

# Memorandum of Settlement

**between**

**the University of Guelph (the “University”)**

and

**the University of Guelph Faculty Association (the “Association”)**

(together the “Parties”)

Re: Renewal Collective Agreement

1. The Parties' negotiating teams have tentatively agreed to the Articles and Letters and Memorandums attached hereto, (the "Renewal Agreement");
2. The Parties agree to the terms of this Agreement as constituting a full and final settlement of all matters of dispute of this Renewal Agreement;
3. Current provisions for extended health, dental, long term disability, life insurance and tuition scholarship plan shall continue, except as amended by this Renewal Agreement;
4. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement;
5. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to July 1, 2017;
6. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties;
7. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party;
8. This Memorandum of Settlement is incorporated as part of the Collective Agreement.

On behalf of the University

*James Herman*

### On behalf of the Association

Spent  
Susan Hubers  
May DeCaste  
Hub/Kye  
D. J. J. J.  
12/14/14

**DRAFT Memorandum of Settlement between the University and UGFA**

Effective July 1, 2017

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## Global Changes

The Parties agree to amend the Collective Agreement to correct titles and names as follows:

<b>Current</b>	<b>Revised</b>
Animal and Poultry Science	Animal Biosciences
Associate Chief Librarian	Associate University Librarian
Canada Customs and Revenue Agency (CCRA)	Canada Revenue Agency (CRA)
Chief Librarian	University Librarian
Human Rights and Equity Office (HREO)	Diversity and Human Rights (DHR)
Revenue Canada	Canada Revenue Agency (CRA)
Security Services	Campus Community Police
Veterinary Teaching Hospital (VTH)	Ontario Veterinary College Health Sciences Centre (OVC-HSC)

## Article 2 – Definitions

2 ~~VTH shall mean the Veterinary Teaching Hospital.~~

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

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.

## Article 10 – Duration and Copies of the Agreement

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

## Article 13 – Correspondence and Information

13.2 The University shall provide the Association with the following information in a mutually agreed-upon paper or electronic format:

- a) by the end of the calendar year, an annual list of all Members containing their names, date of hire, categories of appointment, rank, years of appointment to current

- rank, birth dates, University addresses, genders, salaries, stipends, Department, highest degrees obtained and year 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.

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

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.

*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/Director 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.

- 18.19.3 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.

18.19.4 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.

## **Article 19 – Faculty Appointments**

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 Appointments spanning more than one Department, input on qualifications and duties may be sought more broadly, and Search Committees will be constituted to reflect the scope of the position. 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 Department(s);
- c) the qualifications, education, and skills required;
- d) where applicable, rank;
- e) any applicable equity provisions;
- f) the University of Guelph's employment equity statement.

~~19.10 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.~~

19.10 The University will ensure that all members of the Search Committee have received orientation/training 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 will be an ad hoc committee whose final membership must be approved by the Provost.~~

19.1~~12~~ The Search Committee shall ~~normally~~ 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.

19.1~~23~~ For joint appointments, the Search Committee shall ~~normally~~ 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:

- i) The Search Committee is chaired by a Member (i.e., Chair or designate appointed by the Dean);
- ii) The majority of members of the Search Committee are elected Members (at least two of whom must hold tenure);
- iii) 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.

Prior to the broadening of the search committee, the Association will be advised.

19.1~~5~~ 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 the prior approval of the Association.

19.1~~7~~ 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 a Joint or Exceptional Search, 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 standing 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 ~~or Vacation~~);
- 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.

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

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<sup>1</sup> 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 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 the all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.

#### *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).

#### *Appeals of a Performance Review*

21.70 Within fifteen (15) days of the date of issuance of this 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.

21.70.1 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.

### **Article 26 – Librarian Appointments**

26.6 Subject to 26.4, 26.22 and 26.23 all other vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.

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

26.22 (New) 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

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<sup>1</sup> Note: For implementation, the parties will develop a jointly agreed upon form. The form shall include the language of 21.4.1.

recommendation shall clearly state the reasons for the Committee's recommendation

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

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

*Letters of Appointment*

26.24 All offers of Appointment shall be issued by the Chief 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 or Vacation);
- 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.

**Article 27 – Administrative Appointments of Librarian Members**

27.12 The ~~composition of the~~ Search Committee shall normally consist of ~~be~~:

- 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 Chief Librarian to whom the position reports, or, for Joint or Outside Appointments, the person to whom the position reports.

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.

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

28.4 The Chief Librarian will notify the Member, on an annual basis that both the Chief Librarian and the Associate Chief Librarians are available to mentor the Member. In addition, the Chief 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 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.

28.34 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).

### *Appeals of Performance Review*

28.65 Within fifteen (15) days of the date of issuance of the letter from the Chief Librarian, the Librarian Member who has received a 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 University Tenure and Promotion Appeals Committee any overall performance rater and/or individual performance rater.

## **Article 32 – Appointments for Veterinarians**

32.9 (new) Academic partner accommodation appointments must be reviewed for rank and appointability by the Members Continuing Appointment Committee.

32.15 (new) In the case of an academic partner accommodation appointment, 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.

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

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

### **Article 33 – Continuing Appointment, Promotion and Review of Librarian Members**

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 Veterinarian 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.

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.

#### *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 Faculty Member prior to the meeting of the MCA Committee (i.e., evaluations cannot be based on hearsay information).

#### *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 a 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 University Tenure and Promotion Appeals Committee any overall performance rater and/or individual performance rater.

### **Article 39 – Investigation of Allegations and Discipline**

#### *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 21.18.3) may be considered grounds for disciplinary action only if an overall rater of “Less than Good” is assigned, and only when there are proven and repeated concerns about performance under Article 21.

#### **Article 42 – No Discrimination and No Harassment**

- 42.2 The Parties agree to abide by the Ontario Human Rights 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 Ontario Human Rights 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.”

#### **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 ~~2011~~ 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**

- 44.11 During the period of Maternity/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/Parental Leave, an amount equal to 95% of his/her normal salary, less any applicable EI weekly earnings;

- c) for any remaining period of Parental Leave beyond thirty (30) weeks, Supplemental Income Benefits equal to 25% of her/his normal salary ~~weekly EI earnings~~, but no more than 100% of his/her normal salary, less any applicable EI weekly earnings.

### Article 53 - Compensation

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

Rank	2017/2018	2018/2019	2019/2020	2020/2021
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:

Rank	2017/2018	2018/2019	2019/2020	2020/2021
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

#### *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

~~53.9.1 Subject to 53.10 below, on July 1, 2014 each Member shall receive a one-time lump sum payment of \$1275.~~

~~53.9.2 Subject to 53.10 below, on June 30, 2017, prior to expiration of this Agreement, the University shall adjust the base salary of each Member who was continuously employed from July 1, 2014, by \$1275.~~

#### *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

~~53.11.1 Effective July 1, 2014, a Veterinarian Member who was employed on September 1, 2010 and who has remained continuously employed as of the date of ratification shall receive as soon as possible following the date of ratification a one-time lump sum payment (i.e. not to base salary) of \$2,000.~~

#### *Promotion*

53.16 Faculty, Librarian, and Veterinarian Members promoted to the ~~next higher~~ rank of Associate Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of the \$2,400 ~~(effective July 1, 2014); or \$2,200 (effective July 1, 2015); or \$2,300 (effective July 1, 2016)~~ 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 the \$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.

#### 53.17 (NEW)

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.

- 53.23 A Faculty Member who is a Department Chair or Director of a School shall receive an annual stipend. ~~For all Faculty Members who are Department Chairs or Directors of a School as of July 1, 2011 or subsequently become Department Chairs or Directors of a School during the term of this Agreement,~~ the 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/Director.
- 53.26 Veterinarian Members in the VTH 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 All existing benefit plans available to eligible Members as at June 30, ~~2007~~ 2017 shall continue unchanged, except as modified by this Agreement.
- 53.29 Other plans or programs, such as, but not limited to, the Employee Assistance Program, Athletic Fee Subsidy, etc. shall continue unchanged, except as modified by this Agreement.
- 53.34 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

#### *Pension*

- 53.45 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*

##### 53.46 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	<u>8.18%</u>	<u>9.88%</u>
July 1, 2019	<u>8.58%</u>	<u>10.28%</u>

July 1, 2020	8.99%	10.69%
*Current rates		

- 53.46.1 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.
- 53.46.2 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 July 2014~~ 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.
- 53.46.3 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 .41%, to be implemented effective July 1, 2020.

#### ~~Early Retirement Provisions~~

- ~~53.47 Effective on ratification of this Agreement, the Professional Pension Plan will be amended to eliminate the following Early Retirement provisions as applicable to UGFA Members:~~
- ~~a) Effective September 1, 2011, the Employer will cease the practice of issuing retirement requests and approving Applications for Retirement of Members under the Rule of 60. The Professional Pension Plan will be amended to eliminate the reference~~

to the Rule of 60 for UGFA Members who have not reached age 60 as of September 1, 2011.

b) Replacement of Factor 85 with Factor 87 for UGFA Members:

- i) ~~Effective June 30, 2013, for future pensionable service the Professional Pension Plan will be amended to eliminate the reference to the Factor 85 early retirement subsidy (minimum age of 55 and years of pension-credited service that equal 85 points).~~
- ii) ~~Effective July 1, 2013, for future pensionable service the Professional Pension Plan will be amended to allow for unreduced early retirement upon attaining Factor 87, that is when the age plus years of pension-credited service is equal to 87 and the Member is at least age 62.~~

c) ~~Termination Benefits for UGFA Members~~

- i) ~~Effective June 30, 2012 the Professional Pension Plan shall be amended to remove the minimum termination benefit of two times the Member's accumulated contributions in respect of pensionable service accrued on or after June 30, 2012.~~
- ii) ~~Effective for June 30, 2012, for future pensionable service, remove all early retirement subsidies for Members who terminate plan membership before age 55.~~

## Letters of Understanding

### RENEW Letter of Understanding 1 (CUPE Local 3913, Unit 2)

### RENEW and AMEND Letter of Understanding 2 (Course/Teaching Evaluations)

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 (~~via CEval~~) 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/Director 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.

### RENEW Letter of Understanding 3 (Sick Leave)

### RENEW Letter of Understanding 4 (Teaching – Professional and Managerial Staff)

RENEW and AMEND Letter of Understanding 5 (Human Rights and Health and 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 ~~Human Rights and Equity Office (HREO)~~ Office of Diversity and Human Rights (DHR) when the complaint is Human-Rights based. The procedure for investigation, whether by FASR or ~~HREO~~ DHR, shall be consistent with the formal procedure as outlined in the ~~2009~~ University of Guelph Human Rights Policies and Procedures and/or Article 39 of the Collective Agreement.

On behalf of the  
University of Guelph

On behalf of the University of Guelph  
Faculty Association

RENEW Letter of Understanding 6 (Performance Review of Veterinarian Members by Director Outside of the Process Indicated in Article 33)

REPLACE Letter of Understanding 7 (Benefits)

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 counseling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, or clinical counselors licensed and 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 current cap of \$6,000 per month to cap of \$12,000 per month.

RENEW and AMEND 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 ~~Veterinary Teaching Hospital~~ OVC Health Sciences Centre on a basis analogous to that used for the ~~Hospital~~ 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. [indented]

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

On behalf of the University of Guelph  
Faculty Association

RENEW Letter of Understanding 9 (Article 18 and Changes to DOE)

REPLACE Letter of Understanding 10 (Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members)

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.

RENEW and AMEND Letter of Understanding 11 (Veterinary Continuing Appointment and Promotion Committee)

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

~~Committee structure for Veterinarians in the OVC HSC and AHL for the 2014 review cycle will follow the process set out in Article 33 of the 2011-2014 Collective Agreement.~~

~~For the 2015 review cycle, the MCA committee structure for Veterinarians in the OVC HSC and AHL shall be as follows:~~

- ~~i. For the OVC HSC: Dean (OVC) who shall chair the Committee, Chair (Clinical Studies), two elected veterinarians from the OVC HSC and one elected University MCA Veterinarian who shall serve on all MCA Committees.~~
- ~~ii. For the AHL: Associate VP Research who shall chair the Committee, Chair (Pathobiology), two elected Veterinarians from the AHL and one elected University MCA Veterinarian who shall serve on all MCA Committees.~~

~~The Parties agree to review the performance and effectiveness of the Veterinarian Review Committee Structure in April 2016. The review shall include the resourcing of committees and as well as the structure of the committees. The committee, noted above, shall report to Joint Committee by the end May 2016. The Committee shall consist of three University representatives and three UGFA representatives.~~

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

- ~~iii. Dean (OAC) who shall chair the committee, chair Animal Bioscience; two elected Veterinarian members from OAC, and one elected University MCA Veterinarian who shall serve on all MCA Committees.~~

~~The remainder of Article 33 will be as currently written in the Collective Agreement except as previously agreed changes to the University Veterinarians Appeal Committee (33.52 to 33.57) and where necessary to bring Article 33 in full alignment to Article 21.~~

~~Where approved guidelines as per Article 33.13 are not in existence prior to the submission deadline of August 15, all criteria used for evaluation of the Member shall be consistent with the language in Article 33.5. The Dean or designate shall ensure that he/she meets with each OAC Veterinarian to communicate the criteria and guidelines that will be used for the review, at least one month prior to the submission deadline.~~

NEW Letter of Understanding 12 (Review of Continuing Appointment, Promotion, and Performance Assessment Processes for Veterinarians)

<date of ratification>

Professor Bill Cormack

Dear Professor Cormack:

The Parties agree to strike a joint committee (i.e., up to 4 members from the Association and up to 4 members from Management) that will commence meeting within 10 days of ratification to review Article 33 for the purpose of further improving the assessment processes for Continuing Appointment, Promotion, and performance assessment of Veterinarians. Further, the Parties agree to consider the Veterinarian Title in the context of recruitment and retention concerns. The Parties agree that any changes must be mutually agreed upon.

Sincerely,

Tracey Jandrisits  
Assistant Vice President (FASR)

NEW Letter of Understanding 13 (Editorial Review of Intellectual Property Article)

<date of ratification>

Professor Bill Cormack

Dear Professor Cormack:

The Parties agree to strike a joint committee (i.e., 3 members from the Association and 3 members from Management) that will commence meeting within 10 days of ratification to review Article 52 (Intellectual Property) for the purpose of making editorial changes that serve to increase clarity and ease of reading. The Parties agree that any editorial changes must be mutually agreed upon and shall not result in any change or alteration in Member rights, obligations, and/or responsibilities. Unless agreed otherwise by the Parties, the joint discussions will be considered to be completed when mutual agreement has been reached or 30 days post date of ratification, whichever comes first.

Sincerely,

Tracey Jandrisits  
Assistant Vice President (FASR)

NEW Letter of Understanding 14 (Wellness Survey Data)

<date of ratification>

Professor Bill Cormack



Dear Professor Cormack:

This letter is to confirm that Management will provide to the Executive Officer, UGFA, a copy of the final wellness report as provided to the members of the University's Healthy Workplace Advisory Committee.

Sincerely,

Tracey Jandrisits  
Assistant Vice President (FASR)

NEW Letter of Understanding 15 (Exceptional Contractually Limited Faculty or Veterinarian Appointment)

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.

NEW Letter of Understanding 16 (Joint Salary Review)

The Parties agree that within 6 months of ratification they will commence a Joint Salary Review. The purpose of the review will 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.

NEW Letter of Understanding 17 (Workload)

The Parties agree that this letter shall 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

On behalf of the University of Guelph  
Faculty Association