

Memorandum of Settlement (this “Settlement”)

Between

The University of Guelph (the “University”)

And

The University of Guelph Faculty Association

Together (the “Parties”)

Re: Renewal Agreement

1. The Parties’ negotiating teams have tentatively agreed to the Articles and Letters and Memorandums, attached hereto, (the “Renewal Agreement”);
2. The Parties agree to the terms of this Agreement as constituting a full and final settlement of all matters of dispute of this Renewal Collective Agreement.
3. Current Provisions for extended health, dental, long term disability, life insurance and tuition scholarship plan shall continue, except as amended by this renewal agreement.
4. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement.
5. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to July 1, 2011.
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 of Guelph

On behalf of the University of Guelph  
Faculty Association

Alun Joseph  
Tracey Jandrisits  
Anthony Clarke  
Sherri Cox  
Rob Gordon  
Mike Ridley  
Erinn White

James Mahone  
Susan Hubers  
Edward Carter  
Scott Colwell  
Bill Cormack  
Cathy Gartley  
Scott Gillies  
Herb Kunze  
Roselynn Stevenson

**Article 2 - Definitions**

**AMEND TO READ,**

**CAP Committee** shall mean the Continuing Appointment and Promotion Committee for Librarians and Veterinarians respectively.

**NEW DEFINITION**

**OVCHSC** shall mean Ontario Veterinary College Health Sciences Centre.

**Article 3 - Recognition**

**AMEND TO READ,**

- 3.1 The University recognizes the Association as the sole and exclusive bargaining...
- l) Adjunct Professors;
  - m) ~~Members of the Board of Governors;~~
  - m) Persons who hold internships in the VTH; and,...

**Article 4 - Administrative and Board Appointments**

**AMEND TO READ,**

**Article 4 - Administrative ~~and Board~~ Appointments**

- 4.1 Members who are excluded from the Bargaining Unit because they hold an administrative position ~~or Board appointment~~ 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.

**Note: ~~To address the concern of the Association about those Members excluded because of a Board appointment, the University is prepared to provide such Members with a letter (at the time of their appointment to the Board, and, therefore, exclusion from the Bargaining Unit) stating that they will not be financially disadvantaged as a result of assuming the Board appointment.~~**

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

### AMEND TO READ,

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 150km radius of OVC, in his/her area of specialty that is in direct competition with OVC, or with analytical services provided by the AHL.

NEW 8.10.1.1 Continuing Appointment and Probationary Members employed in the OVC-HSC on August 5, 2011 with a current appointment of less than 80% are exempted from the restrictions of Sub-Article 8.10.1.

## Article 9 – Employment in External Remunerative Activities

NEW 9.1.1 The teaching of courses on Overload (as per Article 23) shall not be considered external remunerative activity.

### AMEND TO READ,

9.10 The Faculty Member ~~agrees not to use the name "~~ may identify her/himself themselves as an employee of the University of Guelph." ~~The Member; however, they may not state that he/she they is a or to identify him/herself as representative of the University of Guelph in such activities, without prior written permission of the Provost or designate.~~

**Article 11 – Dues Check Off**

**AMEND TO READ,**

11.1 The University shall deduct, from the ~~first pay of each month~~ of every Member of the Bargaining Unit, such fees, ~~monthly~~ dues or assessments as may be authorized from time to time, in writing, by the Association.

**Article 13 – Correspondence and Information**

**AMEND TO READ,**

13.2 (h) Copies of position descriptions shall be provided upon written request by the Association.

13.2 (i) Copies of all health benefit contracts shall be provided upon written request by the Association.

13.2 (j) Benefit usage rates shall be provided no more than once per year upon written request by the Association.

**Article 14 – Member’s Official File**

**AMEND TO READ,**

14.16 Any files and associated material created for ~~performance~~ assessment purposes as part of the Tenure, Promotion and Review deliberations shall be deemed to be the Assessment File and shall be part of the Official File.

14.19 All assessments concerning the evaluation of a Member shall be in writing, be signed, and included in the Official File.”

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

### **AMEND TO READ,**

15.4 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 the development and delivery of Library information services; assessing, selecting and ensuring the preservation of information resources; management of staff and financial resources; planning technological infrastructure; information literacy instruction; fostering consortia and partnership initiatives; and strategic planning and goal setting within the Library affiliated Units.

### **Veterinarians**

15.5 The University agrees that the work performed by Veterinarian Members is of central importance to the success of the units in which they work ~~AHL and VTH~~. Veterinarian Members provide a range of clinical and professional services to the unit in which they work ~~AHL, the VTH~~, 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 18 – Faculty Member Rights and Responsibilities**

### **AMEND TO READ,**

18.28.1 A Faculty Member may request to have assigned teaching responsibilities for three semesters in an Academic Year. In such cases, where approved by the dean, the third semester for the purpose of this Article, shall be deemed to have been devoted to research and scholarly activities.

18.30 With the exception of 18.28.1, 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.

## **Article 19 – Faculty Appointments**

### **AMEND TO READ,**

#### **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 Probationary. When the decision is to convert the position to Probationary, the Dean, on recommendation of the Chair, may recommend to the Provost that the current incumbent be appointed to the Probationary 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 Probationary, the provisions of this Article will apply.

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

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

### **AMEND TO READ,**

21.1 This Article applies to Tenure, Promotion and Review decisions of Faculty Members who hold Tenured or Probationary 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, within the Faculty Member's first semester of appointment and will discuss the approved criteria with respect to the granting of Tenure and Promotion to Associate Professor.

- 21.4 The Dean will notify the Member, on an annual basis, that both he/she and the Chair are available for Mentoring. In addition, the Dean shall meet prior to the end of April with each Probationary Faculty Member to discuss the Member's progress towards and the possibility of application for tenure and promotion.
- 21.5 Faculty have the right to know explicitly the criteria which are used for Tenure, Promotion, and Review purposes as well as reasons for the decisions. The process must be transparent, fair and equitable.
- 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 of Tenure and therefore granting of Promotion for Contractually Limited Members does not confer Tenure.
- 21.9 Consideration for the conferring of Tenure and Promotion to Associate Professor or Promotion to Professor will be given to the individual Member's life-time contribution in the areas as 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 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 Probationary Appointment is six (6) consecutive years of full-time employment, exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave, from the date of the Probationary Appointment.
- 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 being reviewed. The criteria for Review, Tenure and Promotion, 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 which 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. ~~The~~ This completed template ~~file~~ will be included in the Member's Assessment File with, among other things, ~~the Faculty Member's Curriculum Vitae~~; additional information about Teaching, Scholarship, and 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, and 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.

21.18.4 Performance Assessment – Non-Biennial Year:

(Feedback only for Members whose overall performance in the previous year was assessed as less than “good”)

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.

21.18.5 Probationary 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.

21.19 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 ~~to Associate Professor~~ Reports (as per 21.18.6) will be retained in the Official File of the Member until such time that Tenure and Promotion to Associate Professor 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 ~~completion of 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. 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 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 as to 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 Assessor 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 provided 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 ~~included in the Faculty Member's file~~ 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.

21.25 It is the Faculty Member's responsibility to provide to his/her Chair his/her completed file by August 15th to be considered by the Tenure and Promotion Committees.

- 21.26 The Chair shall ensure the Faculty Member is informed in writing when information, which is relevant to the current Tenure, 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 and to append documentation to the Assessment File should he/she so wish.
- 21.27 The Chair shall ensure that documentation pertaining to the Faculty Member's DOE, ~~and~~ 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.
- 21.28 The Chair shall ensure that Members of the Committee are provided with the relevant Tenure and Promotion Guidelines document.

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

21.29 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 ~~not~~ inconsistent 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 in 21.43.

21.30 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.

21.31 The Chair of the Department Committee will be responsible to ensure transfer of the complete file considered at the Department Committee to the College Committee. The Dean may request that a Chair appear before the College Committee as part of the deliberation process.

21.32 The complete 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**

21.33 The Faculty Member's performance will be evaluated solely on the basis of:

- a) the material contained in the ~~Official or~~ Assessment file, and therefore accessible to the Faculty Member prior to the meeting of the Department Committee; and
- b) the judgment of the members of the Committee(s) bearing on matters of which they have direct knowledge.

21.34 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 consideration 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.

21.35 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.

#### **Performance Review, Tenure and Promotion Consideration for Probationary Faculty and Promotion Consideration for Contractually Limited Faculty**

21.36 Each year, Probationary Faculty Members at any rank, and multi-year Contractually Limited Faculty Members will submit a completed ~~assessment file~~ Progress Template to the Chair according to the timelines indicated in this Article. The performance of all Probationary Faculty Members and multi-year Contractually Limited Faculty Members will be considered by the Department and College Tenure and Promotion Committees; feedback in the form of a written ~~Assessment/~~Progress Report will be provided by the Dean to the Faculty Member.

21.37 The Chair shall, prior to the commencement of the Department Committee deliberations, meet with each Probationary 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**



21.38 Failure to submit the completed Progress Template (as per 21.18.1) 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. ~~an "Unsatisfactory" performance assessment, and,~~

21.38.1 In the final year of candidacy for Tenure and Promotion to Associate Professor, failure to submit the completed Progress Template (as per 21.18.1) 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 Probationary Appointment.

21.39 In the final probationary review, consideration for the granting of Tenure and Promotion to the rank of Associate Professor will occur and the decision will be to either grant Tenure and confer Promotion to Associate Professor or to not grant Tenure and terminate the Faculty Member's appointment.

#### **Granting of Tenure**

21.40 Further to Article 21.36, 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 15<sup>th</sup> the information indicated in Article 21.21 (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 15<sup>th</sup>.

#### **Promotion to Professor**

21.41 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) assessors, ~~must~~ shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15<sup>th</sup>. The information indicated in Article 21.21 (f) (2,3,4 and 5) shall be provided by the Member to the Dean 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**

21.42 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 and conferring of Promotion to Professor. The Department Committee will complete ~~an Assessment~~ a the appropriate ~~Progress~~ Report (as per 21.18) for each Faculty Member who has been considered. The ~~Assessment Progress~~ Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed ~~Assessment Progress~~ Report and relevant recommendation will be sent to the chair of the College Tenure and Promotion Committee.

21.43 Within fifteen (15) days following 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 Probationary Faculty Members: An assessment of progress toward Tenure and Promotion to Associate Professor ~~and Promotion to Professor in each of the areas of responsibility~~;
- b) for all Faculty Members who were considered for Tenure and Promotion to Associate Professor ~~and~~ or Promotion to Professor: the recommendation of the College Tenure and Promotion Committee along with the reasons for the recommendation.

21.44 For Faculty Members considered for Tenure and Promotion to Associate Professor ~~and Promotion to 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 Probationary 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.

- 21.45 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.
- 21.46 The granting of Tenure will be effective immediately following approval by the President. Promotion will be made the subject of formal notice to the Faculty Member concerned by the Dean immediately following approval by the President. The new rank will become effective the following July 1.

### **Appeals**

- 21.47 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.
- 21.48 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed ~~Assessment/Progress~~ Report(s) (as per article 21.18) from the Department Committee. Letters from external ~~referees~~ assessors will be provided upon request; however, they shall be provided by the Dean without attribution and with any personally-identifying information removed.

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

- 21.49 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.

- 21.50 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.
- 21.51 A Member who is currently serving on a Department or College Tenure and Promotion Committee is ineligible to serve on the University Appeals Committee.
- 21.52 The complete file shall include all of the same information considered by the College Committee.
- 21.53 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 terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 21.54 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.
- 21.55 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.
- 21.56 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**

- 21.57 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

- 21.58 In addition to the annual assessment of performance of all Probationary Faculty Members, the performance of all Contractually Limited Faculty Members shall be reviewed on an annual basis. All other Tenured 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.
- 21.59 Each Faculty Member must submit his/her completed Performance Assessment File Template to the Chair by August 15<sup>th</sup>. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation.
- 21.60 Failure to submit the completed Performance Assessment File 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.
- 21.61 Notwithstanding the scheduling provisions outlined in 21.58, subsequent to any assessment that is less than “Good” of a tenured Faculty Member, that Member will be subject to an annual review of performance by the Department and College Tenure and Promotion Committees.
- 21.62 The Department Committee will assess each Faculty Member’s performance and will complete an Performance Assessment Report ~~Assessment/Progress Report~~ for each Faculty Member who has been considered. The Performance Assessment Report ~~Assessment/Progress Report~~ will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Performance Assessment Report ~~Assessment/Progress Report~~ will be sent to the chair of the College Tenure and Promotion Committee.
- 21.63 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.

### **Appeals of Performance Review**

- 21.64 Within fifteen (15) days of the date of issuance of the letter from the Dean, the Faculty Member who has received a performance rating of less than “Good” may appeal to the chair of the University Tenure and Promotion Appeals Committee.
- 21.65 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes ~~and~~ the signed Performance Assessment / ~~Progress~~ Report from the Department Committee.
- 21.66 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.
- 21.67 The 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.
- 21.68 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.
- 21.69 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 when the Faculty Member’s appeal was heard.

### **Grievance**

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

## **Article 23 – Overload Teaching**

### **Delete existing 23.4 and amend to read:**

23.4 A Faculty Member may teach, with approval 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.

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

**AMEND TO READ,**

**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**

***NEW:***

- 24.3 In response to substantive changes in curriculum, strategic direction and/or structure of the department/school which are not addressed through Article 24.4, the Provost, in consultation with the Association, shall decide whether to make the provisions of Article 24.13 available to the affected Members.

**Program Redundancy Reorganization**

- 24.4 When the University approves a reorganization which involves the closure, reduction, amalgamation, or transfer of an academic program or programs which 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 Chief 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 which 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 impacted 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 Chief Librarian will meet individually with each of the affected ~~Faculty~~ Member(s) to inform him/her of the impending reorganization and discuss options available for individual Members. The Dean or Chief Librarian will discuss with the affected ~~Faculty~~ Member 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 Chief Librarian will then make a written recommendation to the Provost with respect to 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 ~~Faculty~~ Member in writing of the decision with respect to transfer and the reasons for the decision. The ~~Faculty~~ Member may be accompanied by another Member or representative of the Association at this and subsequent meetings.
- 24.9 Within thirty (30) days, the ~~Faculty~~ 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 ~~Faculty~~ 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 ~~Faculty~~ 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**

### **AMEND TO READ,**

25.16 Unless otherwise agreed to in writing by the Chief 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.

## **Article 26 – Librarian Appointments**

### **AMEND TO READ,**

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 ~~length~~ duration. Contractually Limited Appointments shall ~~always~~ be expressed in increments of complete months.

~~26.9 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Chief Librarian and the Provost that the candidate be appointed without an external search.~~

26.11 The Search Committee for Librarians shall normally consist of three (3) elected Members in addition to the Chair of the Committee. The Chief 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 Chief Librarian.

**Article 26 – Administrative Appointments of Librarian Members**

**AMEND TO READ,**

26.21 Subject to 26.19, the Chief Librarian shall decide which of these candidates, if any, will be interviewed by the Search Committee.

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

**AMEND TO READ,**

28.1 This Article applies to Continuing Appointment, Promotion and Review, decisions of Librarian Members who hold Continuing or Probationary 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 Chief Librarian will meet with each Librarian Member, within the Member's first semester of appointment and will discuss the approved criteria with respect to the granting of Continuing Appointment and Promotion to Associate Librarian.

28.4 The Chief Librarian will notify the Member, on an annual basis, that both he/she and the Associate Chief Librarians are available for Mentoring. In addition, the Chief Librarian shall meet prior to the end of April with each Probationary Librarian Member to discuss the Member's progress towards and the possibility of application for continuing appointment and promotion.

28.45 Librarian Members have the right to know explicitly the criteria which 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.

- 28.56 Promotion to Associate Librarian and the granting of Continuing Appointment to a Librarian Member recognizes professional and academic competence and maturity, as exemplified by his/her 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.
- 28.67 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.
- 28.78 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 as defined in Article 25: Rights and Responsibilities of Librarians.
- 28.89 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.
- 28.8.10 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**

- 28.911 The maximum duration of a Probationary Appointment is six (6) consecutive years of full-time employment, exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave, from the date of the Probationary Appointment.
- 28.1012 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**

~~28.4.13~~ 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 being reviewed. The criteria for Review, Continuing Appointment and Promotion, 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.

~~28.4.14~~ All Members are to be informed in writing by the Chief 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 for Promotion, Continuing Appointment and Review purposes.

~~28.4.15~~ The Chief Librarian, in consultation with the Provost, will develop standard documentation templates. The Chief Librarian will consult with the Continuing Appointment and Promotion Committee in the development of these templates:

~~a) a template in which each Librarian Member will document his/her life-time professional, scholarly and service contributions, activities, and accomplishments. The file will include, among other things, the Librarian Member's curriculum vitae, the Librarian's report, and a review of the Librarian's performance in the area of Professional Practice written by the person to whom the Librarian Member reports (his/her Manager);~~

~~b) a template for Continuing Appointment and Promotion Committee (CAP) Assessment/Progress Report, on which the CAP Committee will report to the Library Continuing Appointment and Promotion Committee (Library Committee) its overall assessment of the Librarian Member's performance.~~

**Member Templates:**

28.15.1 Each Librarian shall have a review of her/his performance in the area of Professional Practice written by the person to whom the Librarian reports (her/his Manager), ~~which will accompany the documents listed in the Member Template.~~ Such Report shall form part of the Member's Assessment File.

28.15.1 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. ~~The~~ This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, Scholarship, and Service.

28.15.2 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:**

28.15.3 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.

28.15.4 5 Performance Assessment – Non-Biennial Year:

(Feedback only for Members whose overall performance in the previous year was

assessed as less than “good”)

A CAP Committee Performance 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.

28.15.5.6 Probationary 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.

28.15.6.7 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.

28.15.7.8 Promotion to Librarian – Application

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 The CAP Committee Performance Assessment Report (per 28.15.3 and 28.15.4) 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.

28.17 All CAP Committee Progress Reports (as per 28.15.5) and CAP Committee Continuing Appointment and Promotion Reports (as per 28.15.6) 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.

28.18 The CAP Committee Promotion Report (as per 28.15.7) 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 Assessment and References**

28.129 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.

28.12.19.1 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 reference and indicate clearly the nature of their relationship to the Member and the achievements or activities commented upon.

~~28.130~~ 28.130 The Provost in consultation with the Chief Librarian and through consultation with the CAP Committee will devise the process by which ~~references and~~ external assessment will be sought for the ~~conferring of Continuing Appointment and~~ the granting of Promotion within the Library. However, the following principles will apply:

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~~a) as identified by the Member or the Chair of the CAP Committee, letters of references may be obtained to support a Librarian Member's achievements significant to the application and/or recommendation for Continuing Appointment;~~

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 as to what individuals are acceptable assessors and will forward this list to the Chief Librarian. If agreement cannot be reached, the CAP Committee will decide on the acceptable assessors;

d) the Chief Librarian will be responsible for communicating with external assessors ~~and references~~ as per d). 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 Chief Librarian;

e) all ~~references and~~ external assessments will be in writing; and

f) the following information will be provided 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 Chief 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)

28.14-21 The role of the CAP Committee shall be to:

- ~~a) assess the Librarian Member's performance and/or progress toward the conferral of Continuing Appointment and Promotion to Associate Librarian, and Promotion to Librarian.~~
- ~~b) submit an Assessment/Progress Report, including any relevant recommendation, to the Chair of the Library Committee to be considered as input to the review, conferral of Continuing Appointment and Promotion considerations of the Library Committee.~~
- 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 to the rank of Librarian.

- 28.1522 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.
- 28.1623 It is the joint responsibility of the Librarian Member and his/her Manager to submit the completed file to the Chair of the CAP Committee, or designate, by August 15th.
- 28.24 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 and to append documentation to the Assessment File should he/she so wish.
- 28.1725 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.
- 28.1826 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)**

- 28.1927 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 not inconsistent 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 28.40

28.280 The composition of the Library Committee shall be:

- a) the Chief 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 Chief Librarian.

28.2129 The Chair of the CAP Committee will be responsible to ensure transfer of the complete file considered at the CAP Committee to the Library Committee. The Chief 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.

~~28.2230~~ The complete 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.

~~28.23~~ It is the responsibility of the Chief Librarian, or designate, to ensure that external assessments and letters of reference are included in the Librarian Member's file prior to the commencement of the Library Committee's deliberations process.

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

~~28.2431~~ The Librarian Member's performance will be evaluated solely on the basis of:

- a) the material contained in the ~~Official or Annex~~ Assessment File, and therefore accessible to the Librarian Member prior to the meeting of the CAP Committee; and
- b) the judgment of the members of the Committee(s) bearing on matters of which they have direct knowledge.

~~28.2532~~ 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.

~~28.2633~~ 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.

- 28.2734 All Librarian Members holding Continuing Appointment are eligible for election to the CAP Committee, the Library Committee, and the Library Appeals Committee with the exception of:
- a) any Member currently elected to either the CAP Committee, Library Committee, or, the Library Appeals Committee;
  - b) those who have served three (3) consecutive two-year terms.
- 28.2835 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee with administrative support from the Chief Librarian's office. The Nominating Committee shall be comprised of one elected Librarian Member and the Chief Librarian, or designate. One Librarian Member is elected in November to the Nominating Committee for a two-year term by the Librarian Members.
- 28.2936 The Nominating Committee requests nominations from Librarians at least two weeks prior to the commencement of an election. 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. The outgoing Nominating Committee conducts the elections for the successor Committee.
- 28.3037 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. In the case of a tie, the Chief Librarian will have the casting vote. The Nominating Committee will inform the Librarian Members, the Chief Librarian, and the Association of the results.
- 28.3138 The length of term following an election of a Member to the CAP Committee, the Library Committee, or the Library Appeals Committee shall be for a period of two (2) years. Membership shall be staggered so that one half of the body of representatives is elected each year.

- 28.3239 If an elected Member is unable to serve, then the Member will be replaced by the unelected Librarian Member 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.

### **Performance Review, Continuing Appointment and Promotion Consideration for Probationary Librarians**

- 28.3340 Each year, all probationary and multi-year Contractually Limited Librarian Members will submit a completed ~~assessment file~~ Progress Template to the Chair of the CAP Committee according to the timelines indicated in this Article ~~by August 15th~~. The performance of all Probationary Librarians will be considered by the CAP Committee and the Library Committee, and feedback in the form of a written ~~Assessment~~/Progress Report will be provided by the Chief Librarian to the Member and copied to his/her Manager.

### **Granting of Continuing Appointment**

- 28.3441 The Manager shall, prior to the submission of the assessment file to the Chair of the CAP Committee, meet with each probationary Librarian Member to review his/her file and performance review. The Chief 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.
- 28.3542 ~~Failure to submit the completed assessment file to the Chair of the CAP Committee by August 15th, without prior written approval from the Chief Librarian and Provost, will result in an Unsatisfactory performance assessment and, in the final year of candidacy for Continuing Appointment and Promotion to Associate Librarian, will result in the termination of the Librarian Member's Probationary Appointment.~~
- 21.42 Failure to submit the completed Progress Template (as per 28.15.1) to the Chair of the CAP Committee by the timelines indicated in this Article, without prior written approval from the Chief 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.

- 28.42.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Librarian, failure to submit the completed Progress Template (as per 28.15.1) to the Chair of CAP by the timelines indicated in this Article, without prior written approval from the Chief Librarian and Provost will result in the termination of the Librarian Member's Probationary Appointment.
- 28.3643 In the final probationary review, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Librarian will occur and the decision will be to either grant Continuing Appointment and confer Promotion to Associate Librarian or to not grant Continuing Appointment and terminate the Librarian Member's Appointment.
- 28.3744 Further to Article ~~28.3643~~, 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 Chief Librarian through the Chair of the CAP Committee by August 15<sup>th</sup> and must be accompanied by the Member's completed assessment file.

### **Promotion to Librarian**

- ~~28.38~~ ~~Consideration for promotion to the rank of Librarian will occur only upon request of the Librarian Member. Such request must be made by the Member, in writing, to the Chair of the CAP Committee by August 15<sup>th</sup> of the year in which the review is to occur and must be accompanied by the Member's completed assessment file.~~
- 28.45 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, must shall be made in writing by the Librarian Member to the Chief Librarian through the Chair of CAP by May 15<sup>th</sup>. The information indicated in Article 28.20 (f) (2,3,4 and 5) shall be provided by the Member to the Chief 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

- 28.3946 The CAP Committee will assess each Librarian Member's performance and make a recommendation to the Chair of the Library Committee with respect to the granting of Continuing Appointment and Promotion to Associate Librarian, and, the conferring of Promotion to Librarian. The CAP Committee will complete ~~an~~ Assessment/Progress the appropriate Report (as per Article 28.15) for each Librarian Member who has been considered. The Assessment/Progress 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 ~~Assessment/Progress~~ Report and relevant recommendation will be sent to the Chair of the Library Committee.
- ~~28.40 The CAP Committee may, in the course of its deliberations, conclude that application for Continuing Appointment is appropriate even in cases where a Probationary Member has not applied for Continuing Appointment. In such cases, the Chair, on behalf of the CAP Committee, shall write to the Member to inform him/her of the Committee's opinion.~~
- 28.4147 Within fifteen (15) days following completion of performance assessment, Continuing Appointment and Promotion considerations at the Library Committee, the Chief 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 probationary 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.

28.4248 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 Probationary 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.

28.4349 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.

28.4450 The granting of Continuing Appointment will be effective immediately following approval by the President. Promotion will be made the subject of formal notice to the Librarian Member concerned by the Chief Librarian immediately following approval by the President. The new rank will become effective the following July 1.

### **Appeals**

28.4551 Within fifteen (15) days of the date of issuance of the letter from the Chief 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.

28.4652 The appellant Librarian Member may request to see his/her Official File/~~Annex~~ Assessment File – and the signed ~~Assessment/Progress~~ Report(s) (as per Article 28.15) from the CAP ~~and Library~~ Committee(s). Letters from external ~~referees~~ assessors will be provided upon request; however, they shall be provided by the Chief Librarian without attribution and with any personally-identifying

information removed.

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

- 28.4753 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.
- 28.4854 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.
- 28.4955 The complete file shall include all of the same information considered by the Library Committee plus the Assessment/Progress Report and recommendation from the Library Committee.
- 28.5056 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 28.42 48 c). The Member may choose to be accompanied by a representative of the Association.
- 28.5157 The Library Appeals Committee may request the Librarian Member, his/her Manager, the Chair of the CAP Committee, the Chief Librarian or any other member of the CAP or Library Committees to appear before it.
- 28.5258 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

- 28.5359 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

- 28.5460 In addition to the annual assessment of performance of all probationary Librarian Members, the performance of all contractually limited Members shall be conducted on an annual basis. All Members holding Continuing Appointment 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.
- 28.5561 Each Librarian Member must submit his/her completed Performance Assessment Template ~~assessment file~~ 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.
- 28.5662 Failure to submit the completed Performance Assessment Template ~~assessment file~~ by August 15<sup>th</sup>, without prior approval from the Chief Librarian and Provost, will result in an unsatisfactory performance assessment.
- 28.5662.1 Notwithstanding the scheduling provisions outlined in 28.5460, subsequent to any assessment which is less than good ~~assessment~~ of a Librarian Member with Continuing Appointment in any category, that Member will be subject to an annual review of performance by the CAP Committee and Library Committee.
- 28.5763 The CAP Committee will assess each Librarian Member's performance and will complete an Performance Assessment/Progress Report for each Member who has been considered. The Performance Assessment/Progress Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Assessment/Progress Report will be sent to the Chair of the Library Committee.

- 28.5864 Following consideration by the Library Committee, the Chief 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.

### **Appeals of Performance Review**

- 28.5965 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.
- 28.6066 The appellant Librarian Member may request to see his/her Official File/Assessment File which includes the Annex and the signed Performance Assessment/Progress Report from the CAP Committee and Library Committee.
- 28.6167 The Library Appeals Committee may request the Librarian Member, the Manager, the Chief Librarian and any other member of the CAP or Library Committees to appear before it as part of the appeal process.
- 28.6268 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.
- 28.6369 The Librarian Member is entitled to be accompanied to the meeting of the Library Appeals Committee by a representative of the Association.
- 28.6470 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**

- 28.6571 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of the Article 40: Grievance and Arbitration.

### **Article 30 - Responsibilities of Veterinarians**

#### **AMEND TO READ,**

**NEW:**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”.

**NEW:**For the purposes of Articles 30 to 37 inclusive, Dean shall mean “Dean OVC” for issues relating to Veterinarians in the OVC or OVCHSC, or “Dean OAC” for issues relating to Veterinarians at the Regional Campuses.

- 30.1 Veterinarian Members have the right to know explicitly the guidelines and criteria which are used for review purposes.
- 30.2 Veterinarian Members ~~in the VTH and AHL~~ 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:

### **Article 31 – Workload and Hours of Work for Veterinarians**

#### **AMEND TO READ,**

31.12 Within ten (10) days of receipt of the decision from the Director, ~~an OVCTH~~ 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 for 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

### AMEND TO READ,

#### 33.1 Types of Appointment

There are three types of Appointments for Veterinarian Members:

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

#### 33.2 Contractually Limited Appointments:

- a) are Appointments established for a specific period of time, but shall not exceed a non-interrupted period of five (5) years;
- b) may be extended or renewed. However, the total length of the non-interrupted 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.

33.2.1 Once a Veterinarian Member has served a non-interrupted 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 a ~~Continuing~~ Probationary Appointment. In the case where the decision is to convert the position to Probationary, the Dean or VPR, on the recommendation of the Director, may recommend to the Provost that the current incumbent be appointed to the Probationary Appointment, without a search. The Provost's decision to appoint without a search will be final. ~~and a probationary review shall be conducted, in accordance with this Agreement.~~

#### 33.3—Continuing Appointments

- a) Continuing Appointment shall mean an appointment of a Veterinarian Member without term.
- b) Veterinarian Members given a Probationary Appointment will assume a Continuing Appointment following successful completion of a probationary review as per ~~this~~ 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.

- 32.1 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 and areas of competence required for, and responsibilities of, the position. The University will determine the qualifications and specific duties required to fill a vacancy.
- 32.2 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.
- 32.3 In conducting a search, the University shall advertise the position in publications determined as appropriate by the University.
- 32.4 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.
- 32.5 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**

- 32.6 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.
- 32.7 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.

- 32.8 The University will ensure that all members of the Search Committee have received orientation/training prior to the interview process commencing. No Member shall be required to participate in training more than once during the term of this Agreement.
- 32.9 The University will provide all candidates who are interviewed with the contact information for the Association.

### **Assessment Procedures**

- 32.10 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.
- 32.11 The evaluation and ranking of the candidates by the Search Committee will be in confidence and consistent with employment equity principles.
- 32.12 Where the Director determines it to be appropriate, the interview process shall allow for input by members of the unit.
- 32.13 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.

### **Letters of Appointment**

- 32.14 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;
  - b) salary;
  - c) type of appointment as defined in Article 33;

- 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.

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

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

**Article 33—Continuing Appointment and Promotion of Veterinarian Members**

**AMEND TO READ,**

~~33.1—Types of Appointment~~

~~———There are three types of Appointments for Veterinarian Members:~~

- ~~a) Contractually Limited;~~
- ~~b) Probationary Appointment; and~~
- ~~e) Continuing Appointment.~~

~~33.2—Contractually Limited Appointments:~~

- ~~a) are Appointments established for a specific period of time, but shall not exceed a non-interrupted period of five (5) years;~~
- ~~b) may be extended or renewed. However, the total length of the non-interrupted appointment may not exceed five (5) years;~~
- ~~e) 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.~~

~~33.2.1 Once a Veterinarian Member has served a non-interrupted 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 a Continuing Probationary. In the case where the decision is to convert the position to Probationary, the Dean or VPR, on the recommendation of the Director, may recommend to the Provost that the current incumbent be appointed to the Probationary Appointment, without a search. The Provost's decision to appoint without a search will be final. and a probationary review shall be conducted, in accordance with this Agreement.~~

~~33.3—Continuing Appointments~~

- ~~a) Continuing Appointment shall mean an appointment of a Veterinarian Member without term.~~
- ~~b) Veterinarian Members given a Probationary Appointment will assume a Continuing Appointment following successful~~

~~completion of a probationary review as per this Article 34.~~

- ~~e) 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.~~

~~—  
33.4 The process for the granting of Continuing Appointment, including the process for probationary review, shall be developed and agreed to by the Parties as per the Letter of Understanding—Career Progression and Peer Review for Veterinarians.  
—~~

~~—  
33.5 All Veterinarians with five (5) years or greater uninterrupted service at the time of ratification of this Agreement, shall be granted a Continuing Appointment. Approved Leaves are not considered an interruption of service.  
—~~

~~33.6 The Parties agree to study and develop proposals and recommendations regarding Career Progression for Veterinarian Members, which will include a consideration of a process for Promotion and/or a rank structure for Members as per the “Letter of Understanding—Career Progression and Peer Review for Veterinarian Members”.~~

## Article 34 - Continuing Appointment, Promotion and Review of Veterinarians

### AMEND TO READ,

- 34.1 This Article applies to Continuing Appointment, Promotion and Review decisions of Veterinarians who hold Continuing or Probationary appointments, and to Renewal decisions for Contractually Limited Veterinarians.
- 34.2 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.
- 34.3 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. ~~The Dean, OVC or Associate VP, Research will, on an annual basis, notify the Member that the Director is available for Mentoring.~~
- 34.4 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 Probationary Veterinarian Member to discuss the Member's progress towards and the possibility of application for continuing appointment and promotion.
- 34.54 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.
- 34.65 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 Sub-Article 30.2. 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.
- 34.6.1 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.

34.6.1.1 The provisions of 34.6.1 shall not apply to those Veterinarians hired on or before (date of signing this Agreement) or where Board Certification is not a requirement of the position .

34.7.2 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 probationary 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.

34.7.2.2 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 probationary 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.

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

34.8 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.

34.9 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.

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

34.10.1 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.

#### **Probationary Period**

34.11 The maximum duration of a Probationary 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 Probationary Appointment.

34.12 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**

34.13 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.

34.14 All Members are to be informed in writing by the Dean/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.

34.15 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), which will accompany the documents listed in the Member Template. Such Report shall form part of the Member's Assessment File.

34.16 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:

- a) a template in which each Veterinarian will document his/her life-time professional, scholarly and service contributions, activities, and accomplishments. The file will include, among other things, the Veterinarian's curriculum vitae, and in those cases where it is applicable a research and/or teaching/clinical dossier and the Director's Report.
- b) a template Assessment/Progress Report, on which the MCA Committee will report to the UCA Committee its overall assessment of the Veterinarian's performance.
- c) a template Assessment/Progress Report, on which the Director will provide to the UCA/MCA Committee a written review of the Member's performance. The written review shall focus on the effectiveness of the Member at meeting University established benchmarks (that have been promulgated) and the general competence with which the duties and responsibilities of the position are carried out;

### **Member Templates:**

#### 34.16.1 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. ~~The~~ 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.

#### 34.16.2 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 a research and/or teaching/clinical dossier.

#### **Continuing Appointment Committee Templates:**

#### 34.16.3 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.

#### 34.16.4 Performance Assessment – Non-Biennial Year:

(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.

#### 34.16.5 Probationary 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.

34.16.6 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.

34.16.7 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.

- 34.17 The MCA Committee Performance Assessment Report (per 34.16.3 and 34.16.4) 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.
- 34.18 All MCA Committee Progress Reports (as per 34.16.5) and MCA Committee Continuing Appointment and Promotion Reports (as per 34.16.6) 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.
- 34.19 The MCA Committee Promotion Report (as per 34.16.7) 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

34.20 Written opinions of the Member's activities, as outlined in his/her Position Description and consistent with Sub-Article 30, 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 OVCTH, 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 provided 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)**

34.21 The role of the MCA Committee shall be to:

- ~~a) assess the Veterinarian's performance and/or progress toward the conferral of Continuing Appointment and Promotion to Associate Veterinarian, or Promotion to Veterinarian;~~
- a) consider the report from the Director;
- ~~e) submit an Assessment/Progress Report, including any relevant recommendation, to the Chair of the UCA to be considered as input to the review and conferral of Continuing Appointment and Promotion considerations of the UCA Committee.~~
- 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 to the rank of Veterinarian.

34.22 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.

34.23 It is the responsibility of the Veterinarian to submit the completed file to the chair of the MCA Committee, or designate, by August 15<sup>th</sup>.

34.24 The chair of the MCA Committee shall ensure that documentation pertaining to the Veterinarian's assigned responsibilities and data regarding ~~benchmarks 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.

34.25 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)**

34.26 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 not inconsistent 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 ~~and recommendation according to the provisions in 34.41.~~

34.27 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.

34.28 The chairs of the UCA Committee will be responsible to ensure transfer of the complete file considered at 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.

34.29 The complete 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**

34.30 The Veterinarian's performance will be evaluated solely on the basis of:

- a) the material contained in the ~~Official or Annex~~ Assessment file, and therefore accessible to the Veterinarian Member prior to the meeting of the MCA Committee; and
- b) the judgment of the members of the Committee(s) bearing on matters of which they have direct knowledge.

34.31 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.

34.32 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;

34.33 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 OVCTH), or designate. One Veterinarian is elected in

November to the Nominating Committee for a two-year term by the Veterinarian Members.

- 34.34 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.
- 34.35 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.
- 34.36 Voting will be consistent with the following:
- i) 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.
  - ii) University Continuing Appointment Committee: There will be one vote at the level of the Chair. That is, for consideration of Members in the OVCTH, 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 OVCTH, the Dean shall cast a second, deciding vote and for consideration of Members in the AHL, the AVPR shall cast a second, deciding vote.
- 34.37 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.
- 34.38 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.

### **Performance Review, Continuing Appointment and Promotion Consideration for Probationary Veterinarians**

34.39 Each year, all probationary and multi-year Contractually Limited Veterinarians will submit a completed Progress Template assessment file to the chair of the MCA Committee according to the timelines indicated in this Article. by August 15<sup>th</sup>. The performance of all Probationary Veterinarians will be considered by the MCA Committee and the UCA Committee and feedback in the form of a ~~written Assessment/~~Progress Report will be provided by the Dean/AVPR to the Member and copied to his/her Director.

#### Granting of Continuing Appointment

34.40 The Director shall, prior to the submission of the assessment file to the Chair of the MCA Committee, meet with each probationary 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.

~~34.33 Failure to submit the completed assessment file to the chair of the MCA Committee by August 15<sup>th</sup>, without prior written approval from the Dean/Associate VPR and Provost, will result in an Unsatisfactory performance assessment and, in the final year of candidacy for Continuing Appointment, will result in the termination of the Veterinarian's Probationary Appointment.~~

34.41 Failure to submit the completed Progress Template (as per 34.16.1) to the Chair of the MCA Committee by the timelines 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.

34.41.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Veterinarian, failure to submit the completed Progress Template

(as per 34.16.1) to the Chair of MCA by the timelines indicated in this Article, without prior written approval from the Dean/AVPR and Provost will result in the termination of the Veterinarian Member's Probationary Appointment.

34.42 In the final probationary review, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Veterinarian will occur and the decision will be to either grant Continuing Appointment and confer Promotion to Associate Veterinarian or to not grant Continuing Appointment and terminate the Assistant Veterinarian's Appointment.

34.43 Further to Article 34.39, 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 15<sup>th</sup>. The information contained in Article 34.20 (f) (2, 3, 4 and 5) shall be provided by the Dean/AVPR 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> and must be accompanied by the Member's completed assessment file.

#### Promotion to Veterinarian

34.44 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, must shall be made in writing by the Veterinarian Member to the Dean/AVPR through the Chair of MCA by May 15<sup>th</sup>. The information indicated in Article 34.20 (f) (2,3,4 and 5) shall be provided by the Member to the Dean/AVPR 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**

34.45 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 ~~an Assessment/Progress~~ the appropriate Report (per Article 34.16) for each

Veterinarian who has been considered. The ~~Assessment/Progress~~ 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 ~~Assessment/Progress~~ Report and relevant recommendation will be sent to the chair of the UCA Committee.

~~34.37 The MCA Committee may, in the course of its deliberations, conclude that application for Continuing Appointment is appropriate even in cases where a Probationary Member has not applied for Continuing Appointment. In such cases, the chair, on behalf of the MCA Committee, shall write to the Member to inform him/her of the Committee's opinion.~~

34.46 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 probationary 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.

34.47 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 Probationary 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.

34.48 The UCA, at the same time, will forward to the Provost all

recommendations, along with full files and copies of all correspondence related to those recommendations.

34.49 The granting of Continuing Appointment will be effective immediately following approval by the President. Promotion will be made the subject of formal notice to the University Veterinarian concerned by the Dean/AVPR immediately following approval by the President. The new rank will become effective the following July 1.

### **Appeals**

34.50 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 to the chair of the UV Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.

34.51 The appellant Veterinarian may request to see his/her Official File/~~Annex~~ Assessment File – and the signed ~~Assessment/Progress~~ Report(s) from the MCA and UCA Committee(s). Letters from external ~~referees~~ assessors will be provided upon request; however, they shall be provided by the Dean/AVPR without attribution and with any personally-identifying information removed.

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

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

34.53 The membership of the UV Appeals 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 (one from AHL and one from OVC-HSC) elected for a two (2) year term by University Veterinarians.

- 34.54 The complete file shall include all of the same information considered by the UCA Committee plus the Assessment/Progress Report and recommendation from the UCA Committee.
- 34.55 The Veterinarian may choose to appear before the UV 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 X.42 e)~~. The Member may choose to be accompanied by a representative of the Association.
- 34.56 The UV Appeals 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 UCA Committees to appear before it.
- 34.57 The Provost/VPR may, where she/he considers it appropriate, extend the Veterinarian's probationary period to permit reconsideration of the case by the MCA Committee and UCA Committee.

#### **Decision of the President**

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

#### **Performance Assessment**

- 34.59 The following performance assessments which will be conducted in accordance with this process outlined in this Article:
- a) annual assessment of performance of all probationary 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 Members holding Continuing Appointment for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.

- 34.60 Each Veterinarian must submit his/her completed ~~assessment file~~ Performance Assessment Template to the chair of the MCA Committee by August 15<sup>th</sup>. The chair of the MCA Committee will provide a written reminder to each Veterinarian of the deadlines for submission of documentation.
- 34.61 Failure to submit the completed ~~assessment file~~ Performance Assessment Template by August 15<sup>th</sup>, without prior approval from the Dean/AVPR and Provost, will result in an Unsatisfactory performance assessment.
- 34.61.1 Notwithstanding the scheduling provisions outlined in 34.59, subsequent to any ~~assessment which is~~ less than 'Good' ~~assessment~~ of a ~~University~~ Veterinarian Member with Continuing Appointment, that Member will be subject to an annual review of performance by the MCA Committee and UCA Committee.
- 34.62 The MCA Committee will assess each Veterinarian's performance and will complete an ~~Performance Assessment/Progress Report~~ Performance Assessment/Progress Report for each Member who has been considered. The Performance Assessment/Progress Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed ~~Assessment/Progress Report~~ Performance Assessment/Progress Report will be sent to the chair of the UCA.
- 34.63 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.

### **Appeals of Performance Review**

- 34.64 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~~ "Good" may appeal to the chair of the UV Appeals Committee.
- 34.65 The appellant Veterinarian may request to see his/her Official File/~~Annex~~ Assessment File which includes ~~and~~ the signed Performance Assessment/Progress Report from the MCA Committee and UCA Committee.
- 34.66 The UV Appeals 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.

- 34.67 The Veterinarian who has received a performance assessment of less than good may choose to appear before the UV Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.
- 34.68 The Veterinarian is entitled to be accompanied to the meeting of the UV Appeals Committee by a representative of the Association.
- 34.69 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 when the Member's appeal was heard.

**Grievance**

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

**AMEND TO READ, Article 35 - Professional Development and Consultative Leaves For Veterinarians**

**AMEND TO READ, Short Term Professional Development Leave**

**AMEND TO READ, — ~~Consultative~~ 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 ~~Consultative~~ 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 ~~Consultative~~ 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:
- 35.5 Under circumstances determined by the operational needs and priorities of the ~~unit AHL or the VTH~~, the Director may delay the commencement of an approved Leave. Such delay, however, cannot be for a period exceeding two (2) years.

**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 a significant change in demand for services occurs, ~~leading to a closure of the service~~, which 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. Such Committee will be struck by the Provost and the Vice-President (Research). ~~The purpose of the Redeployment Committee, once struck, shall be to provide advice on measures needed to effect the reorganization, or respond to the change in demand for services, including redeployment or termination with severance.~~
- 37.2 The Redeployment Advisory Committee will be comprised of the Director, the Dean/AVPR, of VTH, the Director of AHL, and two Veterinarian Members with a Continuing Appointment, ~~from the Unit AHL and/or VTH~~, named by the Association.



37.11 The University shall give to each Veterinarian Member holding a Probationary or Continuing Appointment who is affected by a reorganization or a significant change in demand of service, leading to the closure of a service, leading to termination with severance: "..."

### **Article 38 - Academic Fraud and Misconduct**

#### **AMEND TO READ**

##### **Procedures**

38.3 NEW 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.

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

### **Article 39 – Discipline**

#### **AMEND TO READ,**

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

#### **Preamble**

39.1 A Member may be disciplined only for just cause and 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 be a disciplinary matter.

#### **Investigation**

39.4 The University may investigate any allegation which, if proven, would warrant taking disciplinary proceedings against a Member. Subject to 39.9, within ten (10) days after, 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. 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 which, if proven, would warrant disciplinary proceedings against the Member, subject to 39.9.1 below, the Member will be notified by the Dean, Chief Librarian or in the case of Veterinarians, Director, as promptly as is practicable of the reasons for, and the nature of, an investigative action being undertaken.
- 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. Any breach of the investigatory process does not result in the discipline being void. Rather, it is an issue to be considered by an arbitrator in terms of fashioning a remedy in the circumstances.
- 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 this time 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 39.9.1 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 in writing of the nature, substance, and scope of the investigation, including advising the Member of his/her right to seek assistance from the Association, and inviting the Member to respond to the allegation(s) by meeting or submission of materials, or both.
- 39.9.1 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 the University property or that the investigation may otherwise be jeopardized.

39.9.2 If the decision is made to withhold information under the terms of 39.9.1 above, the University shall notify the President of the Association immediately.

39.10 Members and the University shall maintain the confidentiality of the investigative process and its findings until the imposition of discipline, if any, unless the University has grounds to believe that such confidentiality may put a person at risk of significant harm. 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.

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 Notification under Article 39.11 above shall either advise the Member that discipline will not be imposed or shall invite the Member to attend a meeting, before the investigation is closed and before any discipline is imposed, to allow a Member to make submissions concerning the tentative results of the investigation or any proposed discipline.

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.

39.14 Once the investigation is concluded, the University will determine either that discipline will not be imposed, in which case the Member shall be so advised, or that the disciplinary process should continue.

### **Disciplinary Measures**

39.15 Disciplinary measures taken by the University against a Member are:

- 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 contain a clear statement of the reasons for taking the action and shall be clearly identified as a disciplinary measure.

39.17 A suspension with pay is the act of the University 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 and provides no right to another appointment. 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 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.

### **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 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 41 – Health and Safety**

##### **AMEND TO READ,**

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)...
- b)...
- c)...
- d)...
- e)...

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 maintenance and currency of an Asbestos Inventory and the establishment and maintenance and currency of a Chemical Inventory System.

g) The University shall establish and maintain Emergency Response Protocols. ~~EHS will assist Chairs in communication to affected persons and in adherence with appropriate procedures to follow.~~ The University shall provide, is will be accomplished by Deans/Chair providing to Security Services, an up-to-date contact list for of all Members and their workplaces of the department. This list will be updated on a semesterly basis, or as needed.

h) In keeping with the provisions of the Ontario Health and Safety Act, when circumstances require appointing a Member as a supervisor the

University shall appoint a competent Member with competence, as defined in the Act, to deal with the specific hazard at the specific location.

[new numbering to continue]

i)...

j)...

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 ~~determined~~recommended by the Central Joint Health and Safety Committee.

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 41.2b). Supervisors shall complete and remain current with Competent Supervisor and Due Diligence respect to the due diligence and competency 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.

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

### **AMEND TO READ,**

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 *Ontario Human Rights Code*, when it creates an intimidating, demeaning or hostile working environment. Harassment is defined as noted in Article 42.3.

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 ~~birth~~ origin, ethnic ~~or national~~ origin, citizenship (except for new Appointments as provided by law); or
- b) creed, ~~religious~~ or political affiliation or belief or practice; or
- c) sex, sexual orientation, gender ~~identity~~, physical attributes, marital status, or family status; or
- d) age; or
- e) physical or mental ~~illness or~~ 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 *Ontario Human Rights Code*, R.S.O. 1990, c. H.19 or other applicable legislation); or
- f) place of residence (see 42.7); or
- g) membership or participation in the Association.

42.8 The University shall ensure, in accordance with the Ontario Human Rights Code, that there shall be no systemic discrimination against Members through policies, procedures or practices that may lead to adverse, job related, consequences ~~if accommodating the individual does not cause the University undue hardship.~~

42.9 This Article shall not infringe upon the implementation of special measures designed to assist disadvantaged persons or groups to achieve equality opportunity, 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.

42.15 The Association shall be notified of all hate activities and crimes at the University, as identified by the Human Rights and Equity Office, and the nature of such acts.

42.16 Copies of all Formal Complaints made to the Human Rights and Equity



Office involving a Member shall be sent to the Member and to the Association upon receipt. ~~with the permission of the Member.~~ If appropriate, the complaint may be redacted by the Human Rights and Equity Office to retain confidentiality.

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

#### **AMEND TO READ,**

- 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 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 46 – Vacation and Holidays**

#### **AMEND TO READ,**

- 46.7 It is expected that a Member will take his/her vacation, in the year in which it is earned. However, a Member may 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. ~~Unless approved in writing by the Dean, vacation days carried forward must be used in the next immediate Academic Year.~~

## Article 48 – Compassionate Leave

### AMEND TO READ,

## 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 in respect of 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.

~~When there is a death or critical illness of an immediate family member, the University shall grant Compassionate Leave to a Member.~~

#### Process for Approval

48.2 Members requiring ~~Compassionate~~ Family Medical Leave shall notify the Dean, Chief Librarian, or in the case of Veterinarians, Director, or designate, as soon as possible, providing the ~~reasons for the Leave~~ the certificate (per 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, Chief 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 ~~in the case of personal illness for such grounds as, injury, or medical emergency, and the death, illness, injury, medical emergency of, or other~~ urgent matters relating to family members (per Article 48.4). The Member shall inform the Dean,

Chief 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, Chief Librarian, or in the case of Veterinarians, Director, receive pay during such leave under the terms of this Article 48.7.

## **Article 51 – Research Policies**

**AMEND TO READ,**

### **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.

### **New Sub-Article in 53 – Duration (To be numbered)**

**TO READ,**

The terms of this Agreement shall be in effect from July 1, 2011 to June 30, 2014.

**Sub-Articles not indicated herein (i.e. between 53.1 and 53.34) remain as per the current language of the Collective Agreement.}**

### **Compensation - 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) Competitive adjustment;

- c) Promotion increase, if any, applied to base salary;
- d) Annual Career Increment;
- e) Performance ~~Increment~~ Increase, if any, applied to salary.

53.4 (moved from 53.8) A Member’s starting salary shall be established on an individual basis through negotiation between the University and the Candidate; ~~however, no offer of a starting salary shall be below the floors set out above.~~ 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 53.4.1 (below), no Member shall be paid a salary below the floor for his/her rank.

53.4.1 (NEW) 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 above.

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

<i>Rank</i>	<i>2011/2012</i>	<i>2012/2013</i>	<i>2013/2014</i>
<b>Professor or Veterinarian</b>	89,601	91,169	92,992
<b>Associate Professor or Associate Veterinarian</b>	82,293	83,733	85,407
<b>Assistant Professor or Assistant Veterinarian</b>	77,827	79,189	80,773

53.6 The Salary Floor for Librarian Members shall be:

<i>Rank</i>	<i>2011/2012</i>	<i>2012/2013</i>	<i>2013/2014</i>
<b>Librarian</b>	75,524	76,846	78,383
<b>Associate Librarian</b>	67,479	68,660	70,033
<b>Assistant Librarian</b>	62,564	63,659	64,932

~~53.8—A Member's starting salary shall be established on an individual basis through negotiation between the University and the Candidate; however, no offer of a starting salary shall be below the floors set out above. 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 also be provided the contact information for the Association prior to signing of an agreement.~~

53.9 Cost of Living Increase

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

July 1, 2011: 1.50%

July 1, 2012: 1.75%

July 1, 2013: 2.00%

53.10 Competitive Adjustment Increase

In addition to Cost of Living Increase, the University in recognition of its lagging competitive position shall apply the following Competitive Adjustments to the base salary of each Member effective the dates set out below:

July 1, 2011: \$750

July 1, 2012: \$625

July 1, 2013: \$500

53.11 Faculty, Librarian and Veterinarian Members' base salaries as at June 30, 2011~~07~~ shall be used as the starting point for the application of the salary increases set out above.

### **Annual Career Increment**

53.12 Subject to 53.13 below, the base salary of each Member shall be increased as follows:

Effective July 1, 2011: \$2,100

Effective July 1, 2012: \$2,100

Effective July 1, 2013: \$2,100

53.13 Where a Member has been given a performance rating “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 53.12. The decision of the Provost is subject to the Grievance procedure.

53.14 A performance based recognition fund will be established and shall be allocated to base salaries on July 1<sup>st</sup>, 2011, July 1, 2012, and July 1, 2013 on the basis of performance evaluations for each Faculty, Librarian and Veterinarian Member as follows:

a) The performance increment pool shall be established by multiplying \$700 by the total number of all Members on July 1, 2011; by multiplying \$750 by the total number of all Members on July 1, 2012; and by multiplying \$800 by the total number of all Members on July 1, 2013.

b) All Members who are rated as Good or better in accordance with Articles 21, 28 or 34, shall receive a salary adjustment of \$450 in each year.

53.15 The remainder of the performance fund pool, after payment of the above noted amounts, 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 ~~Faculty, Librarian and Veterinarian~~ Members shall be added to determine the total of performance rating points;

Deleted:

d) the value of a performance rating point shall be determined by dividing the amount of the performance recognition pool remaining after adjusting the salaries of ~~Faculty, Librarian and Veterinarian~~ Members rated as 'Good' or better, as set out above, by the total of performance rating points;

e) each ~~Faculty, Librarian and Veterinarian~~ 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 ~~Faculty, Librarian and Veterinarian~~ 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.

53.16 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 Performance Review for Veterinarian Members.

53.16.1 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.

53.16.2 Performance increments shall be awarded by the Dean, Chief Librarian, or in the case of Veterinarians, Director, consistent with the procedures for Performance Review of Members in Articles 21, 28 or 34.

### Promotion

53.17 Faculty, ~~and Librarian~~ and Veterinarian Members promoted to the next higher rank shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of the difference between the Member's current salary and the new salary floor for the rank into which he/she is being promoted and one Annual Career Increment. Promotion Increases shall be awarded in addition to the Member's normal Cost of Annual Career Increment and Performance Increment awards.

### Overload Stipend

53.22 Faculty Members teaching overload courses shall receive a stipend of ~~\$7,500~~ \$8,000 for each ~~0.5 credit~~ course taught which 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.

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 Director of a School as of July 1, 2007~~11~~11, or subsequently become Department Chairs or Director of a School during the term of this Agreement, the amount of the Stipend shall be a minimum of ~~\$7,500~~ \$10,000. 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.

### Professional Development Reimbursement (PDR)

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

July 1, 2011: \$1700

July 1, 2012: \$1750

July 1, 2013: \$1800



53.34 ~~Eligible expenses are described in the University policy on Professional Development Reimbursement, and must be claimed in accordance with that Policy.~~

**NEW 53.34**

To be eligible for PDR for a particular year (May 1<sup>st</sup> to April 30<sup>th</sup>), Members must, as at September 15<sup>th</sup>, hold a

- i) Probationary or tenured/continuing appointment position; or
- ii) Full time e-Contractually limited appointment of one year or more.

PDR shall be prorated for new and resignations/retirements, in accordance with the number of months worked in that year.

NEW For Contractually limited Members and all other Members who are on an approved reduced workload which is NOT related to medical or human rights reasons, PDR shall be prorated in accordance with the Member's percentage workload.

NEW : 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.

NEW: 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:**

- ~~1. PDR funds will be distributed to Members as per the terms of this Article, annually to the Deans of Colleges, Directors of University Schools and the Chief Librarian on pro rata basis, calculated according to the number of persons eligible in each unit.~~
2. Each eligible ~~faculty member/librarian~~ Member is allotted the sum \$1,650 (effective each 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 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. The use of these funds must relate directly to the ~~faculty member's/librarian's~~ Member's teaching, research scholarship, service, or professional practice activities under his/her general University responsibilities.

3. Items purchased with these funds which have a continuing value remain the property of the University.
4. 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 faculty member/librarian;
  - 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 Revenue Canada.)
  - \*\*i) the cost of home internet provider services as an eligible expense subject to Canada Customs and Revenue Agency (CCRA) regulations.

### **Timing and payment of PDR:**

Due to administrative costs it is hoped that faculty members and librarians 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 a current year's full PDR may be carried forward to the next year so that a maximum of two 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 (\$3300 effective May 1, 2011 and \$3500 effective May 1, 2013) will be allocated to the Library's acquisition budget.

b) Each eligible ~~faculty member/librarian~~ 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 faculty members/librarians 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 two years for reimbursement. (Departments will maintain appropriate carry-forward records/receipts.)

d) Two or more ~~faculty~~ 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  $N \times \$PDR$  ( $N$  = the number of submitters)

e) Subject to the approval of the appropriate Department Chair or Supervisor, faculty members and professional librarians 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**

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

## Member Contributions

### 53.49 Schedule of Rate Changes

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

Date	Below YMPE	Above YMPE
July 1, 2011	4.8%	6.5%
July 1, 2012	5.8%	7.5%
July 1, 2013	7.3%	9.0 %

#### 53.49.1 Duration of Contribution Increases

The Parties agree that in the eventuality the Professional Plan reaches a 100% solvency funded position as determined by the Plan's actuary, or the Province exempts the University from solvency funding requirements, the Parties commit to meet to review, discuss, and agree, at that time to a sharing of normal costs. As well, at that time the University's share of total normal costs shall be no less than 55.5% of total normal costs (i.e., the University's share is 125% of employee contributions), unless mutually agreed otherwise by the Parties.

If no agreement on the sharing of normal costs occurs, then the matter shall be submitted for mediation.

## Early Retirement Provisions

53.50 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, 2013~~2~~ 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, 2013~~2~~.
  - ii. Effective for June 30, 2013~~2~~, for future pensionable service, remove all early retirement subsidies for members who terminate plan membership before age 55.

### **Plan Representation**

53.52 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.

53.53 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 57 – Research Ethics Appeal Board**

#### **AMEND TO READ,**

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.



**LETTER OF UNDERSTANDING #1**

**Re: 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

Alun Joseph  
Tracey Jandrisits  
Anthony Clarke  
Sherri Cox  
Rob Gordon  
Mike Ridley  
Erinn White

On behalf of the University of Guelph  
Faculty Association

James Mahone  
Susan Hubers  
Edward Carter  
Scott Colwell  
Bill Cormack  
Cathy Gartley  
Scott Gillies  
Herb Kunze  
Roselynn Stevenson

**LETTER OF UNDERSTANDING #2 – Teaching Workload Norms**

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

It is agreed by the Parties that, for the duration of this Agreement, the teaching workload norms in Departments/Schools shall be no more than those in effect as of the date of this Agreement. For the purpose of clarity, “teaching workload norms” is interpreted to mean the translation of percentage effort in the area of teaching to assigned workload in that area of effort. For example, if the “workload norm” in a particular Department is such that 40% effort in the area of teaching normally translates to the assigned teaching of x-number of course assignments/sections per academic year, then such “workload norm” (whereby 40% translates to x-number of course assignments/sections per year) shall remain in effect for the duration of this Agreement.

On behalf of the  
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**LETTER OF UNDERSTANDING #3**

**Distribution of Effort (DOE)**

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

Recognizing that by operation of this Collective Agreement, a Faculty Member's agreed upon DOE at time of signing will remain in effect until such time as any new DOE arrangements are agreed upon by the Faculty Member and the Dean, in accordance with the provisions of this Collective Agreement.

**LETTER OF UNDERSTANDING#4**

**Work Scheduling for Veterinarian Members**

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

It is agreed and understood that, with respect to Veterinarian Members, current work scheduling practices including hours of work, remuneration and provisions related to lieu time, emergency service and on call will continue.

On behalf of the  
University of Guelph

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## **LETTER OF UNDERSTANDING #5**

### **Career Progression and Peer Review for Veterinarian Members**

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

It is further agreed that:

1. ~~after the ratification of this Collective Agreement, the Parties shall establish a Committee forthwith. This Committee shall consist of three (3) representatives appointed by the Association and three (3) representatives appointed by the University;~~
2. ~~the Committee shall develop proposals and recommendations regarding career progression, which will include consideration of a process for Promotion;~~
3. ~~the Committee shall develop proposals and recommendations regarding the process for granting of Continuing Appointments and the review of Probationary Appointments for Members. Such recommendations will include mechanisms to facilitate structured peer review input;~~
4. ~~the Committee shall develop proposals and recommendations to refine the criteria for performance assessment of Members. Such recommendations will include mechanisms to facilitate structured peer review input;~~
5. ~~the Committee will submit its report, with recommendations, to the Provost and Vice President Research and to the President of the Association upon completion, which shall occur prior to the expiration of this Collective Agreement. If the parties are unable to agree on the issue of Career Progression and Peer Review for Veterinarian Members, the issue will proceed to interest arbitration.~~

**LETTER OF UNDERSTANDING #6 #3**

**Course/Teaching Evaluation**

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

The Parties agree that 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/Director will decide. The Provost will establish the protocol by which student evaluations are conducted.

The Parties further agree that the results of the evaluations, including both detailed comments and numerical ratings shall not be released publicly by the University.

On behalf of the  
University of Guelph

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**LETTER OF UNDERSTANDING #7-#4**

**Method of Nomination and Election of Members to Tenure and Promotion Committees**

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

The Parties further agree that the current practice, for the method of nomination and election of Members to Tenure and Promotion Committees, shall remain in effect.

On behalf of the  
University of Guelph

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## DELETE LETTER OF UNDERSTANDING #8

### *Letter of Understanding #8*

#### *Wage Equity Study*

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

- 1. — The Parties agree to establish a Wage Equity Committee at the beginning of the final year of this Collective Agreement. This Committee shall consist of four (4) representatives appointed by the Association, at least one of whom shall be female and another who shall be a visible minority, and four (4) representatives appointed by the University at least one of whom shall be female and another who shall be a visible minority. The Director of Human Rights and Equity shall act as a resource to the Committee.*
- 2. — Building on previous analyses, this Committee shall review salary patterns of Probationary, Tenured/Continuing Appointment and Contractually Limited Members to investigate differences in Member's salaries with respect to those in designated groups as identified by the Federal Contractor's Program. The determination of the process of comparison (regression analysis or otherwise) will be agreed upon by the Parties prior to the implementation of the Wage Equity Committee. The Parties agree to co-operate fully by provision of any information deemed necessary by the Committee.*
- 3. — The methodology shall include independent variables such as gender, highest degree, years since highest degree, years employed as a Member at the University of Guelph, age, rank, years in rank, College.*
- 4. — The analysis will be conducted and a report submitted by the Wage Equity Committee, with recommendations, to the Provost and the Association within six (6) months prior to the expiration of this Collective Agreement.*

**LETTER OF UNDERSTANDING #9 #5**

**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 Probationary, 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 #10 #6**  
**Voluntary Retirement of Members**

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

1. Voluntary Retirement under this Letter of Understanding applies to Tenured or Continuing Appointments.
2. Definition of 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 he/she turns age 65 or the end of the semester in which he/she turns age 65.
3. This Voluntary Retirement option may be available, subject to approval as outlined below, to eligible Members who are within ten (10) years prior to normal retirement age (i.e., between 55 and 65) and have at least ten (10) years of pensionable service at the date of retirement.
4. Each Member approved as per this Letter of Understanding will receive a one-time payment calculated as one month of current regular salary for each year of continuous full-time University service up to a maximum of twelve (12) months at the time of retirement. Application for Retirement must be received by June 30, 2012, at which point this Letter of Understanding expires.
5. Acceptance for the Voluntary Retirement requests is conditional upon ensuring operational and academic priorities can be achieved. The application by the Member requires signed support from the Department Chair/Director and signature approval by the Dean or Chief Librarian, with final approval by the Provost.
6. The actual date upon which the retirement will take place is subject to negotiation and final approval of the Dean, AVPR or Chief Librarian but all retirements must occur by January 1, 2013. All decisions will be irrevocable.

On behalf of the  
University of Guelph

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**AMEND  
TO DELETE LETTER OF UNDERSTANDING #11**

**Letter of Understanding #11  
Appointing of Committee Members for Examining Benefits and Cost Savings**

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

*The Association shall appoint three (3) persons, and the University shall appoint three (3) persons to a Committee. The Parties shall jointly name an external consultant who shall chair the group. The Committee shall study the current level of benefits and examine how cost savings can be realized. The University shall ensure that this Committee is adequately staffed and resourced.*

*Signed on this 31<sup>st</sup> day of March 2008,  
at Guelph, Ontario*

AMEND TO DELETE  
**Letter of Understanding #12**  
**Ethical Conduct For Research Involving Humans**

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

*It is understood between the Parties that:*

- 1. — the Tri-Council Policy Statement entitled Ethical Conduct for Research Involving Humans, hereafter referred to as the Tri-Council Policy Statement, applies to research on humans conducted by Members. In any dispute about the meaning or application of the Tri-Council Policy Statement, the full text of the Policy Statement, including the commentary, shall be the basis for any judgment.*
- 2. — the Research Ethics Board (REB) and the Appeal Board shall be established according to the requirements specified in the Tri-Council Policy Statement.*
- 3. — the REB shall not have, nor shall they assume, the power to recommend discipline, to impose sanctions or discipline, or to cause discipline to be imposed on Members, nor shall they have any power to cause to be placed in the Member's Official File any information related to the research proposal.*
- 4. — an Appeal Board shall have the power to review, amend, or reverse decisions of the REB. It shall not have, nor shall it assume, the power to recommend discipline, to impose sanctions or discipline, or to cause discipline to be imposed on Members, nor shall it have any power to cause to be placed in the Member's Official File any information related to the research proposal.*
- 5. — decisions of the REB and the Appeal Board regarding the ethical propriety of research proposals shall not be subject to grievance.*

*If the Parties are unable to agree within six (6) months of the ratification of this Agreement on the issue of the development and implementation of an appeals mechanism consistent with the Tri-Council Policy Statement for decisions of the Research Ethics Board, the issue will proceed to interest arbitration.*

**LETTER OF UNDERSTANDING #13-#7**

**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.

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**LETTER OF UNDERSTANDING #14- #8  
Human Rights and Health & Safety**

**AMEND TO READ,**

*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 is made pursuant to the Occupational Health and Safety Act, any such complaint investigations shall follow 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) when the complaint is Human-Rights based. The procedure for investigation, whether by FASR or HREO, shall be consistent with the formal procedure as outlined in the 2009 University of Guelph Human Rights Policies and Procedures and this Collective Agreement.

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**LETTER OF UNDERSTANDING #16 #9**

**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 ~~benchmarks 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 (i.e. not the Members ~~Assessment Continuing Appointment~~ File).

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## **NEW LETTER OF UNDERSTANDING #10**

### **Assignment of Teaching**

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

The Chair/Director shall circulate a memo to all Members in his/her Academic Unit which seeks input (within the Member's allocated teaching effort (DOE)) with respect to required/core courses the Member would like to teach and also which elective courses the Member may like to teach.

Members cannot claim ownership of a particular course.

Through consultations (e.g., circulation of draft teaching assignments) with Members of the Academic Unit (e.g., through the Curriculum Committee, Chair's Council), the Chair makes a recommendation to the Dean on teaching assignments noting, where applicable, issues which the Dean needs to resolve.

Consistent with the Articles of the Collective Agreement, the Dean shall finalize the teaching assignments. A copy of the final teaching schedule, inclusive of estimated student enrollment and teaching assistants support shall be provided to all Members in the Academic Unit as soon as is practicable after being finalized by the Dean.

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**NEW LETTER OF UNDERSTANDING #11**

**Vacation Carry Over**

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

Notwithstanding 46.7, a Member with a ~~may~~ carry forward up to forty-eight (48) days as of August 5, 2011 must file a plan with his/her Dean, detailing how he/she will use, during the life of this Agreement, the vacation days carried forward in excess of the maximum thirty (30) days carry-forward.

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**NEW LETTER OF UNDERSTANDING #12**

**Benefits**

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

To maintain the current yearly dollar-amount allocation for psychologists (i.e. \$300 per year); however, permit the coverage to also include counseling services, where provided by licensed practitioners accredited by a recognized College of Social Work or Clinical Counselor (certified by the Ontario Association of Consultants, Counselors, Psychometrists and Psychotherapists, Ontario College of Social Workers (OCSWSSW), American Association of Marriage and Family Therapists), effective as of August 5, 2011.

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**NEW LETTER OF UNDERSTANDING #13**

**Work Schedule for Veterinarians**

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

It is agreed and understood that, with respect to Veterinarian Members, as per Article 31, the University will consult with a Member prior to making significant changes to his/her work schedule ~~and/or hours of work~~. This consultation will occur at least thirty (30) days in advance, except in cases of emergencies. The University shall implement such changes fairly and equitably.

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**NEW LETTER OF UNDERSTANDING # 14**

**Jointly Sponsored Pension Plans**

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

The Parties agree to continuing discussions on Jointly Sponsored Pension Plans during the term of the Collective Agreement;

The Parties agree that there will be other Sub-Articles which will require editorial amendment as a result of the proposals for amendment indicated herein. In addition, that the language contained herein is based on principle and precise plan text language, consistent with these principles, will be provided by the Actuaries.

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**NEW LETTER OF UNDERSTANDING #15**

**Non-Pension Post Retirement Benefits**

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

Within three (3) months of the date of ratification, the Parties agree to strike a Committee to explore the feasibility of providing non-pension retirement benefits, which are cost-neutral to the University, to Members who opt to take the commuted value of their pension at time of termination. The Association shall appoint three (3) persons, and the University shall appoint three (3) persons to a Committee. As part of the feasibility exploration, the Committee shall study the level of benefits and associated costs. The University shall ensure that this Committee is adequately staffed and resourced.

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