead costs from the external funding agency shall be separate from, and shall not include, any such division of proceeds.

52.10.7 The Member shall grant to the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use solely for the University's internal use any patented / trademarked invention, process, improvement, design, or development when such was made, discovered, or developed using University facilities, support personnel, support services, equipment or materials. Such right shall not include the right to exploit commercially any such invention, process, improvement, design or development, or to licence anyone to do so, except as allowed in this Article.

52.10.8 Any revenue that the University may receive under the terms of this Article shall be dedicated to research and other forms of scholarly activity, and the Association shall receive notice of same.

52.10.8.1 In the event that an invention, process, improvement, design, or development is the creation of more than one Member, the provisions of this article apply on a pro rata basis to all the creators of the work unless a written agreement or Contract states otherwise.

52.10.9 In the event that the University or assignee relinquishes his or her rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

#### *Written Agreements or Contracts*

52.11 On or before March 31 of each year of this Collective Agreement, the University will provide to the Association a list of every Contract including those covered by the OMAFRA University of Guelph Agreement (Schedule N), and for each agreement the names of Members and any third-parties, and the share of cost and proceeds.

52.12 When the University and a Member(s) seek to enter into an agreement or Contract, the agreement or Contract must contain explicit information and undertakings with respect to the following:

- a) the identities of those entering into the agreement;
- b) any support and/or resources that are being provided, beyond those normally available to Member(s);
- c) the deadlines agreed to by the Parties;
- d) the Member(s) responsible for the creation of the work shall retain the exclusive right to rework, revise, or amend any work, and to be fairly compensated;

- e) provision with respect to the right of others at the University to make reproductions of the work to use in teaching, scholarship, and research;
- f) the duration of the agreement and the process for its revision;
- g) provision for the disposition of materials produced under the agreement if the agreement is not renewed.

- 52.13 Subject to 52.10.2, the University shall not enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member, unless the Member agrees in writing.
- 52.14 Any Member entering into a collaboration with another Member together with other, non-Member employees of the University, or with a person or persons external to the University, will, prior to the commencement of the collaboration, inform all collaborators that, where there is no written agreement to the contrary, the provisions of this Article will apply.
- 52.15 The name "University of Guelph" and abbreviations thereof, and the logos of the University of Guelph and their component parts, are trademarks and service marks of the University and are owned by the University. Members will take all reasonable and practicable steps to ensure that the name of the University and such other trade-marks and service marks are not used in connection with Intellectual Property without the prior written agreement of the University. No statement made by a Member with respect to Intellectual Property may, in any way, imply approval, promotion, or use of such Intellectual Property by the University without the prior written agreement of the University. Notwithstanding the foregoing, nothing shall prevent a Member from stating his/her employment, rank and title in connection with Intellectual Property.
- 52.16 This Article does not affect the ownership, revenue or other rights and obligations of the University, the Association, and Members with respect to Intellectual Property that is the subject of any Contract dated, or any disclosure to the University made, prior to March 31, 2009.

#### *Dispute Resolution*

- 52.16.1 Every effort shall be made by all parties acting in good faith to resolve disputes at the lowest level possible. If the dispute is resolved through such means, the settlement shall be reduced to writing and a copy provided to the Faculty Association.
- 52.16.2 If Agreement cannot be reached, the Member may bring the matter before the Association to consider the filing of a grievance as per Article 40: Grievance and Arbitration.
- 52.16.3 In the event that the Canadian Copyright Act or Patent Act or other similar intellectual property legislation is amended to the extent that this Article requires revision, the parties shall re-open the negotiation of this Article.

## Article 53 - Compensation

53.1 Compensation rates for Study/Research Leave for Faculty, Study/Research Leave and Development Leaves for Librarians, and Consultative Leave for Veterinarians shall be at 100% salary.

### Salary General

53.2 The University shall not offer and a Member shall not receive any compensation except as provided for in this Agreement. No Member's salary shall be reduced as a result of the application of this Agreement.

53.3 Salaries shall be adjusted as specified in this Article, and the adjusted salaries shall take effect as of July 1, unless otherwise specified in this Article. Salary adjustments for individual Members shall include one or more of the following components applied in the following order:

- a) Cost of Living Increase;
- b) Promotion Increase, if any, applied to base salary;
- c) Annual Career Increment;
- d) Performance Increase, if any, applied to salary.

53.4 A Member's starting salary shall be established on an individual basis through negotiation between the University and the Candidate. All offers shall be sent to Candidates in a standard Appointment letter as per Article 19: Faculty Appointments, Article 26: Librarian Appointments, Article 32: Appointments for Veterinarians. Candidates will be provided the contact information for the Association prior to signing of an agreement. With the exception of Article 53.4.1 (below), no Member shall be paid a salary below the floor for his/her rank.

53.4.1 The parties recognize that the appropriate prorating of a salary in accordance with an approved reduction in workload may result in a salary below the floors set out in Articles 53.5 and 53.6.

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

<b>Rank</b>	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
Professor or Veterinarian	99,918	101,417	102,939	104,484
Associate Professor or Associate Veterinarian	91,768	93,145	94,543	95,962
Assistant Professor or Assistant Veterinarian	86,789	88,091	89,413	90,755

53.6 The Salary Floor for Librarian Members shall be:

<b>Rank</b>	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>
Librarian	84,221	85,485	86,768	88,070
Associate Librarian	75,249	76,378	77,524	78,687
Assistant Librarian	69,768	70,815	71,878	72,957

### **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%

53.8 Faculty, Librarian, and Veterinarian Members' base salaries as at June 30, 2017 shall be used as the starting point for the application of the salary increases set out above.

### **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

53.10 Where a Member has been given a performance rating of "Unsatisfactory", the Provost may, after having given due consideration to mitigating circumstances, and following any appeal provided for under Articles 21, 28, or 34, withhold, in whole or in part, the Annual Career Increment provided for in Article 53.9. The decision of the Provost is subject to the Grievance procedure.

53.10.1 If in the off-year assessment by the Tenure and Promotion Committees, the recommendation arising is that the Member has made satisfactory progress regarding the areas of concern identified by the College Committee in the biennial performance assessment, and the Provost accepts the recommendation, the Member shall receive his/her ACI for that year. Should the Provost not accept the recommendation, written reasons shall be provided.

### **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 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, 2017, July 1, 2018, 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

- 53.12 The performance fund pool shall be divided among Faculty, Librarian, and Veterinarian Members whose performance rating is “Very Good” or “Outstanding” as follows:
- a) Members whose performance rating is “Very Good” shall be assigned a score of “1.0 point”;
  - b) Members whose performance rating is “Outstanding” shall be assigned a score of “2.0 point”;
  - c) the scores of all Members shall be added to determine the total of performance rating points;
  - e) each Member whose performance has been rated as “Very Good” shall receive a salary adjustment in the form of an increment equal to the value of one performance rating point in each year;
  - f) each Member whose performance has been rated as “Outstanding” shall receive a salary adjustment in the form of an increment equal to the value of two performance rating points.
- 53.13 All Members shall receive written reasons that set out the basis upon which their performance has been judged in accordance with Article 21: Tenure, Promotion, and Review for Faculty Members, or Article 28: Continuing Appointment, Promotion and Review for Librarians, or Article 34: Continuing Appointment, Promotion and Review for Veterinarian Members.
- 53.14 For the purpose of awarding performance increments, Faculty, Librarians, and Veterinarian Members will be provided a rating of either “Unsatisfactory,” “Improvement Required/Developmental,” “Good,” “Very Good,” or “Outstanding,” and shall not be ranked within these performance categories.
- 53.15 Performance increments shall be awarded by the Dean, University Librarian, or, in the case of Veterinarians, Director, consistent with the procedures for Performance Review of Members in Article 21: Tenure, Promotion, and Review for Faculty Members, or Article 28: Continuing Appointment, Promotion and Review for Librarians, or Article 34: Continuing Appointment, Promotion and Review for Veterinarian Members.

## Promotion

- 53.16 Faculty, Librarian, and Veterinarian Members promoted to the rank of Associate Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$2,400 and the difference between the Member’s current salary and the new salary floor for the rank into which he/she is being promoted. Faculty, Librarian, and Veterinarian Members promoted to the rank of Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$4,000 and the difference between the Member’s current salary and the new salary floor for the rank into which he/she is being promoted.

Promotion increases shall be awarded in addition to the Member's normal ACI and Performance Increment.

### **Provost Recruitment and Retention**

- 53.17 a) Where a Faculty Member provides the University with a written offer of employment from another educational institution that provides for a salary in excess of his or her current salary, the Provost has the discretion to match the salary being offered to the Faculty Member.
- b) The Association will be informed of the University's decision.

### **Research Chairs**

- 53.18 A Research Chair is an academic Appointment that is funded from internally or externally designated funds. Funds designated and restricted for this purpose could include those from government, public, private, or endowed funds. Research Chairs include, but are not limited to, Canada Research Chairs, and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).
- 53.19 Any process to award an internally funded Research Chair shall be fair and transparent.
- 53.20 Chairholders shall normally be appointed at salaries comparable to those of other faculty with similar qualifications and experience. Research Chair appointment letters shall be copied to the Association.
- 53.21 To be competitive in recruiting and retaining top scholars, and to recognize the distinction of holding a chair, Chairholders may be eligible for a Research Chair Supplement for as long as they hold the Chair. The value of the annual Supplement shall be established at the time of appointment.
- 53.22 This Supplement shall not form part of the base salary, meaning that when the Member ceases to be a Chairholder the Member will no longer be eligible to receive the Supplement.

### **Overload Stipend**

- 53.23 Faculty Members teaching overload courses shall receive a stipend of \$8,000 for each course taught that is considered a full course weighting in the Academic Unit in which the teaching is assigned. Overload courses are those that are assigned above the Teaching DOE in place for the Faculty Member. No overload courses will be assigned without approval of the Dean, and a Member may teach a maximum of one Overload course per academic year.

### **Remuneration of Chairs/Directors and Librarian Administrative Appointments**

- 53.24 A Faculty Member who is a Department Chair or Director of a School shall receive an annual stipend. The amount of the Stipend shall be a minimum of \$12,000 for his/her first term as Chair, and a minimum of \$14,000 for his/her second term as Chair. The actual stipend amount shall be determined by negotiation between the Faculty Member and the Dean at the time of appointment to the position of Chair.
- 53.25 A Librarian holding an Administrative Appointment shall receive an annual stipend. For all Librarians who hold an Administrative Appointment, or subsequently assume an Administrative Appointment during the term of this Agreement, the amount of the stipend shall be a minimum of:



Level I: \$5,500 with a minimum of \$7,500 for his/her second term  
 Level II: \$7,500 with a minimum of \$9,500 for his/her second term  
 Level III: \$10,500 with a minimum of \$12,500 for his/her second term

The actual stipend amount shall be determined by negotiation between the Librarian and the University Librarian at the time of appointment to the administrative position.

### **On-Call and Emergency**

- 53.26 A Veterinarian or Faculty Member who is required by the University to be on call for the provision of emergency services in the OVC-HSC or AHL shall be remunerated at the rate of \$50 per day.
- 53.27 Veterinarian Members in the OVC-HSC and Faculty Members who are required by the University to provide emergency services outside of their regular hours shall be remunerated at a rate per hour for providing service as follows:
- a) In-house services (Large Animal Clinic): \$250/hour
  - b) In-house services (Large Animal Clinic, production animals): \$150/hour
  - c) In-house services (Small Animal Clinic): \$300/hour
  - d) Field Service: \$150/hour.
- 53.28 Veterinarian Members in the AHL who are required by the University to provide emergency services outside of their regular hours shall be remunerated at \$150/hour spent directly involved in providing the service.

### **Benefits**

- 53.29 All existing benefit plans available to eligible Members as at June 30, 2017 shall continue unchanged, except as modified by this Agreement.
- 53.30 Other plans or programs, such as, but not limited to, Employee Assistance Program, Athletic Fee Subsidy, etc. shall continue unchanged, except as modified by this Agreement.
- 53.31 For purposes of the Extended Health and Dental benefits, "spouse" means the Member's spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with, and has been living with, the Member in a conjugal relationship.
- 53.32 Members who continue to hold Tenure-track/Continuing Appointment-track or Tenured/Continuing or Contractually Limited Appointments beyond their normal retirement date are entitled to receive the same benefits coverage as they held at their normal retirement date.
- 53.33 Notwithstanding the provisions of 53.29 of this Article, Long Term Disability benefits and Life Insurance end at a Member's normal retirement date.

### **Post-Retirement Benefits**

- 53.34 Members who are employed on or after July 1, 2008 are eligible for post-retirement benefits if they have at least ten (10) years of pensionable service with the University.

## Tuition Waiver

53.35 Tuition assistance will be available to all full- and part-time tenured/continuing appointment and tenure-track/continuing appointment-track Members. A maximum of two course credits offered by the University of Guelph will be eligible per semester, with a maximum of 4.0 courses per calendar year. In addition, currently employed Members will be eligible for tuition rebates of 90% of the tuition fees for off campus courses up to a maximum of \$1,200 per year.

53.35.1 Under this plan, the taking of credit or non-credit courses at the University or the taking of off campus courses, must complement Member's present or possible future responsibilities to the University or career path. The tuition waiver assistance will require approval of the Dean (for Faculty Members and Veterinarians in the OVC-HSC and OAC), the University Librarian (for Librarians), and the AVPR (for Veterinarians in the AHL).

## 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

53.37 The pool of monies for allocation for PDR for a particular year (May 1<sup>st</sup> to April 30<sup>th</sup>), will be taken as of September 15<sup>th</sup>. To be eligible for PDR, a Member must hold a:

- a) Tenure-track/continuing appointment-track or tenured/continuing appointment position;  
or
- b) Contractually limited appointment of one year or more.

53.38 For Contractually Limited Members and all other Members who are on an approved reduced workload NOT related to medical or human rights reasons, PDR shall be pro-rated in accordance with the Member's percentage workload.

53.39 For newly appointed Members hired after September 15<sup>th</sup>, a pro-rated amount calculated as: (Months remaining to April 30<sup>th</sup> from Date of Hire/12) x (Annual PDR Allocation) shall be made for the initial PDR fund allotted.

53.40 Members who are retiring or resigning shall receive in their year of retirement a pro-rated amount calculated as: (Number of months worked in final PDR year/12 x Annual PDR Allocation).

### *General Terms and Procedures:*

53.41 PDR funds will be distributed to Members as per the terms of this Article.

53.42 Each eligible Member is allotted the sum (effective May 1 of each year for the duration of the Agreement) for Professional Development Reimbursement per fiscal year (May 1 to April 30). Reimbursement charged to this allotment must be for actual expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures.

The use of these funds must relate directly to the Member's teaching, scholarship, service, or professional practice activities under his/her general University responsibilities.

- 53.43 The exception to this is that one annual transfer to trust/research accounts will be permitted; however, the transfer must be for allowable expenses according to the current policy and a transfer must specify the items for which the funds have been expended.
- 53.44 Items purchased with these funds that have a continuing value remain the property of the University.
- 53.45 Items for which reimbursement may be claimed are restricted to the following:
- a) Books, Journal subscriptions;
  - b) Research equipment and instruments (including computer software or maintenance, personal computers and ancillary equipment, and typewriter or computer repairs and maintenance.);
  - c) Tuition/training fees which are related to the professional discipline of the Member;
  - d) Memberships in professional associations or learned societies;
  - e) Conference registration fees and travel;
  - f) The premium cost of property insurance (such as that offered by CAUT) to protect professional material and equipment.;
  - g) The purchase cost of personal computers and ancillary equipment needed in the pursuit of University related professional activities;
  - h) Up to \$100 may be used as a flexible allowance for out-of-pocket expenses associated with University recreational facilities. (If used, this reimbursement is considered a taxable benefit by Canada Revenue Agency.)
  - i) the cost of home internet provider services as an eligible expense subject to Canada Revenue Agency (CRA) regulations.

*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 2 claims per fiscal year. Other variations regarding timing and payment of PDR include the following:
- a) Unused PDR up to a maximum of two year's full PDR may be carried forward to the next year so that a maximum of three year's PDR be available at any one time. At the start of any fiscal year (May 1), any unused PDR exceeding the two-year maximum will be allocated to the Library's acquisition budget.
  - b) Each eligible Member may submit up to two claims for reimbursement within a fiscal year (May 1 to April 30) up to the maximum PDR, subject to the maximum carry-over provision. Such claims must be for actual University-related business expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. Where eligible actual expenses exceed the PDR allocation in any fiscal year, individual Members may submit the residual expense amount consistent with established University reimbursement procedures in only the following fiscal year.

- c) Single purchase expenses (i.e., one time out-of-pocket equipment or similar large expenses that exceed the annual PDR) may be carried forward for a maximum of three years for reimbursement. (Departments will maintain appropriate carry-forward records/receipts.)
- d) Two or more Members may submit a combined application for reimbursement, provided the specific uses of the funds are covered by this policy. Such a submission may be up to a maximum of N x \$PDR (N = the number of submitters)
- e) Subject to the approval of the appropriate Department Chair, Supervisor, or Director, Members may transfer to a colleague his/her entitlement for a particular year. Such a transfer must be based on the agreement that it will be reversed within a three-year period.

**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:

Date	Below YMPE	Above YMPE
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		

53.48.1 The rates listed above are established as maximum Member contribution rates under this Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the Member rates. Precise determination of any adjustments to Member contribution rates will be made on the advice of the Plan Actuary with due consideration being given to the importance of recognizing earnings below and above the YMPE and any applicable legislative requirements. Member Rates will be approved by the Board of Governors Pension Committee through normal processes to change the Professional Plan’s text necessary to reflect the new Member Rates.

53.48.2 Subject to the terms of the Letter of Understanding 10 (Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members), the Parties agree in principle to pursue a negotiated framework for the sharing of Normal Actuarial Cost of Professional Pension Plan through collective bargaining. Under this framework, should the most current valuation report filed on prior to July 1 of each year show an increase

in the University's Normal Actuarial Cost to a level above 100% of the Member contribution rates specified above, the University will meet with the Joint Working Committee on Pensions (constituted under LOU 10) to review the applicable valuation results, including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the Plan's actuary who certifies the new Normal Actuarial Cost requirements in respect of the UGFA Members, including a summary of the underlying UGFA membership data used to prepare the valuation results and all other relevant data reasonably required to make such determination.

- 53.48.3 Pending such certification of results by the Actuary, and the approval by the Board Pension Committee as described under 53.46.1, Member contribution rates will increase sufficient to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of member contributions at the time of the valuation. Under this calculation, Member contributions will be subject to a maximum increase of up to 0.4%, to be implemented effective July 1, 2018 and July 1, 2019, and a maximum increase of up to 0.41% to be implemented effective July 1, 2020.

## **Early Retirement Provisions**

### *Phased Retirement for Tenured or Continuing Appointment Members*

- 53.49 With the elimination of mandatory retirement and the desire to provide for position planning, the University has options that will create the opportunity to determine dates for voluntary retirements or resignations. This applies to Tenured Faculty, Librarians and Veterinarians with a Continuing Appointment.

### 53.50 Definitions:

- a) Normal Retirement: Under University pension plans, the normal retirement date is age 65 (eligible for unreduced pension). An individual Member may choose to retire on either the first of the month following the month in which the individual turns 65 or the end of the semester in which the Member turns 65;
- b) Early Retirement: Members may be able to prior to the Normal Retirement age subject to the provisions of the University's pension plans.
- c) Postponed Retirement: is a retirement date effective after a Member's normal retirement date. Members postponing retirement will be expected to carry out the normal range of duties and responsibilities until they retire;
- d) Phased Retirement: Members may be able to commit to a period of Reduced Workload in accordance with Article 54: Reduced Workload, after which period of time they would retire or resign.

### *Phased Retirement Option*

- 53.51 This is available to Members who hold full-time Tenured or Continuing Appointments (regardless of funding) who are between the ages of 55 and 67 (at the beginning of the period of Reduced Workload) and have completed ten (10) years or more of pensionable service at the University as at the date of application.
- 53.52 Under this option, a lump-sum payment is available equal to 75% of the nominal final salary at retirement plus a "phase-out" period (toward retirement) over a maximum of two (2) years. The retiring allowance would be payable at the end of the phase-in period.

- 53.53 During the phase-out period, the maximum workload in any year is 50% of a full-time appointment and the total workload over a two (2) year period may not exceed 75% of a full-time appointment in total (minimum workload in any one year is 25% of a normal full-time appointment). The actual salary during the phase-in period will be pro-rated on the basis of the percentage workload appointment in each year.
- 53.54 During the phase-out period it is expected that the Member would perform a range of duties as outlined in his/her DOE, agreed to prior to the approval of a phased retirement, with the department Chair and Dean or University Librarian.
- 53.55 There are no special provisions in the pension plans associated with this option and pension or termination benefits (from the pension plans) will be determined in accordance with the current plan provisions. The commitment to retire at the end of the phase-out period is irrevocable.
- 53.56 Benefits, normally available, for the phase-out period will be provided based on the nominal (100% workload) salary, except for Long Term Disability. Member's cost sharing contributions, where applicable, will be based on the Member's actual salary using normal cost-sharing rates. The University will fund the difference in contributions.
- 53.57 Long Term Disability and Life Insurance are not applicable after the Normal Retirement Date (age 65).

#### *Approvals*

- 53.58 Acceptance for the voluntary resignation/early retirement or phased retirement requests under the options outlined above is conditional upon ensuring operational and academic priorities can be achieved.
- The application by the Member requires signed support from the Department Chair as applicable, and signature approval by the Dean or University Librarian, with final approval by the Provost.
- 53.59 A decision to approve or not to approve will not be subject to Grievance. Reasons for the denial will be provided to the Member in writing.

#### **Plan Representation**

- 53.60 The Employer agrees that one of the two Professional Pension Plan members of the Board of Governors Pensions Committee shall be nominated by the Association for appointment by the Board. Such UGFA Member must be a member of the Professional Pension plan. The other Professional Plan member representative shall be a non-UGFA Member.
- 53.61 The Employer agrees to provide to the UGFA all financial documents and filings (including full and preliminary valuations of the plan) related to the Professional Plan in a timely fashion.

## Article 54 - Reduced Workload

### *Reduced Workload*

- 54.1 This Article applies to Full-Time Members with the exception of those holding Contractually Limited Appointments.
- 54.2 A Reduced Workload Appointment is one in which the appointment of a Full-Time Member is reduced from the Member's normal workload to less than full-time, on a regular basis.
- 54.2.1 Normally, Members will be expected to retain their agreed-upon DOE. The criteria for Promotion and Tenure or Continuing Appointment shall be the same as for Members not on Reduced Workload Appointments.
- 54.3 A Member seeking a Reduced Workload Appointment shall apply to the Dean, University Librarian, or, in the case of Veterinarians, Director, for Reduced Workload. The Dean, University Librarian, or, in the case of Veterinarians, Director shall consider the application, taking into account the circumstances of the applicant, the academic and service responsibilities, and, if applicable, any other factors relevant to the application.
- 54.4 Reduced Workload appointments require agreement of the Member and the University. The University shall not unreasonably deny a request for a Reduced Workload Appointment.
- 54.5 Members will apply in writing, normally at least six (6) months before any Reduced Workload Appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances/events.
- 54.6 The letter of application for a Reduced Workload Appointment shall include:
- a) the proposed date of commencement and the proposed term for the requested period of Reduced Workload;
  - b) the percentage of the Member's normal workload that the Member is requesting to carry during the period;
  - c) terms or conditions that the Member wishes to have associated with the Reduced Workload, including terms or conditions respecting activities that would be reduced more than others, or respecting the distribution of workload obligations within the period of Reduced Workload; and
  - d) any other documentation the Member deems relevant to the application, including any supporting statements from the Member.
- 54.7 If the Member and the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, agree on the provisions of the proposed Reduced Workload Appointment, those provisions shall be confirmed in writing and signed by the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, and the Member. These provisions will include the period of Reduced Workload, the proportion of Reduced Workload to full-time responsibilities/duties during the period of Reduced Workload, extensions to probationary period, provisions for performance evaluation during and after the period of Reduced Workload, rate of accrual for Study/Research Leave, or Consultative Leave for Veterinarians, and benefits coverage.

- 54.8 An initial period of Reduced Workload shall run for part of, or all of, an academic year or for consecutive academic years up to three (3) years. An initial period may be followed by additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in writing at least six (6) months in advance and shall be subject to the same review process followed in the initial application.
- 54.9 This proposed Reduced Workload Appointment shall be forwarded to the Provost for final review and approval on behalf of the University. Within twenty (20) days of receipt of the proposal for a Reduced/Workload Appointment, a decision will be made. Any decision by the Provost not to approve the proposal shall be accompanied by written reasons.
- 54.10 In the case of Tenure-track/Continuing Appointment-track Members, if a 50% reduction has occurred for two (2) years or longer, the maximum length of the probationary period for Tenure shall be extended by one year (from six (6) to seven (7) years).
- 54.11 The level of salary shall be pro-rated to reflect the proportion of the Reduced Workload to full-time responsibility.
- 54.12 Vacation and Sick leave entitlements shall be as per Articles 46 and 47, except that the level of salary shall be pro-rated as per 54.11.
- 54.13 The amounts of any salary increase shall occur on a pro rata basis as in Article 54.11. Any percentage increases in salary shall be applied to the Member's pro-rated salary.
- 54.14 Eligibility for, and participation in, all group insurance plans, legislated plans and pension plans shall continue as is, or as amended from time to time, but coverage shall be on a pro rata basis, where appropriate, as in 54.11, except as specified in 54.15.

*Pension and Benefits*

- 54.15 Subject to Canada Revenue Agency, for those Members who are age 55 and over, and with ten (10) or more years of full-time service when beginning a period of Reduced Workload of not less than 50%, contributions by the University and Member to group insurance plans and pension and benefits received as a result shall be on the basis of the deemed continuance of the full-time salary, except in the cases of short and long-term disability.
- 54.16 If a Member reaches age 55 during the period of Reduced Workload, benefits shall continue on a pro rata basis as in 54.14 for the balance of the Reduced Workload.

*Miscellaneous*

- 54.17 A Member with a Reduced Workload Appointment may request that he/she resume a normal workload prior to the end of the agreed Reduced Workload Appointment. Such requests shall be made in writing to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, normally at least six (6) months prior to the date on which the resumption is intended to be effective. If approved, any such resumption of normal workload shall normally be effective on July 1 or January 1.
- 54.18 Members who are on a Reduced Workload Appointment will be considered eligible to apply for Study/Research Leave or Consultative Leave for Veterinarians after six (6) years of service. Salary paid while on leave will be on a pro rata basis as per 54.11.



54.19 Members on Reduced Workload shall be eligible for consideration for reappointment, promotion and, where applicable, Tenure or Continuing Appointment.

## Article 55 - Financial Exigency

55.1 The University and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount. No Member shall be terminated or otherwise penalized with respect to terms and conditions of employment or rights and privileges relating to employment for reasons of Financial Exigency except in accordance with this Article.

### *Definition*

55.2 A state of Financial Exigency is an extraordinary situation occurring when substantial and recurring financial deficits threaten the survival of the University as a whole, or substantial financial losses have been projected by generally accepted accounting principles to persist for more than two (2) years and threaten the continued functioning of the University.

55.3 This Article is invoked only in the event of a declaration of Financial Exigency in which the layoff of Members is proposed as part of the resolution to the situation.

55.4 The closure, cessation, merger, or elimination, in full or in part, of an academic program, based on academic reasons, is not Financial Exigency.

### *Declaring a Financial Exigency*

55.5 When the financial situation of the University is severe enough that a bona fide state of Financial Exigency requiring layoffs exists, the President shall give written notice to the Board of Governors and the Association. As of the date of such notice, no new Members or Academic Administrators may be appointed.

55.6 Within ten (10) days of the notice specified in 55.5, the Parties will establish a Financial Commission described in 55.7 below.

### *Financial Commission*

55.7 The Financial Commission shall be comprised of five (5) members, two (2) chosen by the University, two (2) chosen by the Association and a Chair chosen by both the University and the Association. If the Parties cannot agree on the Chair, the Chief Justice of Ontario shall be asked to select the Chair.

55.8 The Financial Commission shall meet to consider the Financial Exigency as specified in the President's formal notice and to determine whether a Financial Exigency exists.

55.9 The onus of proof shall be on the University to establish to the satisfaction of the Financial Commission that a state of Financial Exigency exists within the meaning of this Article.

55.10 The Financial Commission shall establish their own procedures and shall inquire into and answer each of the following questions:

- a) whether the University's financial position constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) years and to constitute a problem sufficiently grave that the University's continuing functioning is endangered;

- b) whether, in view of the primacy of academic goals at the University, the reduction of Members and/or the reduction in salaries and benefits of Members is a reasonable type of cost-saving and whether all means of achieving cost-saving in all other areas of the University's expenditures have been explored and utilized;
- c) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
- d) whether every effort has been made to secure further assistance from the Provincial Government;
- e) whether enrolment projections are consistent with the proposed academic staff complement;
- f) whether all reasonable means have been taken to reduce costs, such as Members' voluntary early retirement, voluntary resignation, or voluntary Reduced Workload;
- g) any other matters that it considers relevant to the proposed Financial Exigency.

- 55.11 The Financial Commission shall have access to any University documents, data, and records it considers relevant to its inquiries. The University shall cooperate with the Financial Commission in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Financial Commission whether a state of Financial Exigency exists within the meaning of this Article. The University shall provide a copy of such documentation to the Association at the same time it is provided to the Commission.
- 55.12 The Financial Commission shall conduct its inquiries, answering each of (a) to (f), as well as any other specific questions that arise under (g) above. Both the Association and the University shall make submissions to the Commission within (60) sixty days of the appointment of the Commission and the Commission shall report to the Parties within thirty (30) days after that. Such report shall be by receipted hand delivery.
- 55.13 If the Financial Commission finds that a state of Financial Exigency exists, its report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members.
- 55.14 The Board of Governors, through the President, has the responsibility for implementing actions arising out of the report of the Financial Commission.
- 55.15 It shall be open to both Parties, notwithstanding any provisions to the contrary in this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits or to reach other mutually acceptable emergency methods of reducing expenditures that could avert layoffs or decrease the number of layoffs.
- 55.16 When Financial Exigency has been confirmed, and no satisfactory provision can be made by the University for the continued employment of all Members, the President shall prepare a report that shall identify those Departments/Schools in which there are to be lay-offs. The plan shall be structured so that the University may continue to operate as far as possible in accordance with its mission and may propose across-the-board cuts, vertical cuts (involving Department/School closures), or some combination of across-the-board and vertical cuts.
- 55.17 The President shall present the report to the University Senate with a copy to the Association. Senate shall discuss the report, using its own procedures, and return it to the President within thirty (30) days, with comments and recommendations for revision. The President shall consider

Senate's comments and recommendations as well as the comments and recommendations received, within the same thirty (30) day time frame, from the Association.

- 55.18 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the following lay-off order shall apply:
- a) all contractually-limited appointments;
  - b) Members holding tenure-track/continuing appointment-track appointments;
  - c) all other Members, in accordance with 55.19.a) below.
- 55.19 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the selection of persons to be laid off shall be on the basis of:
- a) quality of performance as determined in accordance with Article 21: Tenure, Promotion, and Review of Faculty; Article 28: Continuing Appointment, Promotion, and Review of Librarian Members; and Article 34: Performance Review for Veterinarian Members.
  - b) where two persons are considered substantially equal in the application of the factors listed in a), then the decision shall be made on the basis of length of full-time employment as a Member.
- 55.20 The following will apply to Members who are selected for lay-off:
- a) the University shall either provide to the Member at least twelve (12) months working notice, in writing, or the Member's regular salary and benefits in lieu thereof, and
  - b) the University shall pay the Member severance pay at the rate of one (1) month's Regular Salary for each Academic Year of service, subject to a maximum of twenty-four (24) months and a minimum of six (6) months.
- 55.21 Any layoffs under this Article shall occur only to the extent necessary to alleviate the Financial Exigency.

## Article 56 - No Strike or Lockout

### *No Strike or Lockout*

- 56.1 There shall be no Strikes or Lockouts during the term of this Agreement. Strike and Lockout bear the meanings used in the *Ontario Labour Relations Act, 1995 S.O. 1995, c.1, Sched.A.*

### *Essential Services*

- 56.2 The Parties agree that proper care of animals will be maintained by Members of the Association in the event of a legal Strike or Lockout. For purposes of this Article, animals include animals in research, teaching, testing, wildlife, and client-owned animals.
- 56.3 Within thirty (30) days of the signing of this Agreement, the University will identify a number of positions which it deems sufficient to provide for continuous proper care of animals and the maintenance of diagnostic services in the event of a legal Strike or Lockout. The Joint Committee will meet to finalize the list through the execution of a Memorandum of Agreement, and such Agreement shall be effective until such time as a new Collective Agreement is signed.
- 56.4 All persons so designated will be paid as per the Collective Agreement in effect immediately prior to the Strike or Lockout.
- 56.5 Only essential care duties will be assigned to designated Members.

### *Member Status*

- 56.7 No Member shall be subject to disciplinary action solely for refusing to carry out the duties of an employee of the University who is on legal Strike, or of one who is prevented from performing duties by a Lockout.
- 56.8 The University shall not refuse to re-employ a Member solely as a consequence of exercising his/her right to strike as a result of a legal Strike declared by the Association, or as a consequence of a Lockout imposed by the University. There is no obligation on the University to extend a contract or re-employ if the term of a contract ended during a period of Strike or Lockout.

## Article 57 – Research Ethics Appeal Board (REAB)

### *Mandate of the REAB*

57.1 Advisory to the Provost, the REAB hears appeals of decisions of the Research Ethics Board and only when, in the opinion of the appellant, all other avenues of resolve have already been exhausted. The REAB has no jurisdiction to make a decision regarding the ethical acceptability of the research. The appointment process and composition of the REAB membership provides the opportunity to accommodate and fully recognize unique areas of research and emerging issues.

### *Structure of the REAB*

57.2 The Research Ethics Appeals Board (REAB) shall consist of five (5) members, four (4) of whom must be Members and one (1) of whom may be external to the University. The five members will be appointed as follows, with the Vice-President (Research), or designate, responsible for overseeing the nomination and appointment process. The Provost will be responsible for arranging orientation with respect to operating procedures and rules of order for the REAB, on an annual basis.

57.2.1 Members shall be appointed for a two (2) year term such that one-half (1/2) of the membership shall change each year. Members cannot congruently be members of the Research Ethics Board.

57.2.2 Membership of the REAB (voting members) shall be as follows:

- a) One (1) member nominated by the Vice-President (Research) plus one alternate member nominated by the Vice-President (Research);
- b) Two (2) members nominated by the Provost plus one (1) alternate member nominated by the Provost;
- c) One (1) member nominated by the Faculty Association plus one (1) alternate member nominated by the Faculty Association;
- d) the Chair of the REAB who shall also be appointed by the Provost.

57.2.3 In nominating members to the REAB, the following considerations will be made:

- a) knowledge of and demonstrated experience with research on human subjects;
- b) expertise in the philosophy of ethics relevant to human subjects;
- c) expertise in research methods relevant to human subjects;
- d) previous experience as a member of the REB and familiarity with the tri-council document and requirements.

57.3 Concerns related to the composition of the committee can be brought to the attention of the Provost at the time the membership is established and prior to the initiation of committee work. The Provost shall determine whether there are any changes required and will be responsible for making such changes. The Parties must agree on the membership of the committee.

*Operating Procedures*

- 57.4 The Chair of the REAB shall convene the board within ten (10) days of receiving an appeal. This date may be extended if a significant amount of material must be sent to members for reading prior to considering the appeal. Full membership of the Committee is required to reach quorum.
- 57.5 Members of the REAB must first acknowledge any conflicts of interest and recuse themselves accordingly.
- 57.6 The board shall review and discuss the original ethics application, the REB's comments and decision, and the researcher's appeal documentation. In the event of a study that was suspended or terminated, all the documentation about the reasons for suspending or terminating the project will be reviewed and discussed.
- 57.7 The REAB is advisory to the Provost and shall reach recommendation by way of majority vote. The recommendation of the board may consist of:
- a) Denying the appeal (upholding the decision of the REB);
  - b) Approval of the appeal without conditions;
  - c) Approval of the appeal with specific conditions attached to the approval or to the continuation of the study;
  - d) Suggested revisions (to the original ethics approval application) and resubmission to the REB.
- 57.8 The Chair of the REAB shall inform the Provost, in writing, of their recommendation with reasons, within two (2) days of reaching a recommendation.
- 57.9 Within five (5) days of receipt of the recommendation from the REAB, the Provost shall make a decision and write a formal letter to the Faculty Member outlining the decision and the reasons. This letter is to be copied to the Vice- President Research, the Faculty Member's Dean, the current Chair of the REB, and each member of the REAB.

## Letters of Understanding

### Letter of Understanding 1 – CUPE Local 3913 Unit 2

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

The Parties recognize that, as per the provisions of the Collective Agreement with CUPE Local 3913 (Unit #2), CUPE 3913 is the bargaining agent for all persons employed under contract as "Sessional Lecturers" to teach in University degree credit courses.

Notwithstanding the previous recognition, the University affirms that it will not create new academic appointments at the rank of "Lecturer".

On behalf of the  
University of Guelph

Jonathan Newman  
Tracey Jandrisits  
Benjamin Bradshaw  
Andrew Bailey  
Sherri Cox  
Daniel Draper  
Barbara MacDonald

On behalf of the University of Guelph  
Faculty Association

Ed Carter  
Susan Hubers  
Mary De Coste  
Ibrahim Deiab  
Jonathan Ferris  
Herb Kunze  
Denise Sanderson



## Letter of Understanding 2 – Course/Teaching Evaluation

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

Each Member has the option of choosing to be evaluated, during the student evaluation process, by use of either an electronic or paper (in class) evaluation instrument. Where more than one Member is associated with a particular course, there will be agreement amongst the Members as to whether the evaluation 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 evaluations are conducted.

The results of teaching evaluations, 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 paper or electronically 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 evaluations.

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.

On behalf of the  
University of Guelph

Jonathan Newman  
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Barbara MacDonald

On behalf of the University of Guelph  
Faculty Association

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Jonathan Ferris  
Herb Kunze

Sanderson

Denise

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

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, 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.

On behalf of the  
University of Guelph

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### **Letter of Understanding 4 – Teaching – Professional and Managerial Staff**

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

1. The Parties acknowledge that, in each Academic Year, and on a limited basis, some Professional/Managerial Staff Members have teaching as part of their responsibilities.
2. The University affirms that it will not substantially increase the number of Professional/Managerial Staff Members who are teaching degree credit courses.

Annually, on or about November 1, the University will provide to the Association a list of Professional/Managerial Staff Members who are assigned teaching, including the courses and sections, broken down by semester.

On behalf of the  
University of Guelph

Jonathan Newman  
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On behalf of the University of Guelph  
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## **Letter of Understanding 5 – Human Rights and Health & Safety**

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

Where the Association alleges that either of these policies, as they may be changed from time to time, conflicts with, is inconsistent with, or interferes with the Collective Agreement, the Association may file a Policy Grievance.

It is further agreed and understood that before any changes are made to either of these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

Any consultation process which may have taken place prior to the ratification of this Collective Agreement does not constitute or substitute for these discussions.

The Parties agree that if a Member is a named respondent to a Workplace Harassment complaint made pursuant to the 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.

On behalf of the  
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**Letter of Understanding 6 – Performance Review of Veterinarian Members by Director Outside of the Process indicated in Article 34**

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 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 Member, in writing, within fifteen (15) days of the meeting with the Member, an activity update report. The Member 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 Member shall be placed into the Member's Official File (NOT the Member's Assessment File).

On behalf of the  
University of Guelph

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Barbara MacDonald

On behalf of the University of Guelph  
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## 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, the following amendments shall be made to the Extended Health Care plan:

- a) Increase the annual dollar allocation for psychological services from \$300 per calendar year to \$1,200 per calendar year. Coverage includes counselling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, or clinical counselors registered by the Provincial governing body in the Canadian province in which the services are provided;
- b) Include coverage for non-oral contraceptives as prescribed by a physician provided that the contraceptive has a drug identification number (DIN); and,
- c) 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.

On behalf of the  
University of Guelph

Jonathan Newman  
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Sherri Cox  
Daniel Draper  
Barbara MacDonald

On behalf of the University of Guelph  
Faculty Association

Ed Carter  
Susan Hubers  
Mary De Coste  
Ibrahim Deiab  
Jonathan Ferris  
Herb Kunze  
Denise Sanderson

## 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 contractual obligations to external clients and will be provided on a continuous basis as required.

### 2) Diagnostic Services provided through the Animal Health Lab

UGFA agrees that full services will be provided by UGFA Members in order to deal with the caseload in process at the designated date of a legal Strike or Lockout. Thereafter, the following designated UGFA Members will provide essential services to respond to emergencies.

Guelph: Two (2) mammalian pathologists; One (1) avian pathologist; One (1) clinical pathologist; One (1) Bacteriologist; One (1) Virologist

Kemptville: One (1) Pathologist

### 3) Clinical counseling services provided through the Couple and Family Therapy unit in the College of Social and Applied Human Sciences under the Agreement with the Ministry of Community and Social Services. These services are provided to “at risk” individuals, largely women and children.

The University has identified that four clinical Faculty Members are essential to provide for the delivery of these services.

All those designated to provide these essential services will be compensated on the basis of their salary and benefits in effect at the time of the designation.

On behalf of the  
University of Guelph

Jonathan Newman  
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On behalf of the University of Guelph  
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### **Letter of Understanding 9 – Article 18 and Changes to DOE**

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

Management may require a change to a Member's DOE without the Member's consent when all of the following conditions have been met:

- a) the change must be reasonable; and
- b) the newly assigned DOE is an appropriate combination of Teaching, Scholarship, and Service; and
- c) the newly assigned DOE considers the Faculty Member's career development and his/her contributions and performance over time;

AND where one of the following cases further justifies the change in DOE:

1. proven, and repeated, concerns about performance (i.e., documented concerns about performance under Art. 39.15); or
2. redeployment opportunity(ies) arising from the invocation of Article 24.4, in the context of operational requirements and the academic mission of the new unit and available work of the Bargaining Unit; or
3. transition from a Research Chair to a 'regular' faculty appointment where no pre-existing agreement is in place stipulating the change to DOE following the end of the Research Chair appointment.

Unless mutually agreed to continue the newly assigned DOE, an amendment to a Faculty Member's DOE under Case #1 or #2 shall not exceed a period of three years. In such cases, the DOE shall revert back to the Member's prior DOE.

Any change to a DOE under this LOU will be subject to the restriction that the sum of the absolute values of the percentage changes to each of the three areas (Teaching, Scholarship, Service) will not exceed 30%. By way of example, a proposed change from 40/40/20 to 55/35/10 is permissible, since the sum is  $15+5+10=30$ ; a change from 40/40/20 to 60/30/10 is not permissible; since the sum is  $20+10+10=40$ .

It is further agreed that should a grievance about a decision made through this LOU be forwarded to Arbitration, the Parties will agree on a mutually acceptable arbitrator.

On behalf of the  
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### **Letter of Understanding 10 – Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members**

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



The Parties agree to continue to meet as part of a Working Committee on Pensions for the duration of this Collective Agreement or, if earlier, for up until six months following the effective date of the JSPP contemplated herein. The Association shall appoint three (3) persons and the University shall appoint three (3) persons to the Committee. The Joint Working Committee on Pensions will have three primary roles:

1. To receive updates on the Professional Plan and the UPP JSPP; and
2. To take an active local role in the UPP JSPP as outlined in this LOU so that members of the Professional Pension Plan will understand the nature of the JSPP as the communications and consent processes unfold.
3. Endeavour to ensure that the terms, processes, and details of the UPP JSPP (as they become known) and the transition from the Professional Plan to the UPP JSPP are clearly communicated to all members of the Professional Plan as part of any consent process involving the transfer to a JSPP.

The University shall ensure that this Committee is adequately resourced and that all relevant actuarial and financial information required by the Committee to fully execute tasks shall be provided to the Committee by the University in a timely fashion. The Committee will meet at least once per year. For clarity, the University shall provide to the committee at least once per year:

- a) The Professional Plan text and all amendments to the text.
- b) The most recent actuarial valuation report filed with the regulator for the Professional Plan, as well as any updates to the filed valuation, or completed but unfiled valuations.
- c) Any reports prepared internally or by external parties that are relevant to the objectives of the working group.
- d) An annual report of all the expenses associated with the Professional Plan.
- e) All relevant member data for active pension plan participants required for the computation of pension benefits to which the member is entitled, including pensionable salary and earnings history, gender, birth, hire and participation dates, and years of pensionable (credited) service. Any data provided shall be maintained by UGFA to respect the privacy of individuals.

All costs associated with the Joint Working Committee shall be the responsibility of the University. It is understood that there may be additional costs associated with data or studies that are required by one of the Parties that fall outside of the terms of reference of the Joint Working Committee. In such cases, the costs will be the responsibility of the respective Party.

During the term of this Collective Agreement, if and when there is a fully executed Milestones Agreement (or equivalent) to which the Association is a signatory, the Parties will meet and discuss all matters relating to the transition to the JSPP.

On behalf of the  
University of Guelph

Jonathan Newman  
Tracey Jandrisits  
Benjamin Bradshaw

On behalf of the University of Guelph  
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Susan Hubers  
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## **Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee**

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

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

For the OAC: Dean (OAC) who shall chair the committee, Chair, Animal Biosciences; two elected Veterinarian from OAC, and one elected University MCA Veterinarian who shall serve on all MCA Committees.

On behalf of the  
University of Guelph

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On behalf of the University of Guelph  
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## **Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment**

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

Notwithstanding Articles 19.5 and 32.2.1, in the exceptional circumstance in which the University is hiring a CL Faculty or Veterinarian Member to backfill the temporary absence of a Member in Clinical Studies due to an academic administrative appointment:

- a) The Association shall be informed of the intention to backfill an administrative appointment at Joint Committee prior to hire.
- b) The maximum length of the appointment, prior to conversion or termination shall be equal to the length of the administrative appointment plus any approved Transition and/or Study/Research Leave.
- c) Such Appointment shall not exceed one administrative renewal or 12 years, whichever is less.

On behalf of the  
University of Guelph

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**Letter of Understanding 13 – Joint Salary Review**

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

The Parties agree that within six (6) months of ratification they will commence a Joint Salary Review. The purpose of the review will be to examine the issue of salary anomalies, if any, and make recommendation for correction of any identified anomalies. The work of this committee, including recommendations, will be completed no later than December 2018. The timeline may be extended by mutual agreement.

Note: the ongoing equity salary review will continue notwithstanding this Letter.

On behalf of the  
University of Guelph

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Barbara MacDonald

On behalf of the University of Guelph  
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**Letter of Understanding 14 – Workload**

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

A joint committee shall be established within 8 weeks of ratification of the Collective Agreement to review and make recommendations to the Joint Committee relative to the assigned workload of Members.

On behalf of the  
University of Guelph

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## LOU 15: Assessment of Teaching

The Parties agree that this Letter of Understanding attempts to identify effective in-class teaching assessment options on a trial basis. Further they agree that it may be terminated prior to the expiration of the Collective Agreement through the joint agreement of the Parties. If there are any discrepancies between this copy and the signed copy, the signed copy will prevail.

### Assessment File

1. Each Faculty Member's teaching record undergoes peer review by both the Department and College Tenure and Promotion Committees during the review period.
2. Each Faculty Member's Assessment File shall contain
  - a. A Teaching Dossier prepared by the Member; and
  - b. For each year of the review period, the Member's choice of one of
    - i. Results of Student Feedback Questionnaires for all courses taught by the Member during the review period, and/or
    - ii. A completed and formalized In-class Peer Observation Form;and
  - c. Any response or contextualization the Member wishes to provide.
3. The choice made by the Member in 2(b) shall play no role in a negative assessment of teaching.
4. If only e-Learning courses are assigned to the Member during the review period and the Member wishes to exercise option 2(b)(ii), the In-class Peer Observation Form will be used, unless the Association and the University jointly agree to a different Form.

### Anti-bias Training

5. The assessment of teaching necessarily involves the judgment of assessors, and this judgment is potentially biased, regardless of the indicators or instruments that are used.
6. The University shall run anti-bias training sessions for every Department and College Tenure and Promotion Committee, which shall be mandatory for all members of these committees. The Association will be consulted in the development of the anti-bias training sessions for Members. An UGFA representative is welcome to attend any such anti-bias training meetings for Members.

### Teaching Dossier

7. The Teaching Dossier in the eCV need not constitute a separate and formal or unified document.
8. The Teaching Dossier might include

- a. A statement of teaching philosophy
  - b. Course outlines, syllabi, assignments, tests, etc.
  - c. Discussion of assignment and/or test questions
  - d. Discussion of course development and/or lecture maintenance and development the Member deems to be significant
  - e. Discussion of approaches used in teaching, including innovation
  - f. Reflections on courses taught
  - g. Reflections on pedagogy and/or scholarship of teaching
  - h. Student Feedback Questionnaire comments
  - i. Emails, letters, and other communications
  - j. Any other material that the Faculty Member deems appropriate.
9. The list in 8(a)-(j) is not meant to be prescriptive, and therefore the absence in a Teaching Dossier of any particular item on this list shall play no role in a negative assessment of teaching.

## Student Feedback Questionnaires

10. Student Feedback Questionnaire questions shall be jointly approved per the process as agreed upon by the Association and the University.
11. Subject to LOU #2 of the Collective Agreement, Members shall have the right to choose paper in-class Student Feedback Questionnaires or online Student Feedback Questionnaires.
12. The responses to ranked questions on the Student Feedback Questionnaires shall be reported in the form of a frequency table only. That is, for each such question, the table will list the total number of students who selected each choice from the set of potential responses. No averages will appear in the frequency table report.
13. No averages of a Member's or Members' Student Feedback Questionnaire frequency table data shall be generated by members of the Tenure and Promotion Committees.
14. Any result of a Member's Student Feedback Questionnaires shall be assessed in the context of the approved Department Guidelines, without comparison to results of any other Member.
15. Student response rates to Student Feedback Questionnaires shall not play a role in a negative assessment of teaching by the Department and/or College Tenure and Promotion Committees.
16. The results of Student Feedback Questionnaires, including both numerical results and written comments, shall not be released publicly by the University without prior written agreement of the Member.

## In-class Peer Observation

17. For an In-class Peer Observation, the Faculty Member



- a. Submits to the Dean a list of six (6) potential Peer Observers, and
  - b. Chooses the course and lecture that the Peer Observer will visit.
18. Any Faculty Member who was assessed as being “Good” or better in Teaching in the most recent biennial review is an eligible choice as a potential Peer Observer.
19. While a Faculty Member may recommend and/or choose a Peer Observer with discipline-specific expertise, the observation of teaching and teaching practices does not require this. The choice of Peer Observer shall play no role in a negative assessment of teaching.
20. A Faculty Member seeking advice on the names of potential Peer Observers may, of course, consult with their colleagues, including their Chair; their Dean; the Division of Teaching and Learning; and/or the Association.
21. The Dean shall select one of the potential Peer Observers to be the Peer Observer.
22. The In-class Peer Observation process involves
  - a. A pre-observation meeting
  - b. The In-class Peer Observation
  - c. A post-observation meeting
23. The pre-observation meeting between the Faculty Member and the Peer Observer allows for the Member to contextualize the lecture that will be observed. The meeting might include discussion of
  - a. The course outline / syllabus
  - b. The Member’s teaching philosophy and approach to teaching, in general
  - c. The Member’s teaching approach to the lecture that will be observed
  - d. Materials that have been prepared for the lecture, such as lecture notes, slides, handouts or assignments.
  - e. The goals and objectives of the lecture that will be observed
  - f. The material with which the preceding lecture ended
  - g. How the lecture that will be observed fits in the overall course or surrounding lectures
  - h. Any characteristics of the students in the course that influence teaching decisions, such as gaps or weaknesses in their background preparation, major area of study, or the number of students.
  - i. Any relevant details about the room that influences teaching decisions.
  - j. Anything else deemed relevant by the Member or the Peer Observer.
24. During the observed class meeting, the Peer Observer shall fill in an In-class Peer Observation Form.
25. The post-observation meeting between the Faculty Member and the Peer Observer allows for the Member and the Peer Observer to discuss the observed lecture.
26. The pre-observation and post-observation meetings may take place in person or via phone, internet conferencing, or e-mail.

27. The Peer Observer shall provide the Member with the signed, and hence completed, Peer Observation Form no later than the post-observation meeting.
28. Should the Member not want the In-class Peer Observation Form included in their Assessment File, the Peer Observer can be asked by the Member to perform another In-class Peer Observation of a different lecture from the Member.
29. The Peer Observer may be requested by the Faculty Member to perform up to three In-class Peer Observations.
30. Should the Member want the completed In-class Peer Observation Form included in their Assessment File, the Member shall sign the Form themselves to formalize it and then submit the completed and formalized Form to their Dean to be included in their Assessment File.
31. The Peer Observer will retain no copy of a completed In-class Peer Observation Form.
32. With the exception of the completed In-class Peer Observation Form, the Peer Observer shall provide no details of the In-class Peer Observation, without the consent of the Member, to any person other than the Member who was observed.
33. A completed In-class Peer Observation Form shall be confidential and cannot be shared or used for any purpose beyond the Tenure, Promotion, and Review process, and any related process arising therefrom, without the written consent of the Member whose teaching has been observed.
34. The identity of the Peer Observer shall play no role in a negative assessment of teaching.
35. If the Member chooses not to include a completed In-class Peer Observation Form for an In-class Peer Observation that occurred, the information from the completed In-Class Peer Observation Form shall play no role in a negative assessment of teaching.
36. If a formalized In-class Peer Observation Form is not part of a Member's Assessment File two weeks prior to the end of the review period, then Student Feedback Questionnaire results will be assumed to be the choice made by the Member in 2(b).
37. A Member may choose to include more than one formalized In-class Peer Observation Form per year of the review period.
38. Changes to the In-class Peer Observation Form template shall be jointly approved per the process as agreed upon by the Association and the University.
39. A Peer Observer selected by the Dean for a Member in the first year of a biennial review period may also serve as a Peer Observer for that Member in the second year of that biennial review period.
40. Being a Peer Observer is Service to the University.
41. A Peer Observer cannot be compelled to testify at an appeal.



**Letter of Understanding  
between  
The University of Guelph  
and  
The University of Guelph Faculty Association**

**Without Prejudice or Precedent**

Whereas the outbreak of COVID-19 and requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments has necessitated the cancellation of in-person class meetings; and,

Whereas alternative modes of delivery may be used to substitute for in-person class meetings; and,

Whereas the outbreak of COVID-19 has necessitated emergency changes to terms and conditions of work;

The Parties therefore agree to the following:

**1. Emergency Change to Temporary Remote Instruction**

A. The Parties affirm the Academic Freedom of Members under Article 7, including Academic Freedom in teaching.

B. Decisions about:

- i. how best to temporarily adapt course instruction to remote instruction (together referred to as “alternative modes of delivery”), with choices including, but not limited to, assigned reading, whether from reference materials or shared lecture notes; self-directed learning; or various forms of technology-assisted methods; and
- ii. how to assess students, with choices including, but not limited to, submission via e-mail; CourseLink’s functionality (or equivalent system provided by the University); online assignments; oral assignments using meeting software; student peer assessment using meeting software; or video assignments; as well as the decision to use any form of virtual invigilation

shall be at the discretion of the Member, with respect for academic integrity, compassionate considerations, and policies and guidelines recognized in the Collective Agreement.

C. Notwithstanding the significant agreement in item B that Members will perform their assigned teaching duties without having an in-person option for course delivery, for Summer, 2020, given that very few courses are assigned to Members,

- i. the University shall ask all such Members if they want to teach their assigned Summer course via an alternative mode of delivery.
- ii. for any Member who does not want to teach a course via an alternative mode of delivery, the University shall ask other Members in the department if they would like to teach the course.

- iii. if no replacement department Member can be found, the Member will teach the course.
  - iv. if the Member does not teach the course, the Member shall be assigned an additional course to teach in a future semester.
  - v. a replacement instructor who is a Member may be compensated via an overload stipend or a one-course reduction in their teaching assignment in a future semester.
- D. Members will not be compelled to make any particular choice or choices in item B, and the University shall communicate this consistently.
  - E. The Calendar requires that 1000- and 2000-level courses normally have a final exam and that examinations in 1000-level courses be in regular, sit-down format only, with the Chair or Director having to approve exceptions. The University will bring to Senate a motion recommending the temporary waiving of these requirements. In addition, and in advance, the University shall request that Chairs and Directors approve all such exceptions as decided by Faculty Members teaching such courses.
  - F. For courses without a DE suffix (“e-Learning” courses), Members will retain intellectual property rights to any course materials they have developed and delivered, as outlined in the Collective Agreement (Article 52).
  - G. For courses without a DE suffix (“e-Learning” courses), Article 52.9.10 shall not apply to any teaching materials produced by the Member. Specifically, for these courses, the University shall not retain a “non-exclusive, royalty-free irrevocable and non-transferable license to use such works in other, non-commercial teaching and/or scholarly, research or creative activities of the University...”
  - H. The University will ensure that Members who choose to move to a technology-assisted mode of instruction using educational technologies supported by OpenEd will receive the necessary institutional, technical, and logistical support.
  - I. If they wish to use educational technologies supported by OpenEd, Members will be provided with the access needed regardless of whether the Member is working on campus or remotely.
  - J. For each non-DE-suffixed course they are teaching,
    - i. Members will be able to choose whether they wish to have a (necessarily) online student course evaluation administered, and
    - ii. Members will be able to choose whether the student course evaluation results will be used for the purpose of Tenure, Promotion, and Performance Assessment.
  - K. The Provost’s Course Outline Checklist includes an item on the “Recording of Materials,” which expressly states that “presentations which are made in relation to course work—including lectures—cannot be recorded or copied without the permission of the presenter, whether the instructor, a classmate or guest lecturer. Material recorded with permission is restricted to use for that course unless further permission is granted.” The Parties recognize that any presentation made on line can be captured by the viewer. The Parties also recognize that the unpermitted distribution of such screen captures or digital copies of lecture materials by a student, beyond the use intended for the specific course, is a violation of the privacy and intellectual property rights of the author. Should the Parties

learn that such screen captures or digital copies of lecture materials have been distributed, the University shall address the situation, either by

- i. instructing the student, if known, to remove any inappropriately distributed material from distribution, or
- ii. endeavouring to have the hosting service (website, social media platform, etc.) remove the inappropriately distributed material.

The University shall inform the Association of its actions and the results relevant to items (i) and (ii) above.

- L. Librarians will not be required to work on campus, instead performing their work remotely.

## **2. Emergency Change to Temporary Hybrid Instruction**

- A. The provisions of this section of the LOU only apply when the University decides that teaching in a semester will be delivered via Temporary Hybrid Instruction, due to the requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments due to the pandemic. Temporary Hybrid Instruction means that some course offerings are delivered on campus in an in-person face-to-face environment and some course offerings are delivered via alternative modes of delivery (see section 1, Emergency Change to Temporary Remote Instruction).
- B. The provisions of Section 1 (1.A, 1.B, 1.D-1.K) will apply to all non-DE courses taught via alternative modes of delivery.
- C. Section 1.J on student feedback questionnaires will apply to all non-DE courses taught in a temporary hybrid instruction scenario.
- D. Any course offerings delivered on campus in an in-person face-to-face environment will have that mode of delivery at the start of the semester.
- E. Members can choose whether they wish to begin the semester with their course offerings in an in-person face-to-face mode of delivery or in an alternative mode of delivery subject to 2.G.
- F. No Member will be required to teach via an in-person face-to-face mode of delivery.
- G. Reasonable efforts will be made to accommodate the request of Members who wish to begin the semester teaching in an in-person face-to-face mode of delivery. Choice of in-person face-to-face courses will be limited by public health guideline restrictions and classroom capacity as determined by the University. Where choice of an in-person face-to-face course is not possible, the course will be taught via an alternative mode of delivery.
- H. If Temporary Hybrid Instruction is planned to be used in a semester, then at least forty-five (45) calendar days prior the first day of classes of the semester, the University will communicate to Members
  - i. that Temporary Hybrid Instruction will be used, following item 2.A, and

- ii. the start-of-semester mode of delivery (in-person face-to-face or alternative mode of delivery) of all course offerings assigned to the Member. As specified in 2.F, no Member will be required to teach via an in-person face-to-face mode of delivery.
- I. Should the University decide to cancel one or more courses assigned to a Member forty-five (45) calendar days or more before the start of the semester, the Dean may assign the same number of courses in the same or in a future semester(s) to that Member, in consideration of the course(s) that were cancelled. Such courses assigned in a future semester or semesters shall be no more than one per semester, except upon agreement of the Member and the Dean. Should the University decide to cancel one or more courses assigned to a Member fewer than forty-five (45) calendar days before the start of the semester, then the Member may be assigned no more than one course in the affected semester or in a future semester, in consideration of the course(s) that were cancelled. The Member shall teach a newly-assigned course with fewer than forty-five (45) calendar days to prepare only upon agreement of the Member and the Dean. Members teaching course(s) on an overload basis will not automatically be assigned replacement course(s) if the course(s) are cancelled.
- J. For any course with in-person face-to-face meetings that has enrolled students who wish to avoid such meetings, the University will accommodate them using the usual Student Accommodation Services (SAS) model.
- K. Members who are teaching a course with an in-person face-to-face mode of delivery may have to change to an alternative mode of delivery in the case that requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments necessitate such a change.
- L. Members who are teaching a course via an alternative mode of delivery will not be asked to change to an in-person face-to-face mode of delivery for this course.
- M. Members may agree to teach their assigned course(s) on a Saturday, scheduled as a single block of time to which they agree. No Member will be negatively affected for not accepting a Saturday teaching assignment.
- N. When the University has announced, as per 2.H, that Temporary Hybrid Instruction will be used in the immediately subsequent semester, prior to the start of classes in the hybrid semester, Librarians may be required to work on campus based upon their role responsibilities and the nature of any required preparation for the semester. The University will reasonably attempt to minimize the on-campus time of a Librarian who has health concerns.
- O. When some in-person face-to-face instruction is happening on campus, during a Temporary Hybrid Instruction semester, Librarians may be required to work on campus based upon their role responsibilities. The University will reasonably attempt to minimize the on-campus time of a Librarian who has health concerns.
- P. A Librarian who has an underlying health condition that puts them at higher risk of complications of COVID-19 or who cohabitates with someone who has an underlying health condition that puts them at higher risk of complications of COVID-19 may provide a letter from a physician that states that the Librarian, or someone with whom the Librarian cohabitates, is part of a “vulnerable population” as identified on the Government of Canada coronavirus disease (COVID-19) website. Such a Librarian will not be required to work on campus.

- Q. When no in-person face-to-face instruction is held on campus, the provisions of 1.L will apply.

### **3. Veterinarians**

- A. Veterinarians are required to work on campus when their role responsibilities necessitate it.
- B. A Veterinarian who has an underlying health condition that puts them at higher risk of complications of COVID-19 or who cohabitates with someone who has an underlying health conditions that puts them at higher risk of complications of COVID-19 may provide a letter from a physician that states that the Veterinarian, or someone with whom the Veterinarian cohabitates, is part of a “vulnerable population” as identified on the Government of Canada coronavirus disease (COVID-19) website. Such a Veterinarian will not be required to work on campus.

### **4. Emergency Changes to Tenure, Promotion, and Review of Faculty Members**

- A. The 2019 Appeals will be delayed until a jointly-agreed-upon date after the resumption of in-person meetings.
- B. In Fall, 2020,
- i. Tenure and Promotion applications will be considered by the Tenure and Promotion committees, as usual, possibly via online meetings in the event that in-person meetings remain prohibited. Consideration will be given to applicants by the Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance in the Winter 2020 and Summer 2020 semesters.
  - ii. pursuant to Article 21.39, each Tenure-track Faculty Member will submit a completed Progress Template, be assessed by the Tenure and Promotion Committees for progress towards tenure, and receive a Progress Report from the Dean. Consideration will be given by the Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance in the Winter 2020 and Summer 2020 semesters. The Member shall have the choice of keeping the Progress Report in their Official File or destroying the Progress Report.
  - iii. pursuant to Article 21.65(b), all Contractually-Limited Members will have an annual Performance Assessment in Fall, 2020, and Fall, 2021, with no performance rater being given. Consideration will be given by Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance in the Winter 2020 and Summer 2020 semesters.
  - iv. the biennial Performance Assessment process will be cancelled, and each Member will be deemed to have received one performance rating point for each of July 1, 2021, and July 1, 2022.
- C. In Fall, 2022, the Performance Assessment of tenured Faculty Members will be based on the shorter of
- i. the four-year period from September 1, 2018, to August 31, 2022, and
  - ii. the period for which they have been appointed.

- D. Exclusively during the Fall 2022 review cycle, tenured Members may appeal an overall performance rating of “Good” or “Very Good” where they identify the effect of the COVID-19 pandemic on their performance was not adequately considered by Tenure and Promotion Committees. The appeal process will follow the existing structure in the Collective Agreement, with an additional Appeals Committee used if the volume of appeals is high. Namely,
- i. in 2022-2023, a University Tenure and Promotion Appeals Committee #2 shall be created adhering to the election process and structure in Articles 21.52-21.54. Members of this committee will serve a one-year term beginning in Fall 2022.
  - ii. the elections for the University Tenure and Promotion Appeals Committee #2 shall occur after, but no later than one month after, the elections for the University Tenure and Promotion Appeals Committee (which is determined by the Schedule of Dates).
  - iii. the purpose of the University Tenure and Promotion Appeals Committee #2 is to hear Performance Review appeals from Faculty Members who received an overall performance rating of “Good” or “Very Good” and who identify that their overall rating has been negatively impacted by the COVID-19 pandemic. (For clarity, the University Tenure and Promotion Appeals Committee can also hear such appeals.)
  - iv. fifteen (15) days after the issuance of all letters from the Dean, the final number of Performance Review appeals will be known. If this number is larger than fifteen (15), then the appeals cases shall be divided such that the University Tenure and Promotions Committee #2 consider all of the appeals in (iii).
- E. In Fall, 2020, Fall, 2021, and Fall, 2022, via statements that are jointly agreed upon by the Parties, all Tenure and Promotion Committees will be instructed, both in written communications and at training sessions to which the Association is invited, that during the period of this LOU,
- i. the absence of the results of a course evaluation; and
  - ii. the effects of adapting to alternative modes of course delivery; and
  - iii. the effects of cancelling or deferring conference involvement, research/teaching visits, or professional development activities due to the COVID-19 pandemic
- shall play no role in a negative assessment of the Member.
- F. For Fall, 2020, Tenure and Promotion applications,
- i. the submission deadline for the list of external assessors shall be extended until June 15, and
  - ii. the submission deadline for the application package shall be extended until July 8.
- G. In addition to any other extensions that may occur, the probationary period of all Tenure-track Members shall be extended by one year. This extension also applies to any Tenure-track Member whose appointment (i) begins prior to December 31, 2020, and (ii) includes a period identified in this LOU as impacted by the pandemic.



**Section 4, Emergency Changes to Tenure, Promotion, and Review of Faculty Members, shall apply mutatis mutandis for Librarians and Veterinarians Continuing Appointment, Promotion and Review.**

#### **5. Study/Research Leave (SRL)**

- A. A Member whose SRL period overlaps 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).
- B. A Member whose upcoming SRL period overlaps with the period of travel restrictions and physical distancing due to the COVID-19 pandemic may delay their upcoming SRL. Timing of the delayed SRL will be subject to approval by the Dean. In such instance, the Member shall be assigned teaching in the upcoming SRL period or at a future date that is commensurate with their distribution of effort. For clarity, an "upcoming SRL period" includes (i) an SRL planned to start in Summer 2020 or Fall 2020, (ii) an SRL that has already been delayed, and (iii) a Fall 2020 SRL period that is the second half of an eight (8) month SRL that will be half-completed by the end of Winter 2020.
- D. A Member who was on SRL in Winter 2020 may submit a written request, with appropriate evidence and documentation, to their Dean (or the University Librarian) to demonstrate that the travel restrictions materially impacted their ability to pursue their SRL scholarship/research plans and that their ability to have a productive SRL semester was compromised. The University shall consider the request and either
  - i. arrange, in discussion with the Member, an appropriate-length study/research period that mitigates the impact of Winter 2020; or
  - ii. deny the request with an explanation provided.

Requests will not be unreasonably denied.

**Section 5, Emergency Changes to Study/Research Leave for Faculty Members, shall apply mutatis mutandis for Study/Research Leave for Librarians and Professional Development Leave for Veterinarians.**

#### **6. Emergency changes to other terms and conditions of work**

- A. Access to laboratories and other research facilities will be granted to those responsible for the care of plants and animals, critical time-sensitive research, and research involving human subjects in accordance with Office of Research Research Continuity Directives and Guidance Notes.
- B. Members will continue to have access to their research funds held by the University for their scholarly activities.
- C. For Members who are required to cancel or defer their professional development activities, any restrictions on how long the funds may be carried forward will be extended by one year.

- D. Members who have PDR expense receipts from the 2019/2020 financial year (ending April 30, 2020) may submit a claim for reimbursement of those expenses in the 2020/2021 financial year.
- E. Veterinarian Members hired without the requisite credentials and who have been provided with paid leave from regularly scheduled duties for the purpose of completion of Board specialty or advanced degree and had their exam date changed due to the effects of COVID-19 shall have their timeline to complete their exam reasonably extended, and paid study leave remaining can be shifted by mutual agreement.
- F. Members who have been hired and have a requirement for completion of their dissertation within two (2) years of commencement of employment, and who have had the timeline interrupted by the COVID-19 pandemic, may submit an extension request to their Dean with rationale. The Dean will not unreasonably deny the request. Any extension timeline shall be jointly determined.

## 7. Procedures for Implementation and Review

- A. The University agrees to consult with the Association about measures affecting the rights of Members pursuant to the Collective Agreement being considered in response to the COVID-19 pandemic. Either Party shall be able to request and convene a meeting to discuss matters related to this LOU and measures taken in response to the COVID-19 pandemic.
- B. The Parties agree that these terms are a temporary response to the COVID-19 pandemic, and that either party may seek to renegotiate this LOU after giving five (5) days' written notice to the other party. The LOU remains in place pending the outcome of such renegotiations.
- C. Except where specifically noted, this LOU terminates December 31, 2020. Should the COVID-19 pandemic necessitate the continued modification of terms and conditions of work past the Fall 2020 semester, the Parties will meet by November 1, 2020, to review with the goal to reach agreement on extending COVID-19 measures and this LOU.

Signed this \_\_\_\_ day of June, 2020

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For the Faculty Association