



Collective Agreement

Between

The University of Guelph

And

The University of Guelph Faculty Association

Expires June 30, 2011

NOTE: While every effort has been taken to ensure the accuracy of this document, in the case of any difference between this web version and the actual signed agreement, the terms of the signed agreement will prevail.

TABLE OF CONTENTS

Article # and Name #	Page
1 Preamble	1
2 Definitions	2
3 Recognition	5
4 Administrative and Board Appointments	7
5 Management Rights	8
6 Association Rights and Privileges	9
7 Academic Freedom and Responsibilities	10
8 Conflict of Interest and Conflict of Commitment	12
9 Employment in External Remunerative Activities	15
10 Copies of the Agreement	17
11 Dues Check-Off	18
12 Joint Committee	19
13 Correspondence and Information	20
14 Member's Official File	23
15 Maintenance of the Scholarly and Professional Environment	27
16 General Liability Insurance	29
17 Working Conditions	31
18 Faculty Member Rights and Responsibilities	32
19 Faculty Appointments	40
20 Appointments of Chairs/Directors of Schools	47
21 Tenure, Promotion and Review of Faculty Members	52
22 Study/Research leave for Faculty	67
23 Overload Teaching	71
24 Transfers or Redeployment of Faculty Due to Academic Program Reorganization	72
25 Rights and Responsibilities of Librarians	74

26	Librarian Appointments	81
27	Administrative Appointments of Librarian Members	89
28	Continuing Appointment, Promotion and Review of Librarian Members	95
29	Study/Research Leave and Development Leave for Librarians	111
30	Responsibilities of Veterinarians	116
31	Workload and Hours of Work for Veterinarians	119
32	Appointments for Veterinarians	121
33	Continuing Appointment and Promotion for Veterinarian Members	124
34	Performance Review for Veterinarian Members	126
35	Professional Development and Consultative Leaves for Veterinarian Members	128
36	Paid Personal Leave for Veterinarian Members	130
37	Redeployment of Veterinarian Members Due to Reorganization	131
38	Academic Fraud and Misconduct	134
39	Discipline	136
40	Grievance and Arbitration	142
41	Health and Safety	148
42	No Discrimination and Harassment	151
43	Accommodation of Members with Disabilities	155
44	Maternity/Parental Leave	156
45	Leaves of Absence	160
46	Vacation and Holidays	162
47	Sick Leave	164
48	Compassionate Leave	168
49	Court Leave	169
50	Political Leave	170
51	Research and Animal Care Policies	171
52	Intellectual Property	172
53	Compensation	184
54	Reduced Workload	195
55	Financial Exigency	199
56	No Strike or Lockout	204
	Letters of Understanding	
	CUPE Local 3913, Unit 2 #1	206

Teaching workload Norms #2	207
Distribution of Effort #3	208
Work Scheduling for Veterinarians #4	209
Career Progression and Peer Review for Veterinarian Members #5	210
Course/Teaching Evaluation #6	211
Method of Nomination and Election of Members to Tenure and Promotion	212
Committees #7	
Wage Equity Study #8	213
Sick Leave #9	214
Voluntary Retirement of Members #10	215
Appointing of Committee Members for Examining Benefits and Cost #11	216
Savings	
Ethical Conduct for Research Involving Humans #12	217
Teaching for Professional and Managerial Staff #13	219
Human Rights and Health & Safety #14	220

Article 1 - Preamble

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

Article 2 - Definitions

Academic Year shall mean the period from September 1 to August 31.

Administrative Stipend shall mean compensation paid to a Member for assigned administrative responsibilities as Chair of a Department, Director of a School or, in the case of the Library, an administrative appointment such as Manager.

AHL shall mean the Animal Health Laboratory.

Association shall mean the University of Guelph Faculty Association (UGFA).

Bargaining Unit shall mean all persons represented by the Association, as defined by the Certificate of the Ontario Labour Relations Board, dated August 18, 2006, as may be amended by the Ontario Labour Relations Board or by the Agreement of the Parties.

Board of Governors or Board shall mean the Board of Governors of the University of Guelph as established by the University of Guelph Act, 1964, as amended from time to time.

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

Chair shall mean the duly appointed Chair of a Department or Director of a School.

College shall mean an Academic College as constituted by the Senate and the Board of Governors.

College Committee shall mean, for Faculty Members, the College Tenure and Promotion Committee.

Continuing Appointment shall mean an appointment of a Librarian or Veterinarian, without term.

Contractually Limited shall mean an appointment of a Member for a fixed term.

Day(s) or day(s) shall mean Monday through Friday, excluding statutory holidays and any other day the University is not open, unless otherwise specified in particular Articles of this Collective Agreement.

Department/School shall mean an Academic Department as constituted by the Senate and the Board of Governors.

Department Committee shall mean, for Faculty Members, the Department Tenure and Promotion Committee.

DOE shall mean Distribution of Effort

Faculty Member shall mean a Member of the Bargaining Unit who holds the rank of Assistant Professor, Associate Professor, or Professor.

Library shall mean all administrative units that report through to the Chief Librarian.

Librarian shall mean a Member of the Bargaining Unit employed as a Librarian and who holds the rank of Assistant Librarian, Associate Librarian, or Librarian.

Library Committee shall mean the Library Continuing Appointment and Promotion Committee.

Member shall mean any member of the Bargaining Unit.

Parties shall mean the Parties to this Collective Agreement, namely, the University of Guelph and the Association.

Probationary shall mean a Member appointment leading to consideration for the granting of Tenure or Continuing Appointment.

Provost shall mean the Provost and Vice-President (Academic) and the chief academic officer of the University.

Senate shall mean the Senate of the University of Guelph, as established in the University of Guelph Act, 1964, as amended from time to time.

Tenured shall mean an appointment of a Faculty Member, without term.

University shall mean the University of Guelph, as established by the University of Guelph Act, 1964, as amended from time to time.

Veterinarian shall mean a Member of the Bargaining Unit principally employed as a veterinarian at the University of Guelph.

VTH shall mean the Veterinary Teaching Hospital.

Article 3 - Recognition

- 3.1 The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit. The Bargaining Unit includes all persons employed by the University of Guelph in the City of Guelph, at the Kemptville campus in the Municipality of North Grenville, at the Ridgetown campus in the Municipality of Chatham-Kent, at the Vineland Research Station in the Town of Lincoln, at the Simcoe Research Station in the Town of Simcoe, and at the University of Guelph-Humber campus in the City of Toronto as Faculty Members (including Librarians), holding probationary or tenured appointments on either a full-time or a part-time basis, together with those holding contractually limited appointments, and all persons employed as Veterinarians in the AHL and the VTH, save and except:
- a) President, Provost, Vice-Presidents, Vice-Provost (Guelph-Humber), Associate Vice-Presidents, Assistant Vice-Presidents, Deans, Associate Deans, Assistant Deans;
 - b) Chief Librarian, Associate Chief Librarians;
 - c) Chief Information Officer;
 - d) Director of Teaching Support Services and the Director of the Arboretum;
 - e) Directors in all Administrative Units including, but not limited to, Real Estate, Hospitality Services, Office of Research, Student Affairs, Finance, and Administrative Services;
 - f) Directors in Laboratory Services Division (Analytical Services, AHL, Regulatory Services);
 - g) Director of the VTH;
 - h) Research Associates, Research Assistants, Post-doctoral Fellows;
 - i) Visiting Professors and persons, including Visiting Fellows, holding visiting appointments of one year or less, while on leave from

another university, institution, firm or government agency, unless they:

- 1) hold a faculty appointment at the University of Guelph;
 - 2) carry a full range of academic responsibility at the University of Guelph; and
 - 3) are on leave without salary from their home university, institution, firm or government agency.
- j) Emeritus Professors who do not otherwise hold an appointment in the Bargaining Unit;
- k) Retired faculty who do not otherwise hold an appointment in the Bargaining Unit;
- l) Adjunct Professors;
- m) Members of the Board of Governors;
- n) Persons who hold internships in the VTH; and,
- o) Persons for whom a trade union held bargaining rights at the University of Guelph as of the date of the application to the Ontario Labour Relations Board.

Article 4 - Administrative 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 5 - Management Rights

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

Article 6 - Association Rights & Privileges

Association Membership and Service

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

Space and Services

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

Release Funds

- 6.7 Current practice will continue for provision of release funds.
- 6.8 Work in any year by Members on the Association's Executive Committee, Council, or other committees or sub-committees, shall be recognized as Service.

Article 7 - Academic Freedom

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

nor does it diminish the obligations of members to meet their duties and responsibilities to the University.

- 7.6 The Parties agree to uphold and protect the principles of Academic Freedom as specified herein and take necessary steps to protect Members from harassment, threats, or abuse intended to limit or inhibit the exercise of Academic Freedom.
- 7.7 The exercise of Academic Freedom as per this Article shall not be grounds for disciplinary proceedings.

Article 8 - Conflict of Interest and Conflict of Commitment

Conflict of Interest

- 8.1 In this Article, *relationship* means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage, or common-law relationship, and any relationship of an intimate and/or financial nature during the preceding five years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.
- 8.2 An actual or apparent conflict of interest arises where a Member is in a situation where his/her financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University, or with the Member's participation in any recommendation or decision within the University.
- 8.3 A Member has a responsibility to ensure that conflict situations, wherever and whenever they arise, are identified and disclosed in writing to the Dean, Chief Librarian, or in the case of Veterinarians, Director.
- 8.4 The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict; to the Dean, Chief Librarian, or in the case of Veterinarians, Director, as soon as possible after becoming aware of it.
- 8.5 Following receipt of a notice of conflict, the Dean, Chief Librarian or in the case of Veterinarians, Director, shall determine in a timely fashion whether a conflict, actual or apparent, exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict.
- 8.6 Where a conflict of interest has been asserted by a third party, the Dean, Chief Librarian, or in the case of Veterinarians, Director, shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter. Following this, the decision shall be communicated immediately, in writing, giving reasons to the Member and, where appropriate, to any third parties.

- 8.7 No Member shall knowingly participate in any decision, including academic decisions, that directly and preferentially benefits himself/herself or any individual with whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in 8.1.
- 8.8 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family relationship.

Conflict of Commitment

- 8.9 With the acceptance of a full-time appointment at the University, a Member makes a professional commitment to the University. Members are expected to direct the primacy of their professional commitment to the University. Recognizing that external professional activities can bring benefits to, and enhance the reputation of, the University, and the capacity of Members, the University agrees that Members may engage in part-time professional activities, provided that such activities are not undertaken in conflict with this Agreement and do not conflict or interfere with the Member's responsibilities to the University as defined in this Agreement.
- 8.10 Members must refrain from any external activity which interferes with a Member's responsibilities to the University. A Member will not use his/her University position to promote and/or advance his/her private interests.
- 8.11 If a Member plans to undertake an external activity that may interfere with some of the aspects of the Member's University responsibilities, the Member must disclose and seek, in writing, prior approval from the Dean, Chief Librarian, or in the case of Veterinarians, Director. The disclosure shall be in writing and shall include:
- a) a full description of the nature of the work or activity;
 - b) an estimate of the time required to perform the work or the time period during which the work will be performed;
 - c) the extent, if any, of the use of University facilities, supplies, support staff or students;

- d) any other external activities that have already been approved in that year or that are continuing from an earlier year; and
- e) the impact the activity will have on Teaching, Scholarship, and Service responsibilities.

8.12 The request for approval will be considered as soon as possible and a decision will be rendered in writing within ten (10) days. If approval is denied, or offered only on conditions, the Member shall be provided with reasons in writing for the decision.

8.13 Whenever the significant external activities of a Member change materially, the Member is obligated to inform the Dean, Chief Librarian, or in the case of Veterinarians, Director, in writing. Members should disclose expected changes at least thirty (30) days before the activity is to commence and prior to the Member making a firm commitment to undertake the activities.

8.14 All information or reports disclosed in accordance with this Article will be confidential.

Article 9 - Employment in External Remunerative Activities

- 9.1 Probationary and Tenured Faculty Members are permitted to earn additional income from external activities, providing that all such activities are arranged so as not to conflict or interfere with their overriding commitment and primary professional loyalty to the University.
- 9.2 A Probationary or Tenured Faculty Member will be alert to the possible effects of his/her outside activities on their obligations to the University and is responsible for consulting with his/her Dean before becoming involved in any outside activity that could lead to a conflict or the appearance of a conflict in accordance with Article 8: Conflict of Interest and Conflict of Commitment.
- 9.3 Probationary and Tenured Faculty Members may engage for up to twenty-five (25) days per year in appropriate external remunerative activities such as consulting, private contract work, entrepreneurship, or teaching at another institution, provided that timing of these activities does not conflict with their assigned academic responsibilities.
- 9.4 The scheduling of external remunerative activities will be arranged with the Dean and, where a major commitment of time is anticipated, recorded in a written agreement. If this is an ongoing commitment, the agreement and arrangements will be reviewed annually.
- 9.5 In all cases, the Faculty Member will undertake to ensure that the external remunerative activities will not conflict with his/her primary commitments to Teaching, Scholarship and Service.
- 9.6 In special cases, external remunerative activities in excess of twenty-five (25) days per year may be requested and considered by the Dean. If there is an ongoing need for more than twenty-five (25) days, a part-time appointment or leave without pay will normally be appropriate.
- 9.7 By April 1 of each year, the Dean shall remind Probationary and Tenured Faculty Members of the requirement to complete a standard university form as per 9.8 below.
- 9.8 Before May 1 of each year, each Probationary and Tenured Faculty Member will inform his/her Chair whether or not he/she has been

engaged in external remunerative activities by completing a standard University form. For Faculty Members who have engaged in external remunerative activities, such form will indicate the nature and time devoted to these activities conducted within the previous calendar year.

- 9.9 The Faculty Member agrees that there will be no unapproved use of University facilities and/or resources associated with external remunerative activities. Such activities shall not use institutional facilities except for the library and/or a private office unless written approval of the Dean has been obtained. The Faculty Member agrees to pay for any University resources used in his/her external remunerative activities, such as computer time, laboratory equipment and supplies, telephone calls, secretarial services, reproduction services and outside mail services.
- 9.10 The Faculty Member agrees not to use the name "University of Guelph" or to identify him/herself as representative of the University of Guelph in such activities, without written permission of the Provost or designate.
- 9.11 The provisions of this Article shall apply *mutatis mutandis* to Librarians.

Article 10 - Copies of the Agreement

- 10.1 The University and the Association will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those Appendices which the University and the Association agree should be distributed.
- 10.2 Subsequent to ratification, the University and the Association shall cooperate in preparing four (4) original signed copies of the Agreement. The process shall not delay the implementation or signing of the Agreement.
- 10.3 Within sixty (60) days of the preparation of the four (4) original signed copies of the Agreement by the Parties, the University shall provide the Association with one copy of the Agreement for each Member at no cost to the Member or the Association. Any Member hired subsequent to initial distribution shall receive a copy of the Agreement at no cost to the Member or the Association.
- 10.4 The University shall provide the Association with one hundred and twenty-five (125) additional copies of the Agreement at no cost to the Association.
- 10.5 Within eighty (80) days of the preparation of the four original signed copies of the Agreement by the Parties, the University shall make the Agreement accessible in electronic form on the web.

Article 11 - Dues Check-Off

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

Article 12 - Joint Committee

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

Article 13 - Correspondence and Information

- 13.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement, or incidental thereto, shall pass between the Provost and the President of the Association, or their designates. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal mail service.
- 13.2 The University shall provide the Association with the following information in a mutually agreed-upon paper or electronic format:
- a) by the end of the calendar year, an annual list containing the name, category of appointment, rank, year of appointment to current rank, birth date, University address, gender, salary, Department, highest degree obtained, and year of highest degree;
 - b) by the end of each semester, a list of the names of all Members whose employment has been terminated, the dates of such terminations and the categories of terminations, such as, but not limited to dismissal, expiration of contract, death, resignation or retirement;
 - c) no later than thirty (30) days following the appointment of a new Member, a list containing the name, category of appointment, rank, salary, birthdate, gender, Department, DOE and University address of such member;
 - d) by July 1st of each year, an annual list of the names and new ranks of Members who have received Tenure and/or Promotion and the effective date of such Tenure/Promotion;
 - e) by the end of the calendar year, an annual list of all Members who are on Leave during the present Academic Year and the type of Leave they are on;
 - f) by February 1st, an annual list of all credit courses taught by Members and non-Members for the preceding Academic Year, with the following information identified: course number, semester of the class, name of the instructor(s), number of students

in the class; and

- g) within ten (10) days of posting, copies of advertisements for external searches.

13.3 The University shall provide to the Association the following information within one month of the information becoming available to the body or agent which normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University website to which the Association has access:

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

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

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

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

- 13.5 It is agreed that there may be additional information needs identified between the Parties. Such additional needs will be discussed through Joint Committee, and the Parties will attempt to mutually agree on what information is required and the dates on which such information might be provided.
- 13.6 Unless otherwise provided by this Agreement, the University's internal mail shall be deemed adequate for correspondence between the Association and the University.

Article 14 - Member's Official File

General

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

Contents

- 14.4 The Official File of each Member shall contain only materials pertaining to the employment of the Member.
- 14.5 The documents and materials retained may include, but are not limited to, materials such as:
 - a) Member's curriculum vitae, supplied by the Member, as updated from time to time;
 - b) university transcripts;
 - c) Member's Letter(s) of Appointment;
 - d) salary and work history;
 - e) documentation arising from the application of the provisions of Article 39: Discipline;
 - f) assessments of Members;
 - g) signed letters of commendation or complaint;

- h) decisions and recommendations together with reasons arising from human resource decisions;
 - i) DOE and/or position description, if applicable;
 - j) correspondence; and
 - k) copies of materials reflecting professional development and achievement.
- 14.6 With the exception of aggregated student surveys/evaluations, including but not limited to course evaluations, and subject to Article 14.14, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member.
- 14.7 A Member shall be notified in writing of any addition to, or removal from, his/her Official File, excluding routine financial information and material added pursuant to routine file maintenance carried out in the office where the file is maintained. Such notification shall occur within twenty (20) days of such addition or removal.
- 14.8 Any material removed from Official Files must be retained by the University for forty (40) days from the date that written notification is sent pursuant to Article 14.7. The University shall consider requests of Members for such material.

Access and Rights

- 14.9 Members have the right to examine, after giving two days' notice, the entire contents of their Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Dean, Chief Librarian, or in the case of Veterinarians, Director. Members may be accompanied by a colleague or an Association representative. Members shall not remove their Official File, or parts thereof, from the office where it is held, nor shall Members annotate, or in any way alter, the Official File during this examination.

- 14.10 A Member shall have the right to have included in his/her Official File, his/her written comments on the accuracy, relevance, meaning, or completeness of any of the contents of his/her Official File. These comments may include supplementary documents considered relevant by the Member.
- 14.11 A Member may request, in writing to the Dean, Chief Librarian, or in the case of Veterinarians, Director, the removal from his/her Official File of any material which the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 14.12 The Dean, Chief Librarian, or in the case of Veterinarians, Director shall decide within twenty (20) days whether or not to remove the impugned material. For any impugned material not removed, the Dean, Chief Librarian, or in the case of Veterinarians, Director, shall render a decision in writing, stating the reasons for the decision.
- 14.13 A Member may, upon written request, obtain a copy of any document in his/her Official File. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for copies shall not exceed the per-page charge routinely levied for photocopying at the University.

Release of Information

- 14.14 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Member concerned, except when required:
- a) for official University administrative purposes;
 - b) for Grievance and Arbitration purposes;
 - c) by this Agreement; or
 - d) by law.

14.15 Access to the contents of an Official File, for official University administrative purposes, for Grievance and Arbitration purposes or as allowed by this Agreement, shall be accompanied by a formal statement informing those concerned of the confidential restrictions on the use of the File. Access to the contents of an Official File in the case of Article 14.14 (d) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted by the Provost, or designate. The University shall notify the Member concerned stating the person or persons granted access and the legal reason for granting this access, unless such notification is prohibited by legal statute.

Assessment Files

14.16 Any files and associated materials created for assessment purposes shall be deemed to be an annex to the Official File.

14.17 Until documents are placed in the Official File, they shall not be used for assessment or evaluation of a Member.

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

14.19 All assessments concerning the evaluation of a Member shall be in writing, be signed and included in the Official File or Annex and be made available to the Member.

Article 15 - Maintenance of the Scholarly and Professional Environment

Faculty

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

Librarians

- 15.3 The University agrees that the work performed by Librarians is essential to the success of the Library in meeting its academic mission. Librarian Members play a critical role in 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; fostering consortia and partnership initiatives; and strategic planning and goal setting within the Library and affiliated Units.
- 15.4 While portions of the work of Librarian Members may be carried out by others, the complete scope of responsibilities (Professional Practice, Scholarship and Service) as outlined in Article 25: Rights and Responsibilities of Librarians shall only be assigned to Librarian Members. This clause does not apply to the Chief Librarian and Associate Chief Librarians.

Veterinarians

15.5 The University agrees that the work performed by Veterinarian Members is of central importance to the success of the AHL and VTH. Veterinarian Members provide a range of clinical and professional services to the 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 16 - General Liability Insurance

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

employment responsibilities, and finally acquitted, or if the charge is dismissed, he/she shall be indemnified for the necessary and reasonable costs incurred in the defense of such charges.

Article 17 - Working Conditions

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

Security

17.2 The University shall consider and respond in a timely manner to personal security concerns that a Member or the Association brings to the University's attention.

17.3 The Joint Committee shall discuss measures to deal with issues surrounding personal security brought to it by either Party.

Facilities

17.4 The University undertakes to provide a reasonable level of facilities and support services consistent with a Member's responsibilities, which include, but are not limited to: suitable office space and furnishings; a telephone; mail, and access to photocopying services and basic office supplies.

17.5 The University shall not be responsible for telephone charges other than those associated with assigned responsibilities.

17.6 Any reassignment or alteration of work space shall be discussed with the Member directly affected as soon as the need for reassignment or alteration has been determined.

Article 18 - Faculty Member Rights and Responsibilities

General

Duties

- 18.1 The duties of Members shall be an appropriate combination of Teaching, Scholarship and Service.
- 18.2 A Faculty Member shall have Academic Responsibilities in each of the three areas as described in 18.5 to 18.9 of this Article, unless there is a written agreement between the Dean and the Faculty Member to the contrary. Any such agreement shall be consistent with the provisions of this Collective Agreement.
- 18.3 In fulfilling their Academic Responsibilities, Faculty Members are expected to adhere to regulations of Senate.
- 18.4 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Faculty Member or his/her Chair. In cases of disagreement between the Faculty Member and his/her Chair, the Dean or designate will decide, communicating his/her decision to the Faculty Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 18.5 A Faculty Member's responsibilities in the area of Teaching include some or all of the following:
 - a) making available to students knowledge of the current state of the discipline;
 - b) participation in the design of the courses and programs of the University;
 - c) performance of assigned teaching responsibilities;
 - d) assessment of the academic work of students;

- e) being available to students for consultations and academic advising;
- f) being available as a supervisor and/or academic advisor to students who are engaged in research and in the preparation and defense of theses or project reports; and
- g) if applicable, supervision of teaching assistants.

18.6 A Faculty Member's Responsibilities in the Area of Scholarship include some or all of the following:

- a) the creation of new knowledge, understandings, or concepts;
- b) creative application of existing knowledge;
- c) the organization and synthesis of existing knowledge;
- d) creative expression.

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

18.8 Each Member shall be entitled to, and expected to, engage in, and have time available for, research, creative and scholarly activities. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of such work accessible to the scholarly and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.

18.9 A Faculty Member's Responsibilities in the Area of Service:

- a) Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies; for example, Department, College and Senate committees. Where

participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent. The Dean shall make every effort to ensure that Service commitments are equitably shared.

- b) Members have the right to participate in the work of learned societies, relevant community service organizations, and professional organizations. A Member's service to such societies and associations shall be considered in the assessment of their service responsibilities, and shall be treated in the same way as similar duties performed within the University.

18.10 The University shall make available transportation, at no charge, to any Member who is assigned duties at the University of Guelph-Humber.

Distribution of Effort (DOE)

18.11 A DOE for each Member shall be defined in his/her Letter of Appointment and as mutually negotiated in any subsequent agreements documented in the Member's Official File. The DOE defines the relative effort with respect to activities undertaken in fulfillment of his/her academic responsibilities in the areas of Teaching, Scholarship and Service.

18.12 The DOE shall be the basis for the assignment of duties. The translation of DOE percentages into Teaching and Service assignments, while it may vary from Department to Department, must be clearly delineated for the Members of each Department. DOE may only be modified through negotiation and agreement of the Dean and the Member.

18.13 Unless otherwise agreed to in writing by the Dean and the Faculty Member, the default DOE shall be forty percent (40%) teaching, forty percent (40%) Scholarship, and twenty percent (20%) Service.

Amendments to DOE

- 18.14 The DOE of a Faculty Member who is a Chair of a Department shall be adjusted at the time of the administrative appointment to recognize the adjusted proportion of Service.
- 18.15 A discussion regarding a change to a Faculty Member's percentage effort in Teaching, Scholarship and/or Service may be requested by one or more of the Faculty Member, the Chair, and his/her Dean. Each Faculty Member may request a meeting with his/her Chair to review his/her DOE. The meeting shall take place within fifteen (15) days of receipt of the request, or at a mutually agreed upon time.
- 18.16 Any arrangements which alter a Faculty Member's agreed upon DOE must be by mutual agreement, and shall be in accordance with the Faculty Member's career development within the context of Department operational requirements, and consistent with the provisions of this Agreement. It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Teaching, Scholarship and Service and shall not alter the percentage workload of a Faculty Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointment.
- 18.17 Following the meeting in 18.15, the Chair shall provide the written request for amendment to the Dean. The Dean, in consultation with the Chair, will decide whether to approve the request for amendment to the Faculty Member's DOE. Within fifteen (15) days of receipt of the request, the Dean will notify the Faculty Member in writing of the decision and in the event of a negative decision will include reasons. Within ten (10) days of receipt of the decision from the Dean, a Faculty Member may appeal the decision of the Dean to the Provost. The Provost shall notify the Faculty Member and Dean in writing, with reasons, of his/her decision.
- 18.18 A change to a Member's DOE will only be made with the consent of the Member.

Workload:

- 18.19 In recommending/determining a Member's teaching workload, the Chair and Dean shall use a fair, equitable, and transparent method. A Faculty Member's teaching assignments may vary from year to year in recognition of the needs of the University and when possible to reflect the interest and teaching strengths of the Faculty Member. These variations will be taken into account by the Dean when approving teaching assignments. The Dean will ensure that the teaching assignments of Faculty Members are as fair and equitable as is reasonably possible, both within the academic unit and across the College.
- 18.20 The Dean, or designate, on the recommendation of the Chair, shall confirm the Member's assigned teaching, including Distance Education courses, in writing at least twelve (12) months in advance of the commencement of the assigned teaching. Any change in a Member's assigned teaching, made less than twelve (12) months in advance of the commencement of assigned teaching, shall take place only when a significant change in circumstances has occurred, and in consultation with the Member.
- 18.21 The University recognizes that the development of a Distance Education course is inherently more complex than a classroom based course. No Member shall be assigned the development of a Distance Education course without his/her consent. When development of a distance education course is part of the assigned workload of a Member, a written statement of the equivalency will be provided, in advance, and the credit given shall be, at least, equivalent to the credit value of the course.
- 18.21.1 In assigning the teaching of a Distance Education course, the Dean shall take into consideration this complexity and the potentially greater level of preparation required for a Distance Education course when assigning the Member's overall teaching workload. The Dean will also take into consideration

the amount of technical support required. In all instances, a written statement of the equivalency of the Distance Education course to a classroom based course will be provided in advance by the Dean. Teaching of a Distance Education course shall be considered equivalent to teaching of a classroom based course of the same credit weighting.

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

18.21.3 The weighting of a Distance Education Course for the purposes of Promotion and Tenure and Performance Assessment considerations shall be the same as a classroom based course.

18.22 Unless indicated in the Letter of Appointment or through mutual agreement of the Faculty Member and the Dean, no Member shall be assigned teaching responsibilities at the Regional Campuses and/or Guelph-Humber.

18.23 Assigned Service shall take into account a Faculty Member's total service commitments (Department, College, University and External). A Member serving on an external agency or with extraordinary scholarly or contractual commitments may request an adjustment to his/her DOE.

18.24 When the University requests, and the Member consents, to perform significant administrative duties or services, there shall be an adjustment in the Member's DOE commensurate with the additional administrative responsibilities.

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

Procedures for Assigning Workload

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

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

Research and Development Semester

18.28 A Faculty Member holding a Full-time Tenured, Probationary or Contractually Limited appointment of one or more years and who has assigned teaching responsibilities for two semesters in an Academic Year, will devote a third semester to research and scholarly activities.

18.29 By mutual agreement, and subject to 18.30, the Faculty Member and the Dean may choose to reschedule the timing of a Research and Development Semester so that teaching occurs in three (3) semesters.

18.30 A Faculty Member may not be assigned teaching responsibilities for more than four (4) consecutive semesters or have more than two (2) consecutive semesters entirely as Research and Development Semesters.

18.31 In the case of a Faculty Member who plans to be absent during the Research and Development Semester, it will be the joint responsibility of the Chair and the Faculty Member to ensure that arrangements have been made for the conduct of all normal responsibilities, including the supervision of any student or students for whom the Faculty Member is responsible. If the arrangements cannot be made to the satisfaction of the Chair and Faculty Member, the matter will be referred to the Dean for resolution.

18.32 The Dean, upon recommendation of the Chair, will approve the scheduling of the Faculty Member's Research and Development

Semester.

- 18.33 Approved Leaves of Absence (e.g. Parental Leave, Study/Research Leave) will not result in any change to the normal scheduling of the Faculty Member's responsibilities. The normal pattern of the Faculty Member's Research and Development semesters will continue in the Faculty Member's absence.

Article 19 - Faculty Appointments

Definitions

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

Ranks

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

Contractually Limited Positions

- 19.5 For Contractually Limited Appointments, at the end of five (5) years, the University will decide to terminate the position or convert the position to 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.

Search Committee

- 19.6 The University will decide when there is an open position and will determine whether a search will be conducted external and/or internal to the University. Through consultation with Department Members, the Dean will determine the qualifications and specific duties required to fill a vacancy. For Appointments

spanning more than one Department, input on qualifications and duties may be sought more broadly and Search Committees will be constituted to reflect the scope of the position.

- 19.7 Subject to Article 19.5 all vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.
- 19.8 In conducting an external search, the University shall advertise the position in the *CAUT Bulletin* and/or associated websites and other publications determined as appropriate by the University.
- 19.9 The information to be provided in the advertisement shall include, but not be limited to:
 - a) the type of Appointment, as defined in this Article;
 - b) the qualifications, education, and skills required;
 - c) where applicable, rank;
 - d) any applicable equity provisions; and
 - e) the University of Guelph's employment equity statement.
- 19.10 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean and the Provost that the candidate be appointed without an external search.
- 19.11 The Search Committee will be an *ad hoc* committee whose final membership must be approved by the Provost.
- 19.12 The Search Committee shall normally consist of: the Chair; three (3) Members from, and elected by, the Department; and up to two (2) persons appointed by the Chair. At least two (2) of the three (3) elected Members must hold tenure.
- 19.13 For joint appointments, the Search Committee shall normally consist of: the Chair of the major Department; three (3) Members from, and elected by, the major Department; and up to two (2) persons appointed by the Chair. At least two (2) of the three (3) elected Members must hold tenure.

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

Candidate Assessment Procedures

- 19.21 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 19.22 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Dean with a recommended short list of candidates to be interviewed.
- 19.23 The Dean shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 19.24 The Dean shall facilitate the seeking of input from members of the Department.
- 19.25 After interviewing the short-listed candidates, the chair of the Search Committee shall make written recommendation(s) to the Dean. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Search Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 19.26 While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The Dean and Provost have the option of continuing the search.

Letters of Appointment

- 19.27 All offers of Appointment shall be issued by the Dean (following approval by the Provost), and will include, but not be limited to, the following:
- a) date of commencement and, where appropriate, date of termination;
 - b) rank;

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

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

Joint Appointments

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

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

19.31 The major Department shall be responsible for managing the joint assessment of performance and where applicable, the

Tenure and Promotion considerations, with input from the other Department.

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

Article 20 - Appointments of Chairs/Directors of Schools

Chairs/Directors of Schools

- 20.1 For the purpose of this Article, Chair shall mean Chair of Department or Director of School. This Article does not apply to the VTH, AHL or the Library.
- 20.2 A Chair shall be a tenured Member. Accountable to the Dean, the Chair is responsible for the orderly, effective, efficient and collegial operation of his/her Department. The Chair has overall responsibility that Department practices and processes are formulated, promulgated and followed, and that College and University policies and procedures are followed.
- 20.3 The Chair, through mentoring and facilitation, supports individual members of his/her Department in the fulfillment of his/her assigned responsibilities.
- 20.4 The Chair, through consultation with members of the Department formulates recommendations concerning policy, or the matters of interest to the Department, and such recommendations shall be directed to the Dean.
- 20.5 The other responsibilities of the Chair are those assigned to the Chair in this Agreement and in the Letter of Appointment.

Terms of Appointment of a Chair

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

- 20.8 The DOE of a Member who is appointed as Chair shall, after discussion with the Dean, be adjusted to reflect the percentage allocation to Service.
- 20.9 In the event a Chair is going to be absent from campus for a period of less than one (1) month, the Chair may recommend, and the Dean, at his/her discretion, may appoint, an Acting Chair.
- 20.10 In the event a Chair is going to be absent from campus for a period of one (1) month or longer, the Dean will appoint an Acting Chair who will be provided an administrative stipend for the period of the Acting appointment, on a pro-rata basis as per Article 53: Compensation.

Renewal for a Second Five (5) Year Term

- 20.11 An incumbent Chair may indicate, in writing, to the Dean, an interest in being considered for renewal for a second term as Chair at least six (6) months prior to the anticipated end of his/her term as Chair.
- 20.12 The Dean will seek input from Department members and facilitate input from members of the University community with respect to the renewal consideration. The Dean shall then decide whether to recommend the reappointment of the Member to the position of Chair.
- 20.13 The Dean will make his/her recommendation to the Provost. If the Provost decides the incumbent Chair will not be renewed, a Search Committee will be struck.

Search Committee

- 20.14 At the time of a search for a Chair, the Dean, in consultation with the Provost, shall convene a Search Committee.
- 20.15 The composition of the Search Committee shall be:
- a) two (2) Members designated by the Dean from outside the Department, one (1) of whom must be a Department Chair;

- b) two (2) non-Members affiliated with the Department, designated by the Dean;
- c) three (3) Members elected by the Department. At least two (2) of the three elected Members must hold tenure; and
- d) the Dean, who will act as chair.

20.16 The Dean, in consultation with the Search Committee, may recommend to the Provost that an internal search be conducted.

20.17 If conducting an external search, the University shall advertise the position in the *CAUT Bulletin* or associated website, *University Affairs*, and other publications as determined by the University.

Assessment Procedures

20.18 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a recommended short list of candidates to be interviewed. The Dean and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.

20.19 The evaluation and ranking of the candidates by the Search Committee will be confidential.

20.20 The Dean will seek input from Department members and will facilitate input from members of the University community.

20.21 After interviewing the candidates, the Dean, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The Dean and Provost have the option of continuing the search.

Transition Leave

20.22 Upon completion of five (5) years or more in the position of

Chair, the Member is eligible for two semesters of Transition Leave. However, the Chair is entitled to request Transition Leave with salary for up to one (1) of these semesters during a term of Appointment. If a Leave of more than one (1) semester is required during a term of Appointment, the incumbent will be expected to resign from his/her administrative appointment. A period of Transition Leave, at the end of the term of the appointment, is not considered to be part of the term of the appointment.

20.23 Transition Leave is intended to provide a Chair with sufficient time to re-establish or enhance his/her research and/or teaching skills to prepare him/her for return to the professoriate. So long as recognized scholarly objectives are being sought, both study and research activities, whether singly or in some combination, should be regarded as eligible to satisfy the purposes of the Transition Leave.

20.24 Transition Leave will be paid leave.

20.25 The two semesters of Transition Leave shall be continuous unless combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities. Transition Leave shall normally commence on either September 1 or January 1, immediately following the completion of the term of Chair, except by mutual agreement of the Member and the Dean.

20.26 A period of Transition Leave can be combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities, during which time no teaching is assigned, as long as the total period does not exceed twelve (12) months, except by mutual agreement of the Member and the University.

20.27 Credited service toward eligibility for Study/Research Leave will be accumulated at the rate of one semester of credited service for each year served as Chair.

20.28 An appointment to Chair of less than five (5) years or a part-time

appointment as Chair will accrue entitlement to Transition Leave on a pro rata basis.

20.29 A written request for Transition Leave will be made to the Dean and will include:

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

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

Article 21 - Tenure, Promotion and Review of Faculty Members

- 21.1 This Article applies to Tenure, Promotion and Review decisions of Faculty Members who hold Tenured or 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. The Dean will notify the Member, on an annual basis, that both he/she and the Chair are available for Mentoring.
- 21.4 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 fair and equitable.
- 21.5 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.
- 21.6 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.

- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 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.
- 21.11 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.

Probationary Period

- 21.12 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.

21.13 The maximum length of the Probationary period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

Guidelines and Documentation Templates For Assessment Purposes

21.14 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.

21.15 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.

21.16 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:

- a) A template in which each Faculty Member in that College will document his/her relevant life-time scholarly contributions, activities, and accomplishments. The file will include, among other things, the Faculty Member's Curriculum Vitae; information about Teaching, Scholarship, and Service; and publication reprints.
- b) A Department Committee Assessment/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.

External Assessors

21.17 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.

Department Tenure and Promotion Committee

21.18 The role of the Department Tenure and Promotion Committee shall be to:

- a) assess the Faculty Member's performance and/or progress toward the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor;
- b) submit an Assessment/Progress Report, including any relevant recommendation, to the Chair of the College Tenure and Promotion Committee to be considered as input to the Review, Tenure and Promotion considerations of the College Tenure and Promotion Committee.

21.19 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.

21.20 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.

21.21 The Chair shall ensure that documentation pertaining to the Faculty Member's DOE, and teaching/course evaluations are properly included in the Member's file prior to the commencement of the deliberations process.

21.22 The Chair shall ensure that members of the Committee are provided with the relevant Tenure and Promotion Guidelines document.

College Tenure and Promotion Committee

21.23 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) submit positive recommendations for the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor to the President for decision;

- g) submit all recommendations to the Provost;
- h) issue a letter to the Faculty Member communicating the College Committee's assessment and recommendation according to the provisions in 21.39.

21.24 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.

21.25 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.

21.26 The complete file shall include all of the same information considered by the Department Committee plus the Assessment/Progress Report from the Department Committee. The Assessment/Progress Report 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.

21.27 It is the responsibility of the Dean to ensure that external assessment letters are included in the Faculty Member's file prior to the commencement of the deliberations process.

Committee Mode of Operations

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

- a) the material contained in the Official or Annex 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.

21.29 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.

21.30 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

21.31 Each year, Probationary Faculty Members at any rank, and multi-year Contractually Limited Faculty Members will submit a completed assessment file 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.

- 21.32 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.
- 21.33 Failure to submit the completed assessment file to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in an “Unsatisfactory” performance assessment, and, in the final year of candidacy for Tenure and Promotion to Associate Professor, will result in the termination of the Faculty Member’s Probationary Appointment.
- 21.34 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.
- 21.35 Further to Article 21.34, 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 shall be made in writing by the Faculty Member to the Dean through the Department Chair by August 15th and must be accompanied by the Faculty Member’s completed Assessment File.

Promotion to Professor

- 21.36 Consideration for Promotion to the rank of Professor will occur only on request of the Member. Such request must be made by the Member, in writing, to the Chair no later than August 15th of the year in which the review is to occur and must be accompanied by the Faculty Member’s completed Assessment File.

Deliberations Process and Communication of Decision

- 21.37 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/Progress Report 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.
- 21.38 The Department Committee may, in the course of its deliberations, conclude that application for Tenure is appropriate and that external letters of assessment should be sought, even in cases where a probationary Member has not applied for Tenure. In such cases, the Chair, on behalf of the Department Committee, shall write to the Member to inform him/her of the Committee's opinion.
- 21.39 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 Promotion to Professor: the recommendation of the College Tenure and Promotion Committee along with the reasons for the recommendation.

- 21.40 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.

21.41 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.

21.42 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

21.43 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.

21.44 The appellant Faculty Member may request to see his/her Official File/Annex – and the signed Assessment/Progress Report from the Department Committee. Letters from external referees 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

- 21.45 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.
- 21.46 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.
- 21.47 A Member who is currently serving on a Department or College Tenure and Promotion Committee is ineligible to serve on the University Appeals Committee.
- 21.48 The complete file shall include all of the same information considered by the College Committee.
- 21.49 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.
- 21.50 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.

21.51 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.

21.52 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

21.53 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 in writing of the decision of the University.

Performance Review

21.54 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.

21.55 Each Faculty Member must submit his/her completed Assessment File to the Chair by August 15th. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation.

21.56 Failure to submit the completed Assessment File to the Chair by August 15th, without prior approval from the Dean and Provost, will result in an "Unsatisfactory" performance assessment.

21.57 Notwithstanding the scheduling provisions outlined in 21.54, 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.

- 21.58 The Department Committee will assess each Faculty Member's performance and will complete an Assessment/Progress Report 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 will be sent to the Chair of the College Tenure and Promotion Committee.
- 21.59 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

- 21.60 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.
- 21.61 The appellant Faculty Member may request to see his/her Official File/Annex and the signed Assessment/Progress Report from the Department Committee.
- 21.62 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.
- 21.63 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.

21.64 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.

21.65 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

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

Article 22 - Study/Research Leave for Faculty

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

Study/Research Leave after three (3) years of active employment, or for two (2) semesters after six (6) years of active employment.

- 22.6 Faculty Members who have held an academic administrative appointment since a previous Study/Research Leave are eligible to apply for Study/Research Leave when the sum of years of active employment both prior and subsequent to the term of administrative appointment (and excluding any period of academic administrative leave after the term of appointment) is equal to six (6) years.
- 22.7 A Faculty Member who has served in an academic administrative position may claim one semester of credit for each year of service toward Study/Research Leave.
- 22.8 A minimum of one year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the Dean and the Provost.

Application for Leave

- 22.9 Application for Study/Research Leave must be in writing to the Department Tenure and Promotion Committee through the Chair of the Department. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.
- 22.10 The written application for Leave will include:
 - a) a statement of goals;
 - b) a plan of scholarly activity;
 - c) an indication of when and where the Leave is expected to be taken;
 - d) an up-to-date Curriculum Vitae; and
 - e) a plan of how contractual research responsibilities (including OMAFRA) will be handled during the period of leave.

Decision Procedures

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

merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the Department Committee and the Dean.

Duration of Leave

22.18 Faculty Members who qualify under this Article may apply for a period of Leave of one or two semesters duration with salary and benefits. A Study/Research Leave will include the annual vacation entitlement appropriate to the length of the Leave.

22.19 On the completion of a period of Study/Research Leave, the Faculty Member will assume the responsibilities which would normally have been scheduled for that particular semester.

Conditions of Study/Research Leave

22.20 The scheduling of a Study/Research Leave is to be granted independently of any other Leave entitlement. Where University Service commitments will be affected by the granting of a Research/Study Leave, the Chair and Dean, in consultation with the Faculty Member, will be responsible for making any necessary administrative arrangements to enable the Leave.

22.21 Within sixty (60) days of the conclusion of the Leave, the Faculty Member will provide a written report describing what has been accomplished, in relation to the plan submitted. The report will be provided to the Chair and made available to the Department Committee and Dean.

22.22 It is expected that a Faculty Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

Article 23 - Overload Teaching

- 23.1 When the University determines a need for more courses or sections than can be mounted by available Faculty Members within the limits of normal teaching commitments, the Chair will initially provide an opportunity to qualified Probationary and Tenured Faculty Members to teach such offerings on an overload basis. Such arrangements shall be subject to the approval of the Dean.
- 23.2 A Faculty Member who, subject to approval, in writing, by the Dean, teaches more than his/her normal workload, shall be paid an overload stipend.
- 23.3 Compensation for Overload Teaching shall be consistent with the rates as per Article 53: Compensation.
- 23.4 The time spent on Overload Teaching will be considered as part of Article 9: Employment in External Remunerative Activities in relation to a Faculty Member's responsibilities, at the rate of fifteen (15) days for a one-semester course.
- 23.5 Faculty Members on Reduced Workload Appointments or with approved release time from teaching are not eligible for Overload Teaching.
- 23.6 The Association shall be notified of the names and Departments of the Faculty Members engaged in Overload Teaching and the level(s) of remuneration provided.

Article 24 - Transfers or Redeployment of Faculty Due to Academic Program Reorganization

Transfers

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

Program Redundancy

- 24.3 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

- 24.4 The Redeployment Advisory Committee will be comprised of the Dean and one Tenured Faculty Member from each Department within the College, jointly named by the Association and the University.
- 24.5 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

- 24.6 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.

- 24.7 Following this meeting and within ten (10) days, the Dean 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 will discuss with the affected Faculty Member his/her individual career goals and perceived fit with other academic units. The Dean will then make a written recommendation to the Provost with respect to the most likely academic Department for the transfer of the Faculty 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.
- 24.8 Within thirty (30) days, the Faculty Member must accept the transfer or request, in writing, that a buyout or retirement option be initiated.
- 24.9 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.
- 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.

Article 25 - Rights and Responsibilities of Librarians

General

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

Academic and Professional Responsibilities of Librarians

25.2 Librarian Members shall hold the following minimum academic qualifications:

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

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

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

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

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

contrary as per Article 25.19.

- 25.6 Librarian Members shall have a year-round involvement in the work of the University, exclusive of vacation, reduced workload agreements as per Article 54: Reduced Workload, and approved Leaves.
- 25.7 Each Librarian Member shall have a written position description that outlines the Professional Practice responsibilities of his/her position.
- 25.8 Each Librarian Member shall be entitled to, and expected to, engage in, and have time available for, Scholarship and Service in accordance with the Scholarship and Service Proposal provision in 25.18 of this Article. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of his/her scholarly activities accessible to the scholarly and general public through publication, conference presentations, lectures, public performances, and other appropriate means.

Professional Practice of Academic Librarianship

- 25.9 The Professional Practice of Academic Librarianship will include one or more of the following activities:
 - a) development, management and evaluation of information resource collections;
 - b) provision of subject-specialized and general reference services;
 - c) appraisal, acquisition, bibliographic control, storage, preservation and conservation of information resources and collections;
 - d) management of human and material library resources, including administrative or managerial performance for those Librarian Members holding administrative appointments;

- e) development, implementation and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication;
- f) provision of information literacy and curriculum support including programming, collaboration, instruction and teaching;
- g) faculty outreach and liaison, including participation in research and support for scholarly communication;
- h) evaluation, measurement and analysis of user needs and library services and resources;
- i) research services, extension, and other activities related to programs under contract to the University; and
- j) any other function performed by professional librarians.

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

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

- a) the creation of new knowledge, understandings or concepts;
- b) the creative application of existing knowledge;
- c) the organization and synthesis of existing knowledge;
- d) the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians;
- e) creative expression; and

- f) professional development through the planning, implementation, and/or participation in workshops, conferences, coursework, or, professional exchange or other educational programs.

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

Service: University Service and Academic or Professional Service

25.12 Librarian Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies; for example, Library, Senate and University committees. Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent, except where such service commitment is outlined within the Member's position description.

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

Distribution of Effort (DOE)

25.14 A Librarian Member's DOE defines relative effort with respect to activities undertaken in fulfillment of his/her academic and professional responsibilities in the areas of Professional Practice,

Scholarship, and Service, as defined in this Article. The DOE and written position description shall be the basis for the assignment of duties.

- 25.15 A DOE for each Librarian Member shall be defined in his/her Letter of Appointment and may be modified as mutually negotiated by subsequent arrangements made under the provisions of this Article and documented in the Member's Official File.
- 25.16 Unless otherwise agreed to in writing by the Chief Librarian and the Member as per this Article, the normal DOE for the academic and professional responsibilities of Librarians shall be seventy percent (70%) for Professional Practice and thirty percent (30%) for a combination of Scholarship and Service. Any such agreement shall be consistent with the provisions of this Agreement.

Workload and the Assignment of Responsibilities

- 25.17 The Chief Librarian, or designate, in consultation with the Librarian Member's Manager, will ensure that the assigned responsibilities of Professional Practice and University Service for Members are distributed as fairly and equitably as is reasonably possible. The exact distribution of these responsibilities may vary among areas within the Library and among individuals, in recognition of the needs of the Library and University, the type of appointment, and when possible, to reflect the interests and area(s) of expertise of the Member.
- 25.18 The University recognizes the importance of each Librarian Member's contributions in the areas of Scholarship and Service. In order to fulfill these obligations, based on the DOE, the Member shall develop a Scholarship and Service Proposal in consultation with his/her Manager for submission to the Chief Librarian, or designate, that identifies his/her goals in these areas of academic responsibility and the time allocation proposed to achieve them. The Chief Librarian, or designate, shall approve

the request for dedicated time for the pursuit of Scholarship and Service, based on the operational needs of the Library. Time provided under the Scholarship and Service Proposal shall not affect entitlement to any other Leave provisions available to a Member under this Agreement.

25.19 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Librarian Member or his/her Manager. In cases of disagreement between the Member and his/her Manager, the Chief Librarian, or designate, will decide, communicating his/her decision to the Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.

25.20 In conformity with the current workload and hours-of-work standards within a Librarian Member's unit, it is recognized that Librarian Members have a fixed number of scheduled work hours.

Amendments to DOE for Librarians

25.21 A discussion regarding a long-term change to a Member's percentage of effort in Professional Practice, Scholarship and/or Service, may be requested by the Member, his/her Manager or the Chief Librarian, or designate. The Member may request a meeting with his/her Manager to review his/her DOE. The meeting shall take place within fifteen (15) days of the receipt of the request, or at a mutually agreed-upon time.

25.22 The DOE of a Librarian Member who holds an Administrative Appointment may be adjusted to reflect the nature of his/her responsibilities. The provisions of this Article shall be used for this adjustment.

25.23 Any arrangements which alter a Member's agreed upon DOE must be by mutual agreement, shall be in accordance with the Member's career development, within the context of operational requirements of the Library, and consistent with the provisions of

this Agreement.

- 25.24 It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Professional Practice, Scholarship and Service, and shall not alter the overall workload of a Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointments.
- 25.25 Following the meeting in 25.21, the Librarian Member's Manager shall provide, the Member's written request for amendment to the Chief Librarian. The Chief Librarian, or designate, in consultation with the Member's Manager, will decide whether to accept the proposal for amendment to the Member's DOE. Within fifteen (15) days of receipt of the proposal, the Chief Librarian, or designate, will notify the Member in writing of the decision, and, in the event of a negative decision, provide reasons. Within ten (10) days of receipt of the decision from the Chief Librarian, a Member may appeal the decision of the Chief Librarian to the Provost. The Provost shall notify the Member and the Chief Librarian of his/her decision in writing, with reasons.
- 25.26 Any change to a Librarian Member's DOE will not be done without the consent of the Member.

Article 26 - Librarian Appointments

Definitions

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

- a) *Probationary Appointment*
Librarian Member Appointment at the rank of Assistant Librarian leading to consideration for the simultaneous granting of Continuing Appointment and Promotion to the rank of Associate Librarian, or an Appointment at the rank of Associate Librarian leading to consideration for the granting of Continuing Appointment.
- b) *Contractually Limited Appointment*
An Appointment for a specified period, not to exceed five (5) years. (See 26.4). Notwithstanding, a Librarian Member appointee in such a position is eligible for consideration of Promotion in rank, but is not eligible for consideration for the granting of a Continuing Appointment. Non-renewal of a Contractually Limited Appointment does not constitute dismissal under the provisions of Article 39: Discipline.
- c) *Continuing Appointment*
Librarian Member Appointment with rank and DOE involving the Academic and Professional Responsibilities according to the provisions of Article 25: Rights and Responsibilities of Librarians. Continuing Appointment may be conferred according to the following:
 - 1) Successful completion of a probationary period according to Article 28: Continuing Appointment, Promotion and Review of Librarian Members; or
 - 2) At the time of initial Appointment, consistent with Article 28: Continuing Appointment, Promotion and Review of Librarian Members.

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

Ranks

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

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

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

Contractually Limited Appointments

26.4 For Contractually Limited Appointments, at the end of five (5) years, the University will decide to terminate the position or convert the position to Probationary. The Chief Librarian, on a recommendation of the Manager, 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.

Search Committee

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

duties will be sought more broadly and Search Committees will be constituted to reflect the scope of the position.

- 26.6 Subject to 26.4, all vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.
- 26.7 In conducting an external search, the University shall advertise the position in publications determined as appropriate by the University.
- 26.8 The information to be provided in the position advertisement shall include, but not be limited to:
- a) the type of Appointment as defined in this Article;
 - b) the qualifications, education, and skills required;
 - c) where applicable, rank;
 - d) any applicable equity provisions; and
 - e) the University of Guelph's employment equity statement.
- 26.9 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.
- 26.10 The Search Committee will be an *ad hoc* committee whose final membership must be approved by the Provost.
- 26.11 The Search Committee for Librarians shall normally consist of four (4) elected Members in addition to the chair of the Committee. The chair shall normally be the Manager to whom the appointee will directly report. At least three (3) of the four (4) elected Members must hold a Continuing Appointment. In the event that the Manager in the unit concerned cannot assume this role, another Member will be appointed by the Chief Librarian.
- 26.12 To ensure that the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will

include one or more representative member(s) from the designated groups.

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

Candidate Assessment Procedures

- 26.19 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 26.20 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Chief Librarian with a recommended short list of candidates to be interviewed.
- 26.21 The Chief Librarian shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 26.22 The Chief Librarian shall facilitate the seeking of input from members of the Library.
- 26.23 After interviewing the short-listed candidates, the chair of the Selection Committee shall make written recommendation(s) to the Chief Librarian. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Selection Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 26.24 While the Chief Librarian and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The Chief Librarian and Provost have the option of continuing the search.

Letters of Appointment

- 26.25 All offers of Appointment shall be issued by the Chief Librarian (following approval by the Provost), and will include, but not be limited to, the following:
- a) date of commencement and, where appropriate, date of termination;

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

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

Joint Appointments

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

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

26.29 A Librarian Member holding a Joint Appointment shall be considered for Promotion and performance assessment by the Continuing Appointment and Promotion Committee and shall be expected to undertake the Academic and Professional Responsibilities of Librarians as outlined in Article 25: Rights and Responsibilities of Librarians.

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

Outside Appointments of Librarian Members

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

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

26.31.2 The Librarian Member shall normally hold a Probationary or Continuing Appointment.

26.32 All the provisions of this Agreement applicable to Librarians shall apply equally to an Outside Appointment. Members holding an Outside Appointment shall only be appointed and reviewed in accordance with Article 28: Continuing Appointment, Promotion and Review of Librarian Members.

26.33 The person to whom the Librarian reports will be expected to provide the same type of documentation as that required from the person to whom a Librarian within the Library directly reports.

26.34 A Librarian Member holding an Outside Appointment will be

eligible for election or appointment to any committees governed by this Agreement, and will be eligible to attend all Librarians' meetings dealing with this Agreement or the Continuing Appointment and Promotion criteria Guidelines Document, and to vote on these documents.

Article 27 - Administrative Appointment of Librarian Members

27.1 Administrative Appointments of Librarian Members are made at one of three levels: Administrative Librarian I, Administrative Librarian II, and Administrative Librarian III.

27.1.1 The Chief Librarian determines the appropriate level for the Librarian Administrative Appointment based on the position description and a balance of factors relating to impact and responsibility of the position, including:

- a) Staff: a measure of the Managers who report to this position, direct staff-reports and total number of staff who report through this position;
- b) Financial Accountability: a measure of the scope of fiscal responsibility and accountability of the position;
- c) Complexity and Scope: an overall assessment of the level of difficulty of the role and the skill requirement for the position. This may be reflected in such characteristics as: the diversity of responsibilities; requirement for specialized knowledge; accountability (across Library units, within the University, or with external partners or agencies); the degree of change experienced or anticipated; or legal accountability;
- d) Overall Accountability and Authority: the degree to which the incumbent has influence on, and responsibility for, the Library as a whole including authority regarding the role of the Library within the University and with outside agencies.

27.1.2 Any significant changes to the assigned responsibilities of the Administrative Appointment (e.g. number of staff reporting, scope of financial responsibilities) shall result in a re-evaluation of the position level by the Chief Librarian. The Chief Librarian will communicate his/her

decision as to the outcome of the re-evaluation to the incumbent, in writing, providing the reasons for the decision.

- 27.2 Librarian Members with Administrative Appointments shall hold either a Probationary or Continuing Appointment in the Library.
- 27.3 Librarian Members with Administrative Appointments are responsible for the effective and efficient operation of his/her unit(s) or service/program and for ensuring that Library practices and processes are formulated, promulgated and followed, and that University policies and procedures are followed.
- 27.4 Administrative Appointments may have supervisory responsibilities for other individual Librarian Members and/or non-academic employees. The Librarian holding an Administrative Appointment, through mentoring and facilitation, supports individual members of his/her service/program in the fulfillment of their assigned responsibilities.
- 27.5 The Librarian Member with an Administrative Appointment, through consultation with the members of his/her unit(s) or service/program, formulates operational and strategic planning recommendations, recommendations concerning policy on the matters of interest to his/her unit(s) or service/program; and such recommendations shall be directed to the Chief Librarian, or designate.
- 27.6 The other responsibilities of a Librarian holding an Administrative Appointment are those outlined in this Agreement, the position description and in the Letter of Appointment. This letter shall include the determined administrative level of the position (including stipend).

Terms of Employment of a Librarian Administrative Appointment

- 27.7 The term of office of an Administrative Appointment of a Librarian Member shall normally be five (5) years. At the end of

five (5) years, the term of office may be renewed once in accordance with this Article.

27.8 A Librarian Member who holds an Administrative Appointment shall receive an annual stipend from the time of appointment as per Article 53: Compensation. At the conclusion of his/her Administrative Appointment the Librarian Member shall no longer be eligible for the administrative stipend.

27.9 The DOE of a Librarian Member who is appointed to an administrative position may, after discussion with the Chief Librarian, or designate, be adjusted to reflect the Librarian Member's change in responsibilities.

27.10 In the event that a Librarian Member who holds an Administrative Appointment is going to be absent for a period of one (1) month or longer, the Chief Librarian will appoint an individual on an acting basis, who will be provided an administrative stipend for the period of his/her acting appointment on a pro-rata basis as per Article 53: Compensation.

Search Committee

27.11 At the time of a search for an Administrative Appointment, the Chief Librarian in consultation with the Provost, shall convene a Search Committee.

27.12 The composition of the Search Committee shall be:

- a) Three (3) elected Librarian Members, where possible one Librarian from within the unit/service area and one from without;
- b) Two (2) non-Members, one of whom shall be a non-professional staff member from the unit/service area;
- c) Chair: The Associate Chief Librarian to whom the position reports, or, for Joint or Outside Appointments, the person to whom the position reports.

27.13 The Associate Chief Librarian, in consultation with the Search Committee may recommend to the Chief Librarian and Provost that an internal search be conducted.

27.14 If conducting an external search, the University shall advertise the position in publications and websites as determined to be appropriate by the University.

Assessment Procedures

27.15 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a recommended short list of candidates to be interviewed. The Chief Librarian and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.

27.16 The evaluation and ranking of the candidates by the Search Committee will be confidential.

27.17 The Chief Librarian, or designate, shall seek input from members of the Library and facilitate input by members of the University community.

27.18 After interviewing the candidates, the Chief Librarian, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Chief Librarian and the Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The Chief Librarian and Provost have the option of continuing the search.

Renewal for a Second Five (5) Year Term

27.19 An incumbent Librarian Member who holds an Administrative Appointment may indicate, in writing, to the Chief Librarian, an interest in being considered for renewal for a second term at least six (6) months prior to the anticipated end of his/her term.

- 27.20 The Chief Librarian, or designate, will seek input from members of the Library and facilitate input from the University community with respect to the renewal consideration. The Chief Librarian, or designate, shall then decide whether to recommend the reappointment of the Member to the Administrative Appointment.
- 27.21 The Chief Librarian will make his/her recommendation to the Provost. If the Provost decides that the incumbent will not be renewed, a Search Committee will be struck.

Transition Leave

- 27.22 Upon completion of five (5) years or more in an Administrative Appointment, the Librarian Member is eligible for up to eight (8) months of Transition Leave. However, the administrative Librarian Member is entitled to request Transition Leave with salary for up to four (4) months during a term of Appointment. If a Leave of more than four (4) months is required during a term of appointment, the incumbent will be expected to resign from his/her Administrative Appointment. A period of Transition Leave, at the end of the term of the appointment, is not considered to be part of the term of the appointment.
- 27.23 Transition Leave is intended to provide Administrative Librarian Members sufficient time to re-establish or enhance their Scholarship and/or Professional Practice of Academic Librarianship. So long as recognized scholarly or professional objectives are being sought, both study and Research/Scholarship activities, whether singly or in some combination, should be regarded as eligible to satisfy the purposes of the Transition Leave.
- 27.24 Transition Leave will be leave with salary.
- 27.25 The period of Transition Leave shall be continuous and shall begin immediately upon completion of the term as an Administrative Librarian Member except by mutual agreement of the Librarian and the Chief Librarian.

- 27.26 A period of Transition Leave can be combined with a Study/Research Leave for Librarian Members in accordance with Article 29: Study/Research Leave and Development Leave for Librarians as long as the total period does not exceed twelve (12) months, except by mutual agreement of the Librarian Member and the University.
- 27.27 A part-time Administrative Appointment will accrue entitlement to Transition Leave on a *pro rata* basis.
- 27.28 A written request for Transition Leave will be made to the Chief Librarian and will include:
- a) a statement of goals;
 - b) an activity plan;
 - c) an indication of when and where the Leave is expected to be taken;
 - d) where applicable, the results of the previous Leave; and
 - e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.
- 27.29 Normally, requests are submitted to the Chief Librarian at least nine (9) months prior to the intended starting date. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date.

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

- 28.1 This Article applies to 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. The Chief Librarian will, on an annual basis, notify the Member that both he/she and the Associate Chief Librarians are available for Mentoring.
- 28.4 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 fair and equitable.
- 28.5 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.
- 28.6 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.

- 28.7 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.
- 28.8 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.
- 28.8.1 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

- 28.9 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.
- 28.10 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

28.11 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.

28.11.1 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.

28.11.2 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.

External Assessment and References

28.12 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.

28.13 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:

- 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;
- b) 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;
- c) the normal number of external assessments to be obtained for promotion to Librarian will be three (3);
- d) 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;

- e) 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;
- f) all references and external assessments will be in writing; and
- g) 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.

Continuing Appointment and Promotion Committee (CAP)

28.14 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.

28.15 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.

28.16 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.

28.17 The chair of the CAP Committee shall ensure that documentation pertaining to the Librarian Member's DOE, and the submitted file are properly included in the Librarian Member's file prior to the commencement of the deliberations process.

28.18 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)

28.19 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

28.20 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.

28.21 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.

28.22 The complete file shall include all of the same information considered by the CAP Committee plus the Assessment/Progress Report and relevant recommendation from the CAP Committee. The Assessment/Progress Report 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

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

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

28.25 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.

28.26 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.

28.27 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.

28.28 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.

28.29 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.

28.30 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.

28.31 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.

28.32 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

28.33 Each year, all probationary and multi-year Contractually Limited Librarian Members will submit a completed assessment file to the chair of the CAP Committee by August 15th. The performance of all Probationary Librarians will be considered by the CAP 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.

28.34 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.

28.35 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.

28.36 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.

28.37 Further to Article 28.36, 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 15th 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 15th of the year in which the review is to occur and must be accompanied by the Member's completed assessment file.

Deliberations Process and Communication of Decision

28.39 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 Report for each Librarian Member who has been considered. The Assessment/Progress 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.

28.41 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.

28.42 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.

28.43 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.

28.44 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

28.45 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.

28.46 The appellant Librarian Member may request to see his/her Official File/Annex – and the signed Assessment/Progress Report from the CAP and Library Committee(s). Letters from external referees 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)

28.47 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.

28.48 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.

28.49 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.

28.50 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 c). The

Member may choose to be accompanied by a representative of the Association.

28.51 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.

28.52 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

28.53 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

28.54 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.

28.55 Each Librarian Member must submit his/her completed assessment file to the chair of the CAP Committee by August 15th. The chair of the CAP Committee will provide a written reminder to each Librarian of the deadlines for submission of documentation.

28.56 Failure to submit the completed assessment file by August 15th, without prior approval from the Chief Librarian and Provost, will

result in an unsatisfactory performance assessment.

28.56.1 Notwithstanding the scheduling provisions outlined in 28.54, subsequent to any 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.

28.57 The CAP Committee will assess each Librarian Member's performance and will complete an Assessment/Progress Report for each 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 will be sent to the chair of the Library Committee.

28.58 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

28.59 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.

28.60 The appellant Librarian Member may request to see his/her Official File/Annex and the signed Assessment/Progress Report from the CAP Committee and Library Committee.

28.61 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.

28.62 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.

28.63 The Librarian Member is entitled to be accompanied to the meeting of the Library Appeals Committee by a representative of the Association.

28.64 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

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

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

Study/Research Leave

- 29.1 Study/Research Leave is regarded as an essential means of enabling Librarian Members to maintain and enhance their quality as scholars and professionals. Such leave enables the University to maintain and enhance excellence through the individual Member's subsequent contributions to its learning, teaching, and research/scholarship programs. To satisfy the purpose of this Leave, it is necessary that scholarly or professional objectives are being sought and that both research and study activities, whether singly or in combination, are consistent with these objectives.
- a) Full-time Librarian Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous service (or its equivalent) since Appointment at the University of Guelph. Only Members holding a Continuing Appointment may go on a Study/Research Leave.
 - b) A Librarian Member with a Continuing Appointment holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54, is eligible to apply for Study/Research Leave, to commence after six (6) years of active employment with the University. The procedures and conditions which apply are those outlined throughout the remainder of this Article, adjusted to accommodate the Reduced Workload/Part-time Appointment.
 - c) Prior eligible service for leave with salary as a Librarian at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave. Credit will be calculated on the basis of one year for every two years of full-time academic service at another institution, to a maximum of three years. This equivalent amount of leave to be credited, will be specified by the

Chief Librarian in the Letter of Appointment per Article 26:
Appointment of Librarian Members.

- 29.2 Following return from each Study/Research Leave, Librarians with Continuing Appointment are entitled to apply for four (4) months Study/Research Leave after three (3) years of active employment, or for eight (8) months after six (6) years of active employment.
- 29.3 Librarian Members who have held an Academic Administrative Appointment since a previous Study/Research Leave are eligible to apply for Study/Research Leave when the sum of years of active employment both prior and subsequent to the term of Administrative Appointment (and excluding any period of Transition Leave after the term of Appointment) is equal to six (6) years.
- 29.3.1 A Librarian Member who has served in an Academic Administrative Appointment may claim one semester of credit for each year of service towards Study/Research Leave.
- 29.3.2 A minimum of one year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the Chief Librarian and the Provost.

Application for Study/Research Leave

- 29.4 Application for Study/Research Leave must be submitted in writing by the Librarian Member to the CAP Committee, after consultation with the person to whom he/she reports. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.
- 29.5 The written application for leave will include:
- a) a statement of goals;
 - b) a plan of scholarly activity;

- c) an indication of when and where the leave is expected to be taken;
- d) an up-to-date Curriculum Vitae.

Study/Research Leave Decision Procedures

- 29.6 The CAP Committee will consider all written applications for Study/Research Leave as soon as practicable following their receipt.
- 29.7 The CAP Committee will assess applications on the basis of their merit and their consonance with the stated goals of the Study/Research Leave. A Librarian Member's record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave (where applicable) will be a component in the assessment of the application.
- 29.8 The CAP Committee, through the chair, will make its recommendations to the Chief Librarian within twenty (20) days of receipt of the application.
- 29.9 The Chief Librarian will inform the Librarian Member and the person to whom he/she reports, in writing of his/her decision to approve or deny the leave within twenty (20) days of the receipt of the CAP recommendation. Reasons for denial, or for the need to delay the commencement of such a leave, where this situation applies, will also be given in the Chief Librarian's letter.
- 29.10 Under exceptional conditions determined by Library needs and priorities, and with the approval of the Chief Librarian, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return that would have occurred had the Leave not been delayed.
- 29.11 Under exceptional circumstances and with the approval of the Chief Librarian, the start date of a Librarian's approved Study/Research Leave may be delayed for up to two (2) years.

Any entitlement towards the next Leave accrued during such a delay is not jeopardized.

- 29.12 A Librarian Member whose application for Study/Research Leave has not received approval from the Chief Librarian may appeal to the Provost. Appeals are restricted to consideration of the academic or professional merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the CAP Committee and Chief Librarian.

Duration of Study/Research Leave

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

Conditions of Study/Research Leave

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

- 29.17 It is expected that the Librarian Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

Development Leave

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

Article 30 - Responsibilities of Veterinarians

- 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:
- a) Professional Practice, including, some or all of, clinical teaching, clinical diagnostic and consultative practice, supervision of staff and support for research programs of the University; and
 - b) Professional Development; and may include
 - c) Research/Scholarship; and/or
 - d) Service to the University, profession and community.
- 30.3 The exact distribution of responsibilities may vary from time to time and from individual to individual. Each Veterinarian Member shall have a written Position Description that outlines his/her responsibilities. It is understood that, for all Veterinarian Members, the principal duties shall be those noted in 30.2 (a) above.

Professional Practice

- 30.4 Responsibilities performed under Professional Practice by the Veterinarian Member will vary, depending on the responsibilities defined by his/her Position Description. Changes to the composition of these activities shall be determined by the Director after discussion with the Member.
- 30.5 The University and Veterinarian Member are jointly responsible for ensuring that the clinical and laboratory services provided are timely and of the highest quality, to maximize the confidence and ongoing financial support from existing and future clients, including referring veterinarians.

30.6 Clinical Teaching responsibilities, when performed by a Veterinarian Member, may include participation in clinical rotations, laboratories, continuing education, and undergraduate and post-graduate instruction, as determined by his/her Position Description.

Professional Development and Research/Scholarship

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

Service: University, Professional and Community Service

30.8 Veterinarian Members may participate in University governance through election or appointment to committees and councils. No Member may be appointed to a University Committee without his/her consent except where such service commitment is outlined within the Member's Position Description.

30.9 Veterinarian Members are encouraged to participate in the work of professional and learned organizations, and relevant community service, including, but not limited to, the Canadian Veterinary Medical Association and the College of Veterinarians of Ontario. A Member's Service shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University.

30.9.1 When membership in the College of Veterinarians of Ontario is required for a Veterinarian Member to perform his/her duties, this licensing fee shall be paid for by the University.

30.10 When a Veterinarian Member's Service to such societies, associations, agencies or organizations conflicts with scheduled responsibilities or

administrative duties, the Member shall make appropriate arrangements in discussion with his/her Director to ensure her/his scheduled responsibilities are fulfilled.

Article 31 - Workload and Hours of Work for Veterinarians

Workload

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

Scheduling

- 31.4 The Veterinarian Member's hours of work will be scheduled by the Director in consultation with the Member .
- 31.5 If, because of extenuating circumstances (e.g. outbreaks, epidemics etc.), and with the prior approval of the Director involved, a Veterinarian Member must work significantly more hours per week than normal, for a sustained period of time, the Director shall, within a reasonable period, ensure that the Member is granted equal time off, or, at the Director's option, pay the Member for the extra time worked.

Emergency Clinical Services Workload

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

Position Description

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

Amendments to Position Descriptions

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

Article 32 - Appointments of Veterinarians

- 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.

Article 33 - Continuing Appointment and Promotion of Veterinarian Members

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 converted to a Continuing Appointment 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.
- 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.

- 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 - Performance Review for Veterinarian Members

- 34.1 By August 31, Veterinarian Members shall provide to the Director a current Curriculum Vitae and a concise written report of their activities for the past review period.
- 34.2 All Veterinarian Members shall be reviewed for the purposes of performance evaluation and feedback annually.
- 34.3 The report of activities shall include the Veterinarian Member's summary of:
- a) Professional Practice;
 - b) Professional Development activity; and, if applicable,
 - c) Scholarship; and
 - d) University, professional and community Service; and
 - e) any other information that the Member deems relevant.
- 34.4 By November 15 of the year in which the report is received, the Director shall meet individually with each Veterinarian Member to discuss his/her report and directions that might be taken by the Member and the Unit.
- 34.5 All reviews shall focus on the effectiveness at meeting University established benchmarks and the general competence with which the duties and responsibilities of the position are carried out.
- 34.6 The Director shall provide to the Veterinarian Member, in writing within fifteen (15) days of the meeting in 34.4, a performance review report. The Member shall be provided an opportunity to respond verbally and in writing.
- 34.7 A copy of the performance review report from the Director and the response(s) from the Veterinarian Member shall be placed into the Member's Official File.
- 34.8 The Dean/Director shall be responsible for ensuring that reviews have taken place in accordance with this Article.

- 34.9 A Veterinarian Member who has received a performance rating of less than good may, within ten (10) days of receiving his/her performance review report, appeal in writing, to the Dean (for VTH) or to the Vice-President (Research) (for AHL). The reasons for the appeal must be stated.
- 34.10 The Dean or Vice President (Research), as appropriate, will provide the decision in writing to the Veterinarian Member within fifteen (15) days of receipt of the appeal.

Article 35 - Professional Development and Consultative Leaves For Veterinarians

Professional Development Leave

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

Consultative 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 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 Leave must be submitted in writing by the Member to the Director at least twelve (12) months prior to the intended start date of the Leave. The written application will include:
- a) a statement of goals;
 - b) a plan of scholarly activity and the benefit to the unit of such leave;

- c) an indication of when and where the Leave is expected to be taken, the length of leave requested (to a maximum of one semester), and an indication that the proposed host institution is willing and able to host the Member's Leave;
- d) recommendations for meeting the Member's obligations and responsibilities during the period of the approved Leave. These can be developed in discussion with the Director.

- 35.4 The Director will consider the request and shall inform the Veterinarian Member of the decision to approve or deny the Leave. Reasons for denial will also be given in the letter.
- 35.5 Under circumstances determined by the operational needs and priorities of the 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.
- 35.6 A Veterinarian Member whose application for Leave has not received approval may appeal to the Dean or Vice-President (Research).
- 35.7 Within sixty (60) days of the conclusion of the Leave, the Veterinarian Member will provide a written report to the Director describing what has been accomplished, in relation to the plan submitted.
- 35.8 It is expected that the Veterinarian Member will return to the University of Guelph for at least one year following the Leave.

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

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

Article 37 - Redeployment of Veterinarian Members Due to Reorganization

37.1 When the University approves a significant reorganization which may affect one or more Veterinarian Members in the AHL or VTH, a Redeployment Advisory Committee will be struck by the Provost and the Vice-President (Research) to provide advice on measures needed to effect the reorganization, including redeployment or termination with severance.

Redeployment Advisory Committee

37.2 The Redeployment Advisory Committee will be comprised of the Director of VTH, the Director of AHL, and two Veterinarian Members with a Continuing Appointment, from AHL and/or VTH, named by the Association.

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

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

Redeployment Process

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

- 37.6 Following this meeting and within ten (10) days, the appropriate Director will meet individually with each of the affected Veterinarian Member(s) to inform them of the impending reorganization and discuss options available for individual Members. The Director will discuss with the affected Member(s) his/her individual career goals and perceived fit with other units/Departments, if applicable. If applicable, the Director will then make a written recommendation to the Provost and Vice-President (Research) with respect to the most likely unit/Department for the redeployment of the Member. The Director shall inform the Member in writing of the decision with respect to redeployment, if applicable, and the reasons for the decision.
- 37.6.1 The Veterinarian Member may be accompanied by another Member or representative of the Association at this and subsequent meetings.
- 37.7 If there is a position identified to which a Veterinarian Member can be redeployed in 37.6 above, within thirty (30) days the Member must accept the redeployment or request, in writing, that termination with severance be initiated.
- 37.8 All existing entitlements, including, but not limited to rank, salary, benefits, leaves and seniority shall be transferred with the Veterinarian Member(s) in the event of redeployment.
- 37.9 A Veterinarian Member may not be transferred from the University of Guelph main campus without his/her consent.
- 37.10 If a position cannot be identified for redeployment in 37.6, then the termination with severance option (below) will be initiated.

Termination with Severance

- 37.11 The University shall give to each Veterinarian Member holding a Probationary or Continuing Appointment who is affected by a reorganization leading to termination with severance:

- a) Notice: six (6) months' notice, or six (6) months' actual salary in lieu of notice, or a combination of notice and actual salary equivalent to six (6) months'; and
- b) Severance: one (1) month's salary for each year of continuous employment with a minimum of six (6) months, up to a maximum of twenty-four (24) months.

Article 38 - Academic Fraud and Misconduct

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

38.2 Academic fraud or misconduct in research/scholarship includes:

- a) fabrication and falsification of research findings or scholarly materials;
- b) plagiarism;
- c) failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished materials of others without permission, or the use of archival materials in violation of the rules of the archival source;
- d) failure to obtain the permission of the author before making significant use in any publication of new information, concepts or data obtained through access to manuscripts or grant applications during the peer review process;
- e) submission for publication of an article originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a re-publication;
- f) falsification or misrepresentation of credentials or other intentionally misleading practices in proposing, conducting or reporting research/scholarship;
- g) intentional unauthorized diversion of research/scholarship funds of the University, federal or provincial granting councils or other sponsors of research;
- h) material failure to comply with relevant federal or provincial statutes or regulations, or policies promulgated by the Senate or

Board of Governors which are not inconsistent with this Agreement for the protection of researchers, human subjects, or for the health and safety of the public or the welfare of laboratory animals;

- i) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- j) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public;
- k) failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stock-holding, a directorship, significant honoraria or consulting fees, but does not include routine stock holding in a publicly-traded company.

Procedures

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

Article 39 - Discipline

39.1 A Member may be disciplined only for just cause and in accord with the provisions of this Article. Disciplinary action shall be reasonable and consistent with the principle of progressive discipline, commensurate with the seriousness of the misconduct.

Disciplinary Measures

39.2 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.

39.3 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.

39.4 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.

39.5 Dismissal means the termination of Appointment without the Member's consent before retirement/resignation or the end of the contract.

39.5.1 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.

39.5.2 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

39.6 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.

Investigation

39.7 The University may investigate any allegation which, if proven, would warrant taking disciplinary proceedings against a Member. Subject to 39.12, 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.

39.8 Where the University will be investigating any allegation about a Member which, if proven, would warrant disciplinary proceedings against the Member, subject to 39.12.1 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.

39.9 The investigation is not a disciplinary matter. 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.

- 39.10 Notwithstanding 39.22, 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.
- 39.11 A Member shall have the right to receive assistance and representation from the Association.
- 39.12 Subject to Article 39.12.1 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.
- 39.12.1 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.
- 39.12.2 If the decision is made to withhold information under the terms of 39.12.1 above, the University shall notify the President of the Association immediately.
- 39.13 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.

- 39.13.1 All persons contacted by the University during the investigation shall be informed of the confidentiality requirement under Article 39.13 above.
- 39.14 The University shall notify the Member of the tentative results of the investigation within ten (10) days of the results being known.
- 39.15 Notification under Article 39.14 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.
- 39.16 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.
- 39.17 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 Process

- 39.18 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.
- 39.19 At the meeting, the University shall provide the Member with details of the disciplinary measures to be imposed and the reasons therefore.

- 39.20 Any Grievance related to a suspension or dismissal shall commence at the Formal Stage in accordance with Article 40: Grievance and Arbitration.
- 39.21 Where disciplinary action has been taken, the University shall only notify those officials with a demonstrable need to know.
- 39.22 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.
- 39.23 At an Arbitration or Grievance relating to discipline, the onus is on the University to prove that discipline was for just cause.

Sunset Provision

- 39.24 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

- 39.25 Notwithstanding 39.7, 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.
- 39.26 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.
- 39.27 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.

39.28 Only the President or his/her designate may suspend or dismiss a Member.

Article 40 - Grievance and Arbitration

General

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

Definitions

- 40.6 An *Individual Grievance* is a difference arising out of the interpretation, application, administration or alleged violation of this Agreement initiated by one (1) Member and initially presented to the Dean, Chief Librarian, or in the case of Veterinarians, Director, or designate in accordance with Article 40.9.
- 40.7 A *Group Grievance* is a difference arising out of the interpretation, application, administration or alleged violation of this Agreement initiated by two (2) or more Members where the same issue is in dispute. A Group Grievance shall be initially

presented to the Dean, Chief Librarian or in the case of Veterinarians, Director, in accordance with Article 40.9. If the Members are from different Colleges, a Group Grievance shall be initially presented to the Provost (or designate) and be processed at the Formal Stage as set out in this Article.

40.7.1 In the case of a Group Grievance, it shall be raised within thirty (30) days after the group could reasonably be expected to have become aware of the relevant circumstances.

40.8 A *Policy Grievance* is a difference arising between the University and the Association as to the interpretation, general application or alleged violation of a specified provision or provisions of this Agreement.

40.8.1 Such Policy Grievances shall be submitted in writing, signed by the President of the Association, or designate, or the Provost, or designate, as the case may be, and submitted to the Manager, Faculty Relations or designate or Executive Officer of the Association or designate, as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the Grievance.

40.8.2 The responding party shall provide a written response within twenty (20) days following receipt of the Grievance.

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

Informal Resolution

40.9 The University and the Association mutually agree that it is the desire of the Parties that differences in the interpretation, application, administration and alleged violations of this Agreement shall be dealt with as quickly as reasonably possible.

If a Member has a complaint/dispute which may give rise to a Grievance, he/she and/or an Association designate shall first discuss the matter, at a meeting arranged for this purpose, with the Dean, Chief Librarian or in the case of Veterinarians, Director, or designate, within twenty (20) days after the Member would reasonably be expected to have become aware of the circumstances giving rise to the complaint/dispute.

- 40.10 The Dean, Chief Librarian, or in the case of Veterinarians, Director, or designate, shall be allowed ten (10) days to seek information and advice and to communicate a proposed resolution. A copy of the agreed-upon resolution, signed by the Member, the Dean, Chief Librarian or in the case of Veterinarians, Director, and the Association, will be forwarded to the Member, Executive Officer of the Association, or designate, and to the Manager, Faculty Relations, or designate.
- 40.11 Failing informal resolution of the Grievance and within ten (10) days following receipt of notification of the proposed resolution under the informal process, the Association has the right to present the written Formal Grievance to the Provost, or designate, pursuant to this Article.
- 40.12 No minor technical irregularity or error shall prevent the substance of a Grievance from being heard and determined on its merits.
- 40.13 An Individual, Group or Policy Grievance shall include the following:
- a) the date of presentation;
 - b) the nature of the grievance;
 - c) where applicable, the names of the grievor(s);
 - d) the remedy sought;

- e) the article, section or sections of this Agreement allegedly violated or the alleged occurrence said to have caused such Grievance;
- f) applicable signature(s).

Formal Grievance Procedure

- 40.12 Following receipt of a Formal Grievance, the Provost, or designate shall convene a meeting within ten (10) days with the Member and/or the Association designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific Grievance. The Provost (or designate) shall reply in writing within fifteen (15) days of that meeting.
- 40.13 Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the Grievance to the next step of the Grievance Procedure. Should the grieving Party fail to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure, and has not within that period requested and been granted an extension of time limits, (extension shall not be unreasonably withheld), the Grievance shall be considered to have been abandoned.
- 40.14 In the case of a Member who has been suspended or discharged, denied Tenure/Continuing Appointment or whose probationary appointment has not been renewed, the Association has the right to submit a formal Grievance in writing, signed by the Member and the Association, directly to the Provost or designate. The Provost or designate will respond within five (5) days of the date of receipt of the Grievance.
- 40.15 In all cases involving dismissal, denial of Tenure/Continuing Appointment, discipline, the burden of proof shall be on the University to establish its case.
- 40.16 The University and the Association agree that all resolutions/remedies reached under the grievance procedure between the representatives of the Parties will be final and binding upon the Parties and the Members.

40.17 Failing resolution of a Grievance, the University or the Association will provide notification that a matter shall be submitted to Arbitration. Such notification must be made in writing and addressed to the other party within fifteen (15) days of the date of receipt of the formal Grievance decision.

Arbitration

40.18 Powers of the Arbitrator:

- a) except as provided in this Article, the Arbitrator shall have the powers of an arbitrator as stated in the Ontario Labour Relations Act, as amended from time to time.
- b) the Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- c) in the event an Arbitrator deals with a matter relating to discharge, suspension or disciplinary action, the Arbitrator has the authority to reinstate a Member with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable which would be consistent with the terms of this Agreement.

40.19 In arbitrations over the denial of Promotion, Tenure, Continuing Appointment or a specific appointment, the Arbitrator shall have the jurisdiction to examine and grant a remedy on aspects of the process or decision leading to the Grievance. The Arbitrator shall not have the power to award Promotion, Tenure or Continuing Appointment. In such circumstances, the Arbitrator may prescribe remedies, including, but not limited to, extension of the probationary period and/or remitting the case for reconsideration, possibly with different material and/or different assessors.

- 40.19.1 The Arbitrator may appoint an Academic Panel. The Academic Panel shall be comprised of one tenured faculty member nominated by the Association and one tenured faculty member nominated by the University.

The nominees will agree to a third tenured faculty member to be chair. The decision of the Panel will be binding on the Parties.

40.20 The decision of the Arbitrator shall be final and binding upon the Parties.

40.21 All arbitration expenses, including the remuneration of the Arbitrator, shall be shared equally by both Parties, subject to the award of costs by the Arbitrator as part of the remedy.

Article 41 - Health and Safety

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

Responsibilities of the University

41.2 The University recognizes a responsibility to take every precaution reasonable in the circumstances to protect the health, safety and security of Members as they carry out their responsibilities. To that end:

- a) the University shall comply with the provisions of the Act;
- b) in keeping with the provisions of the Act, the University reserves the right to give direction, including the establishment of such policies and procedures as may be considered necessary for workplace health and safety. It is agreed that before any changes are made to these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.
- c) The University shall provide Members with access to information relevant to their workplace health and safety, through the Environmental Health & Safety website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, and links to applicable Federal, Provincial and Municipal legislation.
- d) The University recognizes and acknowledges the right of Members to be informed about hazards in the workplace and to be provided with appropriate training; and the right of Members to refuse unsafe work, consistent with the Act.

- e) The University will take those measures which it deems to be reasonable to maintain the security of the buildings and grounds, while, at the same time, maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.
- 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 by the Central Joint Health and Safety Committee.
- 41.4 The University agrees to pay the cost of Level 1 certification for Members on local Joint Health and Safety Committees. The University will provide paid time off for Members.
- 41.5 The University will respond in writing, within fifteen (15) days, to all recommendations from the Central Joint Health and Safety Committee (and all applicable local Joint Health and Safety Committees). This response will include the action to be taken and the time line for its implementation, or reasons for not acting on the recommendations.

Responsibilities of Members

- 41.6 Members shall work in compliance with the provisions of the Act and in compliance with the regulations, policies, programs and procedures specified by the University (see 41.2 b). In addition, Members shall insist that all persons under their supervision in the workplace shall follow the applicable University Health & Safety regulations, policies, programs and procedures and shall notify the University of any non-compliance.
- 41.7 Members shall follow safe working practices in carrying out their responsibilities and shall follow standards, rules, regulations, policies, programs and procedures regarding the use of personal protective equipment in the workplace. The Parties agree that the University shall provide, and the Members shall make use of, protective equipment, whenever such equipment is required by the legislation, or the regulations pertaining to the legislation, for

the safe performance of the Member's assigned responsibilities of employment.

- 41.8 Members shall advise the appropriate Dean, Chief Librarian, or in the case of Veterinarians, Director, or designate, of any circumstance which comes to their attention that may place the health and safety of Members and/or other persons at risk in the workplace.

Central Joint Health and Safety Committee

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

Article 42 - No Discrimination and No Harassment

- 42.1 The University is committed to fostering a working and learning environment that allows for full and free participation of all members of the University community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals.
- 42.2 The Parties agree to abide by the *Ontario Human Rights Code*.
- 42.3 Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the *Ontario Human Rights Code*. The *Code* defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”
- 42.4 Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article or the *Ontario Human Rights Code*, when it creates an intimidating, demeaning or hostile working environment.
- 42.4.1 The exercise of administrative authority does not, in and of itself, constitute harassment. Communication of negative assessments arising from the exercise of academic or professional judgment does not, of itself, constitute harassment.
- 42.5 There shall be no discrimination, interference, restriction, or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited, to salary, rank, Continuing Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Study/Research Leave, or other Leaves or Benefits, by reasons of the grounds listed below, nor shall any discrimination be exercised against or by Members in the course of carrying out their Responsibilities, by reason of:
- a) race, colour, ancestry, place of birth, 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 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.

42.6 Article 42.5 does not apply to any action or decision based on a *bona fide* occupational requirement or qualification.

42.7 Place of residence shall not be considered a reason or factor unless the place of residence interferes with a Member carrying out any of his/her responsibilities.

42.8 The University shall ensure, in accordance with the *Ontario Human Rights Code*, that there shall be no systemic discrimination against Members through policies that may lead to adverse, job related, consequences.

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

42.10 The University, the Association, and all members of the University

community share responsibility for ensuring that the work and learning environment is free from discrimination and harassment. The University bears the responsibility to offer appropriate training in the recognition of behaviours and institutional cultures which may constitute discrimination and/or harassment, and by suitable procedures removing such behaviors and institutional cultures from the University's working and learning environment.

42.11 There shall be no reprisal or retaliation, nor any threat of reprisal or retaliation against anyone for:

- a) pursuing rights under this Article; or
- b) participation in proceedings or for assisting a person in pursuit of their rights, under this Article, or the Human Rights Policy of the University, or pursuant to legislation protecting against harassment or discrimination, except as provided for in 42.10.

42.12 It is an offence for any person, in bad faith, to make an allegation of discrimination or harassment; or, to initiate a procedure under the University's Human Rights Policy or this Agreement; or, to influence an ongoing procedure under this Article. If substantiated, this could be subject to discipline.

42.13 The Human Rights Advisory Group, which advises the Director of the Office of Human Rights and Equity on matters pertaining to the University's Human Rights Policy, as amended from time to time, shall include two (2) representatives appointed by the Association.

42.14 The minutes/notes of the Human Rights Advisory Group shall be forwarded simultaneously to the representatives and the Association.

42.15 The Association shall be notified of all hate 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 the Association upon receipt. If appropriate, the complaint may be redacted by the Human Rights and Equity Office to retain

confidentiality.

Article 43 - Accommodation of Members with Disabilities

- 43.1 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage all Members with disabilities to avail themselves of the services at the University that may facilitate their contributions to teaching, research, scholarship, professional practice and service.
- 43.2 The Parties agree to act in accordance with applicable legislation.
- 43.3 No Member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for him/herself or any other person, including acting as an advocate or a witness in any proceeding resulting from an Accommodation request or complaint.

Article 44 - Maternity/Parental Leave

Eligibility and Application

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

Leave Provisions

Maternity Leave:

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

Parental Leave:

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

Supplemental Income Benefit

- 44.8 Members must apply for, and qualify for, and receive, Employment Insurance (EI) benefits to receive Supplemental Income Benefits from the University.
- 44.9 To be eligible to receive a Supplemental Income Benefit, a Member shall provide appropriate documentation of the birth or adoption of a child and the receipt of EI benefits to Human Resources.
- 44.10 A Member disentitled or disqualified from receiving EI benefits is not eligible to receive Supplemental Income Benefits from the University.
- 44.10.1 Exceptions to this will be considered on a case-by-case basis for those Members who do not qualify for EI benefits, based on the criterion expected for EI eligibility.
- 44.11 During the period of Maternity/Parental Leave as specified above, an eligible Member shall receive from the University:
- a) for the first two (2) weeks, 100% of his/her normal salary;
 - b) for up to a maximum of twenty-eight (28) additional weeks of Maternity/Parental Leave, an amount equal to 95% of his/her normal salary less applicable EI weekly earnings;

c) for any remaining period of Parental Leave beyond thirty (30) weeks, Supplemental Income Benefits equal to 25% of her/his weekly EI earnings.

44.12 The thirty-five (35) weeks of Supplemental Income Benefit provided for Parental Leave under b) and c) above may be shared between eligible Members (*e.g.* one parent may take 20 weeks, and the other may take 15 weeks or any combination thereof).

Additional Unpaid Parental Leave

44.13 All Members are eligible to apply for and be considered for Unpaid Parental Leave.

44.14 Unpaid Parental Leave is intended to accommodate Members who are not eligible for the Leave provisions provided under 44.5-44.6 or 44.7 or for those Members who require additional time to care for newborn or newly adopted child(ren) than provided for under the *Employment Standards Act*.

44.15 On receipt of appropriate documentation or confirmation of the birth or adoption of a child, the University will grant thirty-seven (37) weeks of Unpaid Parental Leave to Members upon notification to the Member's Dean, Chief Librarian, or, in the case of Veterinarians, Director, or designate, normally three (3) months prior to the commencement of the Leave. For those Members eligible for and who have taken Parental Leave, any Unpaid Parental Leave will commence immediately following the Parental Leave.

44.16 Unpaid Parental Leave is available to be shared between both parents.

44.17 Unpaid Parental Leave is not available when a Member establishes a spousal relationship with an individual who already has a child(ren) and the Member subsequently adopts the child(ren).

44.18 Participation in the University Group Insurance Benefits may be

continued while a Member is on Unpaid Parental Leave on a normal cost-sharing arrangement.

44.19 Additional Unpaid Leave may be requested by a Member under the provisions of Article 45: Leaves of Absence. Such request is made to the Dean, Chief Librarian, or, in the case of Veterinarians, Director, or designate.

General Provisions

44.20 A Member who has taken Maternity/Parental Leave and/or Unpaid Parental Leave will have academic decisions related to Tenure/Continuing Appointment and Promotion to Associate Professor deferred by one year for each such Leave. Such a deferral shall be granted automatically, unless a Member requests to have the deferral waived.

44.21 A Member on Maternity/Parental Leave will continue to receive University benefits while on Leave, on a normal cost-sharing basis; however, participation in the Pension Plan is optional for the Member.

44.22 Should a pregnancy result in medical complications before or after the Maternity leave, the provisions of the Sick Leave Article 47 shall apply.

44.23 It is expected that a Member will return to employment at the University following a Parental/Maternity Leave.

44.24 Upon return to work, a Member who has taken Leave(s) under this Article shall resume his/her position at the same rank and his/her normal salary and benefits including any intervening salary and benefits adjustments provided for under this Agreement.

Article 45 - Leaves of Absence

- 45.1 Members may apply for a Leave of Absence without pay. Such a Leave will be given due consideration and may be granted where the University determines that the Leave will not interfere with operational requirements.
- 45.2 A Leave of Absence without pay shall not normally exceed one year. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, Chief Librarian, or in the case of Veterinarians, Directors
- 45.3 In all cases of Contractually-Limited Members, a Leave will not extend the duration of the term and will not exceed the end date of the term.
- 45.4 While a Member is on such Leave of Absence without pay, the University will not contribute towards the costs of benefits. The Member may elect to pay both the University and Member costs of benefits during the period of Leave.
- 45.5 Any application for a Leave of Absence shall be made by the Member to the Dean, Chief Librarian, or in the case of Veterinarians, Director, or designate. The application shall describe the purpose and duration of the Leave. A Member will apply in writing at least six (6) months before the proposed leave is to take effect. In the case of unforeseen events/circumstances, a Member shall be permitted to apply for a Leave of Absence less than six (6) months before it would begin and this application will be given due consideration.
- 45.6 The Dean, Chief Librarian, or in the case of Veterinarians, Director, or designate, shall consult with the person to whom the Member reports. The Dean, Chief Librarian or in the case of Veterinarians, Director, or designate, shall then approve or deny the application. Any decision not to approve an application shall be accompanied by written reasons.
- 45.7 While on Leave of Absence, Members are not eligible for consideration for Promotion and/or Tenure/Continuing Appointment. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, Chief Librarian, or, in the case of Veterinarians, Director, or designate, at the request of the Member. In

the case of a Member on a Probationary Appointment, a Leave of Absence beyond six (6) months will extend the Probationary Appointment by a period of one year.

45.8 Study/Research Leave credit shall not be earned during a Leave of Absence without pay.

45.9 A Member, upon returning from a Leave of Absence, shall be placed, at a minimum, at the same rank and appointment type as held at the commencement of the Leave.

45.10 A Member upon returning from a Leave will receive salary of not less than that received immediately prior to the period of the Leave, adjusted by any base salary adjustments which may have taken place in the interval.

Article 46 - Vacation and Holidays

Vacation

- 46.1 A Member's vacation entitlement shall be based on service during each Academic Year.
- 46.2 Vacation leave for Members, other than those covered in 46.6 shall be:
- a) from the first year up to and including the eighth (8) year of service, vacation entitlement will be twenty-two (22) days;
 - b) from the beginning of the ninth (9) year up to and including the twentieth (20) year of service, twenty-five (25) days;
 - c) from the beginning of the twenty-first (21) year and for all subsequent years, thirty (30) days.
- 46.3 Accrual of service commences on the first day of employment. Members may utilize vacation credits, with approval, in advance of earning them with the understanding that upon termination of employment the value of any unearned vacation credits taken will be reimbursed to the University.
- 46.4 A Member shall take vacation at a time or times agreeable to the person to whom he/she reports.
- 46.5 There shall be no remuneration in excess of the annual salary in the event that a Member chooses to work through all or part of his/her scheduled vacation period.
- 46.6 A Member appointed on a contract for less than twelve (12) months shall be paid a vacation payment in lieu of a paid vacation in the amount of 8% of salary earned.
- 46.7 It is expected that each Member will take his/her vacation, or a portion thereof, in the year in which it is earned. However, a Member may carry over unused vacation days into the next Academic Year, but the cumulative total of vacation days carried over shall not exceed thirty (30) days. Requests for greater carry over, up to a maximum of forty-eight (48) days, will be

considered by the Dean, Chief Librarian, or in the case of Veterinarians, Director or designate. Such a request will not be unreasonably denied, and the decision will be communicated in writing, with reasons, to the Member.

46.8 Salary shall not be paid in lieu of unused vacation time.

Holidays

46.9 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University:

- a) any day declared as a holiday by the President; or
- b) a statutory holiday by federal or provincial authorities;
- c) the Civic Holiday; and
- d) any other day on which the University premises are declared closed by the President.

46.10 If a Veterinarian Member is required to work on a holiday, as defined by Article 46.9 above, he/she may take one and one-half (1.5) days of additional paid leave at a time agreed upon by the Member and the University.

Religious Accommodation

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

Article 47 - Sick Leave

- 47.1 A Member who is absent and therefore unable to fulfill his/her responsibilities because of illness or injury shall advise the person to whom he/she reports as soon as reasonably possible of his/her absence and the expected date of return to work. The Member will provide notification as soon as reasonably possible of any change to the expected date of return to work. The University reserves the right to require medical documentation of illness or injury whenever the University reasonably considers such documentation necessary.
- 47.2 A Contractually Limited Member who is absent from work as a result of illness or injury shall receive his/her actual salary up to a maximum of fifteen (15) days in any twelve (12) month period.
- 47.3 If a Contractually Limited Member's absence due to illness or injury continues beyond fifteen (15) days, the Member will remain on Sick Leave, but without salary. Following an absence of greater than ninety (90) consecutive Calendar days, the Member may qualify for Long Term Disability as outlined in this Article. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.4 A Member who holds a Probationary or Tenured/Continuing Appointment, who is absent from work as a result of illness or injury up to a maximum of ninety (90) consecutive Calendar days shall receive his/her actual salary and benefits except in the following circumstances:
- a) if there is a recurrence of the same or related illness or injury within thirty (30) Calendar days following a Member's return to work on a full-time basis from Sick Leave, the Member is entitled to the unused portion of the original ninety (90) consecutive Calendar day period of Sick Leave;
 - b) if a Member is able to return to work on a part-time basis within the ninety (90) consecutive calendar day period, the ninety (90) consecutive calendar days will be extended by the amount of the time actually worked by the Member during this ninety (90) consecutive Calendar day period; or

- c) if a Faculty Member or Librarian becomes ill or injured while on Study/Research Leave such that the Study/Research Leave cannot be completed, the Member shall go on Sick Leave and the provisions of Article 22: Study/Research Leave for Faculty and Article 29: Study/Research Leave and Development Leave for Librarians shall cease to apply. If 50% or more of the Study/Research Leave is unable to be completed, the Faculty Member or Librarian may apply to the Dean or Chief Librarian for deferral of the Leave;
- d) for Veterinarian Members, who become ill or injured while on Consultative Leave, part c) above shall apply *mutatis mutandis*.

47.5 To ensure a timely application and consideration for Long Term Disability benefits, the person to whom the Member reports will inform Human Resources (Occupational Health and Wellness) as soon as possible of the absence due to illness or injury.

Workplace Safety and Insurance Board or (WSIB) benefits

47.6 A Member who holds a Probationary, Tenured/Continuing Appointment, who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first ninety (90) consecutive Calendar days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after ninety (90) days, the Member shall receive benefits directly from WSIB.

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

Long Term Disability (LTD)

47.8 If a Member's absence due to illness or injury continues beyond the

ninety (90) consecutive Calendar days of Sick Leave, the Member may qualify for LTD only in accord with, and to the extent of the terms of the legislation and/or LTD benefits policy in effect.

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

Return to Work

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

contact Occupational Health and Wellness before the Member's return to work to meet and discuss any accommodations required for his/her return to work.

Article 48 - Compassionate Leave

- 48.1 When there is a death or critical illness of an immediate family member, the University shall grant Compassionate Leave to a Member. Members requiring Compassionate 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 Dean, Chief Librarian, or in the case of Veterinarians, Director, shall determine the appropriate duration of the Leave after consultation with the Member. Such Leave will be with pay.
- 48.2 For this Article, immediate family is defined as parent, spouse (including common-law partner) of the opposite or same sex, step-parent, mother-in-law, father-in-law, grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step-child, or ward.
- 48.3 The Dean, Chief Librarian, or in the case of Veterinarians, Director, may grant Compassionate Leave for other grounds, such as to attend to the funeral of a friend or relative other than those specified in Article 48.2 above, or to provide for urgent or extraordinary elder or child-care needs of the Member's immediate family. The Dean, Chief Librarian, or in the case of Veterinarians, Director shall determine the appropriate duration of the Leave after consultation with the Member. Such Leave will be provided in accordance with the *Ontario Employment Standards Act*.

Article 49 - Court Leave

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

Article 50 - Political Leave

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

Article 51 - Research Policies

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

Animal Care Policy

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

Article 52 - Intellectual Property

Preamble

1. The Association and the University recognize that the common good of society is served by the unfettered search for knowledge in all fields of study, and upon its public exposition.
2. The University and the Association are committed to preserving the principles of academic and intellectual freedom and ensuring that all Creators of Intellectual Property have their rights protected.
3. The fundamental principle of the University's policy with respect to ownership is that, subject only to the specific exceptions set out in this Article (i.e. 28.1.6 and 28.1.8), Intellectual Property is owned by the faculty, librarians, veterinarians, staff and student Creator(s) who create it.
4. The development of Intellectual Property rights is not a basic purpose of University Activities, including research, nor is it a condition for support of such activities. The University agrees that UGFA Members will have no obligation to seek Intellectual Property rights for the results of University Activities, or to modify research to enhance such rights. No Member will be obliged to engage in the commercial exploitation of his or her scholarly work or to provide commercial justification for it, except as agreed to by the Member in any grant application, award, or Contract.
5. Issues relating to disputed ownership of Intellectual Property, the transfer of rights relating to Intellectual Property (including licensing) and the allocation of any revenue from Intellectual Property, will be decided in a fair and equitable manner.

52.1 Definition

- 52.1.1 "Creator" means the person or persons who creates, conceives, designs, discovers, develops or authors Intellectual Property.
- 52.1.2 "Extraordinary Support" means University funds, personnel, facilities, equipment and other resources that are provided to a

Member to a degree that is significantly in excess of that available to all Members. Extraordinary Support does not include University support in the form of the Member's regular salary, stipends, allowances, benefits, paid or unpaid leaves or reassigned time, the personnel, facilities, equipment, and other resources regularly funded by the activities of the Member's department, the normal use of University's library and computer facilities, and the University support accessible in connection with normal duties or academic instructional programs involving the Member. Such "Extraordinary Support" will be recognized by all parties through the signing of a Contract before such support is provided.

52.1.3 "Intellectual Property, means any result of intellectual or artistic activity including:

52.1.3.1 inventions, arts, processes, machines, manufacturers, compositions of matter and improvements;

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

expresses the said notes, manuals, artifacts or works), and productions (including sound, video, film, hypertext multimedia)

52.1.3.3 proprietary information trade secrets and know how;

52.1.3.4 industrial designs, artistic designs;

52.1.3.5 tangible research property including integrated circuit topography, biotechnology and genetic engineering products (including plant cultivars and germ plasm) engineering drawings, engineering prototypes and other property which can be physically distributed;

whether or not any such property is registrable or registered, or the subject of applications for registration, and all other products of research or discovery which are protected by law, including by a statutory regime, or which may be licensable.

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

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

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

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

52.1.8 No Member shall be obliged to engage in the commercial exploitation of his or her scholarly work or to provide commercial justification for it, except as promised, by the

Member, in any grant application, award, or Contract administered by the University.

52.2 Right to Publish

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

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

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

52.3 Right to Disclose Risks

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

52.4 Copyright

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

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

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

- a) there is a written Contract to the contrary, between the Member(s) and the University, or between the Member(s) and the University and a third party which assigns the ownership rights of the copyright material to the University or the third party;
- b) the University provides "Extraordinary Support". In such cases, the Member may agree to share his/her portion of the ownership rights and/or revenues deriving from the copyright material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year

until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year. All agreements between a Member or Members and the University pursuant to this paragraph shall be in writing and shall be copied to the Association.

- 52.4.4 No Contract or written agreement between the University and a Member shall contain a clause waiving moral rights.
- 52.4.5 In the event that an original work is the creation of more than one Member, the provisions of this article shall apply on a pro rata basis to all the creators of the work, unless a written agreement among the Members, or Contract states otherwise.
- 52.4.6 In the event that the University or assignee relinquishes its rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 52.4.7 The University agrees that all rights in the copyright to lectures and other works (per 28.4.2) prepared by and/or delivered by a Member in association with his/her teaching assignments(s) shall vest in the Member.
- 52.4.8 No Member shall claim any copyright in any assessment, grading, report or correspondence produced pursuant to her/his normal administrative duties within the University. Moreover, no Member shall claim copyright in any work provided to the Member to assist him/her in carrying out his/her duties and modified by the Member, such as a laboratory manual or claim copyright in any work produced and designed to assist in the day-to-day administration, operation and/or management of the University's affairs.

52.4.9 Where copyright has been assigned to it by a Member(s), the University shall inform the Association and the creators, in writing, of any agreements in enters into purporting to assign copyright materials to any Party except that Member(s).

52.4.10 A Member who creates a copyrighted work in the course of his/her normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable license to use such works in other, non-commercial teaching and/or scholarly, research or creative activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication. This license shall not apply to a Member's personal documents, including unpublished lecture notes, course notes, lab notes or any work-in-progress. The Member may withdraw the right to use because of dating or other *bona fide* scholarly reasons provided that the Member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

52.5 Patents

52.5.1 The discovery of patentable inventions is not a basic purpose of university research, nor is it a condition for support of such research. The University agrees that the Member shall have no obligation to seek patent protection for the results of scientific work or to modify research to enhance patentability. When a Member has an invention which he/she believes has a reasonable prospect of being patented and intends to take steps to do so, he/she is obliged to disclose this, in writing, to the University. The University further agrees that the Member has the unqualified right to publish his or her inventions. This article applies to any result of intellectual or artistic activity, created by a Member or Members that can be owned by a person excluding know how, data and works to which copyright alone attaches.

- 52.5.2 All inventions belongs to the Member or Members who create the work even if it is produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:
- a) there is a written Contract to the contrary, between the Member(s) and the University with respect to the OMAFRA Agreement, which assigns the ownership rights of the patentable material to the University or another party;
 - b) the University provides "Extraordinary Support". In such cases, the Member may agree to share his/her portion of the ownership rights and/or revenue deriving from the patentable material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year.
- 52.5.3 A Member shall give notice to the University in writing of any patent application made by him/her within three (3) months of the date of such application and shall assert at that time whether it refers to an invention, improvement, design or development made with the Ordinary or made with the Extraordinary Support of the University. If the University fails to challenge in writing the assertion of the Member within three (3) months of the receipt of notification of the application, the University shall be deemed to have accepted as accurate the assertions set out in the Member's notice. Failure by the Member to give notice of a patent application within the prescribed three month time period shall maintain the University's rights until such notification. The burden of establishing the amount of extraordinary expenses incurred by the University shall lie with the University.

- 52.5.4 A Member may, at his/her sole discretion, make his/her own arrangements for an application for patent, and for the commercial exploitation of any invention, improvement, design or development so patented, at his/her sole expense.
- 52.5.5 A Member may, at his/her sole discretion, enter into an agreement with the University to use the services of the Business Development Office. The University and Member will come to an agreement on the cost sharing plan for patent and potential commercial exploitation.
- 52.5.6 Members have the right to invoke the Dispute Resolution Process where the Member believes that the University has failed to bring appropriate skill and effort to bear on the exploitation over a period of time.
- 52.5.7 All proceeds resulting from patents of inventions, improvements, designs or developments which have been funded by an external organization shall be divided between the Member and the external funding agency according to written agreement between the Member and the external funding agency. University recovery of overhead costs from the external funding agency shall be separate from and shall not include any such division of proceeds.
- 52.5.8 The Member shall grant to the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use solely for the University's internal use any patented invention, improvement, design or development when such was made, discovered or developed using University facilities, support personnel, support services, equipment or materials. Such right shall not include the right to exploit commercially any such invention, improvement, design or development, or to licence anyone to do so except as allowed in this Article.
- 52.5.9 Any revenue that the University may receive under the terms of this Article shall be dedicated to research and other forms of scholarly activity and the Association shall receive notice of same.

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

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

52.6 Written Agreements or Contracts

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

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

- a) the identities of those entering into the agreement;
- b) any support, and/or resources, beyond those normally available to Member(s) that are being provided;
- c) the deadlines agreed to by the Parties;
- d) the Member(s) responsible for the creation of the work shall retain the exclusive right to rework, revise, or amend any work and to be fairly compensated;
- e) provision with respect to the right of others at the University to make reproductions of the work to use in teaching, scholarship and research;

- f) the duration of the agreement and the process for its revision;
- g) provision for the disposition of materials produced under the agreement if the agreement is not renewed.

52.7 Subject to 52.5.2, the University shall not enter into any agreement with a third party (including an agreement to administer funds) which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member.

52.8 Any Member entering into a collaboration with another Member, with other, non-Member employees of the University, or with a person or persons external to the University will, prior to the commencement of the collaboration, inform all collaborators that, where there is no written agreement to the contrary, the provisions of this Article will apply.

52.9 The name "University of Guelph" and abbreviations thereof, and the logos of the University of Guelph and their component parts, are trademarks and service marks of the University and are owned by the University. Members will take all reasonable and practicable steps to ensure that the name of the University and such other trade-marks and service marks are not used in connection with Intellectual Property without the prior written agreement of the University. No statement made by a Member with respect to Intellectual Property may, in any way, imply approval, promotion or use of such Intellectual Property by the University without the prior written agreement of the University. Notwithstanding the foregoing, nothing shall prevent a Member from stating his/her employment, rank and title in connection with Intellectual Property.

52.10 This Article does not affect the ownership, revenue or other rights and obligations of the University, the Association and Members with respect to Intellectual Property which is the subject of any Contract dated, or any disclosure to the University made, prior to the date of this Collective Agreement.

52.11 Dispute Resolution

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

Article 53 - Compensation

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

Salary General

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

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

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

Salary Floors

53.4 No Member shall be paid a salary below the floor for his/her rank.

53.5 The Salary Floor for Faculty Members shall be:

Rank	2007/2008	2008/2009	2009/2010	2010/2011
Professor	\$81,600	\$83,700	\$85,863	\$88,277
Associate Professor	\$74,400	\$76,500	\$78,663	\$81,077
Assistant Professor	\$70,000	\$72,100	\$74,263	\$76,677

53.6 The Salary Floor for Librarian Members shall be:

Rank	2007/2008	2008/2009	2009/2010	2010/2011
Librarian	\$67,600	\$69,797	\$72,065	\$74,408
Associate Librarian	\$60,400	\$62,363	\$64,390	\$66,482
Assistant Librarian	\$56,000	\$57,820	\$59,699	\$61,639

53.7 The Salary Floor for Veterinarian Members shall be:

	2007/2008	2008/2009	2009/2010	2010/2011
Veterinarian	\$70,000	\$72,100	\$74,263	\$76,677

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.

Base Increases

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, 2007: 3.00%
- July 1, 2008: 3.25%
- July 1, 2009: 3.25%
- July 1, 2010: 3.25%

53.10 Competitive Adjustment

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, 2007:	1.16%
July 1, 2008:	1.50%
July 1, 2009:	1.50%
July 1, 2010:	1.59%

53.11 Faculty, Librarian and Veterinarian Members' base salaries as at June 30, 2007 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:

a) For Veterinarian Members *only*:

Effective July 1, 2007:	\$1,800
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b) For All Members thereafter:

Effective July 1, 2008:	\$1,900
Effective July 1, 2009:	\$2,000
Effective July 1, 2010:	\$2,100

53.13 Where a Member has been given a performance rating of Unsatisfactory, the Provost may, after having given due consideration to mitigating circumstances, and following any appeal provided for under Articles 21, 28 or 34, withhold, in whole or in part, the Annual Career Increment provided for in 53.12. The decision of the Provost is subject to the Grievance procedure.

Performance Increments

53.14 A performance based recognition fund will be established and shall be allocated to base salaries on July 1, 2008, July 1, 2009 and July 1, 2010 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.
- 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;
- 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: 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 Members promoted to the next higher rank shall receive 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 Annual Career Increment and Performance Increment awards.

Research Chairs

53.18 A *Research Chair* is an academic Appointment that is funded from internally or externally designated funds. Funds designated and restricted for this purpose could include those from government, public,

private or endowed funds. Research Chairs include, but are not limited to, Canada Research Chairs, and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).

53.19 Chairholders shall normally be appointed at salaries comparable to those of other faculty with similar qualifications and experience.

53.20 To be competitive in recruiting and retaining top scholars, and to recognize the distinction of holding a chair, Chairholders may be eligible for a Research Chair Supplement for as long as they hold the chair. The value of the annual Supplement shall be established at the time of appointment.

53.21 This Supplement shall not form part of the base salary, meaning that when the Member ceases to be a Chairholder the Member will no longer be eligible to receive the Supplement.

Overload Stipend

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

Remuneration of Chair/Directors and Librarian Administrative Appointments

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, 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. The actual stipend amount shall be determined by negotiation between the Faculty Member and the Dean at the time of appointment to the position of Chair/Director.

53.24 A Librarian holding an Administrative Appointment shall receive an annual stipend. For all Librarians who hold an Administrative Appointment, or subsequently assume an Administrative Appointment

during the term of this Agreement, the amount of the stipend shall be a minimum of:

Level I: \$5,500
Level II: \$7,500
Level III: \$10,500

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

On-Call and Emergency

53.25 A Veterinarian or Faculty Member who is required by the University to be on call for the provision of emergency services in the VTH or AHL shall be remunerated at the rate of \$50 per day.

53.26 Veterinarian Members in the VTH and Faculty Members who are required by the University to provide emergency services outside of their regular hours shall be remunerated at a rate per hour for providing service as follows:

- a) In-house services (Large Animal Clinic): \$250/hour
- b) In-house services (Small Animal Clinic): \$300/hour:
- c) Field Service: \$150/hour.

53.27 Veterinarian Members in the AHL who are required by the University to provide emergency services outside of their regular hours shall be remunerated at \$150/hour spent directly involved in providing the service.

Benefits

53.28 All existing benefit plans available to eligible Members as at June 30, 2007 shall continue unchanged, except as modified by this Agreement.

53.29 Other plans or programs, such as, but not limited to, Employee Assistance Program, Athletic Fee Subsidy, etc. shall continue unchanged, except as modified by this Agreement.

53.30 For purposes of the Extended Health and Dental benefits, “spouse”

means the Member's spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with, and has been living with, the Member in a conjugal relationship.

53.31 Members who continue to hold Probationary or Tenured/Continuing or Contractually Limited Appointments beyond their normal retirement date are entitled to receive the same benefits coverage as they held at their normal retirement date.

53.32 Notwithstanding the provisions of 53.30 of this Article, long term disability benefits and Life Insurance end at a Member's normal retirement date.

Professional Development Reimbursement (PDR)

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

July 1, 2008: \$1550

July 1, 2009: \$1600

July 1, 2010: \$1650

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

Post-Retirement Benefits

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

Phased Retirement for Tenured or Continuing Appointment Members

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

Continuing Appointment,

53.37 Definitions:

- a) Normal Retirement: Under University pension plans, the normal retirement date is age 65 (eligible for unreduced pension). An individual Member may choose to retire on either the first of the month following the month in which the individual turns 65 or the end of the semester in which the Member turns 65;
- b) Early Retirement: Members may be able to retire up to ten (10) years prior to the Normal Retirement age, normally with a “penalty”. The University’s pension plans have a provision for an unreduced (no penalty) early retirement pension if the Member has accumulated a sum of eighty-five (85) points (sum of age plus years of pensionable service.);
- c) Postponed Retirement: is a retirement date effective after a Member’s normal retirement date. Members postponing retirement will be expected to carry out the normal range of duties and responsibilities until they retire;
- d) Phased Retirement: Members may be able to commit to a period of Reduced Workload in accordance with Article 54: Reduced Workload, after which period of time they would retire or resign.

Phased Retirement Option:

53.38 This is available to Members who hold full-time Tenured or Continuing Appointments (regardless of funding) who are between the ages of 55 and 67 (at the beginning of the period of Reduced Workload) and have completed ten (10) years or more of pensionable service at the University as at July 1, 2007.

53.39 Under this option, a lump-sum payment is available equal to 75%

of the nominal final salary at retirement plus a “phase-out” period (toward retirement) over a maximum of two (2) years. The retiring allowance would be payable at the end of the phase-in period.

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

Approvals:

- 53.45 Acceptance for the voluntary resignation/early retirement or phased retirement requests under the options outlined above is conditional upon ensuring operational and academic priorities can be achieved. The application by the Member requires signed

support from the Department Chair/Director as applicable, and signature approval by the Dean or Chief Librarian, with final approval by the Provost.

53.46 A decision to approve or not to approve will not be subject to Grievance. Reasons for the denial will be provided to the Member in writing.

Article 54 - Reduced Workload

Reduced Workload

- 54.1 This Article applies to Full-Time Members with the exception of those holding Contractually Limited Appointments.
- 54.2 A Reduced Workload Appointment is one in which the appointment of a Full-Time Member is reduced from the Member's normal workload to less than full-time, on a regular basis.
- 54.2.1 Normally, Members will be expected to retain their agreed-upon DOE. The criteria for Promotion and Tenure or Continuing Appointment shall be the same as for Members not on Reduced Workload Appointments.
- 54.3 A Member seeking a Reduced Workload Appointment shall apply to the Dean, Chief Librarian, or, in the case of Veterinarians, Director, for Reduced Workload. The Dean, Chief Librarian or in the case of Veterinarians, Director shall consider the application, taking into account the circumstances of the applicant, the academic and service responsibilities and, if applicable, any other factors relevant to the application.
- 54.4 Reduced Workload appointments require agreement of the Member and the University. The University shall not unreasonably deny a request for a Reduced Workload Appointment.
- 54.5 Members will apply in writing, normally at least six (6) months before any Reduced Workload Appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances/events.
- 54.6 The letter of application for a Reduced Workload Appointment shall include:
- a) the proposed date of commencement and the proposed term

for the requested period of Reduced Workload;

- b) the percentage of the Member's normal workload which the Member is requesting to carry during the period;
- c) terms or conditions that the Member wishes to have associated with the Reduced Workload, including terms or conditions respecting activities which would be reduced more than others or respecting the distribution of workload obligations within the period of Reduced Workload; and
- d) any other documentation the Member deems relevant to the application, including any supporting statements from the Member.

54.7 If the Member and the Dean, Chief Librarian, or, in the case of Veterinarians, Director, or designate, agree on the provisions of the proposed Reduced Workload Appointment, those provisions shall be confirmed in writing and signed by the Dean, Chief Librarian, or in the case of Veterinarians, Director, or designate and the Member. These provisions will include the period of Reduced Workload, the proportion of Reduced Workload to full-time responsibilities/ duties during the period of Reduced Workload, extensions to probationary period, provisions for performance evaluation during and after the period of Reduced Workload, rate of accrual for Study/Research Leave, or Consultative Leave for Veterinarians, and benefits coverage.

54.8 An initial period of Reduced Workload shall run for part of, or all of, an academic year or for consecutive academic years up to three (3) years. An initial period may be followed by additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in writing at least six (6) months in advance and shall be subject to the same review process followed in the initial application.

54.9 This proposed Reduced Workload Appointment shall be forwarded to the Provost, for final review and approval on behalf of the University. Within twenty (20) days of receipt of the proposal for a Reduced/Workload Appointment, a decision will

be made. Any decision by the Provost not to approve the proposal shall be accompanied by written reasons.

- 54.10 In the case of Probationary Members, if a 50% reduction has occurred for two (2) years or longer, the maximum length of the probationary period for Tenure shall be extended by one year (from six (6) to seven (7) years).
- 54.11 The level of salary shall be pro-rated to reflect the proportion of the Reduced Workload to full-time responsibility.
- 54.12 Vacation and Sick leave entitlement shall be as per Articles 46 & 47, except that the level of salary shall be pro-rated as per 54.11.
- 54.13 The amounts of any salary increase shall occur on a pro rata basis as in Article 54.11. Any percentage increases in salary shall be applied to the Member's pro-rated salary.
- 54.14 Eligibility for, and participation in, all group insurance plans, legislated plans and pension plans shall continue as is, or as amended from time to time, but coverage shall be on a pro rata basis, where appropriate, as in 54.11, except as specified in Article 54.15.

Pension and Benefits

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

Miscellaneous

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

Article 55 - Financial Exigency

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

Definition

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

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

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

Declaring a Financial Exigency

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

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

Financial Commission

- 55.7 The Financial Commission shall be comprised of five (5) members, two (2) chosen by the University, two (2) chosen by the Association and a Chair chosen by both the University and the Association. If the Parties cannot agree on the Chair, the Chief Justice of Ontario shall be asked to select the Chair.
- 55.8 The Financial Commission shall meet to consider the Financial Exigency as specified in the President's formal notice and to determine whether a Financial Exigency exists.
- 55.9 The onus of proof shall be on the University to establish to the satisfaction of the Financial Commission that a state of Financial Exigency exists within the meaning of this Article.
- 55.10 The Financial Commission shall establish their own procedures and shall inquire into and answer each of the following questions:
- a) whether the University's financial position constitutes a *bona fide* budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) years; and constitute a problem sufficiently grave that the University's continuing functioning is endangered;
 - b) whether, in view of the primacy of academic goals at the University, the reduction of Members and/or the reduction in salaries and benefits of Members is a reasonable type of cost-saving and whether all means of achieving cost-saving in all other areas of the University's expenditures have been explored and utilized;
 - c) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
 - d) whether every effort has been made to secure further assistance from the Provincial Government;
 - e) whether enrolment projections are consistent with the

proposed academic staff complement;

- f) whether all reasonable means have been taken to reduce costs, such as Members' voluntary early retirement, voluntary resignation or voluntary Reduced Workload;
- g) any other matters that it considers relevant to the proposed Financial Exigency.

55.11 The Financial Commission shall have access to any University documents, data and records it considers relevant to its inquiries. The University shall cooperate with the Financial Commission in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Financial Commission whether a state of Financial Exigency exists within the meaning of this Article. The University shall provide a copy of such documentation to the Association at the same time it is provided to the Commission.

55.12 The Financial Commission shall conduct its inquiries, answering each of (a) to (f), as well as any other specific questions that arise under (g) above. Both the Association and the University shall make submissions to the Commission within (60) sixty days of the appointment of the Commission and the Commission shall report to the Parties within thirty (30) days after that. Such report shall be by receipted hand delivery.

55.13 If the Financial Commission finds that a state of Financial Exigency exists, its report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members.

55.14 The Board of Governors, through the President, has the responsibility for implementing actions arising out of the report of the Financial Commission.

55.15 It shall be open to both Parties, notwithstanding any provisions to the contrary in this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits or reach other mutually acceptable emergency methods of reducing

expenditures that could avert layoffs or decrease the number of layoffs.

55.16 When Financial Exigency has been confirmed, and no satisfactory provision can be made by the University for the continued employment of all Members, the President shall prepare a report which shall identify those Departments/Schools in which there are to be lay-offs. The plan shall be structured so that the University may continue to operate as far as possible in accordance with its mission and may propose across-the-board cuts, vertical cuts (involving Department/School closures), or some combination of across-the-board and vertical cuts.

55.17 The President shall present the report to the University Senate with a copy to the Association. Senate shall discuss the report, using its own procedures, and return it to the President within thirty (30) days, with comments and recommendations for revision. The President shall consider Senate's comments and recommendations as well as the comments and recommendations received, within the same thirty (30) day time frame, from the Association.

55.18 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the following lay-off order shall apply:

- a) all contractually-limited appointments;
- b) Members holding probationary appointments;
- c) all other Members, in accordance with 55.19.a) below.

55.19 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the selection of persons to be laid off shall be on the basis of:

- a) quality of performance as determined in accordance with Article 21: Tenure, Promotion and Review of Faculty; Article 28: Continuing Appointment, Promotion and Review of Librarian Members; and Article 34: Performance Review for Veterinarian Members.

- b) where two persons are considered substantially equal in the application of the factors listed in a), then the decision shall be made on the basis of length of full time employment as a Member.

55.20 The following will apply to Members who are selected for lay-off:

- a) the University shall either provide to the Member at least twelve (12) months working notice, in writing, or the Member's regular salary and benefits in lieu thereof, and
- b) the University shall pay the Member severance pay at the rate of one (1) month's Regular Salary for each Academic Year of service, subject to a maximum of twenty-four (24) months and a minimum of six (6) months

55.21 Any layoffs under this Article shall occur only to the extent necessary to alleviate the Financial Exigency.

Article 56 - No Strike or Lockout

No Strike or Lockout

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

Essential Services

56.2 The Parties agree that proper care of animals will be maintained by Members of the Association in the event of a legal Strike or Lockout. For purposes of this Article, animals include animals in research, teaching, testing, wildlife and client-owned animals.

56.3 Within thirty (30) days of the signing of this Agreement, the University will identify a number of positions which it deems sufficient to provide for continuous proper care of animals and the maintenance of diagnostic services in the event of a legal Strike or Lockout. The Joint Committee will meet to finalize the list through the execution of a Memorandum of Agreement, and such Agreement shall be effective until such time as a new Collective Agreement is signed.

56.4 All persons so designated will be paid as per the Collective Agreement in effect immediately prior to the strike or Lockout.

56.5 Only essential care duties will be assigned to designated Members.

Member Status

56.7 No Member shall be subject to disciplinary action solely for refusing to carry out the duties of an employee of the University who is on legal strike, or of one who is prevented from performing duties by a Lockout.

56.8 The University shall not refuse to re-employ a Member solely as a consequence of exercising his/her right to strike as a result of a legal Strike declared by the Association, or as a consequence of a

Lockout imposed by the University. There is no obligation on the University to extend a contract or re-employ if the term of a contract ended during a period of Strike or Lockout.

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".

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

**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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

**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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

**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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

**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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

**Letter of Understanding #6
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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

Letter of Understanding #7
Method of Nomination and Election of Members to Tenure and
Promotion Committees

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

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

**Letter of Understanding #9
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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

Letter of Understanding # 10 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.
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 or Chief Librarian. All decisions will be irrevocable.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

**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 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

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 judgement.
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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

Letter of Understanding #13
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.

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association

**Letter of Understanding #14
Human Rights and Health & Safety**

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

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

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

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

Signed on this 31st day of March 2008,
at Guelph, Ontario

On behalf of the
University of Guelph

On behalf of the University of Guelph
Faculty Association