

Court File No. CV-22-00691880-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

DR. BYRAM BRIDLE

Plaintiff

- and -

UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE,
GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK
DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST

Defendants

MOTION RECORD – VOLUME III OF III

June 28, 2024

**CANADIAN UNIVERSITIES RECIPROCAL
INSURANCE EXCHANGE**

5500 North Service Road, Suite 901
Burlington, ON L7L 6W6

D. Lynn Turnbull - LSO#: 38056J

Email: ltturnbull@curie.org

Tel: 905-336-3366 ext. 242

Lawyers for the Defendants, University of
Guelph, Jeffrey Wichtel, Laurie Arnott,
Charlotte Yates, Scott Weese, Glen Pyle,
Andrew Peregrine, Dorothee Bienzle, Amy
Greer and Nick Duley

TO: **ROCCO GALATI LAW FIRM**
1062 College Street, Lower Level
Toronto, Ontario M6H 1A9

Rocco Galati – LSO# 29488Q
Email : rocco@idirect.com
Tel: 416-530-9684

Lawyer for the Plaintiff

AND TO: **JANE OR JOHN DOE JUNIOR SCIENTIST**

Defendant

INDEX

Court File No. CV-22-00691880-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

DR. BYRAM BRIDLE

Plaintiff

- and -

UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE,
GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK
DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST

Defendants

INDEX

Tab/Exhibit

Affidavit of Glen Pyle	7
Exhibit "A" - Letter re Faculty and Staff Support Vaccine Safety dated June 28, 2021	A
Exhibit "B" – Tweets	B
Exhibit "C" – Email from Pyle to Bridle dated May 30, 2021	C
Exhibit "D" – Tweet replies (8x)	D
Exhibit "E" - Email exchange between Bridle and Pyle dated May 30, 2021	E
Exhibit "F" - Email from Pyle to Wichtel dated June 24, 2021	F
Exhibit "G" - Email to O'Connell from Pyle dated July 21, 2021	G
Exhibit "H" - Video dated July 21, 2021	H
Exhibit "I" - Steve Kirsch tweet dated December 17, 2022	I

Exhibit "J" - Collective Agreement dated July 1, 2017 to June 30, 2021	J
Affidavit of Andrew Peregrine	8
Exhibit "A" - Letter re Faculty and Staff Support Vaccine Safety dated June 28, 2021	A
Exhibit "B" – Complaint dated July 22, 2021	B
Exhibit "C" – Peace Bond Application Form dated February 24, 2022	C
Exhibit "D"- Collective Agreement dated July 1, 2017 to June 30, 2021	D
Affidavit of Dorothee Bienzle	9
Exhibit "A" - Letter entitled Faculty and Staff Support Vaccine Safety dated June 28, 2021	A
Exhibit "B" - Email complaint from Bienzle dated July 21, 2021	B
Exhibit "C" - Email from Bienzle to Wichtel dated July 22, 2021	C
Exhibit "D" - Collective Agreement dated July 1, 2017 to June 30, 2021	D
Affidavit of Amy Greer	10
Exhibit "A" - Letter entitled Faculty and Staff Support Vaccine Safety dated June 28, 2021	A
Exhibit "B" - Collective Agreement dated July 1, 2017 to June 30, 2021	B
Affidavit of Nick Duley dated June 13, 2024	11
Exhibit "A" - Resume	A
Exhibit "B" – Guide to Code of Ethics and Rules of Professional Conduct	B
Exhibit "C" – Letter to Laurie Arnott re Terms of Engagement dated July 28, 2021	C
Exhibit "D" – Investigation Report dated November 9, 2021	D
Statement of Claim issued December 19, 2022	12

Statement of Defence dated March 1, 2023	13
Reply dated March 8, 2023	14

TAB 7

I

Court File No. CV-22-00691880-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DR. BYRAM BRIDLE

Plaintiff

- and -

**UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE,
GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK
DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST**

Defendants

AFFIDAVIT OF GLEN PYLE

I, Glen Pyle, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the defendants in this proceeding, and, as such, have knowledge of the matters to which I hereinafter depose. The matters deposed to that are not within my direct knowledge have been derived from third parties and/or a review of documents and, in each of such cases, the source of the information is identified, and I verily believe such matters to be true. True copies of all exhibits referred to herein are attached.
2. I am a professor in the Department of Biomedical Sciences at the Ontario Veterinary College ("OVC") at the University of Guelph ("Guelph").
3. The plaintiff, Dr. Byram Bridle (hereinafter "Dr. Bridle") is an Associate Professor of Viral Immunology in the Department of Pathobiology at OVC.

4. Dr. Bridle is a high-profile critic of the COVID-19 public health response and advice. Commencing in or about August of 2020, he began participating in a series of speaking engagements and interviews criticizing the safety and efficacy consensus of COVID-19 vaccines. His opinions were contrary to the overwhelming majority of scientific opinions at the time, including the opinions of myself and many of his other OVC colleagues, including Dr. Scott Weese, Dr. Andrew Peregrine, Dr. Dorothee Bienzle and Dr. Amy Greer.

5. On June 28, 2021, I, along with Drs. Weese, Peregrine, Bienzle and Greer, and 79 other colleagues, signed a letter stating that we disagreed with Dr. Bridle's public statements that COVID-19 vaccines were unsafe. The letter, entitled *Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety*, stated:

We are a science-based faculty and staff at the University of Guelph who support evidence-based decisions and disagree with misinformation being circulated by a member of the faculty at the Ontario Veterinary College.

COVID-19 is an unprecedented pandemic due to a novel coronavirus. Nearly four million people globally have died as a result, and nearly two hundred million have been reported as infected. Many millions more have suffered and continue to suffer from physical and mental illness associated with the pandemic, isolation, poverty, and the long-term effects of the infection.

Vaccines for SARS-CoV-2 were designed, tested and produced at an unprecedented speed and on an extraordinary scale. The ability to quickly develop safe and effective vaccines was made possible through remarkable global co-operation and by concurrently running clinical trials, not by cutting corners. Many countries rapidly authorized vaccines for emergency use. Various types of vaccines are available, including those based on mRNA coding for the viral spike (S) protein, vector-based DNA vaccines coding for the S protein, and recombinant S protein particles. Two doses of the vaccines (type-dependent) have dramatically reduced illness and infections in many parts of the world. The vaccines are highly

effective and have very few adverse effects. The coordinated effort of scientists, pharmaceutical companies, public health and regulatory agencies to produce effective vaccines against COVID-19 for billions of people in less than a year is an achievement previously unimaginable.

Dr. Byram Bridle has stated on multiple platforms and numerous outlets that COVID-19 vaccines are unsafe. These statements are contrary to overwhelming scientific evidence. The S protein generated by or incorporated into vaccines is an effective immunogen but does not alter DNA, does not induce infertility or pass through breast milk, and is not a toxin. Adverse vaccine effects do occur but at a similar or lower frequency than for routine vaccines. In the face of this terrible pandemic, widespread vaccination is the best way out of the devastation we currently face. Many people have limited understanding of the complexities of immunization against infectious agents, and rely on scientists in epidemiology and immunology to share their knowledge and experience, especially at times such as these when fear is high. Misinformation spread by individuals such as Dr. Bridle targets uncertainty.

The University of Guelph, including us, supports freedom of expression. However, as scientists and academics we also have a responsibility to counter misinformation, particularly when the misinformation causes harm. A high rate of vaccine acceptance is essential for prevention of SARS-CoV-2 disease and deaths, and for a return to normalcy. In particular, given the high transmissibility of recent variants, very high vaccination rates among people eligible for vaccination are critical. We are very concerned that people who are not seeking vaccination because of misinformation will suffer ill effects from SARS-CoV-2 infection, will infect others, and will slow the return to a more normal life. Academic freedom is important but should not be a license to spread misinformation that has been clearly refuted, including by authors of publications that Dr. Bridle cites in support of his statements. Some may even consider the University of Guelph complicit by failing to provide a clear and effective response to this misinformation campaign, which is impacting the reputation of the institution and its faculty. Considering the harmful effects of COVID-19 on individuals and

communities, the continued spread of misinformation undermines Canadian public health measures, including our vaccine program, and threatens global health security more broadly.

Therefore, we wish to state publicly that as scientists, faculty, and /or staff of the University of Guelph we stand firmly against the continued spread of factually incorrect and misleading information that is being disseminated by Dr. Bridle. We have confidence that the SARS-CoV-2 vaccines approved for use in Canada are safe and effective, and we wish to reassure the public that as members of the University of Guelph community we fully support evidence-based public health, which includes vaccination against COVID-19.

Attached hereto and marked as Exhibit A to this my affidavit is a true copy of the letter dated June 28, 2021 [citations omitted].

6. The June 28, 2021 letter that I co-signed was not motivated by any malice or ill-will towards Dr. Bridle, but a good-faith effort to protect the public from misinformation in the midst of an unprecedented global pandemic. I was very concerned that the public statements being made by Dr. Bridle could lead individuals to ignore public health recommendations and measures designed to mitigate the risks of the pandemic and specifically, public health recommendations to be vaccinated and to wear masks in public. I had the same concern about other anti-vaccine activists expressing public sentiment about vaccines being unsafe.
7. I have an account on X (formerly Twitter), where I post public messages under my username, @glenpyle. I have approximately 7,918 followers. I use X as a platform to express my views on a number of topics, including to communicate my opinions on public health measures related to the COVID-19 pandemic.
8. Between May 28, 2021, and November 10, 2022, I responded to tweets posted by others addressing Dr. Bridle's work and/or public statements. They are as follows:

- i. May 28, 2021: It's an interesting idea given the proposed use of that spike protein in a vaccine under development.
- ii. May 28, 2021: No, there aren't any studies cited except for the unpublished one you are presenting in pieces. Also, if I recall correctly, he refers to the Lei aper, which I already pointed out is being misinterpreted (the authors words). Again, again, the vaccine has an engineered sequence.
- iii. May 29, 2021: I have another question. If the spike protein vaccine is so dangerous, why does Dr. Bridle have funding to create a vaccine using the spike protein?
- iv. May 29, 2021: I've attacked his argument: the levels of the spike protein (300 fM) are well below the levels needed. That is using his reference. It is a simple question: he claims it is dangerous, so why is he doing research to create a vaccine he claims is dangerous? A logical question.
- v. May 29, 2021: He also fails to mention that while criticizing the safety of spike protein vaccines, he holds a grant to develop a vaccine using – that's right – the spike protein.
- vi. May 29, 2021: He has a grant to create a vaccine based on the spike protein.
- vii. May 29, 2021: The spike protein in the vaccine is engineered to be different from the naturally occurring protein. Plus, as the paper Dr. Bridle cites as proof the protein circulates, it is 10,000X below the level needed to bind.

- viii. May 29, 2021: Happy to help. More important, happy to provide references. People can read & see the data themselves, not anyone's interpretation (including mine).
- ix. May 29, 2021: The paper Byram cited doesn't support his claim. That's pretty telling that a study cited to support his claims actually goes against those claims.
- x. May 29, 2021: Here is a source that was cited in the interview [link to Circulating Severe Acute Respiratory Syndrome Coronavirus].
- xi. May 29, 2021: @cm93967811 @DFisman @UofGuelphOAC No. He works at @OntVetCollege but we are not all veterinarians. Many of us do research focused on human health.
- xii. May 29, 2021: @LC2342803053 @DFisman @ UofGuelphOAC You'll notice he never mentions the levels. By my calculations the spike protein peaks at ~300-350 fM. The Kd for the ACE2 receptor it binds to ~1.5 nM. This means it is 10,000 times below the amount needed. The study is fine. The math to criticize the vaccine, not so much.
- xiii. May 29, 2021: @dandkdly111 @manorlaboratory @Dean Parise Here is the human paper he says shows circulating levels of the spike protein [link illegible].
- xiv. May 29, 2021: @dankdly111 @manorlaboratory @DeanParise Peak levels of the spike protein are ~60 pg/mL. If you convert that to [illegible], it is ~300-340 fM. That is 10,000X lower than the Kd

for the ACE2 receptor, which is what it targets. In other words, the study he cites shows the levels are too low to be damaging.

- xv. May 29, 2021: @dankdly111 @manorlaboratory @DeanParise
Don't just take my word for it. The people that wrote the study say they (sic) data shows the vaccine works.
- xvi. May 29, 2021: I hate to do this because this is my college, but Dr. Bridle is not in OAC. He is a faculty member at @OntVetCollege.
- xvii. May 29, 2021: It's not a hacker. The person who made it has contacted me. They are a scientist.
- xviii. May 29, 2021: They are not a colleague. I don't say that to be dismissive, just to clarify that this is not someone who is at the same level & has legitimate reason to fear retribution. You are certainly entitled to your opinion on the website & I'm not here to change anyone's mind on that.
- xix. May 29, 2021: Totally agree that open debate & discussion is critical. I have stuck to debating the science & its merits, & stay away from personal attacks (not to suggest you have been personal).
- xx. May 31, 2021: Case in point, a study by Ogata & colleagues academic.oup.com/cid/advance-ar... Data: very low levels of circulating antigen, good antibody response, & antigen clearance. Loudest message? Dangerous spike proteins from vaccines are circulating!

- xxi. June 9, 2021: Safety has been demonstrated. The path to full approval is explained by @DrTomFrieden here: twitter.com/DrTomFrieden/s... We did not criticize anyone for waiting; we simply pointed out & countered the misinformation being spread about the spike protein.
- xxii. June 9, 2021: Also, full use has been authorized in some countries. Check here for that information: nytimes.comm/interactive/20__
- xxiii. June 9, 2021: Can you post the peer-reviewed study Dr. Bridle conducted?
- xxiv. June 9, 2021: Concerned about the dangers of spike proteins in #COVID19Vaccines? @scienceCC, @DFisman, David Walt, @weese_scott, @AmyGreerKalisz, & I dispel the myths & misinformation in this @USATODAY Fact Check by @dpfunke. Bottomline: #GetVaccinated & save lives.
- xxv. June 18, 2021: The authors of the studies disagree with the interpretation of their work. “Bridle is taking our results and completely misinterpreting them”. – David Walt
reuters.com/article/factch...
zenodo.org/record/4784787
- xxvi. October 27, 2021: Interesting that the University of Alberta president applauds his faculty for work with Science Up First. As @uofg faculty, I am not allowed to use university identifiers for the

same work. I asked in February, 2021. Why is that @uofgpresident?

- xxvii. October 27, 2021: Here is the initial email where I asked to use university identifiers like the logo alongside my #SciComm work. I never received a response. You know who was able to use university letterhead & logos? Vaccine & mask opponents.
- xxviii. November 2, 2022: Byram Bridle (in response to question regarding who had penned a letter).
- xxix. November 10, 2022: Nice to see the court recognize a COI that @uofg has denied. Of course, the university stands to gain financially, so it's not surprising to see them take a position that protects their own interest.

Attached hereto and marked as **Exhibit B** to this my affidavit are true copies of the aforementioned printouts from my X account.

- 9. My posts on X have not been restricted to Dr. Bridle. I have also commented on the anti-vaccination views of Steve Kirsch, Robert F. Kennedy Jr., Alex Berenson, Randy Hillier, Robert Malone and several others.
- 10. The Wikipedia pages for the aforementioned individuals contains both factual information and what anti-vaccine activists might consider to be inaccurate and/or inflammatory commentary. Regardless, the pages reveal a robust public discourse of a matter of significant interest worldwide. One cite from Steve Kirsch's Wikipedia page is an article published in MIT Technology Review entitled "This tech millionaire went from covid trial funder to misinformation superspreader" [October 5, 2021]. To my knowledge, neither Wikipedia or MIT Technology Review have been sued by him.

11. I have posted on X about Steve Kirsch, Robert F. Kennedy Jr., Alex Berenson, Randy Hillier and Robert Malone far more frequently than I have posted about Dr. Bridle. As is the case with Dr. Bridle, my posts about these individuals were not made maliciously; they were based on a sincere concern about the potential for harm arising from the spread of misinformation.

12. With respect to the allegation that Dr. Weese and I entered into a conspiracy with one or more of the other individually named defendants to defame Dr. Bridle and damage his reputation, I categorically deny this. I expressed this in an email that I sent to Dr. Bridle on May 30, 2021:

Finally, I would like to point out that anything I posted was based on publicly available information and that I have stuck to the evidence. I have not attacked you as a person and have no intention of doing so. I think we can have profound disagreements about the science and stay away from character attacks. If others have made it personal I don't condone that. In all honesty, I have not seen personal attacks like that, but these things do happen on social media and I don't think they help any side of the debate. I myself have been on the receiving end, including threats of violence, so I can speak from experience.

We have deep disagreements over the science. I have no issue with you presenting your arguments based on studies and data, and have never called for your academic freedom to be curtailed. You don't need my permission, so hopefully that last statement doesn't come across like that. I hope that you will afford me the same opportunity to discuss the scientific literature, and we can disagree (or perhaps be swayed by each other's arguments).

I am sorry you feel you have been personally attacked and that this has created stress. If I have inadvertently posted something that appears to be personal, I apologize without reservation. I can't be responsible for the words of others, but let me clearly state that anyone who attacks you as a person is not supported by me.

13. Attached hereto and marked as **Exhibit C** to this my affidavit is a true copy of my email dated May 30, 2021.

14. Dr. Bridle has alleged that I was complicit in the creation of a website by who he refers to as “Jane or John Doe Junior Scientist” in his Statement of Claim, or that I at least directed people to it for the sole purpose of defaming him and damaging his reputation. I categorically deny creating the website which he claims impersonates him, and I categorically deny being complicit in its creation. I have never created content for it. I have never directed anyone to the website. I have 8 replies on X in which the X account linked to the website appears in the tag list. I follow the account, but I don’t believe I have ever retweeted anything referencing the account. I may have liked posts referencing the account because I believe that misinformation that leads people to refuse to vaccinate endangers the public at large. Attached hereto and marked as **Exhibit D** to this my affidavit are true copies of the 8 replies.

15. I confirm that I was contacted by an individual who claimed to have created it, but I do not know that person’s identity as they did not use their real name. I did not collaborate with this person.

16. Dr. Bridle sent me an email on May 30, 2021, at 4:11 a.m., asking about my role in a “smear campaign” and who it was that had created the website. I responded later that morning, confirming that I had no role in the creation of the website, that I did not condone it and that I had not reposted anything pertaining to it. I explained that it had been flagged to me, and that was how I learned of it. Attached hereto and marked as **Exhibit E** is a true copy of this email exchange on May 30, 2021.

17. Dr. Bridle has also alleged that I was complicit in the creation of an X (formerly Twitter) account created by Jane or John Doe Junior Scientist, that he claims impersonates him. I

categorically deny creating the X account and I categorically deny being complicit in its creation. I do not believe that I have ever retweeted anything that has appeared in this account. I do not know the identity of the person or persons that created it.

18. On June 24, 2021, I sent an email to Dr. Jeffrey Wichtel, Dean of OVC, regarding what my colleagues and I believed to be escalating behaviour on the part of Dr. Bridle. I inquired about safety and pointed out that while I disagreed with Dr. Bridle's views, I did not wish any harm against him. Attached hereto and marked as Exhibit F is a true copy of my email to Dr. Wichtel dated June 24, 2021.
19. On July 21, 2021, I was crossing a parking lot on campus when Dr. Bridle called out to me that I should "come over here and say it to my face, you fucking coward". Dr. Bridle continued to yell and gesture until I took out my phone to record the incident. At that point, Dr. Bridle made one final gesture and turned away. This incident caused me to be concerned about my personal safety and I elected to report it to Campus Community Police. Attached hereto and marked as Exhibits G and H respectively are true copies of my email report to Sargeant Larry O'Connell and of the video taken with my phone. I copied my colleagues, Drs. Weese, Peregrine and Bienzle, as I had previously contacted them to warn them of the escalating behaviour and risk of violence.
20. Following my complaint, I participated in a workplace investigation that Dr. Wichtel arranged. I was interviewed by Nick Duley of North Shore HR Consulting Inc. and provided him with a complete and honest account of the circumstances leading up to the encounter and my complaint.
21. The allegation in the Statement of Claim that I conspired with Drs. Weese, Peregrine, Bienzle and Greer to make criminal complaints prior to any actual encounter with Dr.

Bridle is completely false. Had Dr. Bridle not threatened me, I would have had no reason to make a criminal complaint.

22. In his Statement of Claim, Dr. Bridle alleged that the Guelph defendants had “spread a prevalent, false rumour...that...Dr. Bridle, had been arrested and criminally charged, which was untrue...”. In fact, it was Steve Kirsch who made that fact public; he tweeted that he had just received a call from Dr. Bridle, stating that he had been arrested for spreading misinformation. Attached hereto and marked as Exhibit I is a true copy of the tweet from Steve Kirsch’s X account dated December 17, 2022.
23. I categorically deny that I at any time entered into a conspiracy with one or more of the other individually named defendants to defame Dr. Bridle and damage his reputation. Any public statements I have made regarding Dr. Bridle were made for the purpose of dispelling Dr. Bridle’s public misinformation about vaccine efficacy.
24. All statements contained in this affidavit pertain to matters that I verily believe are subject to the Collective Agreement between Guelph and Guelph’s Faculty Association (UGFA), of which both Dr. Bridle and I are members. UGFA is certified by the Ontario Labour Relations Board. The Collective Agreement that UGFA negotiated governs the conditions of employment for all of its members. Attached hereto and marked as Exhibit J to this my affidavit is a true copy of the Collective Agreement for the period July 1, 2017 to June 30, 2021. This Collective Agreement was rolled over for one year due to COVID so it was actually in effect until June 30, 2022. The current Collective Agreement, effective July 1, 2022, is contained in this link [UGFA CA 2022 FinalPrint Nov20 2023.pdf \(uoguelph.ca\)](#).
25. I swear this affidavit in support of the relief sought and for no improper purpose.

SWORN REMOTELY by Glen Pyle, stated as }
being located in the City of Guelph before me }
at the City of Burlington, on this 18th day of }
June, 2024 in accordance with O. Reg 431/20, }
Administering Oath or Declaration Remotely. }



D. LYNN TURNBULL

A Commissioner for taking Affidavits, etc.



GLEN PYLE

This is Exhibit "A" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial letter.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety

June 28, 2021

We are a science-based faculty and staff at the University of Guelph who support evidence-based decisions and disagree with misinformation being circulated by a member of the faculty at the Ontario Veterinary College.

COVID-19 is an unprecedented pandemic due to a novel coronavirus. Nearly four million people globally have died as a result, and nearly two hundred million have been reported as infected.¹ Many millions more have suffered and continue to suffer from physical and mental illness associated with the pandemic, isolation, poverty, and the long-term effects of the infection.²

Vaccines for SARS-CoV-2 were designed, tested and produced at an unprecedented speed and on an extraordinary scale. The ability to quickly develop safe and effective vaccines was made possible through remarkable global co-operation and by concurrently running clinical trials, not by cutting corners. Many countries rapidly authorized vaccines for emergency use. Various types of vaccines are available, including those based on mRNA coding for the viral spike (S) protein, vector-based DNA vaccines coding for the S protein, and recombinant S protein particles. Two doses of the vaccines (type-dependent) have dramatically reduced illness and infections in many parts of the world.³ The vaccines are highly effective and have very few adverse effects.⁴ The coordinated effort of scientists, pharmaceutical companies, public health and regulatory agencies to produce effective vaccines against COVID-19 for billions of people in less than a year is an achievement previously unimaginable.

Dr. Byram Bridle has stated on multiple platforms and numerous outlets that COVID-19 vaccines are unsafe. These statements are contrary to overwhelming scientific evidence. The S protein generated by or incorporated into vaccines is an effective immunogen but does not alter DNA, does not induce infertility or pass through breast milk, and is not a toxin.^{5,6} Adverse vaccine effects do occur but at a similar or lower frequency than for routine vaccines.⁴ In the face of this terrible pandemic, widespread vaccination is the best way out of the devastation we currently face. Many people have limited understanding of the complexities of immunization against infectious agents, and rely on scientists in epidemiology and immunology to share their knowledge and experience, especially at times such as these when fear is high. Misinformation spread by individuals such as Dr. Bridle targets uncertainty.

The University of Guelph, including us, supports freedom of expression. However, as scientists and academics we also have a responsibility to counter misinformation, particularly when the misinformation causes harm. A high rate of vaccine acceptance is essential for prevention of SARS-CoV-2 disease and deaths, and for a return to normalcy. In particular, given the high transmissibility of recent variants, very high vaccination rates among people eligible for vaccination are critical. We are very concerned that people who are not seeking vaccination because of misinformation will suffer ill effects from SARS-CoV-2 infection, will infect others, and will slow the return to a more normal life. Academic freedom is important but should not be a license to spread misinformation that has been clearly refuted, including by authors of publications that Dr. Bridle cites in support of his statements.⁷ Some may even consider the University of Guelph complicit by failing to provide a clear and effective response to this misinformation

campaign, which is impacting the reputation of the institution and its faculty. Considering the harmful effects of COVID-19 on individuals and communities, the continued spread of misinformation undermines Canadian public health measures, including our vaccine program, and threatens global health security more broadly.

Therefore, we wish to state publicly that as scientists, faculty, and/or staff of the University of Guelph we stand firmly against the continued spread of factually incorrect and misleading information that is being disseminated by Dr. Bridle. We have confidence that the SARS-CoV-2 vaccines approved for use in Canada are safe and effective, and we wish to reassure the public that as members of the University of Guelph community we fully support evidence-based public health, which includes vaccination against COVID-19.

References

1. <https://www.worldometers.info/coronavirus/>; accessed June 24, 2021
2. <https://www.un.org/development/desa/dspd/everyone-included-covid-19.html>; accessed June 24, 2021
3. <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/different-vaccines.html>; accessed June 24, 2021
4. <https://health-infobase.canada.ca/covid-19/vaccine-safety/>; accessed June 24, 2021
5. Drugs and Lactation Database (LactMed) [Internet]. Bethesda (MD): National Library of Medicine (US); 2006-. COVID-19 vaccines. [Updated 2021 Jun 21]
6. <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/recommendations/pregnancy.html>; accessed June 24, 2021
7. <https://www.reuters.com/article/factcheck-vaccine-safe-idUSL2N2NX1J6>; accessed June 24, 2021

Supporting signatures from University of Guelph faculty and staff

Name, Credentials	Title	University of Guelph College
Amy Greer, MSc, PhD	Canada Research Chair in Population Disease Modelling and Associate Professor	Ontario Veterinary College
Dorothee Bienzle, DVM, PhD	Professor of Veterinary Pathology	Ontario Veterinary College
Scott Weese DVM DVSc DACVIM FCAHS	Director, Centre for Public Health and Zoonoses	Ontario Veterinary College
Glen Pyle, PhD	Professor of Biomedical Sciences	Ontario Veterinary College
Sarah Adamowicz, PhD	Associate Professor & Director of Bioinformatics Graduate Program, Integrative Biology	College of Biological Science
Emma Allen-Vercoe, PhD	Professor; Canada Research Chair in Human Gut Microbiome Function and Host Interactions	College of Biological Science
Luis G. Arroyo,	Associate Professor, Clinical Studies	Ontario Veterinary College

Lic. Vet Med. DVSc, PhD, DACVIM		
Daniel Ashlock, PhD	Professor and Chair, Mathematics and Statistics	College of Physical and Engineering Sciences
France-Isabelle Auzanneau, PhD	Professor, Chemistry	College of Engineering and Physical Sciences
John Baird, BVSc, PhD	Professor Emeritus, Clinical Studies	Ontario Veterinary College
Ian K. Barker DVM PhD	Professor Emeritus, Pathobiology	Ontario Veterinary College
Cathy Bauman, DVM, MPH, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Janet Beeler-Marfisi, BA, DVM, DVSc, DACVP	Assistant Professor, Pathobiology	Ontario Veterinary College
Olaf Berke, PhD	Associate Professor, Statistical Epidemiology, Population Medicine	Ontario Veterinary College
Shauna Blois, DVM, DVSc, DACVIM	Associate Professor, Clinical Studies	Ontario Veterinary College
P. Suzanne Carman DVM, Dip SAMed, PhD	Diagnostic Virologist, Retired	Animal Health Laboratory
Catherine Carstairs, PhD	Professor, History	College of Arts
Christina Caruso, PhD	Associate Professor, Integrative Biology	College of Biological Science
Katie M. Clow, DVM, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Joseph Colasanti, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Sciences
Marc Coppolino, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Georgina Cox, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Teresa Crease, PhD	Professor, Integrative Biology	College of Biological Science
Nicola Cribb, MA VetMB DVSc DACVS	Assistant Professor, Clinical Studies	Ontario Veterinary College
John Dawson, PhD	Professor, Molecular and Cellular Biology	College of Biological Science

Giannina Descalzi, PhD	Assistant Professor, Biomedical Sciences	Ontario Veterinary College
Todd Duffield, DVM, DVSc	Professor and Chair, Population Medicine	Ontario Veterinary College
Dan Gillis, PhD	Associate Professor & Statistician, School of Computer Science	College of Engineering & Physical Sciences
Lawrence Goodridge, PhD	Professor and Director, Canadian Research Institute for Food Safety	Ontario Agricultural College
T. Ryan Gregory, PhD	Professor and Chair, Integrative Biology	College of Biological Science
Steffen Graether, PhD	Professor, Molecular and Cellular Biology	College of Biological Science
Carlton Gyles, DVM, PhD, FCAHS	Professor emeritus, Pathobiology	Ontario Veterinary College
Jutta Hammermueller PhD	Staff, Pathobiology	Ontario Veterinary College
Brad Hanna, BSc, DVM, MSc, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
George Harauz, PhD	Professor Emeritus, Molecular and Cellular Biology	College of Biological Science
Tony Hayes BVSc PhD	Professor Emeritus, Pathobiology	Ontario Veterinary College
Paul Hebert PhD, FRSC	Professor & Canada Research Chair in Molecular Biodiversity	College of Biological Science
Shoshanah Jacobs, PhD	Associate Professor, Integrative Biology	College of Biological Science
Claire Jardine, DVM, PhD	Associate Professor, Pathobiology	Ontario Veterinary College
Andria Jones-Bitton, DVM, PhD	Associate Professor, Epidemiology Director of Well-Being Programming, Ontario Veterinary College	Ontario Veterinary College
David Kelton, DVM, PhD	Professor of Epidemiology and Dairy Farmers of Ontario Research Chair in Dairy Cattle Health	Ontario Veterinary College
Cezar Khursigara, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Judith Koenig, DVM DVSc, DAVCS	Associate Professor, Clinical Studies	Ontario Veterinary College

Jasmin Lalonde, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Ray Lu, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Karol Mathews DVM, DVSc, DACVECC	Professor Emerita, Clinical Studies	Ontario Veterinary College
Judi McCuaig, PhD	Associate Professor, School of Computer Science	College of Engineering and Physical Sciences
Rob McLaughlin, PhD	Associate Professor and Partnership for Ecosystem Research and Management Scientist, Integrative Biology	College of Biological Science
Lucy Mutharia, PhD	Adjunct Associate Professor, Molecular and Cellular Biology	College of Biological Sciences
Eva Nagy DVM, PhD, DSc	Professor Emerita, Pathobiology	Ontario Veterinary College
Annette Nassuth, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Sciences
Lee Niel, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
Ryan Norris, PhD	Associate Professor, Integrative Biology	College of Biological Sciences
Anthony Ogg, DVM, DVSc, DACVIM	Professor, Clinical Studies	Ontario Veterinary College
Andrew Papadopoulos, PhD	Professor, Population Medicine	Ontario Veterinary College
Jane Parmley, DVM, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
Andrew Peregrine, BVMS, PhD, DVM, DEVPC, DACVM	Associate Professor, Pathobiology	Ontario Veterinary College
Melissa Perreault, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
Zvonimir Poljak, DVM, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
John Prescott VetMB PhD FCAHS	Professor Emeritus, Pathobiology	Ontario Veterinary College
Katherine Preuss, PhD	Professor, Research Leadership Chair, and Chair of Chemistry	College of Engineering and Physical Science

David Renaud, DVM, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Beren Robinson, PhD	Professor, Integrative Biology	College of Biological Science
Michael A. Rogers PhD	Associate Professor and Canada Research Chair in Food Nanotechnology	Ontario Agricultural College
Tarek Saleh, PhD	Professor and Chair, Biomedical Sciences	Ontario Veterinary College
Shaun Sanders, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Jan M. Sargeant, PhD	Professor of Epidemiology, Population Medicine	Ontario Veterinary College
Stephen Seah, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Science
Rebecca Shapiro, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Sciences
Patricia Shewen DVM PhD	Professor Emerita, Pathobiology	Ontario Veterinary College
Paul Sibley, PhD	Interim Director, School of Environmental Sciences	Ontario Agricultural College
Jeremy Simpson, PhD	Associate Professor, Human Health and Nutrition	College of Biological Sciences
Ameet Singh, DVM, DVSc, DACVS	Professor, Clinical Studies	Ontario Veterinary College
Kelsey Spence, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Patricia V Turner MS, DVM, DVSc, DACLAM, DABT, DECAWBM	Professor Emerita, Pathobiology	Ontario Veterinary College
Siavash Vahidi, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Alexander Valverde, DVM, DVSc	Professor, Clinical Studies	Ontario Veterinary College
George van der Merwe, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Science
Matthew Vickaryous, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
Laurent Viel, DVM, PhD	Professor Emeritus, Clinical Studies	Ontario Veterinary College

Chris Whitfield PhD FRSC	Professor and Canada Research in Microbial Cell Biology, Molecular and Cellular Biology	College of Biological Sciences
Charlotte Winder, DVM, DVSc	Assistant Professor, Population Medicine	Ontario Veterinary College
Alex zur Linden, DVM, DACVR	Associate Professor, Clinical Studies	Ontario Veterinary College

This is Exhibit "B" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial letter.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

think he's full of shit.



fly (@dankdy111) · May 28, 2021

Replying to @dankdy111 @glenpyle and @DearPence

He seems to be under the impression that the form of spike protein we are injecting is toxic, and there is now evidence it doesn't only sit on the surface of the cell, it goes through circulation and affects organs. He thinks there are long term implications.



Glen Pyle | #GetVaccinated ✓  

@glenpyle

Replying to @dankdy111 and @DearPence

It's an interesting idea given the proposed use of that spike protein in a vaccine under development.

Developing Prophylactic Virus Vectors for COVID-19

Syrian Brode, Leonardo Souta and Sarah Whiston (Co-Principal Investigators, University of Guelph) Saraya Kabasa, National Microbiology Laboratory, Public Health Agency of Canada (Collaborator) University of Guelph

This research aims to develop a vaccination strategy for COVID-19. By developing avian adenoviruses (AAV) to and adenoviral vectors expressing the SARS-CoV-2 spike protein as a target antigen, researchers will test these vaccines in mice to identify a way to induce robust protective mucosal respiratory, gastrointestinal and urogenital tract and systemic immunity. Mucosal immunity plays a significant role in preventing pathogens from getting into the body. Systemic immunity clears any pathogens that bypass mucosal barriers. After optimization, these vaccines will be evaluated in a ferret challenge model at the National Microbiology Laboratory in Winnipeg.

9:18 PM · May 28, 2021

 View Tweet analytics





fly @dankdly111 · May 28, 2021

Replying to @dankdly111 @glenpyle and @DeanParise

He seems to be under the impression that the form of spike protein we are injecting is toxic, and there is now evidence it doesn't only sit on the surface of the cell, it goes through circulation and affects organs. He thinks there are long term implications.

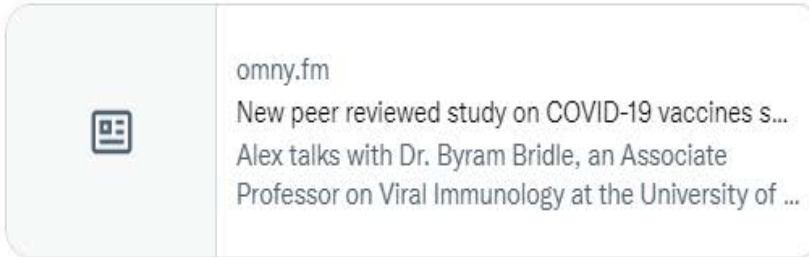


fly @dankdly111 · May 28, 2021

Replying to @dankdly111 @glenpyle and @DeanParise

He is citing these studies as evidence that this is the case. As detailed in his interview omny.fm/shows/on-point... ✓

Please offer context as to why he is wrong.



omny.fm
New peer reviewed study on COVID-19 vaccines s...
Alex talks with Dr. Byram Bridle, an Associate Professor on Viral Immunology at the University of ...



Glen Pyle | #GetVaccinated 🦋 🟡 🛡️
@glenpyle

Replying to @dankdly111 and @DeanParise

No, there aren't any studies cited except for the unpublished one you are presenting in pieces.

Also, if I recall correctly, he refers to the Lei paper, which I already pointed out is being misinterpreted (the authors words). And, again, the vaccine has an engineered sequence.

9:10 PM · May 28, 2021

 View Tweet analytics



then why do vast vast vast vast vast majority of vaccinated people do just fine?

👍 🗨️ 3 📄 🌐 4 📎



Glen Pyle | #GetVaccinated 🇺🇸 🇨🇦 @glenpyle · May 28, 2021

Replying to @microbiolabatory @benvidy111 and @GreenParade

I have another question. If the spike protein vaccine is so dangerous, why does Dr Brille have funding to create a vaccine using the spike protein?

Developing Therapeutic Virus Inactivated Vaccines for COVID-19

Ryan Brille, Samantha Tuzik and Sarah Wosman (Principal Investigators, University of Guelph, Samson Hubert, National Microbiology Laboratory, Public Health Agency of Canada) (McMaster University of Guelph)

This research aims to develop a vaccination strategy for COVID-19. By developing virus-inactivated whole inactivated and subunit vaccines targeting the SARS-CoV-2 spike protein as a target antigen, researchers will use these vaccines in order to identify a way to utilize robust protective humoral responses, gut-associated and mucosal immunity and systemic immunity. Mucosal immunity plays a significant role in preventing pathogens from gaining into the body. Systemic immunity clears any pathogens that bypass mucosal barriers. After optimization, these vaccines will be evaluated in a human challenge model at the National Microbiology Laboratory in Winnipeg.

👍 🗨️ 7 📄 1 🌐 9 📎



By @benvidy111 · May 28, 2021

Replying to @glenpyle @microbiolabatory and @GreenParade

So attacking the person instead of the argument is manipulative and a sign of weakness. Step it up. You're smart. You should be smarter than me.

👍 🗨️ 1 📄 🌐 2 📎



Glen Pyle | #GetVaccinated 🇺🇸 🇨🇦 @glenpyle

@glenpyle

Replying to @benvidy111 @microbiolabatory and @GreenParade

I've attacked his argument: the levels of the spike protein (300 fM) are well below the levels needed. That is using his reference.

It is a simple question: he claims it is dangerous, so why is he doing research to create a vaccine he claims is dangerous? A logical question.

11:02 PM · May 28, 2021

👍 View Tweet analytics

Twitter.com/Slizzywith3eyes

Isabel Hervath @Slizzywith3eyes · May 29, 2021

Replying to @OrenGunter

So, take just under 10 minutes Jennifer & listen to a fellow Can - "pro-vaccine" by the way, who is raising some important concerns here. One of my concerns is female fertility - he mentions ovaries, fertility, breastfeeding mothers, babies bleeding). [smry.fm/shows/on-point...](https://www.youtube.com/watch?v=...)



Glen Pyle | #GetVaccinated

@glenpyle

Replying to @OrenGunter

He also fails to mention that while criticizing the safety of spike protein vaccines, he holds a grant to develop a vaccine using -- that's right -- the spike protein.

news.ontario.ca/en/backgrounders/developing-prophylactic-virus-vectored-vaccines-for-covid-19

Developing Prophylactic Virus Vectored Vaccines for COVID-19

Ryan Brille, Leonardo Leite and Sarah Wooten (Co-Principal Investigators, University of Guelph); Doreen Kikawa, National Microbiology Laboratory, Public Health Agency of Canada (Collaborator) University of Guelph

This research aims to develop a vaccination strategy for COVID-19. By developing oral adenovirus (AdV-1) and adenovirus oral-vectored vaccines expressing the SARS-CoV-2 spike protein as a target antigen, researchers will test these vaccines in mice to identify a way to induce robust protective mucosal (respiratory, gastrointestinal and urogenital tract) and systemic immunity. Mucosal immunity plays a significant role in preventing pathogens from getting into the body. Systemic immunity clears any pathogens that bypass mucosal barriers. After optimization, these vaccines will be evaluated in a human challenge model at the National Microbiology Laboratory in Winnipeg.

11:55 AM · May 29, 2021

View Tweet analytics

11:55 AM



David @DavidRAF303 - May 28, 2021
Replying to @GlenPyle @GrahamD and 2 others

Glen Pyle | #GetVaccinated ✓ @GlenPyle - May 28, 2021
Replying to @DavidRAF303 @GrahamD and 2 others
He has a grant to create a vaccine based on the spike protein.



David @DavidRAF303 - May 28, 2021
Replying to @GlenPyle @GrahamD and 2 others
But the spike protein is the target in this game, I don't know enough about this to be honest, but I am glad people with more knowledge like yourself shine in.

Glen Pyle | #GetVaccinated ✓ @GlenPyle - May 28, 2021
Replying to @DavidRAF303 @GrahamD and 2 others
The spike protein in the vaccine is engineered to be different from the naturally occurring protein. Plus, as the paper Dr Brille cites as proof the protein circulates, it is 10,000x below the level needed to bind.

These are fundamental facts that counter the concerns.

David @DavidRAF303 - May 28, 2021
Replying to @GlenPyle @GrahamD and 2 others
Appreciate your answers. I typically follow Stanarity and he is fully behind it.

Glen Pyle | #GetVaccinated ✓ @GlenPyle - May 28, 2021
Replying to @DavidRAF303 @GrahamD and 2 others
Happy to help. More important, happy to provide references. People can read & see the data themselves, not anyone's interpretation (including mine).

 @GlenPyle: but we are not all veterinarians. Many of us do research focused on human health.
13 4 12
1188118807040888
[View on Twitter](#)

 Glen Pyle | #GetVaccinated ✓ @glenpyle May 25, 2021
[@Steady111](#) [@maxlabbiology](#) [@CleanParce](#): You'll notice he never mentions the levels. By my calculations the spike protein peaks at ~300-340 nM. The K_D for the ACE2 receptor it binds to ~1.5 nM. This means it is 10,000 times below the amount needed.
The study is fine. The math to criticize the vaccine, not so much.
11 2 11
1188118807040888
[View on Twitter](#)

 Glen Pyle | #GetVaccinated ✓ @glenpyle May 29, 2021
[@Steady111](#) [@maxlabbiology](#) [@CleanParce](#): Here is the human paper he says shows circulating levels of the spike protein: <https://doi.org/10.1016/j.jheale.2021.05.001>
13 4 2
1188118807040888
[View on Twitter](#)

 Glen Pyle | #GetVaccinated ✓ @glenpyle May 26, 2021
[@Steady111](#) [@maxlabbiology](#) [@CleanParce](#): Peak levels of the spike protein are ~60 pg/mL. If you convert that to nM, it is ~300-340 nM. That is 10,000X lower than the K_D for the ACE2 receptor, which is what it targets. In other words, the study he cites shows the levels are too low to be damaging.
13 4 3
1188118807040888
[View on Twitter](#)

 Glen Pyle | #GetVaccinated ✓ @glenpyle May 29, 2021
[@Steady111](#) [@maxlabbiology](#) [@CleanParce](#): Don't just take my word for it. The people that wrote the study say they data shows the vaccine works.
<https://doi.org/10.1016/j.jheale.2021.05.001>
13 4 3
1188118807040888
[View on Twitter](#)



David Fisman @DFisman · May 28, 2021



No./N° du dossier / le greffe : CV-22-00691-880-28000-2024
Toronto Superior Court of Justice / Cour supérieure de justice



Glen Pyle | #GetVaccinated ✓ @glenpyle

@glenpyle



Replying to @DFisman and @OntarioOAC

I hate to do this because this is my college, but Dr
Bridle is not in OAC. He is a faculty member at
[@OntVetCollege](#).

9:04 PM · May 28, 2021

↳ View Tweet analytics

2 Retweets · 2 Quote Tweets · 30 Likes



Tweet

Electronically filed / Déposé par voie électronique : 28-Jun-2024
Toronto Superior Court of Justice / Cour supérieure de justice



David Fisman @DFisman · 7h

I've had questions over the past 48 h about vaccine safety concerns aired Dr Byram Bridle at @UofGuelphOAC in some recent interviews. I don't know Dr Bridle but he's a legit immunologist. Some claims, however, are not data based, and are answered here: byrambridle.com

27

29

119



Maggie @maggieoutabout · 6h

Wait, you're citing a website, created by an Icelandic hacker who hijacked Byram's name & put it as a web domain, as your rebuttal that Dr. Bridle's claims are not supported by data?

Gosh, maybe too much Harðfiskur & Brennivin being passed around the Ontario Science Table?

1

1

7



Glen Pyle | #GetVaccinated @glenpyle

Replying to @maggieoutabout @DFisman and @UofGuelphOAC

It's not a hacker. The person who made it has contacted me. They are a scientist.

9:16 PM · May 29, 2021 · Twitter Web App



Tweet your reply

Reply

Maggie Early Treatment Works ... @maggieoutabout ... May 29, 2021

name? Really? Sarcastic punches at the bottom? wow, no class.

1

Glen Pyle | #GetVaccinated ✓ 🔒 @glenpyle

Replying to @maggieoutabout @CForman and @UofGQueerDAC

They are not a colleague. I don't say that to be dismissive, just to clarify that this is not someone who is at the same level & has legitimate reason to fear retribution.

You are certainly entitled to your opinion on the website & I'm not here to change anyone's mind on that.

9:45 PM - May 29, 2021

View Tweet analytics

1 Like

1

1 Tweet your reply Reply

Maggie Early Treatment Works ... @maggieoutabout ... May 29, 2021

Replying to @glenpyle @CForman and @UofGQueerDAC

Thank you for clarifying. If you are in touch with this scientist, please advise that details are coming soon substantiating claims. At UofG, I learned that respectful open debate is a key pillar in advancing scientific understanding & trust. I'd be happy to host such discussion.

1

Glen Pyle | #GetVaccinated ✓ 🔒 @glenpyle - May 31, 2021

Replying to @maggieoutabout and @CForman

Totally agree that open debate & discussion is critical. I have stuck to debating the science & its merits, & stay away from personal attacks (not to suggest you have been personal).

1

inspector who has a tone I don't appreciate, but it does summarize the responses to his arguments in plain language: [twitter.com](#)

Lindsay Dixon @LindsayDixonFPS - May 31, 2021

Replying to @gromerster

Appreciate this. Much of my weekend was spent addressing this radio interview with family members. 🙄

Deonatan (mastodon exodus: deona... @deona... - May 31, 2021

Replying to @LindsayDixonFPS

Why is everyone so eager to believe the slightest vaccine bad news but unwilling to accept the torrents of good news?

Glen Pyle | #GetVaccinated / @gmpyle

Replying to @gromerster

Case in point, a study by Ogata & colleagues.

[academic.oup.com/cid/advance-ar...](#)

Data: very low levels of circulating antigen, good antibody response, & antigen clearance.

Loudest message? Dangerous spike proteins from vaccines are circulating!



[academic.oup.com](#)

Circulating Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) proteins were measured in longitudinal pres...

11:32 AM - May 31, 2021

View Tweet analytics

4 Likes



To address the issue head on, you need to discuss the potential implications of the higher-than-expected concentration of lipids in ovaries + bone marrow.



[Show replies](#)

This Tweet is from a suspended account. [Learn more](#)



Glen Pyle | #GetVaccinated ✓ @glenpyle - Jun 9, 2021

Replying to @AntiGroomed @scimusCC and 8 others

Safety has been demonstrated. The path to full approval is explained by [Dr Tom Frieden](#) here:

twitter.com/DrTomFrieden

We did NOT criticize anyone for waiting, we simply pointed out & countered the misinformation being spread about the spike protein.

Dr. Tom Frieden @DrTomFrieden - Jun 7, 2021

Both Pfizer and Moderna have applied for full FDA approval—a great step. There are technical differences between EUA and approval, but the bottom line is vaccines were rigorously studied and proven to be amazingly effective and remarkably safe.

[Show this thread](#)



Glen Pyle | #GetVaccinated ✓ @glenpyle - Jun 9, 2021

Replying to @glenpyle @AntiGroomed and 7 others

Also, full use has been authorized in some countries. Check here for that information:

nytimes.com/interactive/2021



This Tweet was deleted by the Tweet author. [Learn more](#)



Glen Pyle | #GetVaccinated ✓ @glenpyle - Jun 9, 2021

Can you post the peer-reviewed study Dr Brisse conducted?





Glen Pyle | #GetVaccinated ✓

ossier de greffe: CV 22-00691886-0000
electronically filed 22 September 2022
Toronto Superior Court of Justice / Cour supérieure de justice

@scienceCC, @OFiaman, David Walt, @weese_scott, @AmyGreenKalisz, & I dispel the myths & misinformation in this @USATODAY Fact Check by @dofunke.

Bottomline: #GetVaccinated & save lives.



analyses.com

Fact check: COVID-19 vaccines don't produce dangerous toxins

Public health officials say the coronavirus vaccines are safe and effective at preventing serious COVID-19 cases.

8:43 AM · Jun 8, 2021

View Tweet analysis

43 Retweets · 6 Quoted Tweets · 328 Likes



Tweet your reply

Reply



David @DavidNF2021 · Jun 8, 2021

Replying to @propryke @scienceCC and 5 others

Excellent, thanks for this as it seems the level of disinformation is escalating.



DM Mauer @maurcelaboratory · Jun 18, 2021

Replying to @propryke @scienceCC and 5 others

This is great



Bad Epl @good_epl · Jun 17, 2021

Yesterday, Bridle returned to YouTube to address criticism of his claims.

dossier du greffe - CV-22-00691880-0000
referred to the file Dépose par le greffe
Toronto Superior Court of Justice / Cour supérieure de justice

👍 10 🗨️ 1 📄 1 🍏 24 📤



bcraig @barbaricraig7 · Jun 18, 2021

Replying to @good_epl

It was a good press conf with important information. I respect Drs Bridle, Phillips and Welch. They are telling the truth. [google.ca/imgproxy/...](#)

👍 1 🗨️ 1 📄 1 🍏 11 📤



Jim @flaminio · Jun 18, 2021

Replying to @barbaricraig7 and @good_epl

How do you know it's the truth?

👍 1 🗨️ 1 📄 1 🍏 1 📤



bcraig @barbaricraig7 · Jun 18, 2021

Replying to @flaminio and @good_epl

All the evidence and peer reviewed studies they cite. Also their livelihoods are now threatened and theyve been attacked personally. Why? For bringing us facts? If theyre wrong, why cant there just be an open debate? They way theyve been treated makes no sense.

👍 1 🗨️ 1 📄 1 🍏 1 📤



Glen Pyle | #GetVaccinated,🇨🇦🇺🇸

@glenpyle

Replying to @barbaricraig7 @flaminio and @good_epl

The authors of the studies disagree with the interpretation of their work.

"Bridle is taking our results and completely misinterpreting them." -- David Walt

[routers.com/article/factch...](#)

[zenodo.org/record/4784787...](#)

10:54 AM - Jun 18, 2021

📊 View Tweet analytics

1 like

👍 🗨️ 🍏 📤

u dossier du greffe / Dépôt par voie électronique : 28-
Toronto Superior Court of Justice / Cour supérieure de

As @uoft faculty, I am not allowed to use university identifiers for the same work. I asked in February, 2021.

Why is that @UofTPresident?

 Bill Flanagan @BFlanaganUofT - Oct 31

This was a great opportunity for me to talk about the inspiring work being done by @uobertsx colleague @CaulfieldTim #scienceupfirst scienceupfirst.com



Glen Pyle | #GetVaccinated ✓  @gmpyle - Oct 27

Here is the initial email where I asked to use university identifiers like the logo alongside my #UofT work. I never received a response.



Glen Pyle

gpyle@uoguelph.ca

To: Vice President Research rpres@uoguelph.ca
Office of Vice President Academic provost@uoguelph.ca
Friday, 12 February 2021, 11:58 am

Hi Gwen and Malcolm.

Apologies for the double tag on the email, but I am not sure who would be responsible for this decision.



Glen Pyle | #GetVaccinated ✓  @gmpyle

You know who was able to use university letterhead & logos?

Vaccine & mask opponents.

File No. / Numéro du dossier du greffe: CV-22-00691880-0000
Toronto Superior Court of Justice / Cour supérieure de justice



5 3 7



Canadian Whatever @Canadian_What · Nov 2, 2022

Replying to @glenpyle

Weird that no names were signed on that letter. Who actually penned it?

1 1 1



Glen Pyle | #GetVaccinated ✓

@glenpyle

Replying to @Canadian_What

Byram Bridle

4:40 PM · Nov 2, 2022



Timothy Caulfield @CaulfieldTim · Nov 10

All "experts" equal? Nope.

Court: "...this is so far removed from the mainstream & widely accepted views of the Canadian and international medical & scientific community that the court cannot accept Dr Bridle's evidence on the Covid vaccine as reliable."

canlii.org/en/on/on/oncj/doc...

...making decisions:

Court: decision not vaccinate child is irra

...d the father is best capable of making vaccination decisions in the child's best interests, ne(s) and all other vaccinations that the child will be eligible for going forward.

...concerned and loving parent who has made many responsible decisions for the child. Si...ffited and continues to benefit from her care. The father also acknowledged this.

...mother's decision not to vaccinate her child is not responsible. Based on the evidence...the child are not rational, nor are they evidence-based or science-based.

...ion not to vaccinate her child has placed her child at risk and that it is in the child's best in...ld. His evidence on this issue was thoughtful, careful and child focused. The child has als...re.

Jonathan Jarry and 7 others



26

42

176



Glen Pyle | #GetVaccinated @glenpyle

Replying to @CaulfieldTim @crackedscience and 8 others

Nice to see the court recognize a COI that @uofg has denied.

Of course, the university stands to gain financially, so it's not surprising to see them take a position that protects their own interests.

[254] Dr. Bridle also testified that he is working on his own Covid vaccine, for which he has received government funding and is currently in the pre-clinical stage. The court was concerned that it is possible in Dr. Bridle's interest, consciously or not, to advance views that discredit the existing mRNA technology used in Covid vaccines because he is working on a competing technology.

2:09 PM · Nov 10, 2022

View Tweet analytics

This is Exhibit "C" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial letter.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

1/4/2025 11:46 AM

Electronically filed / Déposé par voie électronique : 28-Jun-2024
Toronto Superior Court of Justice / Cour supérieure de justice

FILED ONLINE COURT

Court File No./N° du dossier du greffe : CV-22-00691880-0000

RE: smear campaign

Glen Pyle <gpyle@uoguelph.ca>

Sun 2021-05-30 1:00 PM

To: Byram Bridle <bbridle@uoguelph.ca>

Cc: Jeffrey Wichtel <jwichtel@uoguelph.ca>;Shayan Sharif <shayan@uoguelph.ca>;Brandon Lillie <blillie@uoguelph.ca>

Hi Byram.

I'm removing some of the cc on this in the hope that a more focused discussion will help. Jeff conveyed to me the suggestion that we try a more focused approach and I understand he did the same for you. Hopefully this helps

First, I appreciate the clarification about the article. Stress or not, I can see how a small language error (inadvertent) can cause a misunderstanding. Happy to move past that.

Second, I don't know who made the website. You've mentioned you are not on social media so you may not be aware that some people chose to remain anonymous. The website was flagged to me and that was the info I was given. Others tried to tag it to Dr Fisman and someone mentioned a hacker. I simply clarified that my understanding was this was not the case. I think you can appreciate that had someone been mistakenly linked to material they didn't create, that could create stress for them.

Finally, I would like to point out that anything I posted was based on publically available information and that I have stuck to the evidence. I have not attacked you as a person and have no intention of doing so. I think we can have profound disagreements about the science and stay away from character attacks. If others have made it personal I don't condone that. In all honesty, I have not seen personal attacks like that, but these things do happen on social media and I don't think they help any side of the debate. I myself have been on the receiving end, including threats of violence, so I can speak from experience.

We have deep disagreements over the science. I have no issue with you presenting your arguments based on studies and data, and have never called for your academic freedom to be curtailed. You don't need my permission, so hopefully that last statement doesn't come across like that. I hope that you will afford me the same opportunity to discuss the scientific literature, and we can disagree (or perhaps be swayed by each other's arguments).

I am sorry you feel you have been personally attacked and that this has created stress. If I have inadvertently posted something that appears to be personal, I apologize without reservation. I can't be responsible for the words of others, but let me clearly state that anyone who attacks you as a person is not supported by me.

Glen.

W. Glen Pyle, PhD

Senior Career Investigator

Improving the Heart & Brain Health for Women in Canada, Heart & Stroke Foundation

Distinguished Professor, Innovation in Teaching

Co-Lead, COVID-19 Resources Canada Science Explained

Professor & Assistant Chair, Department of Biomedical Sciences

Ontario Veterinary College, University of Guelph

Associate Member, IMPART, Dalhousie University

LinkedIn: www.linkedin.com/in/glenpyle

Twitter: @glenpyle

"By a divine paradox, wherever there is one slave there are two. So in the wonderful reciprocities of being, we can never reach the higher levels until all our fellows ascend with us."

-- Edwin Markham

This is Exhibit "D" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" that overlaps the first few letters of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

B.

Tweets

Tweets Replies Retweets Community Tweets

Glen Pyle | #GetVaccinated @glenpyle · Nov 24, 2021
@HimmerWesley @PoliticalMBA @ByramBridle @LostTogetherCda
This VAERS? This is what you want to hang your hat on?
<https://t.co/VkmK0IDZv>

Glen Pyle | #GetVaccinated @glenpyle · Nov 24, 2021
@PoliticalMBA @HimmerWesley @ByramBridle @LostTogetherCda
It actually says causation is not a feature of the system, but they never read that part. Just like they never read the part in VICP that says liability is not waived for vaccine manufacturers. Why let facts get in the way of a good conspiracy?
<https://t.co/FXczMzCFFY> <https://t.co/JH1ZV1oumZ>

The special master's decision may be appealed and petitioners who reject the decision of the court (or withdraw their petitions within certain timelines) may file a claim in civil court against the vaccine company and/or the health care provider who administered the vaccine.

Disclaimer
The content of this website reflects the current thinking of the United States Department of Health and Human Services on the topics addressed and does not create or confer any rights for or on any person and does not operate to bind the Department or the public. The ultimate decision about the scope of the statutes authorizing the VICP is within the authority of the United States Court of Federal Claims, which is responsible for resolving petitions for compensation under the VICP.
If you have additional questions, call: 1-800-338-2382 or email: vaccinecompensation@hrsa.gov.

Glen Pyle | #GetVaccinated @glenpyle · Nov 24, 2021
@HimmerWesley @PoliticalMBA @ByramBridle @LostTogetherCda
Can you show me where the 30 minute cutoff is listed?

And, VAERS isn't the only system in the US. There is also VSD.

Glen Pyle | #GetVaccinated @glenpyle · Nov 24, 2021
@HimmerWesley @PoliticalMBA @ByramBridle @LostTogetherCda
It is difficult to use, so you claim undercounting. But you ignore the large numbers of fraudulent claims & claim there is a "huge upkick". Gotcha.

Glen Pyle | #GetVaccinated @glenpyle · Nov 24, 2021
@HimmerWesley @PoliticalMBA @ByramBridle @LostTogetherCda
According to you, yes.
Now, can you answer my question? <https://t.co/4BC0cnNG9G>

Glen Pyle | #VaccinesSaveLiv... - 10m
Can you show me where the 30 minute cutoff is listed?
And, VAERS isn't the only system in the US. There is also VSD.

Glen Pyle | #GetVaccinated @glenpyle · Nov 24, 2021
@HimmerWesley @PoliticalMBA @ByramBridle @LostTogetherCda
It isn't listed because you made it up. Why file if the facts are on your side? Phillips was not notified by CPSO, as letter shows (another lie).
His reports didn't show AE & some weren't even complete. That's why they were rejected. <https://t.co/L7KSWuGbd>

FIMISKAMING
4-11-2021
Dear Dr. Phillips,
This letter is being sent to you in regards to your recent reporting of adverse events following immunization (AEFI) to VAERS.
Enclosed you will find a copy of the report that you submitted to VAERS. A copy of the report is also enclosed for your records. Following the review, the Medical Officer at HHS reviewed each case to ensure that it met the criteria for reporting. Enclosed you will find a copy of the report that you submitted to VAERS.
For your information, all of the cases that you reported do not meet criteria for AEFI and the reports have been, or will be, advised accordingly.
I encourage you to review the National Case Definitions for Diseases of Public Health Significance, Disease - Adverse Events Following Immunization (December 2020) as listed here: <https://www.cdc.gov/eids/content/default-content/nationalcasedefinitions/20201201.pdf>
Thank you for your support.
Dr. Steven Green, M.D., M.P.H., CCFP, FRCPC
Acting Medical Officer of Health (AEOH)

Glen Pyle | #GetVaccinated @glenpyle · Nov 24, 2021
@HimmerWesley @PoliticalMBA @ByramBridle @LostTogetherCda
In fact, it was not the finding as you claim. Did you read the study?

Glen Pyle | #GetVaccinated @glenpyle · Nov 24, 2021
@HimmerWesley @PoliticalMBA @ByramBridle @LostTogetherCda
Let's recap your claims:
AE reports rejected if event is after 30 min. Lie.
Phillips AE reports rejected by CPSO. Lie.
Lazarus report finds VAERS captures <1% of AE. Lie.
<https://t.co/Wd40muKkHT>
3 strikes. You're out. <https://t.co/3vWFakKbMa>

Canadian for a Free Canada
@HimmerWesley
Replying to @glenpyle @PoliticalMBA and 2 others
"WE" merely recognize that VAERS is a terrible system... But it's the only one. Canada's system is laughably worse. It's so bad that let's say a patient gets the jab, then dies 35 minutes later. The report is rejected because it happened more than 30 minutes later.
3:44 PM · 24 Nov 21 · Twitter for Android

This is Exhibit "E" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is stylized with a large, circular flourish on the left side that loops around the first part of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

RE: smear campaign

Glen Pyle <gpyle@uoguelph.ca>

Sun 2021-05-30 11:27 AM

To: Byram Bridle <bbridle@uoguelph.ca>

Cc: Jeffrey Wichtel <jwichtel@uoguelph.ca>;Shayan Sharif <shayan@uoguelph.ca>;Brandon Lillie <blillie@uoguelph.ca>;Karen Mantel <kmantel@uoguelph.ca>;Jane Dawkins <jdawkins@uoguelph.ca>;Charlotte Yates <cyates@uoguelph.ca>;Gwen Chapman <gwen.chapman@uoguelph.ca>;Cate Dewey <c.dewey@exec.uoguelph.ca>

I have no role in the website, nor have I condoned it or reposted anything about it. It was flagged to me and that's how I found out.

With respect to the comment that "The website also uses an article that Glen wrote to try to slam me", my article was written about the paper by Lei et al and was posted May 12. This was well before the interview so I'm not sure how I wrote it to try and slam you.

Glen.

W. Glen Pyle, PhD

Senior Career Investigator

Improving the Heart & Brain Health for Women in Canada, Heart & Stroke Foundation

Distinguished Professor, Innovation in Teaching

Co-Lead, COVID-19 Resources Canada Science Explained

Professor & Assistant Chair, Department of Biomedical Sciences

Ontario Veterinary College, University of Guelph

Associate Member, IMPART, Dalhousie University

LinkedIn: www.linkedin.com/in/glenpyle

Twitter: @glenpyle

"By a divine paradox, wherever there is one slave there are two. So in the wonderful reciprocities of being, we can never reach the higher levels until all our fellows ascend with us."

-- Edwin Markham

----- Original message -----

From: Byram Bridle <bbridle@uoguelph.ca>

Date: 2021-05-30 4:11 AM (GMT-05:00)

To: Glen Pyle <gpyle@uoguelph.ca>

Cc: Jeffrey Wichtel <jwichtel@uoguelph.ca>, Shayan Sharif <shayan@uoguelph.ca>, Brandon Lillie <blillie@uoguelph.ca>, Karen Mantel <kmantel@uoguelph.ca>, Jane Dawkins <jdawkins@uoguelph.ca>, Charlotte Yates <cyates@uoguelph.ca>, Gwen Chapman <gwen.chapman@uoguelph.ca>, Cate Dewey <c.dewey@exec.uoguelph.ca>

Subject: Re: smear campaign

Glen,

Can you please explain your role in the smear campaign against me? Who is the scientist that made the website to slander me? I need this information now! ...or are you going to continue to revel in the harm being caused to a colleague that you are embarrassed about? If I do not receive a reply from you by noon on Monday, I will contact the police to see if they can get the information from you.

Byram

Byram W. Bridle, PhD

Associate Professor of Viral Immunology

Office Room #4834

Lab Room #3808

Building #89 (NW corner Gordon/McGilvray)

Department of Pathobiology

University of Guelph

50 Stone Road East

Guelph, Ontario, Canada

1/10/2024 11:11 AM

Electronically filed / Déposé par voie électronique : 28-Jun-2024

Toronto Superior Court of Justice / Cour supérieure de justice

Office Telephone #519-824-4120 x54657

Lab Telephone #519-824-4120 x53616

E-mail: bbridle@uoguelph.ca

<https://ovc.uoguelph.ca/pathobiology/people/faculty/Byram-W-Bridle>

FILED - CIVIL - COURT

Court File No./N° du dossier du greffe : CV-22-00691880-0000



This is Exhibit "F" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial letter.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

From: [Glen Pyle](#)
To: [President](#)
Cc: [Jeffrey Wichtel](#); [Laurie Arnott](#); [Brandon Lillie](#); [Tarek Saleh](#); [J. Scott Weese](#)
Subject: FW: Invitation to publicly discuss COVID-19 vaccines for children
Date: Thursday, June 24, 2021 9:36:52 AM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)
[Dr_Bridle LOS 18 June 2021 RWMalone.pdf](#)
Importance: High

Hi Charlotte.

I have copied a number of people on this email simply because they were included in the original email. My apologies to those who have been dragged into this: I didn't want to write this email and cut people out, giving the impression that I was responding behind your back.

Yesterday at the BoG meeting you responded to my comment about harassment by saying that you take this seriously and would deal with these issues.

Please find below the most recent email from Dr Bridle. I, and others, have explicitly requested to be removed from the list he uses to distribute his information, and yet he continues to send unsolicited email. There is no option to unsubscribe. In my opinion, continuing to receive unwanted email that are not related to work is harassment and is a violation of the anti-spam laws.

With respect to the issues Dr Bridle raises. I have denied and continue to deny that I am involved in the creation of the website he frequently mentions. I was contacted on Twitter (where some choose to use anonymous handles) by a person that I have deduced is a student. I have refrained from expressing my opinion on who I think the student is, given that I strongly believe they would be attacked by Dr Bridle and that the university would not defend the student. Following an email from Dean Wichtel asking that we discuss this matter internally, I deleted the tweet so as to avoid fanning the flames. Dr Bridle was included on that email. This was a good faith effort on my part that Dr Bridle now points to as evidence of some nefarious actions.

Dr Bridle filed a CPSO complaint against Dr Fisman for revealing his parents' private medical information (noted in the email below). This is a serious charge that was quickly dismissed as vexatious and frivolous, in large part because the material cited clearly shows this was not true. Dr Bridle continues to make these accusations which, if publicized, would likely provide cause for a lawsuit.

This most recent email raises additional concerns regarding the use of university resources. I was wondering how Dr Bridle could use his university email (complete with the UofG logo at the end) to distribute non-university related material for the Canadian COVID Care Alliance, but did not raise the issue as I was under the impression the emails were being dealt with. In the latest email he uses a departmental listserv to disseminate material. In my opinion, this all constitutes a university endorsement (perhaps not knowingly, but an endorsement nonetheless). Again, the fact that he uses these resources to attack and defame others puts the university at risk, at least from a reputational stand point.

A number of faculty have requested that the university speak publically on this matter, and yet it remains silent, except to note that Dr Bridle has the freedom to express his opinions (which I do not take issue with). Dr Bridle uses the resources of the university to spread his material and attack others. This has been going on for several weeks, with members of the university leadership copied on the messages. Not once has a single person from the university leadership asked how we (the faculty who have spoken out publically) are doing, or how they could support our actions in speaking out against this misinformation. We are left twisting in the wind, under constant attack, with no public backing. By contrast, colleagues and students have enquired and asked how they could help. Some publicly, but many privately, expressing concern over the impact this would have on their personal and professional lives. I spent much of last evening chatting online with a graduate student in Pathobiology who is concerned about the impact this will have on their career. They feel they have no one else to turn to given the tacit support of Dr Bridle. Somehow the broader impact on others is lost in this discussion. This is demoralizing and disheartening.

I know that Dean Wichtel has offered to mediate a discussion, but I think we are beyond sitting down and hashing out professional differences. Some public action needs to be taken.

I will continue to discuss and debate science in the classroom and publically, but I have reached the end of my rope in trying to counter the misinformation Dr Bridle promotes under the university banner while simultaneously fighting off personal attacks.

Glen.

W. Glen Pyle, PhD
Senior Career Investigator
Improving the Heart & Brain Health for Women in Canada, Heart & Stroke Foundation
Distinguished Professor, Innovation in Teaching
Co-Lead, COVID-19 Resources Canada Science Explained
Professor & Assistant Chair, Department of Biomedical Sciences
Ontario Veterinary College, University of Guelph
Associate Member, IMPART, Dalhousie University
LinkedIn: www.linkedin.com/in/glenpyle
Twitter: @glenpyle

"By a divine paradox, wherever there is one slave there are two. So in the wonderful reciprocities of being, we can never reach the higher levels until all our fellows ascend with us."

-- Edwin Markham

----- Original message -----

From: Byram Bridle <bbridle@uoguelph.ca>
Date: 2021-06-24 6:39 AM (GMT-05:00)
To: "J. Scott Weese" <jswese@uoguelph.ca>, Glen Pyle <gpyle@uoguelph.ca>
Cc: "OVC-PATHOBIO-FACULTY (ovc-pathobio-faculty@listserv.uoguelph.ca)" <ovc-pathobio-faculty@listserv.uoguelph.ca>, Tarek Saleh <tsaleh@uoguelph.ca>, Jeffrey Wichtel <jwichtel@uoguelph.ca>, Laurie Arnott <l.arnott@exec.uoguelph.ca>
Subject: Invitation to publicly discuss COVID-19 vaccines for children

Hi Scott and Glen,

I am sick and tired of your immature behaviours in social media. The continual fanning of the flames of the smear campaign against me is hurtful, harmful, and childish. Graduate students of other faculty members have taken notice and are appalled by the ongoing behaviour. Glen, you were caught in an outright lie (see below). You know who set-up the libelous website and lied to our college administration about knowing this. Will you reveal the name of the person who set-up the site to facilitate its removal or do you continue to feel it is appropriate to cause major ongoing harm to the career of a colleague? It is notable that neither one of you has been willing to engage me in any discussions about the science. Talking to someone who can respond in real-time is very different than slamming them in one-sided Tweets. I do not have a social media presence and you provide great examples of why this was a wise decision. It is time to start acting your age. I invite you to discuss the science underpinning the use of COVID-19 vaccines in children in an on-line public forum. You are the local experts on COVID-19 vaccines and now have an opportunity to demonstrate to our colleagues, and the public at large that I do not know what I am talking about in a respectful discussion. We can find a moderator and we can either do this one-on-one, the two of you and then I will choose one colleague to attend with me, or you can even select one additional colleague and we will have teams of three. You have one week to respond to this invitation. The public discussion will take place within a week of me receiving a response. A negative response or non-response will be taken as a public acknowledgement that you have been wrong and will be implied as a public apology. To help you prepare, please see the attached open letter that was written by the inventor of the mRNA vaccine technology, read my guide for parents (the full version, not the two-pager), which can be found at this website: <https://www.canadiancovidcarealliance.org/>, and view this video in which I rebut every argument made against me that I was aware of... <https://rumble.com/vilrsj-doctor-talks-10-dr-byram-bridle-returns-fire-to-critics.html>

The time starts now.

A few examples of the many Tweets sent to me by horrified graduate students and some colleagues from around the world can be found below (Scott and Glen, do you really want the public and our trainees to believe that this is how we conduct our business at the U of G?; Are you willing to work towards re-building a respectful work environment at OVC?)...

Sincerely,
Byram

Byram W. Bridle, PhD
Associate Professor of Viral Immunology
Office Room #4834
Lab Room #3808
Building #89 (NW corner Gordon/McGilvray)
Department of Pathobiology

University of Guelph
50 Stone Road East
Guelph, Ontario, Canada
N1G 2W1
Office Telephone #519-824-4120 x54657
Lab Telephone #519-824-4120 x53616
E-mail: bbridle@uoguelph.ca
<https://ovc.uoguelph.ca/pathobiology/people/faculty/Byram-W-Bridle>



Original Tweet from Glen Pyle.

This was later deleted!

The next page shows his e-mail where he lied about knowing the scientist who made the website...



RE: smear campaign

Glen Pyle <gpyle@uoguelph.ca>

Sun 1/20/2021 1:40 PM

To: Eren Kelle <ekelle@uoguelph.ca>

Cc: Jeffrey Mitchell <jemitch@uoguelph.ca>; Shayan Sharif <shayan@uoguelph.ca>; Brandon Lile <blile@uoguelph.ca>

Hi Eren,

I'm removing some of the cc on this in the hope that a more focused discussion will help. Jeff conveyed to me the suggestion that we try a more focused approach and I understand he did the same for you. Hopefully this helps.

First, I appreciate the clarification about the article. Stress or not, I can see how a small language error (inadvertent) can cause a misunderstanding. Happy to move past that.

Second, I don't know who made the website. You've mentioned you are not on social media so you may not be aware that some people chose to remain anonymous. The website was flagged to me and that was the info I was given. Others tried to tag it to Dr Fisman and someone mentioned a hack. I simply clarified that my understanding was this was not the case. I think you can appreciate that had someone been mistakenly linked to material they didn't create, that could create stress for them.

Finally, I would like to point out that anything I posted was based on publicly available information and that I have stuck to the evidence. I have not attacked you as a person and have no intention of doing so. I think we can have profound disagreements about the science and stay away from character attacks. If others have made it personal I don't condone that. In all honesty, I have not seen personal attacks like that, but these things do happen on social media and I don't think they help any side of the debate. I myself have been on the receiving end, including threats of violence, so I can speak from experience.

We have deep disagreements over the science. I have no issue with you presenting your arguments based on studies and data, and have never called for your academic freedom to be curtailed. You don't need my permission, so hopefully that last statement doesn't come across like that. I hope that you will afford me the same opportunity to discuss the scientific literature, and we can disagree (or perhaps be swayed by each other's arguments).

I am sorry you feel you have been personally attacked and that this has created stress. If I have inadvertently posted something that appears to be personal, I apologize without reservation. I can't be responsible for the words of others, but let me clearly state that anyone who attacks you as a person is not supported by me.

Glen.

Here is the lie!

Here is Scott defending the release of my parents' private medical information by a practicing physician (Dr. David Fisman, who seves on Ontario's COVID-19 Science Advisory Table)...



The image shows a screenshot of a Twitter thread. At the top, there is a back arrow and the word "Tweet". Below this, there are icons for replies (6), retweets (7), likes (16), and a share icon. The first tweet is from J Scott Weese (@weese_scott) posted 15 hours ago. It contains three paragraphs of text. The second tweet is from Patti (@boobooobunster) posted 12 hours ago, containing one paragraph. The third tweet is from J Scott Weese (@weese_scott) replying to @boobooobunster, @diana_c2021, and 3 others. It contains two paragraphs. At the bottom, it shows the time and date: 9:30 AM · Jun 21, 2021 · Twitter Web App.

J Scott Weese @weese_scott · 15h

It seems like Bridle (surprise, surprise) misinterpreted a comment and (surprise, surprise) continues to spew misinformation about it.

I've seen nothing supporting it and how would the person he's accusing have access to Bridle's parents' info?

Just more misdirection.

Patti @boobooobunster · 12h

I see your a colleague of Dr. Bridles. Are you in on the smear? And if so why? Is he not a credible scientist? And if not why are you all just coming forward now?

J Scott Weese @weese_scott

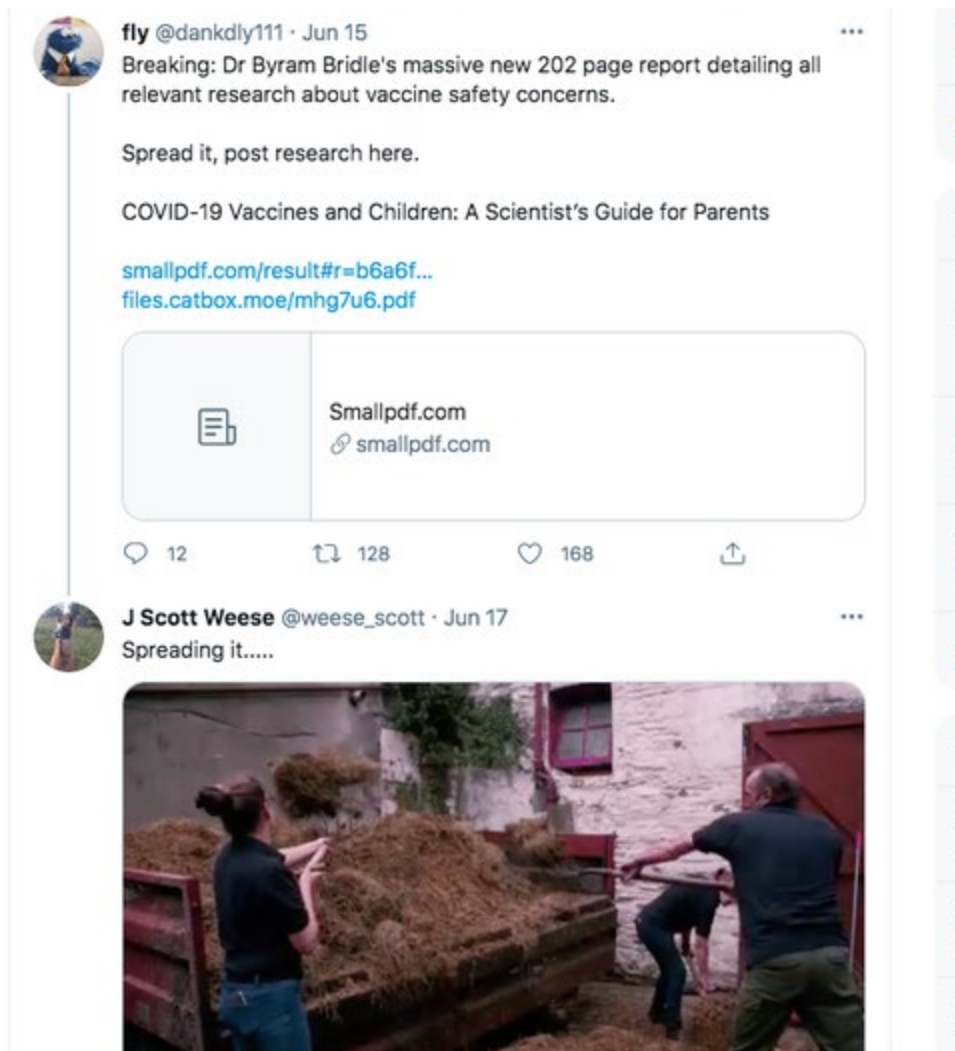
Replying to @boobooobunster @diana_c2021 and 3 others

What smear? Many people are simply pointing out all the flaws and misinterpretations.

His information is not credible, as has been pointed out by many people and groups, including the authors of the papers he cites as evidence.

9:30 AM · Jun 21, 2021 · Twitter Web App

An example of Scott's mature approach to scientific discourse...



Another sign of Scott's maturity (this was in response to a press conference that I was invited to participate in at Parliament Hill about censoring open scientific and medical discussions)...



...publicly referring to a vaccinologist whose research program and publication record focuses on vaccines is libel.

This is Exhibit "G" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is stylized with a large, circular flourish on the left side that loops around the first part of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

From: [Glen Pyle](#)
To: [Larry O'Connell](#)
Cc: [J. Scott Weese](#); [Andrew Peregrine](#); [Dorothee Bienzle](#); [Jeffrey Wichtel](#)
Subject: Byram Bridle Incident -- July 21, 2021
Date: Wednesday, July 21, 2021 2:47:57 PM
Attachments: [20210721_110244.mp4](#)

July 21, 2021, Approximately 11:00am. I left the south east side of the OVC building through a door across from the cafeteria. I was headed to the Central Animal Facility (CAF) to retrieve some mice for my lab. As I was crossing the parking lot across from the Pathobiology building, I heard someone calling my name. I looked up to locate who has calling me and I saw Dr. Byram Bridle standing near an entrance to the Pathobiology building. When I looked at him he gestured that I should come over to him (using both hands) and said, "Come over here and say it to my face, you fucking coward". He continued to gesture that I should come over to him while continuing to yell. When I pulled out my phone to record the incident, he stopped yelling, made one more gesture, and turned to enter the building. At the end of the incident a young woman (whose back was to my camera) was headed towards the same entrance that Dr. Bridle used. I don't know who she is or how much of the incident she witnessed, but she is seen in the video.

Background. In late May, 2021, Dr. Bridle was interviewed for a podcast by Alex Pierson on his concerns about some of the COVID19 vaccines. In the course of that interview Dr. Bridle provided his opinion on some scientific issues that I disagreed with. In response, I posted comments on Twitter in which I cited studies that contradicted Dr. Bridle's opinions. Dr. Bridle took issue with these comments and sent a series of emails expressing his opinions on the matter. I initially responded to point out that my comments were on the science of the issue and in the public domain, and that there was nothing wrong with that. The emails from Dr. Bridle escalated and I stopped engaging. Dr. Bridle continued to send several faculty unsolicited emails and we requested that they stop. He continued to send emails until the Dean of OVC (Dr. Jeff Wichtel) intervened. It is my understanding that Dr. Wichtel requested that all communication between the specific parties stop. I have not had any communication from Dr. Bridle since that time (end of June), until the incident on July 21.

It is my understanding that faculty in Pathobiology have experienced other concerning incidents, including receipt of a letter today from Dr. Bridle. I would suggest that you discuss this issue with Drs. Scott Weese, Dorothee Bienzle, and Andrew Peregrine (all faculty in Pathobiology, copied on this email) who can provide their insight (I did not receive the letter).

I have previously raised my concerns with Dr. Wichtel about safety. Around June 24, 2021, Dr. Bridle sent a series of emails that were unsolicited and concerning in their tone. I expressed to Dr. Wichtel my concerns about safety: my own safety, but also people in my lab, others in Pathobiology, and Dr. Bridle, who I was concerned might be at risk for self-harm. In response, I received an email that indicated my safety could not be guaranteed. This is concerning for

both myself and the members of my lab, who I feel are at real risk, especially given the recent escalation.

The total of these events over the last few months leaves me concerned for my physical safety and that of others. We have moved beyond a dispute over science, into an area where physical threats are being made. Dr. Bridle's gesture that I should come over to him in the parking lot was, in my opinion, a clear effort to physically engage in a confrontation. As an isolated incident it is problematic, but seen alongside his other activities including unwanted emails and leaving letters for other faculty members, this creates an environment of harassment.

Glen.

W. Glen Pyle, PhD

Senior Career Investigator

Improving the Heart & Brain Health for Women in Canada, Heart & Stroke Foundation

Distinguished Professor, Innovation in Teaching

Co-Lead, COVID-19 Resources Canada Science Explained

Professor & Assistant Chair, Department of Biomedical Sciences

Ontario Veterinary College, University of Guelph

Associate Member, IMPART, Dalhousie University

LinkedIn: <https://www.linkedin.com/in/glenpyle>

Twitter: @glenpyle

"By a divine paradox, wherever there is one slave there are two. So in the wonderful reciprocities of being, we can never reach the higher levels until all our fellows ascend with us."

-- Edwin Markham

This is Exhibit "H" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is stylized with a large, circular flourish on the left side that loops around and crosses itself.

Commissioner for Taking Affidavits (or as may be)

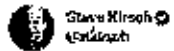
D. LYNN TURNBULL

This is Exhibit "I" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" that extends over the rest of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL



I just got a call that Dr. Byron Brice has been arrested in Canada for spreading misinformation. Still waiting for confirmation. I wonder if this interview triggered it?

If this is true, the CDC better watch out... they may be arrested next. twitter.com/backtollife_2022.

You're unable to view this Tweet because it's account or other limits may have restricted your access. Learn more

3:32 PM · Dec 17, 2022 · 15.5K Views

707 Retweets · 40 (1.4K) Replies · 2,073 Likes

This is Exhibit "J" referred to in the Affidavit of Glen Pyle
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial letter.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Collective Agreement
between
The University of Guelph



and

The University of Guelph Faculty Association



Effective July 1, 2017 to June 30, 2021

For information, please contact:

Faculty and Academic Staff Relations
Office of the Provost and Vice-President (Academic)
519-824-4120 ext. 53195
t.jandrisits@exec.uoguelph.ca
www.uoguelph.ca/facultyrelations

University of Guelph Faculty Association (UGFA)
519-824-4120 ext. 52126 or ext. 58538
facassoc@uoguelph.ca
www.ugfa.ca

Table of Contents

Article 1 - Preamble	8
Article 2 - Definitions	9
Article 3 - Recognition	11
Article 4 - Administrative Appointments	12
Article 5 - Management Rights	13
Article 6 - Association Rights and Privileges	14
Article 7 - Academic Freedom	15
Article 8 - Conflict of Interest and Conflict of Commitment	16
Article 9 - Employment in External Remunerative Activities	18
Article 10 – Duration and Copies of the Agreement	20
Article 11 - Dues Check-Off	21
Article 12 - Joint Committee	22
Article 13 - Correspondence and Information	23
Article 14 - Member’s Official File	25
General.....	25
Contents	25
Access and Rights	26
Release of Information.....	26
Assessment Files.....	27
Article 15 - Maintenance of the Scholarly and Professional Environment	28
Article 16 - General Liability Insurance	29
Article 17 - Working Conditions	30
Security.....	30
Facilities.....	30
Privacy and Data Protection.....	30
Software and System Changes.....	30
Article 18 - Faculty Member Rights and Responsibilities	31
General Duties	31
Distribution of Effort (DOE)	32
Amendments to the DOE	32
Workload	33
Procedures for Assigning Workload	35
Research and Development Semester.....	35
Article 19 - Faculty Appointments	37
Definitions	37
Ranks	37
Contractually Limited Positions	37
Search Committee	38
Candidate Assessment Procedures	40
Letters of Appointment.....	40
Joint Appointments	41

Article 20 - Appointments of Chairs/Directors of Schools	42
Chairs/Directors of Schools.....	42
Terms of Appointment of a Chair	42
Renewal of a Chair for a Second Five (5) Year Term.....	43
Search Committee for the Position of Chair	43
Assessment Procedures	43
Transition Leave	44
Article 21 - Tenure, Promotion, and Review of Faculty Members	46
Probationary Period	47
Guidelines and Documentation Templates for Assessment Purposes.....	47
Member Templates.....	48
Department Committee Templates	48
External Assessors	49
Department Tenure and Promotion Committee.....	50
College Tenure and Promotion Committee	52
Committee Mode of Operations	55
Review of Progress Towards Tenure and Promotion to Associate Professor	55
Granting of Tenure.....	55
Promotion to Professor	56
Deliberations Process and Communication of Decision	56
Appeals.....	57
University Tenure and Promotion Appeals Committee	57
Decision of the President	58
Performance Review.....	58
Appeals of Performance Review	60
Grievance	60
Article 22 - Study/Research Leave for Faculty	61
Article 23 - Overload Teaching	64
Article 24 – Transfers, Redeployment or Buyouts of Faculty and Librarian Members Due to Restructuring or Academic Program Reorganization	65
Article 25 - Rights and Responsibilities of Librarians	67
Academic and Professional Responsibilities of Librarians.....	67
Professional Practice of Academic Librarianship.....	67
Scholarship: Research, Study, Professional Development, Scholarly and Creative Activities	68
Service: University Service and Academic or Professional Service	68
Distribution of Effort (DOE)	69
Workload and the Assignment of Responsibilities	69
Amendments to DOE for Librarians	70
Article 26 - Librarian Appointments	71
Definitions	71
Ranks	71
Contractually Limited Appointments.....	72
Search Committee	72
Candidate Assessment Procedures	73
Letters of Appointment.....	74
Joint Appointments	74
Outside Appointments of Librarian Members	75

Article 27 - Administrative Appointment of Librarian Members	76
Terms of a Librarian Administrative Appointment.....	77
Search Committee	77
Assessment Procedures	78
Transition Leave	78
Article 28 - Continuing Appointment, Promotion, and Review of Librarian Members.....	80
Probationary Period	81
Guidelines and Documentation Templates for Assessment Purposes.....	81
Member Templates	82
Continuing Appointment Committee Templates	82
External Assessment and References	84
Continuing Appointment and Promotion Committee (CAP)	85
Library Continuing Appointment and Promotion Committee (Library Committee).....	87
Committee Mode of Operations and Election to Committee	88
Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian	89
Granting of Continuing Appointment	89
Promotion to Librarian.....	90
Promotion for Contractually Limited Librarians.....	90
Deliberations Process and Communication of Decision	90
Appeals.....	91
Library Continuing Appointment and Promotion Appeals Committee (Library Appeals Committee) .	91
Decision of the President	93
Performance Review.....	93
Appeals of Performance Review	94
Grievance	94
Article 29 - Study/Research Leave and Development Leave for Librarians	95
Study/Research Leave.....	95
Application for Study/Research Leave	95
Study/Research Leave Decision Procedures	96
Duration of Study/Research Leave	96
Conditions of Study/Research Leave	97
Development Leave	97
Article 30 - Responsibilities of Veterinarians	98
Professional Practice	98
Professional Development and Research/Scholarship.....	99
Service: University, Professional and Community Service	99
Article 31 - Workload and Hours of Work for Veterinarians.....	100
Workload	100
Scheduling	100
Article 32 - Appointments of Veterinarians	102
Search Process	102
Search Committee	103
Assessment Procedures	103
Letters of Appointment.....	104
Article 33 - Continuing Appointment, Promotion, and Review of Veterinarians	105
Article 34 – Placeholder	118
Article 35 - Professional Development Leaves for Veterinarians	119
Article 36 - Paid Personal Leave (PPL) for Veterinarian Members	120

Article 37 - Redeployment or Severance of Veterinarian Members Due to Reorganization or Significant Change in Demand for Services	121
Article 38 - Academic Fraud and Misconduct	123
Article 39 - Investigation of Allegations and Discipline	125
Article 40 - Grievance and Arbitration	129
Definitions	129
Informal Resolution	130
Formal Grievance Procedure	130
Arbitration	131
Article 41 - Health and Safety	133
Responsibilities of the University.....	133
Responsibilities of Members	134
Central Joint Health and Safety Committee.....	134
Article 42 - No Discrimination and No Harassment	135
Article 43 – Accommodation of Members with Disabilities	136
Article 44 - Maternity and Parental Leave.....	138
Eligibility and Application.....	138
Leave Provisions.....	138
Supplemental Income Benefit	138
Additional Unpaid Parental Leave	139
General Provisions.....	139
Article 45 - Leaves of Absence.....	141
Article 46 - Vacation and Holidays	142
Vacation.....	142
Holidays.....	142
Religious Accommodation.....	143
Article 47 - Sick Leave.....	144
Workplace Safety and Insurance Board (WSIB) Benefits	144
Long Term Disability (LTD)	145
Return to Work.....	145
Article 48 – Family Medical Leave and Personal Emergency Leave	146
Family Medical Leave	146
Personal Emergency Leave	146
Article 49 - Court Leave.....	147
Article 50 - Political Leave	148
Article 51 - Research Policies.....	149
Article 52 - Intellectual Property	150
Article 53 - Compensation	157
Salary General.....	157
Base Increases - Cost of Living Increase	158
Annual Career Increment.....	158
Performance Increments.....	158
Promotion	159
Provost Recruitment and Retention	160
Research Chairs	160
Overload Stipend	160

Remuneration of Chairs/Directors and Librarian Administrative Appointments	160
On-Call and Emergency	161
Benefits	161
Post-Retirement Benefits	161
Tuition Waiver	162
Professional Development Reimbursement (PDR)	162
Pension	164
Member Contributions	164
Early Retirement Provisions	165
Plan Representation	166
Article 54 - Reduced Workload	167
Article 55 - Financial Exigency	170
Article 56 - No Strike or Lockout	173
Article 57 – Research Ethics Appeal Board (REAB)	174
Letters of Understanding	176
Letter of Understanding 1 – CUPE Local 3913 Unit 2	176
Letter of Understanding 2 – Course/Teaching Evaluation	177
Letter of Understanding 3 – Sick Leave	178
Letter of Understanding 4 – Teaching – Professional and Managerial Staff	179
Letter of Understanding 5 – Human Rights and Health & Safety	180
Letter of Understanding 6 – Performance Review of Veterinarian Members by Director Outside of the Process indicated in Article 34	181
Letter of Understanding 7 – Benefits	182
Letter of Understanding 8 – Essential Services	183
Letter of Understanding 9 – Article 18 and Changes to DOE	184
Letter of Understanding 10 – Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members	185
Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee ...	187
Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment	188
Letter of Understanding 13 – Joint Salary Review	189
Letter of Understanding 14 – Workload	190

Article 1 - Preamble

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

Article 2 - Definitions

- 2.1 **Academic Year** shall mean the period from September 1 to August 31.
- 2.2 **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.
- 2.3 **AHL** shall mean the Animal Health Laboratory.
- 2.4 **Association** shall mean the University of Guelph Faculty Association (UGFA).
- 2.5 **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.
- 2.6 **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.
- 2.7 **CAP Committee** shall mean the Continuing Appointment and Promotion Committee for Librarians and Veterinarians respectively.
- 2.8 **Chair** shall mean the duly appointed Chair of a Department or Director of a School.
- 2.9 **College** shall mean an Academic College as constituted by the Senate and the Board of Governors.
- 2.10 **College Committee** shall mean, for Faculty Members, the College Tenure and Promotion Committee.
- 2.11 **Continuing Appointment** shall mean an appointment of a Librarian or Veterinarian, without term.
- 2.12 **Contractually Limited** shall mean an appointment of a Member for a fixed term.
- 2.13 **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.
- 2.14 **Department/School** shall mean an Academic Department as constituted by the Senate and the Board of Governors.
- 2.15 **Department Committee** shall mean, for Faculty Members, the Department Tenure and Promotion Committee.
- 2.16 **DOE** shall mean Distribution of Effort.
- 2.17 **E-Learning** shall be understood to mean only University of Guelph courses with a suffix "DE".
- 2.18 **Faculty Member** shall mean a Member of the Bargaining Unit who holds the rank of Assistant Professor, Associate Professor, or Professor.
- 2.19 **Library** shall mean all administrative units that report through to the University Librarian.
- 2.20 **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.
- 2.21 **Library Committee** shall mean the Library Continuing Appointment and Promotion Committee.
- 2.22 **Member** shall mean any member of the Bargaining Unit.
- 2.23 **OVC-HSC** shall mean Ontario Veterinary College Health Sciences Centre.

- 2.24 **Parties** shall mean the Parties to this Collective Agreement, namely, the University of Guelph and the Association.
- 2.25 **Provost** shall mean the Provost and Vice-President (Academic) and the chief academic officer of the University.
- 2.26 **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.
- 2.27 **Tenured** shall mean an appointment of a Faculty Member, without term.
- 2.28 **Tenure-track / Continuing Appointment-track** shall mean a Member appointment leading to consideration for the granting of Tenure or Continuing Appointment.
- 2.29 **University** shall mean the University of Guelph, as established by the *University of Guelph Act*, 1964, as amended from time to time.
- 2.30 **Veterinarian** shall mean a Member of the Bargaining Unit principally employed as a veterinarian at the University of Guelph.

Article 3 - Recognition

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

Article 4 - Administrative Appointments

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

Article 5 - Management Rights

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

Article 6 - Association Rights and Privileges

Association Membership and Service

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

Space and Services

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

Release Funds

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

Article 7 - Academic Freedom

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

Article 8 - Conflict of Interest and Conflict of Commitment

Conflict of Interest

- 8.1 In this Article, relationship means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage, or common-law relationship, and any relationship (including with a student) of an intimate and/or financial nature during the preceding five years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.
- 8.2 An actual or apparent conflict of interest arises where a Member is in a situation where his/her financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University, or with the Member's participation in any recommendation or decision within the University.
- 8.2.1 An actual or apparent conflict of interest arises when a Member becomes involved in a sexual or otherwise intimate relationship with a student.
- 8.3 A Member has a responsibility to ensure that conflict situations, wherever and whenever they arise, are identified and disclosed in writing to the Dean, University Librarian, or in the case of Veterinarians, Director.
- 8.4 The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict to the Dean, University Librarian, or in the case of Veterinarians, Director, as soon as possible after becoming aware of it.
- 8.5 Following receipt of a notice of conflict, the Dean, University Librarian, or in the case of Veterinarians, Director, shall determine in a timely fashion whether a conflict, actual or apparent, exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict.
- 8.6 Where a conflict of interest has been asserted by a third party, the Dean, University Librarian, or in the case of Veterinarians, Director, shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter. Following this, the decision shall be communicated immediately, in writing, giving reasons to the Member and, where appropriate, to any third parties.
- 8.7 No Member shall knowingly participate in any decision, including academic decisions, that directly and preferentially benefits himself/herself or any individual with whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in 8.1.
- 8.8 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family relationship.

Conflict of Commitment

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

Article 9 - Employment in External Remunerative Activities

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

Article 10 – Duration and Copies of the Agreement

Duration

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

Copies

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

Article 11 - Dues Check-Off

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

Article 12 - Joint Committee

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

Article 13 - Correspondence and Information

- 13.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement, or incidental thereto, shall pass between the Provost and the President of the Association, or their designates. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal mail service. Correspondence to the Association shall be copied to the Executive Officer or designate.
- 13.2 The University shall provide the Association with the following information in a mutually agreed-upon paper or electronic format:
- a) by the end of the calendar year, an annual list of all Members containing their names, date of hire, categories of appointment, ranks, years of appointment to current rank, birth dates, University addresses, genders, salaries, stipends, Departments, highest degrees obtained, and years of highest degree;
 - b) by the end of each semester, a list of the names of all Members whose employment has been terminated, the dates of such terminations and the categories of terminations, such as, but not limited to dismissal, expiration of contract, death, resignation, or retirement;
 - c) no later than thirty (30) days following the appointment of a new Member, a list containing the name, category of appointment, rank, salary, birthdate, gender, Department, DOE, and University address of such Member;
 - d) by July 1st of each year, an annual list of the names and new ranks of Members who have received Tenure and/or Promotion and the effective dates of such Tenures/Promotions;
 - 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.
 - h) Copies of position descriptions shall be provided to the Association upon written request.
 - i) Copies of all health benefit contracts shall be provided to the Association upon written request.
 - j) Benefit usage rates shall be provided to the Association no more than once per year upon written request.
 - k) No later than February 15 of each year the University shall provide the Association with a list of Departments/Schools that have confirmed distribution of final teaching schedules (per Article 18.20) to Members.
- 13.3 The University shall provide to the Association the following information within one month of the information becoming available to the body or agent that normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University website to which the Association has access:

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

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

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

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

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

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

Article 14 - Member's Official File

General

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

Contents

- 14.4 The Official File of each Member shall contain only materials pertaining to the employment of the Member.
- 14.5 The documents and materials retained may include, but are not limited to, materials such as:
- a) Member's curriculum vitae, supplied by the Member, as updated from time to time;
 - b) university transcripts;
 - c) Member's Letter(s) of Appointment;
 - d) salary and work history;
 - e) documentation arising from the application of the provisions of Article 39: Discipline;
 - f) assessments of the Member;
 - g) signed letters of commendation or complaint;
 - h) decisions and recommendations together with reasons arising from human resource decisions;
 - i) DOE and/or position description, if applicable;
 - j) correspondence; and
 - k) copies of materials reflecting professional development and achievement.
- 14.6 With the exception of aggregated student surveys/evaluations, including but not limited to course evaluations, and subject to Article 14.14, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member.
- 14.7 A Member shall be notified in writing of any addition to, or removal from, his/her Official File, excluding routine financial information and material added pursuant to routine file maintenance carried out in the office where the File is maintained. Such notification shall occur within twenty (20) days of such addition or removal.
- 14.8 Any material removed from Official Files must be retained by the University for forty (40) days from the date that written notification is sent pursuant to Article 14.7. The University shall consider requests of Members for such material.

Access and Rights

- 14.9 Members have the right to examine, after giving two days' notice, the entire contents of their Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Dean, University Librarian, or in the case of Veterinarians, Director. Members may be accompanied by a colleague or an Association representative. Members shall not remove their Official File, or parts thereof, from the office where it is held, nor shall Members annotate, or in any way alter, the Official File during this examination.
- 14.10 A Member shall have the right to have included in his/her Official File his/her written comments on the accuracy, relevance, meaning, or completeness of any of the contents of his/her Official File. These comments may include supplementary documents considered relevant by the Member.
- 14.11 A Member may request in writing to the Dean, University Librarian, or in the case of Veterinarians, Director, the removal from his/her Official File of any material that the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 14.12 The Dean, University Librarian, or in the case of Veterinarians, Director shall decide within twenty (20) days whether or not to remove the impugned material. For any impugned material not removed, the Dean, University Librarian, or in the case of Veterinarians, Director, shall render a decision in writing, stating the reasons for the decision.
- 14.13 A Member may, through written request, obtain a copy of any document in his/her Official File. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for copies shall not exceed the per-page charge routinely levied for photocopying at the University.

Release of Information

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

Assessment Files

- 14.16 Any files and associated materials created for assessment purposes as part of the Tenure and Promotion and Review deliberations shall be deemed to be the Assessment File and shall be part of the Official file.
- 14.17 Until documents are placed in the Official File, they shall not be used for assessment or evaluation of a Member.
- 14.18 Copies of all solicited letters of reference or assessments for Promotion or Tenure/Continuing Appointment considerations shall be placed upon receipt in the Official File of the Member without letterhead and with signature(s) blocked. Only the Dean, University Librarian, or in the case of Veterinarians, Director, may retain the complete originals of such letters, in a file separate from the Official File.
- 14.19 All assessments concerning the evaluation of a Member shall be in writing, be signed, and be included in the Official File.

Article 15 - Maintenance of the Scholarly and Professional Environment

Faculty

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

Librarians

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

Veterinarians

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

Article 16 - General Liability Insurance

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

Article 17 - Working Conditions

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

Security

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

Facilities

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

Privacy and Data Protection

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

Software and System Changes

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

Article 18 - Faculty Member Rights and Responsibilities

General Duties

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

- 18.8 Each Member shall be entitled to, and expected to, engage in, and have time available for, research and creative and scholarly activities. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of such work accessible to the scholarly and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.
- 18.9 A Faculty Member's Responsibilities in the Area of Service:
- a) Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies (for example, Department, College, and Senate committees). Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent. The Dean shall make every effort to ensure that Service commitments are equitably shared.
 - b) Members have the right to participate in the work of learned societies, relevant community service organizations, and professional organizations. A Member's service to such societies and associations shall be considered in the assessment of his/her Service Responsibilities, and shall be treated in the same way as similar duties performed within the University.
 - c) Members have the right to participate in the work of community organizations related to their discipline, including but not limited to, community based teaching (i.e., extension activities), community service where the Member has made an essentially non-remunerative contribution by virtue of special academic competence, and contributing to community projects related to the role of the University. Participation in such activities must not conflict with the fulfilment of the Member's responsibilities within the University.
- 18.10 The University shall make available transportation, at no charge, to any Member who is assigned duties at the University of Guelph-Humber.

Distribution of Effort (DOE)

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

Amendments to the DOE

- 18.14 The DOE of a Faculty Member who is a Chair of a Department shall be adjusted at the time of the administrative appointment to recognize the adjusted proportion of Service.

- 18.15 A discussion regarding a change to a Faculty Member's percentage of effort in Teaching, Scholarship, and/or Service may be requested by one or more of the Faculty Member, the Chair, and his/her Dean. Every Faculty Member may request a meeting with his/her Chair to review his/her DOE. The meeting shall take place within fifteen (15) days of receipt of the request, or at a mutually agreed upon time.
- 18.16 Any arrangements that alter a Faculty Member's agreed upon DOE must be by mutual agreement, in accordance with the Faculty Member's career development within the context of Department operational requirements, and consistent with the provisions of this Agreement. It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Teaching, Scholarship, and Service and shall not alter the percentage workload of a Faculty Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointment.
- 18.17 Following the meeting in 18.15, the Chair shall provide the written request for amendment to the Dean. The Dean, in consultation with the Chair, will decide whether to approve the request for amendment to the Faculty Member's DOE. Within fifteen (15) days of receipt of the request, the Dean will notify the Faculty Member in writing of the decision and in the event of a negative decision will include reasons. Within ten (10) days of receipt of the decision from the Dean, a Faculty Member may appeal the decision of the Dean to the Provost. The Provost shall notify the Faculty Member and Dean in writing, with reasons, of his/her decision.
- 18.18 A change to a Member's DOE will only be made with the consent of the Member.
- 18.18.1 The provisions of 18.18 may be modified by Letter of Understanding #9 within this Collective Agreement.

Workload

- 18.19 In recommending/determining a Member's teaching workload, the Chair and Dean shall use a fair, equitable, and transparent method. A Faculty Member's teaching assignments may vary from year to year in recognition of the needs of the University and when possible to reflect the interest and teaching strengths of the Faculty Member. These variations will be taken into account by the Dean when approving teaching assignments. The Dean will ensure that the teaching assignments of Faculty Members are as fair and equitable as is reasonably possible, both within the academic unit and across the College.
- 18.19.1 The Chair shall circulate a memo to all Members in his/her Academic Unit that seeks input (within the Member's allocated teaching effort (DOE)) with respect to required/core courses and elective courses the Member would like to teach. Members cannot claim ownership of a particular course.
- 18.19.1.1 The Member shall provide the Chair with a signed completed teaching request form outlining courses the Member wishes to teach. The teaching request form shall include an area where the Member may comment on past requests and assignments.
- 18.19.1.2 Through consultations (e.g., circulation of draft teaching assignments) with Members of the Academic Unit (e.g., through the Curriculum Committee and/or Chair's Council), the Chair makes a recommendation to the Dean on teaching assignment.

- 18.19.1.3 The Chair shall note, where applicable, issues that the Dean needs to resolve.
- 18.19.1.4 A copy of the signed Teaching Request Form shall be placed in the official file.
- 18.19.2 Each Department shall have a promulgated process for assigning teaching assistants (TAs) that is fair, equitable, and transparent. A Member's request for TA support may be made known to the Chair in response to the memo circulated as per 18.19.1 above.
- 18.19.3 Teaching workload norms in Departments/Schools shall be no more than those in effect as of the date of the Agreement. Where new academic units are created (including through amalgamation of existing unit(s)), the newly established teaching workload norms shall be established in the context of the operational requirements of the new unit. The norms shall come into effect only following a ratification in which 2/3 of affected Members vote in favour.
- 18.20 The Dean, or designate, on the recommendation of the Chair, shall finalize the Member's assigned teaching, including E-Learning courses, in writing at eight (8) months in advance of the commencement of the assigned teaching. A copy of the finalized teaching schedule shall be provided to all Members in the Academic Unit by the Dean at least six (6) months in advance of the commencement of the assigned teaching. This schedule shall include, for each course, the instructor, estimated enrollment, teaching assistant support, and the current DOE of each Member. Any change in a Member's assigned teaching made less than eight (8) months in advance of the commencement of the assigned teaching shall take place only when a significant change in circumstances has occurred and in consultation with the Member. Appeals regarding TA support shall be submitted to the Dean.
- 18.21 The University recognizes that the development of an E-Learning course may be more complex than that of a classroom-based course. No Member shall be assigned the development of an E-Learning course without his/her consent. When the development of an E-Learning course is part of the assigned workload of a Member, a written statement of the equivalency will be provided in advance, and the credit given shall be at least equivalent to the credit value of the course.
- 18.21.1 In assigning the teaching of an E-Learning course, the Dean shall take into consideration the complexity and the potentially greater level of preparation required for an E-Learning course as well as the Member's overall teaching workload. The Dean will also take into consideration the amount of technical support required. In all instances, a written statement of the equivalency of the E-Learning course to a classroom-based course will be provided in advance by the Dean. The teaching of a E-Learning course shall be considered equivalent to the teaching of a classroom-based course of the same credit weighting.
- 18.21.2 The Dean will ensure that the appropriate technical support and training are provided.
- 18.21.3 The weighting of an E-Learning Course for the purposes of Promotion and Tenure and Performance Assessment considerations shall be the same as that of a classroom-based course.
- 18.22 Unless indicated in the Letter of Appointment or through mutual agreement of the Faculty Member and the Dean, no Member shall be assigned teaching responsibilities at the Regional Campuses and/or Guelph-Humber.

- 18.23 Assigned Service shall take into account a Faculty Member's total Service commitments (Department, College, University, and External). A Member serving on an external agency or with extraordinary scholarly or contractual commitments may request an adjustment to his/her DOE.
- 18.24 When the University requests, and the Member consents, that a Member perform significant administrative duties or services, there shall be an adjustment in the Member's DOE commensurate with the additional administrative responsibilities.
- 18.25 The Dean is responsible for ensuring that every Department has a fair and transparent process for the equitable assignment of teaching assistants.

Procedures for Assigning Workload

- 18.26 Newly-appointed Members shall have at least 0.5 credit teaching release, at least once, in the first three (3) years of appointment.
- 18.27 Classes assigned to a Member shall be scheduled to permit twelve (12) hours to pass between the completion of teaching one day and the commencement of same on the next day, unless the Member agrees otherwise. No Member shall be assigned, on any day, a class schedule that requires more than three (3) consecutive hours of classroom contact, excluding labs. Exceptions for special circumstances (e.g., six week courses) may be made with the agreement of the Member.
- 18.28 Where a Member is assigned clinical service in the OVC-HSC, he/she will be required to provide no more than a proportionate share of duties. Assignment of clinical service shall be made with due regard to a Member's DOE and shall be fair, equitable, and transparent.
- 18.29 A Faculty Member's clinical service assignment will be scheduled by the Dean or designate in consultation with the Member and his/her Chair.
- 18.30 The Dean or designate will consult with a Member prior to making significant changes to his/her work schedule. This consultation will occur at least thirty (30) days in advance, except in cases of emergencies. Changes made under emergency circumstances shall be deemed to be temporary in nature until such time as the University has met its obligations to consult with the Member. The University shall implement such changes fairly and equitably.

Research and Development Semester

- 18.31 A Faculty Member holding a Full-time Tenured, Tenure-track or Contractually Limited appointment of one or more years and who has assigned teaching responsibilities for two semesters in an Academic Year will devote a third semester to research and scholarly activities, except as modified in 18.31.1, 18.31.2, or 18.32, where the R/D semester will be deemed to have been taken (i.e., there is no 'banking' of time for a R/D semester to be taken at a later date).
- 18.31.1 A Faculty Member may request to have assigned teaching responsibilities for three semesters in an Academic Year. Such requests shall be subject to the approval of the Dean.
- 18.31.2 A Faculty Member with an agreed-upon effort of greater than or equal to 70% in the area of teaching may be assigned teaching responsibilities for three semesters in an Academic Year. In such cases, the assigned teaching for the third semester shall not

exceed a one-course assignment. In addition, teaching in the third semester may only occur on a biennial basis.

- 18.32 By mutual agreement, the Faculty Member and the Dean may choose to reschedule the timing of a Research and Development Semester so that teaching occurs in three (3) semesters.
- 18.33 With the exception of 18.31.1, 18.31.2, and 18.32, a Faculty Member may not be assigned teaching responsibilities for more than four (4) consecutive semesters or have more than two (2) consecutive semesters entirely as Research and Development Semesters.
- 18.34 In the case of a Faculty Member who plans to be absent during a Research and Development Semester, it will be the joint responsibility of the Chair and the Faculty Member to ensure that arrangements have been made for the execution of all normal responsibilities, including the supervision of any student or students for whom the Faculty Member is responsible. If the arrangements cannot be made to the satisfaction of the Chair and Faculty Member, the matter will be referred to the Dean for resolution.
- 18.35 The Dean, upon recommendation of the Chair, will approve the scheduling of the Faculty Member's Research and Development Semester.
- 18.36 Approved Leaves of Absence (e.g. Parental Leave, Study/Research Leave) will not result in any change to the normal scheduling of the Faculty Member's responsibilities. The normal pattern of the Faculty Member's Research and Development semesters will continue in the Faculty Member's absence.

Article 19 - Faculty Appointments

Definitions

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

Ranks

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

Contractually Limited Positions

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

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

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

Search Committee

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

hold tenure. Prior to the commencement of the search, the Association shall be advised.

- 19.13 Academic partner accommodation appointments must be reviewed for rank and acceptability by the standing Department Tenure and Promotion Committee.
- 19.14 Notwithstanding Articles 19.11, 19.12, and 19.12.1, when the nature of the search warrants broadening the composition of the search committee, the University shall ensure that:
- a) The Search Committee is chaired by a Member (i.e., Chair or designate appointed by the Dean);
 - b) The majority of the members of the Search Committee are elected Members (at least two of whom must hold tenure);
 - c) When there is a University representative (e.g., Associate Dean), they will be limited to one (1) and will hold non-voting ex-officio status.

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

- 19.15 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 19.16 Exceptions to search committee structures (per 19.11 – 19.14) shall be made only with prior approval of the Association.
- 19.17 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean and the Provost that the candidate be appointed without an external search.
- 19.18 The Search Committee will be an ad hoc committee whose final membership must be approved by the Provost.
- 19.19 The University will provide all candidates who are interviewed with the contact information for the Association.
- 19.20 In accordance with the University's equity goals, the Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers.
- 19.21 Consistent with principles of employment equity, the Parties agree that:
- a) the primary criterion for appointment to positions in the University is academic and professional excellence; and
 - b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 19.22 Members who serve on Search Committees shall maintain confidentiality regarding the Committee's deliberations, documents, consultations, and proceedings.
- 19.23 Pursuant to Article 8: Conflict of Interest and Conflict of Commitment, should any member of the Search Committee, including the Committee's chair, have a conflict of interest, he/she shall declare it and withdraw from consideration of, and voting on, all relevant cases.

Candidate Assessment Procedures

- 19.24 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 19.25 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Dean with a recommended short list of candidates to be interviewed.
- 19.26 The Dean shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 19.27 The Dean shall facilitate the seeking of input from members of the Department or in the case of Joint or Exceptional Searches, Departments.
- 19.28 After interviewing the short-listed candidates, the chair of the Search Committee shall make written recommendation(s) to the Dean. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Search Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 19.28.1 For an Exceptional Search the respective Department Tenure and Promotion Committee will conduct a review of the Search Committee's recommended candidate(s) and will provide written recommendations to the Dean on whether the candidate(s) is recommended to be appointed to the Department, and if so, Rank and Tenure status.
- 19.29 In the case of an academic partner accommodation appointment, the standing Department Tenure and Promotion Committee shall make a written recommendation to the Dean as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.
- 19.30 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.
- 19.30.1 Academic partner accommodation appointments are not eligible for consideration for conversion of appointment to Tenure-track without a search as per 19.5.
- 19.31 While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list of recommended candidates from the Search Committee (and the Department Tenure and Promotion Committee(s) for an Exceptional Search). The Dean and Provost have the option of continuing the search.

Letters of Appointment

- 19.32 All offers of Appointment shall be issued by the Dean (following approval by the Provost), and will include, but not be limited to, the following:
- a) date of commencement and, where appropriate, date of termination of the Appointment;
 - b) rank;
 - c) salary;
 - d) type of Appointment as defined in Article 19.1;

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

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

Joint Appointments

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

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

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

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

Article 20 - Appointments of Chairs/Directors of Schools

Chairs/Directors of Schools

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

Terms of Appointment of a Chair

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

Terms of Appointment of Deputy and Acting Chairs

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

Terms of Appointment of Interim Chairs

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

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

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

Search Committee for the Position of Chair

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

Assessment Procedures

- 20.18 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a short list of recommended candidates to be interviewed. The Dean and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.
- 20.19 The evaluation and ranking of the candidates by the Search Committee will be confidential.
- 20.20 The Dean will seek input from Department members and will facilitate input from members of the University community.
- 20.21 After interviewing the candidates, the Dean, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be

made from this list. The Dean and Provost have the option of continuing the search.

Transition Leave

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

Transition Leave for Deputy, Acting, and Interim Chairs

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

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

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

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

- 21.1 This Article applies to Tenure, Promotion, and Review decisions of Faculty Members who hold Tenured or Tenure-track Appointments and to Promotion and Renewal decisions for Contractually Limited Faculty Members.
- 21.2 *The University of Guelph Act*, 1964 empowers the Board of Governors to promote and confer Tenure on Faculty Members on the recommendation of the President. The University will promote Faculty Members and grant Tenure to Faculty Members only in accord with the provisions of this Article.
- 21.3 The Dean will meet with each Member in the Faculty Member's first semester of appointment and will discuss the approved criteria for the granting of Tenure and Promotion to Associate Professor.
- 21.4 The Dean will notify the Member on an annual basis that both the Dean and the Chair are available to mentor the Member. In addition, the Dean shall meet with each Tenure-track Faculty Member before the end of April of each year of the probationary period to discuss the Member's progress towards and the possibility of application for Tenure and Promotion.
- 21.4.1 A record of the discussion mandated in 21.4 signed by both the Dean and the Tenure-track Member, shall be placed in the Tenure-track Member's Official File. In signing the document, the Dean and the Faculty Member are agreeing that it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 21.5 Faculty have the right to know explicitly what criteria are used for Tenure, Promotion, and Review purposes as well as reasons for decisions related to their Tenure, Promotion, and Review. The process must be transparent, fair, and equitable.
- 21.5.1 Approved Tenure and Promotion Guideline documents shall be posted on the Department/School Website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 21.6 The conferring of Tenure and Promotion to Associate Professor is a very important step in the relationship between the University and a Faculty Member and it should be decided upon only after careful consideration and attention to due process. The granting of Tenure and Promotion to Associate Professor recognizes academic competence and maturity and significant scholarly achievement, demonstrated by contributions to the academic functions of the University and to the Member's discipline within and outside the University. The conferring of Tenure and Promotion to Associate Professor obliges the University to support the career of the Member and it obliges the Member to continue to perform in a manner deserving of that support.
- 21.7 Promotion to Professor recognizes long-term, established, and outstanding Scholarship. It is granted in recognition of academic competence, maturity, and, normally, an established international reputation for achievement and expertise in the Member's field.
- 21.8 Contractually Limited Faculty Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration for Tenure and therefore the granting of Promotion to Contractually Limited Members does not confer Tenure.

- 21.9 In considering a Member for Tenure and Promotion to Associate Professor or Promotion to Professor, consideration will be given to the individual Member's life-time contribution in the areas defined in Article 18: Faculty Member Rights and Responsibilities.
- 21.10 Each candidate for Tenure and Promotion to Associate Professor or Promotion to Professor is expected to establish a record of performance in each of Teaching, Scholarship, and Service.
- 21.11 Consideration of the DOE accorded to Teaching, Scholarship, and Service by a Tenure and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.
- 21.12 While a candidate must have achieved a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong performance in Teaching or Scholarship. However, an unsatisfactory record of performance in Service contributions may be an important factor in the denial of Tenure and/or Promotion.
- 21.13 The evaluation of a course taught by a Member on overload will be considered as part of the materials for Tenure, Promotion, and Performance Review.

Probationary Period

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

Guidelines and Documentation Templates for Assessment Purposes

- 21.16 The exact nature of information considered relevant in the consideration of Members for Tenure and Promotion, or for Review of Members, is to be decided upon by the Members of the Department and articulated in a Guidelines document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Tenure, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Members of the Department, and also by the College Committee and the Provost.
- 21.17 All Members are to be informed in writing by the Department Chair of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Departmental criteria that will be used for Promotion, Tenure, and Review purposes.
- 21.18 The Dean, in consultation with the Provost, will develop standard documentation templates. Each Dean will consult with the College Tenure and Promotion Committee in the development of these templates:

Member Templates

21.18.1 Progress Template

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

21.18.2 Performance Assessment Template

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

Department Committee Templates

21.18.3 Performance Assessment – Biennial Year

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

21.18.4 Performance Assessment – Non-Biennial Year

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

21.18.5 Tenure-track Faculty – Progress Feedback

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

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

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

21.18.7 Promotion to Professor – Application

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

21.18.8 The Member Templates, which must conform with the Collective Agreement and approved Department Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Tenure and Promotion committees. The Template shall be protected from further changes once completed and submitted by the Member, except as specified in 21.18.8.1.

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

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

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

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

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

External Assessors

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

- a) Normally, External Assessors will be persons who have an 'arm's length' relationship to the Member and who are not members of this University;
- b) The normal number of external assessments to be obtained will be three (3);
- c) The Department Chair and the Member will agree upon which individuals are acceptable Assessors and will forward this list to the Dean. If agreement cannot be reached, the Department Committee will decide on the acceptable Assessors;
- d) The Dean will be responsible for communicating with Assessors as per c). The information sent to the Assessors will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean of the Faculty Member's College;
- e) All assessments will be in writing;
- f) The following information will be made available (see also Article 21.26.1 and 21.63.1) to the External Assessors:
 - 1) applicable Guidelines/Criteria for Tenure and Promotion;
 - 2) the Faculty Member's Curriculum Vitae;
 - 3) a copy of the Member's DOE;
 - 4) a selection of reprints of the Faculty Member's published work, chosen by the Faculty Member; and
 - 5) any other evidence of Scholarship as determined by the Faculty Member.
- g) It is the responsibility of the Dean to ensure that external assessment letters are provided to the Chair prior to the commencement of the Department Committee deliberations process; and
- h) It is the responsibility of the Chair to ensure that external assessment letters are included in the Faculty Member's Assessment file prior to the commencement of the deliberations process.

Department Tenure and Promotion Committee

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

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

- e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor.

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

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

Election of Department Members of the Department Tenure and Promotion Committee

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

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

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

21.25.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. The election will be organized so that half the Department Members of the Department Tenure and Promotion Committee will be elected each year.

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

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

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

21.25.6 If through illness, or for any other reason, it appears that the Department Member of

the Department Tenure and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.25.1-21.25.6 will be held to find a replacement Member to fill the remainder of the term.

- 21.26 With the exception of Article 21.43 and 21.44, it is the Faculty Member's responsibility to confirm his/her eCV by August 15th to be considered by the Tenure and Promotion Committees.
- 21.26.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Tenure and/or Promotion Processes, a Member may, in addition to the eCV, attach supplemental materials. In the supplemental materials, the Member shall include only those components of the Member's contributions that are not able to be appropriately captured in the eCV.
- 21.27 The Chair shall ensure the Faculty Member is informed in writing when information relevant to the current Tenure, Promotion, and Review period is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.
- 21.28 The Chair shall ensure that documentation pertaining to the Faculty Member's DOE, teaching/course evaluations, and letters of external assessment (where applicable), are properly included in the Member's Assessment file prior to the commencement of the deliberations process.
- 21.29 The Chair shall ensure that Members of the Committee are provided with the relevant Tenure and Promotion Guidelines document.

College Tenure and Promotion Committee

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

- h) submit all recommendations to the Provost; and
- i) issue a letter to the Faculty Member communicating the College Committee's assessment and recommendation according to the provisions of 21.46.

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

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

Election of Department Members of the College Tenure and Promotion Committee

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

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

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

21.32.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. In a case where there is no Assistant Professor, the most recently appointed Associate Professor shall serve.

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

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

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

21.32.6 If through illness, or for any other reason, it appears that the Department Member of the College Tenure and Promotion Committee will be unable to attend the meetings of

the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.32.1-21.32.5 will be held to find a replacement Member to fill the remainder of the term.

Election of the College Member

- 21.33 Every tenured Faculty Member in the College is eligible to be nominated to serve as the College Member except:
- a) Those who are already members of the Department Tenure and Promotion Committee,
 - b) Those who are already members of the College Tenure and Promotion Committee,
 - c) Those who will be unavailable for the meetings of the Committees,
 - d) Those who have served two consecutive terms over the past four years,
 - e) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.
- 21.33.1 Nominations for the Committee must be signed by a proposer and a seconder from within the College and by the nominee and must be submitted to the Dean's office on or before the end of a two-week nomination period.
- 21.33.2 The election will be conducted by the Dean or his/her designate, who will also serve as the enumerator and who will inform the College of the results.
- 21.33.3 All Faculty Members in the College holding tenured, tenure-track, or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 21.33.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice-President (Academic) will have the deciding vote.
- 21.33.5 The College Member will be elected for a two-year term. He/she will be eligible to serve two consecutive terms and then must take an absence of one term before being eligible for reelection as the College Member.
- 21.33.6 If through illness, or for any other reason, it appears that the College Member will be unable to attend the meetings of the Committees, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.33.1-21.33.5 will be held to find a replacement Member to fill the remainder of the term.
- 21.34 The Chair of the Department Committee will ensure the transfer to the College Committee of the Assessment File considered by the Department Committee. The Dean may request that a Chair appear before the College Committee as part of the deliberation process.
- 21.35 The complete Assessment File shall include all of the same information considered by the Department Committee plus the Assessment/Progress Report(s) from the Department Committee. The Assessment/Progress Report(s) from the Department Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Faculty Member's performance in relation to expectations set out in the approved Tenure and Promotion Guidelines document.

Committee Mode of Operations

- 21.36 The Faculty Member's performance will be evaluated solely on the basis of the material contained in the Assessment File and therefore accessible to the Faculty Member prior to the meeting of the Department Committee (i.e., evaluations cannot be based on hearsay information).
- 21.37 The decisions of the Department and College Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to the consideration of and decision on a particular case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.
- 21.38 Where a Chair of a Department wishes to be considered for Promotion, the procedure shall be followed as for any other Faculty Member except that for the purpose of consideration of the Promotion, the Department Committee will choose one of its own Members in the Department to act as chair of the Committee while the matter is dealt with.

Review of Progress Towards Tenure and Promotion to Associate Professor

- 21.39 Each year, Tenure-track Faculty Members at any rank will submit a completed Progress Template to the Chair according to the timelines indicated in this Article. The progress towards Tenure and Promotion to Associate Professor of all Tenure-track Faculty Members will be considered by the Department and College Tenure and Promotion Committees. Feedback in the form of a written Progress Report will be provided by the Dean to the Faculty Member.
- 21.40 The Chair shall, prior to the commencement of the Department Committee deliberations, meet with each Tenure-track Faculty Member to review his/her Assessment File. The Dean shall, upon written request by the Faculty Member and within ten (10) days of receipt of such written request, meet with the Faculty Member to review his/her Assessment File.

Granting of Tenure

- 21.41 Failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.26.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the determination that progress has not been made toward granting of Tenure and Promotion to Associate Professor, and such decision shall be recorded in the Member's Assessment File.
- 21.41.1 In the final year of candidacy for Tenure and Promotion to Associate Professor, failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.26.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the termination of the Faculty Member's Tenure-track Appointment.
- 21.42 In the final review of tenure-track Members, consideration for the granting of Tenure and Promotion to the rank of Associate Professor will occur. The decision will be either to grant Tenure and confer Promotion to Associate Professor or not to grant Tenure and terminate the Faculty Member's appointment.
- 21.43 Further to Article 21.39, a Faculty Member may apply for the early granting of Tenure and conferring of Promotion to Associate Professor in either the third, fourth or fifth year of

appointment. Such application, including the name and full contact information of six (6) External Assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) (2, 3, 4, and 5) shall be provided by the Member to the Dean by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion to Professor

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

Deliberations Process and Communication of Decision

21.45 The Department Committee will assess each Faculty Member's performance and make a recommendation to the chair of the College Committee with respect to the granting of Tenure and Promotion to Associate Professor or Promotion to Professor. The Department Committee will complete the appropriate Report (as per 21.18) for each Faculty Member who has been considered. The Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the College Tenure and Promotion Committee.

21.46 Within fifteen (15) days of the completion of Tenure and Promotion considerations at the College Tenure and Promotion Committee, the Dean will provide, to each Faculty Member being considered, a letter (signed by all members of the College Committee who were present for the relevant deliberations) indicating the following:

- a) for Tenure-track Faculty Members: An assessment of progress toward Tenure and Promotion to Associate Professor;
- b) for all Faculty Members who were considered for Tenure and Promotion to Associate Professor or Promotion to Professor: the recommendation of the College Tenure and Promotion Committee along with the reasons for the recommendation.

21.47 For Faculty Members considered for Tenure and Promotion to Associate Professor, the letter from the Dean will include one of the following recommendations:

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

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

21.48 The College Tenure and Promotion Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to the recommendations.

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

Appeals

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

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

University Tenure and Promotion Appeals Committee

21.52 The University Tenure and Promotion Appeals Committee will serve as an advisory body to the Provost, who will act as Committee Chair. All Members of the Appeals Committee must have Tenure and must have either held the rank of Associate Professor for a minimum of five (5) years or hold the rank of Professor. Membership of the Committee shall consist of one representative and one alternate representative from each College of the University elected for a two-year term by the Members of that College. Membership shall be staggered so that one half of the body of representatives and one half of the body of alternate representatives is elected each year.

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

21.54 Every tenured Faculty Member in each College is eligible to be nominated to serve as the College Representative or Alternate on the University Tenure and Promotion Appeals Committee except:

- a) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who are already members of the College Tenure and Promotion Committee,
- c) The College Member,
- d) Any Chair,
- e) Those who have served two consecutive terms over the past four years.

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

21.54.2 The election will be supervised by the Assistant Vice-President (Faculty and Academic Staff Relations) who with the Dean or his/her designate will be enumerators and will inform the College of the results.

- 21.54.3 All Faculty Members in the College holding tenured, tenure-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote for the Representative and Alternate from the College.
- 21.54.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice President (Academic) will have the deciding vote.
- 21.54.5 The College Representative and Alternate will be elected for a two-year term. They will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection to the University Tenure and Promotion Appeals Committee.
- 21.54.6 If through illness, or for any other reason, it appears that both the College Representative and Alternate will be unable to attend the meetings of the University Tenure and Promotion Appeals Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.54.1-21.54.6 will be held to find a replacement Member to fill the remainder of the term.
- 21.55 The complete Assessment File shall include all of the same information considered by the College Committee.
- 21.56 The Faculty Member may choose to appear before the Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials (which may be new) in support of the appeal of the decision not to grant Tenure and Promotion to Associate Professor and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 21.57 The Committee may request the Faculty Member, the Chair, the Dean, or any other member of the Department or College Tenure and Promotion Committees to appear before it.
- 21.58 The University Tenure and Promotion Appeals Committee shall consider all appeals and recommendations from the College Tenure and Promotion Committees and will make its recommendation to the President.
- 21.59 The Provost may, where he/she considers it appropriate, extend the Faculty Member's probationary period to permit reconsideration of the case by the Department and College Committees.

Decision of the President

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

Performance Review

- 21.61 *Faculty*

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

- 21.62 The biennial performance review of tenure-track or tenured Faculty Members and the annual performance reviews of Contractually Limited Faculty Members provide to each Faculty Member a rating of either “Unsatisfactory,” “Improvement Required/Developmental,” “Good,” “Very Good,” or “Outstanding” in each of area of effort: Teaching, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Faculty Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member’s DOE during the review period.
- 21.63 Each Faculty Member must submit his/her completed and confirmed eCV Performance Assessment Template to the Chair by August 15th. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation.
- 21.63.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member’s contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Performance Assessment Process, a Member may, in addition to the eCV, attach supplemental material. In the supplemental materials, the Member shall include only those components of the Member’s contributions that are not able to be appropriately captured in the eCV.
- 21.64 Failure to confirm the eCV Performance Assessment Template to the Chair by August 15th, without prior approval from the Dean and Provost, will result in an “Unsatisfactory” performance assessment.
- 21.65 Notwithstanding the scheduling provisions outlined in 21.61, the following assessments will occur on an annual basis:
- a) Subsequent to any overall biennial performance assessment of a Tenure-track or Tenured Faculty Member that is less than “Good,” that Member will be subject to an annual review of performance by the Department and College Tenure and Promotion Committees for the purpose of providing feedback on performance. No performance raters will be determined.
 - b) The performance of all Contractually Limited Faculty Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 21.62 above).
- 21.66 The Department Committee will assess each Faculty Member’s performance and will complete a Performance Assessment Report for each Faculty Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The Department Committee will not rank order Faculty Members within the performance rater categories. The Performance Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Performance Assessment Report will be sent to the chair of the College Tenure and Promotion Committee.
- 21.67 Following consideration by the College Committee, the Dean will provide in writing (and signed by all members of the College Committee who were present for the relevant deliberations) the assessment of the Faculty Member’s performance. The letter to the Member will include explicit

mention of the Member's right to appeal the assessment, as per Article 21.68, and to contact the Association.

Appeals of Performance Review

21.68 Within fifteen (15) days of the date of issuance of the letter from the Dean, a Faculty Member who has received an overall performance rating of less than "Good" may appeal to the chair of the University Tenure and Promotion Appeals Committee.

21.68.1 A Tenure-track Faculty Member may appeal to the Chair of the University Tenure and Promotion Appeals Committee any overall performance rater and/or individual performance rater.

21.69 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed Performance Assessment Report from the Department Committee.

21.70 The University Tenure and Promotion Appeals Committee may request the Faculty Member, the Chair, the Dean, and any other Member of the Department and/or College Committees to appear before it as part of the appeal process.

21.71 A Faculty Member who has received a performance assessment of less than "Good" may choose to appear before the University Tenure and Promotion Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.

21.72 The Faculty Member is entitled to be accompanied to the meeting of the University Tenure and Promotion Appeals Committee by a representative of the Association.

21.73 The chair of the University Tenure and Promotion Appeals Committee will provide the decision in writing to the Faculty Member within fifteen (15) days of the date of the meeting at which the Faculty Member's appeal was heard.

Grievance

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

Article 22 - Study/Research Leave for Faculty

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

Application for Leave

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

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

Decision Procedures

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

Duration of Leave

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

Conditions of Study/Research Leave

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

Article 23 - Overload Teaching

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

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

Transfers

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

Restructuring

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

Program Reorganization

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

Redeployment Advisory Committee

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

Redeployment Process

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

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

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

Buyout or Retirement Option

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

Article 25 - Rights and Responsibilities of Librarians

General

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

Academic and Professional Responsibilities of Librarians

25.2 Librarian Members shall hold the following minimum academic qualifications:

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

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

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

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

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

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

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

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

Professional Practice of Academic Librarianship

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

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

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

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

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

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

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

Service: University Service and Academic or Professional Service

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

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

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

Distribution of Effort (DOE)

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

Workload and the Assignment of Responsibilities

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

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

Amendments to DOE for Librarians

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

Article 26 - Librarian Appointments

Definitions

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

a) *Continuing Appointment-track Appointment*

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

b) *Contractually Limited Appointment*

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

c) *Continuing Appointment*

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

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

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

Ranks

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

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

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

Contractually Limited Appointments

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

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

Search Committee

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

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

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

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

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

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

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

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

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

Candidate Assessment Procedures

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

26.25 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.

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

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

Letters of Appointment

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

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

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

Joint Appointments

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

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

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

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

Outside Appointments of Librarian Members

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

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

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

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

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

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

Article 27 - Administrative Appointment of Librarian Members

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

shall include the determined administrative level of the position (including stipend). Copies of the Administrative Letter of Appointment and Position Description shall be provided to the Association.

Terms of a Librarian Administrative Appointment

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

Search Committee

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

- c) Chair: The Associate University Librarian to whom the position reports, or, for Joint or Outside Appointments, the person to whom the position reports.

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

Assessment Procedures

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

Renewal for a Second Five (5) Year Term

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

Transition Leave

- 27.24 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.
- 27.25 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.

27.26 Transition Leave will be leave with salary.

27.27 The period of Transition Leave shall be continuous and shall begin immediately upon completion of the term as an Administrative Librarian Member except by mutual agreement of the Librarian and the University Librarian.

27.28 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.

27.29 An Administrative Appointment of less than five (5) years or a part-time Administrative Appointment (including on an interim or acting appointment) will accrue entitlement to Transition Leave on a pro rata basis.

27.30 A written request for Transition Leave will be made to the University Librarian and will include:

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

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

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

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

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

Probationary Period

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

Guidelines and Documentation Templates for Assessment Purposes

- 28.14 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment and Promotion, or for Review of Members, is to be decided upon by the Librarian Members and articulated in a Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Continuing Appointment, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Librarian Members, and also by the Library Continuing Appointment and Promotion Committee and the Provost.
- 28.15 All Members are to be informed in writing by the University Librarian of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria that will be used for Continuing Appointment, Promotion, and Review.
- 28.16 The University Librarian, in consultation with the Provost, will develop standard documentation templates. The University Librarian will consult with the Continuing Appointment and Promotion Committee in the development of these templates.

Member Templates

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

28.16.2 *Progress Template*

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

28.16.3 *Performance Assessment Template*

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

Continuing Appointment Committee Templates

28.16.4 *Performance Assessment – Biennial Year*

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

28.16.5 *Performance Assessment – Non-Biennial Year*

A CAP Committee Progress Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance. Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than "good."

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

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

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

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

28.16.8 *Promotion to Librarian*

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

28.16.9 The Member Templates, which must conform with the Collective Agreement and approved CAP Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Continuing Appointment and Promotion committees. The template shall be protected from further changes once completed and submitted by the Member, except as specified in 28.16.9.1.

28.16.9.1 Members have the right to update their submission by August 31st with information that could not reasonably have been provided by the original submission deadline.

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

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

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

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

28.19 The CAP Committee Promotion Report (as per 28.16.8) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessment and References

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

Continuing Appointment and Promotion Committee (CAP)

28.22 The role of the CAP Committee shall be to:

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

28.23 The composition of the CAP Committee shall be:

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

Election of Members of the Continuing Appointment and Promotion Committee

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

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

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

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

- 28.24.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the CAP Committee will be elected each year.
- 28.24.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually- limited appointments of more than 12 months shall be eligible to vote.
- 28.24.5 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair of the CAP Committee is also eligible to vote. In the case of a tie, the current chair of CAP will have the deciding vote.
- 28.24.6 Each Member of the Continuing Appointment and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Member of the Continuing Appointment and Promotion Committee.
- 28.24.7 If through illness, or for any other reason, it appears that the Member of the Continuing Appointment and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.24.1-28.24.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.25 With the exception of Article 28.41 and 28.42 it is the joint responsibility of the Librarian Member and his/her Manager to confirm his/her eCV by August 15th to be considered by the CAP and LCAP Committees.
- 28.25.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member, may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV.
- 28.26 The chair of CAP shall ensure the Librarian Member is informed in writing when information, which is relevant to the current Continuing Appointment, Promotion and Review, is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten (10) days, and to append documentation to the Assessment File should he/she so wish.
- 28.27 The chair of the CAP Committee shall ensure that documentation pertaining to the Librarian Member's DOE, and the submitted file and letters of external assessment (where applicable) are properly included in the Librarian Member's Assessment file prior to the commencement of the deliberations process.
- 28.28 The chair of the CAP Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

Library Continuing Appointment and Promotion Committee (Library Committee)

28.29 The role of the Library Committee shall be to:

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

28.30 The composition of the Library Committee shall be:

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

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

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

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

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

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

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

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

Committee Mode of Operations and Election to Committee

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

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

Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian

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

Granting of Continuing Appointment

28.38 The Manager shall, prior to the submission of the assessment file to the Chair of the CAP Committee, meet with each continuing appointment-track Librarian Member to review his/her file and performance review. The University Librarian shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.

28.39 Failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the Chair of the CAP Committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Librarian, and such decision shall be recorded in the Member's Assessment File.

28.39.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Librarian, failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the chair of the CAP committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost will result in the termination of the Librarian Member's Continuing Appointment-track Appointment.

28.40 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Librarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Librarian or to not grant Continuing Appointment and terminate the Librarian Member's Appointment.

28.41 Further to Article 28.37, the Librarian Member may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Librarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the University Librarian through the chair of the CAP Committee May 15th. The information indicated in Article 28.21 (f) (2,3,4 and 5) shall be provided by the Member to the University Librarian by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion to Librarian

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

Promotion for Contractually Limited Librarians

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

Deliberations Process and Communication of Decision

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

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

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

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

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

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions

outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 28.48, and to contact the Association.

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

Appeals

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

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

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

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

Decision of the President

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

Performance Review

28.58 All Librarian Members will be considered biennially by the CAP Committee and Library Committee for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.

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

28.60 Each Librarian Member must submit his/her completed and confirmed eCV Performance Assessment Template (as per 28.16.3) 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.

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

28.61 Failure to confirm the eCV Performance Assessment Template (as per 21.16.3) by August 15th, without prior approval from the University Librarian and Provost, will result in an "Unsatisfactory" performance assessment.

28.62 Notwithstanding the scheduling provisions outlined in 28.58, the following assessments will occur on an annual basis:

- a) Subsequent to any overall biennial performance assessment of a Librarian holding a continuing appointment-track or continuing appointment that is less than "Good", that Member will be subject to an annual review of performance by the Continuing Appointment and Promotion (CAP) and Library Continuing Appointment (LCAP) Committees for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
- b) The performance of all Contractually Limited Librarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (as per Article 28.59 above).

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

Appeals of Performance Review

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

Grievance

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

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

Study/Research Leave

- 29.1 Study/Research Leave is regarded as an essential means of enabling Librarian Members to maintain and enhance their quality as scholars and professionals. Such leave enables the University to maintain and enhance excellence through the individual Member's subsequent contributions to its learning, teaching, and research/scholarship programs. To satisfy the purpose of this Leave, it is necessary that scholarly or professional objectives are being sought and that both research and study activities, whether singly or in combination, are consistent with these objectives.
- a) Full-time Librarian Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous service (or its equivalent) since Appointment at the University of Guelph. Only Members holding a Continuing Appointment may go on a Study/Research Leave.
 - b) A Librarian Member with a Continuing Appointment holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54, is eligible to apply for Study/Research Leave, to commence after six (6) years of active employment with the University. The procedures and conditions that apply are those outlined throughout the remainder of this Article, adjusted to accommodate the Reduced Workload/Part-time Appointment.
 - c) Prior eligible service for leave with salary as a Librarian at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave. Credit will be calculated on the basis of one (1) 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 University Librarian in the Letter of Appointment per Article 26: Librarian Appointments.
- 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 (1) year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the University Librarian and the Provost.

Application for Study/Research Leave

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

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

Study/Research Leave Decision Procedures

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

Duration of Study/Research Leave

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

Conditions of Study/Research Leave

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

Development Leave

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

Article 30 - Responsibilities of Veterinarians

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

Professional Practice

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

Professional Development and Research/Scholarship

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

Service: University, Professional and Community Service

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

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

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

30.11 When a Veterinarian Member's Service to such societies, associations, agencies or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Director to ensure her/his scheduled responsibilities are fulfilled.

Article 31 - Workload and Hours of Work for Veterinarians

Workload

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

Scheduling

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

Emergency Clinical Services Workload

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

Position Description

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

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

Amendments to Position Descriptions

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

Article 32 - Appointments of Veterinarians

Types of Appointment

32.1 There are three types of Appointments for Veterinarian Members:

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

32.2 Contractually Limited Appointments

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

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

Continuing Appointments

- 32.3
- a) Continuing Appointment shall mean an appointment of a Veterinarian Member without term.
 - b) Veterinarian Members given a Continuing Appointment-track Appointment will assume a Continuing Appointment following successful completion of a probationary review as per Article 33.
 - c) Upon successful completion of the probationary period, a Veterinarian Member holding a Continuing Appointment cannot be dismissed except for just cause, or as otherwise provided in this Agreement.

Search Process

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

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

- a) the type of appointment;
- b) the qualifications, education, and skills required;

- c) any applicable equity provisions; and
- d) the University of Guelph's employment equity statement.

- 32.6 In conducting a search, the University shall advertise the position in publications determined as appropriate by the University.
- 32.7 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean or Vice-President (Research) that the candidate be appointed without an external search.
- 32.8 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.

Search Committee

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

Assessment Procedures

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

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

32.19 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.

32.19.1 Academic partner accommodation appointments are not eligible for consideration for conversation of appointment to Continuing Appointment-track without a search (per 32.4).

Letters of Appointment

32.20 All Letters of Appointment shall be issued by the Director, and will include, but not be limited to, the following:

- a) date of commencement and, where appropriate, date of termination of the Appointment;
- b) salary;
- c) type of appointment as defined in Article 32.1;
- d) Unit in which the appointment is made, including the position to whom the candidate will report;
- e) Position Description;
- f) if applicable, the description of any special duties or conditions that may apply, provided that these are consistent with this Agreement.

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

32.22 For Contractually Limited Appointments, the University shall use reasonable efforts to offer Contractually Limited Appointments for Veterinarians that are twelve (12) months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

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

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

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

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

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

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

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

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

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

Probationary Period

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

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

Guidelines and Documentation Templates for Assessment Purposes

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

Member Templates

33.16.1 Progress Template

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

33.16.2 Performance Assessment Template

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

Continuing Appointment Committee Templates

33.16.3 Performance Assessment –Biennial Year

A MCA Committee Performance Assessment Report, which will form the basis of the MCA Committee's report to the UCA Committee on its overall assessment of the Veterinarian Member's performance. The written review shall focus on the effectiveness of the Member at meeting University established criteria (that have been

promulgated) and the general competence with which the duties and responsibilities of the position are carried out. The review will include the overall rater.

33.16.4 *Performance Assessment – Non-Biennial Year:*

Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than “good.” A MCA Committee Performance Progress Report, which will form the basis of the MCA Committee’s report to the UCA on its overall assessment of the Veterinarian Member’s performance.

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

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

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

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

33.16.7 *Promotion to Veterinarian – Application*

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

33.17 The MCA Committee Performance Assessment Report (per 33.16.3 and 33.16.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

33.18 All MCA Committee Progress Reports (as per 33.16.5) and MCA Committee Continuing Appointment and Promotion Reports (as per 33.16.6) will be retained in the Official File of the Member until such time that Continuing Appointment and Promotion to Associate Veterinarian has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

33.19 The MCA Committee Promotion Report (as per 33.16.7) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessors

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

However, the following principles will apply:

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

Members Continuing Appointment Committee (MCA)

33.21 The role of the MCA Committee shall be to:

- a) consider the report from the Director;
- b) assess the Veterinarian Member's performance and complete a MCA Committee Performance Assessment Report to be considered as input to the UCA Committee;
- c) assess the Veterinarian Member's progress toward the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Progress Report to be considered as input to the UCA Committee as part of the feedback to the Veterinarian Member;

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

33.22 The composition of the MCA Committee shall be:

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

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

33.23.1 The chair of the MCA Committee shall ensure the Veterinarian Member is informed in writing when information, which is relevant to the current Continuing Appointment and Promotion, is placed in the Member's Assessment File after the August 15th submission date. Said Veterinarian will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.

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

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

University Continuing Appointment Committee (UCA Committee)

33.26 The role of the UCA Committee shall be to:

- a) receive for approval the Guidelines for Continuing Appointment and Promotion;
- b) assess the Veterinarian's performance and/or progress toward the conferral of Continuing Appointment and Promotion;
- c) consider the MCA Committee assessment and recommendation and the report from the Director;
- d) ensure the MCA Committee assessment is consistent with the Guidelines and established standards of performance;
- e) consider external assessments for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and Promotion to Veterinarian;

- f) submit all recommendations to the Provost;
- g) submit positive recommendations for the conferral of Continuing Appointment and Promotion and Promotion to Veterinarian to the President for decision;
- h) issue a letter to the Veterinarian communicating the UCA Committee's assessment.

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

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

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

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

Committee Mode of Operations and Election to Committee

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

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

33.32 All Veterinarians holding Continuing Appointment are eligible for election to the MCA Committee, the UCA Committee, and the University Veterinarians Appeals Committee (UVAC) with the exception of any Member currently elected to either the MCA Committee, UCA Committee, or, the UV Appeals Committee;

33.33 All elections for the MCA Committee, UCA Committee and the UV Appeals Committee will be conducted by the Nominating Committee with administrative support from the Dean and AVPR office. The Nominating Committee shall be comprised of one elected Veterinarian Member and

the Dean (if the elected Member is from the AHL) or the AVPR (if the elected Member is from the OVC-HSC), or designate. One Veterinarian is elected in November to the Nominating Committee for a two-year term by the Veterinarian Members.

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

Continuing Appointment and Promotion for Veterinarians

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

Granting of Continuing Appointment

- 33.40 The Director shall, prior to the submission of the assessment file to the chair of the MCA Committee, meet with each Continuing Appointment-track Veterinarian to review his/her file and performance review. The Dean/Associate VPR shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.

33.41 Failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/Associate VPR and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Veterinarian, and such decision shall be recorded in the Member's Assessment File.

33.41.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Veterinarian, failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/AVPR and Provost will result in the termination of the Veterinarian Member's Continuing Appointment-track Appointment.

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

33.43 Further to Article 33.39, the Veterinarian may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the Dean/AVPR through the chair of the MCA Committee by May 15th. The information contained in Article 33.20 (f) (2, 3, 4 and 5) shall be provided by the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

Promotion to Veterinarian

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

Deliberations Process and Communication of Decision

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

33.46 Within fifteen (15) days following completion of performance assessment and Continuing Appointment the Dean/AVPR will provide to each Veterinarian being considered a letter (signed by all members of the UCA Committee who were present for the relevant deliberations) indicating the following:

- a) for Continuing Appointment-track Members: An assessment of progress toward Continuing Appointment in each area of responsibility as outlined in the Position Description;

- b) for all Members who were considered for Continuing Appointment: the recommendation of the UCA Committee along with the reasons for the recommendation.

33.47 For Veterinarians considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:

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

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

33.48 The UCA Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.

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

Appeals

33.50 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian may appeal a negative recommendation of the UCA Committee to the chair of the University Veterinary Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.

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

University Veterinarians Appeals (UVA) Committee

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

33.53 The membership of the UVA Committee shall be:

- a) The Provost and Vice-President (Research), who will act as co-chairs of the committee;
- b) Two (2) Veterinarians holding Continuing Appointment elected for a two (2) year term by University Veterinarians.

33.54 The complete Assessment File shall include all of the same information considered by the UCA Committee plus the Assessment/Progress Report and recommendation

- 33.55 The Veterinarian may choose to appear before the UVA Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 33.56 The UVA Committee may request the Veterinarian, his/her Director, the chair of the MCA Committee, the Dean/AVPR or any other member of the MCA or the UCA Committees to appear before it.
- 33.57 The Provost/VPR may, where she/he considers it appropriate, extend the Veterinarian's probationary period to permit reconsideration of the case by the Committee.

Decision of the President

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

Performance Assessment

- 33.59 The following performance assessments will be conducted in accordance with the process outlined in this Article:
- a) annual assessment of performance of all Continuing Appointment-track Veterinarians for the purpose of feedback related to progression toward Continuing Appointment and Promotion to Associate Veterinarian;
 - b) annual assessment of performance of all contractually limited Members;
 - c) biennial assessment of all Veterinarian Members holding Continuing Appointment-track and Continuing Appointment for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.
- 39.59.1 The biennial performance review of Continuing Appointment-track or Continuing Appointment Veterinarians and the annual performance reviews of Contractually Limited Members provide to each Member a rating of either "Unsatisfactory", "Improvement Required/Developmental", "Good", "Very Good", or "Outstanding" in each of area of effort: Professional Practice, Professional Development and Research Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Veterinarian Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member's Position Description during the review period.
- 33.60 Each Veterinarian must submit his/her completed Performance Assessment Template to the chair of the MCA Committee by August 15th. The chair of the MCA Committee will provide a written reminder to each Veterinarian of the deadlines for submission of documentation.
- 33.61 Failure to submit the completed Performance Assessment Template by August 15th, without prior approval from the Dean/AVPR and Provost, will result in an Unsatisfactory performance assessment.

33.61.1 Notwithstanding the scheduling provisions outlined in 33.59, the following assessments will occur on an annual basis:

- (i) Subsequent to any overall biennial performance assessment of a continuing appointment-track or tenured Veterinarian Member that is less than “Good”, that Member will be subject to an annual review of performance by the MCA and UCA for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
- (ii) The performance of all Contractually Limited Veterinarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 39.59.1 above).

33.62 The MCA Committee will assess each Veterinarian’s performance and will complete Performance Assessment Report for each Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The MCA Committee will not rank order Veterinarian Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the chair of the UCA.

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

Appeals of Performance Review

33.64 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian who has received an overall performance rating of less than “Good” may appeal to the chair of the UVA Committee.

33.64.1 A Continuing Appointment-track Veterinarian Member may appeal to the Chair of the UVA Committee any overall performance rater and/or individual performance rater.

33.65 The appellant Veterinarian may request to see his/her Assessment File including the signed Performance Assessment Report from the MCA Committee and the UCA Committee.

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

33.67 The Veterinarian who has received a performance assessment of less than “Good” may choose to appear before the UVA Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.

33.68 The Veterinarian is entitled to be accompanied to the meeting of the UVA Committee by a representative of the Association.

33.69 The chair of the UV Appeals Committee will provide the decision in writing to the Veterinarian within fifteen (15) days of the date of the meeting at which the Member’s appeal was heard.

Grievance

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

Article 34 – Placeholder

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

Article 35 - Professional Development Leaves for Veterinarians

Short-Term Professional Development Leave

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

Longer-Term Professional Development Leave

- 35.3 Continuing Appointment Veterinarian Members are eligible after six (6) years of continuous and satisfactory service and with the approval of the Director to make application for a Longer-Term Professional Development Leave. This Leave is possible based on the merit of the Member's application and the availability of funding. Such Leave will be paid (for a maximum of one semester). Application for such Leave must be submitted in writing by the Member to the Director at least twelve (12) months prior to the intended start date of the Leave. The written application will include:
- a) a statement of goals;
 - b) a plan of scholarly activity and the benefit to the unit of such leave;
 - c) an indication of when and where the Leave is expected to be taken, the length of leave requested (to a maximum of one semester), and an indication that the proposed host institution is willing and able to host the Member's Leave;
 - d) recommendations for meeting the Member's obligations and responsibilities during the period of the approved Leave. These can be developed in discussion with the Director.
- 35.4 The Director will consider the request and shall inform the Veterinarian Member of the decision to approve or deny the Leave. Reasons for denial will also be given in the letter.
- 35.5 Under circumstances determined by the operational needs and priorities of the unit, the Director may delay the commencement of an approved Leave. Such delay, however, cannot be for a period exceeding two (2) years.
- 35.6 A Veterinarian Member whose application for Leave has not received approval may appeal to the Dean or Vice-President (Research).
- 35.7 Within sixty (60) days of the conclusion of the Leave, the Veterinarian Member will provide a written report to the Director describing what has been accomplished in relation to the plan submitted.
- 35.8 It is expected that the Veterinarian Member will return to the University of Guelph for at least one (1) year following the Leave.

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

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

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

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

Redeployment Advisory Committee

37.2 The Redeployment Advisory Committee will be comprised of the Director, the Dean/AVPR, and two (2) Veterinarian Members with Continuing Appointments, named by the Association.

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

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

Redeployment Process

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

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

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

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

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

Termination with Severance

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

Article 38 - Academic Fraud and Misconduct

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

Procedures

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

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

Article 39 - Investigation of Allegations and Discipline

Preamble

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

Investigation

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

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

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

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

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

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

Tentative Results of the Investigation

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

39.12 Pursuant to Article 39.11, the University shall either:

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

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

Disciplinary Measures

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

- a) written warning or reprimand;
- b) suspension with pay;
- c) suspension without pay; or
- d) dismissal for cause.

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

Disciplinary Process Distinct from Academic Assessments

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

Disciplinary Process

- 39.20 Where the University believes disciplinary action is warranted, the Member shall be notified in writing of a meeting, stating the time and place and that the Member has the right to have an Association representative at the meeting. This meeting shall take place within fifteen (15) days of the written notification of the meeting.
- 39.21 At the meeting, the University shall provide the Member with details of the disciplinary measures to be imposed and the reasons therefore.
- 39.22 Any Grievance related to a suspension or dismissal shall commence at the Formal Stage in accordance with Article 40: Grievance and Arbitration.
- 39.23 Where disciplinary action has been taken, the University shall only notify those officials with a demonstrable need to know.

- 39.24 A Member who is suspended shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 39.25 At an Arbitration or Grievance relating to discipline, the onus is on the University to prove that discipline was for just cause.

Sunset Provision

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

Restrictions on Discipline

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

Article 40 - Grievance and Arbitration

General

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

Definitions

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

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

Informal Resolution

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

Formal Grievance Procedure

- 40.14 Following receipt of a Formal Grievance, the Provost, or designate shall convene a meeting within ten (10) days with the Member and/or the Association designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific Grievance. The Provost (or designate) shall reply in writing within fifteen (15) days of that meeting.
- 40.15 Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the Grievance to the next step of the Grievance Procedure. Should the grieving Party fail to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure, and has not within that period requested and been granted an extension of time

limits (extension shall not be unreasonably withheld), the Grievance shall be considered to have been abandoned.

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

Arbitration

40.20 Powers of the Arbitrator:

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

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

40.21.1 The Arbitrator may appoint an Academic Panel. The Academic Panel shall be comprised of one tenured faculty member nominated by the Association and one tenured faculty member nominated by the University. The nominees will agree to a third tenured faculty member to be chair. The decision of the Panel will be binding on the Parties.

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

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

Article 41 - Health and Safety

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

Responsibilities of the University

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

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

41.3 The University agrees to pay the cost of Level 1 and Level 2 certification for Members on the Central Joint Health and Safety Committee, as provided by Environmental Health and Safety,

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

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

Responsibilities of Members

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

Central Joint Health and Safety Committee

- 41.9 The University and the Association agree to participate in the Central Joint Health and Safety Committee in accordance with the Committee's terms of reference.
- 41.10 The Association shall have the right to appoint one (1) representative to the Central Joint Health and Safety Committee.
- 41.11 The Central Joint Health and Safety Committee shall support the health and safety measures of Environmental Health and Safety and shall draw to the attention of the University any egregious or repeated violation of compliance orders. The University will respond to these orders in a timely manner.

Article 42 - No Discrimination and No Harassment

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

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

Article 43 – Accommodation of Members with Disabilities

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

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

43.2 The Parties agree to act in accordance with applicable legislation.

43.3 No Member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for him/herself or any other person, including acting as an advocate or a witness in any proceeding resulting from an Accommodation request or complaint.

Article 44 - Maternity and Parental Leave

Eligibility and Application

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

Leave Provisions

Maternity Leave

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

Parental Leave

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

Supplemental Income Benefit

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

44.10.1 Exceptions to this will be considered on a case-by-case basis for those Members who do not qualify for EI benefits, based on the criteria expected for EI eligibility.

- 44.11 During the period of Maternity and/or Parental Leave as specified above, an eligible Member shall receive from the University:
- a) for the first two (2) weeks, 100% of his/her normal salary, less any applicable EI weekly earnings;
 - b) for up to a maximum of twenty-eight (28) additional weeks of Maternity and/or Parental Leave, an amount equal to 95% of his/her normal salary, less any applicable EI weekly earnings;
 - c) for any remaining period of Parental Leave beyond thirty (30) weeks, Supplemental Income Benefits equal to 25% of her/his weekly EI earnings but no more than 100% of his/her normal salary, less any applicable EI weekly earnings.
- 44.12 The thirty-five (35) weeks of Supplemental Income Benefit provided for Maternity and/or Parental Leave under b) and c) above may be shared between eligible Members (i.e., one parent may take 20 weeks, and the other may take 15 weeks, or any combination thereof).

Additional Unpaid Parental Leave

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

General Provisions

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

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

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

Article 45 - Leaves of Absence

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

Article 46 - Vacation and Holidays

Vacation

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

Holidays

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

Religious Accommodation

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

Article 47 - Sick Leave

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

Workplace Safety and Insurance Board (WSIB) Benefits

- 47.6 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first

ninety (90) consecutive calendar days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after ninety (90) days, the Member shall receive benefits directly from the WSIB.

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

Long Term Disability (LTD)

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

Return to Work

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

Article 48 – Family Medical Leave and Personal Emergency Leave

Family Medical Leave

Purpose

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

Process for Approval

48.2 Members requiring Family Medical Leave shall notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible, providing the certificate (per Article 48.1) issued by a qualified health practitioner.

48.3 A family medical leave may last up to eight (8) weeks within a specified twenty-six (26) week period and does not have to be taken consecutively. Such Leave will be with pay.

Personal Emergency Leave

Process for Approval

48.4 The Dean, University Librarian, or in the case of Veterinarians, Director shall determine the appropriate duration of the Leave, to a maximum of ten (10) days, after consultation with the Member. Such Leave will be with pay.

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

Article 49 - Court Leave

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

Article 50 - Political Leave

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

Article 51 - Research Policies

Human Subjects

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

Animal Care Policy

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

Article 52 - Intellectual Property

Preamble

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

52.6.3.3 industrial designs, artistic designs;

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

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

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

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

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

52.6.8 “Copyright” means the sole right to produce or reproduce a Work or a substantial part of it in any form.

52.6.9 “Work” means 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);

Right to Publish

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

agreement of confidentiality, Contract, or conditions under which a grant is accepted by a Member.

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

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

Right to Disclose Risks

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

Copyright

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

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

- a) there is a written Contract to the contrary, between the Member(s) and the University, or between the Member(s) and the University and a third party that assigns the ownership rights of the copyright material to the University or the third party;
- b) the University provides "Extraordinary Support". In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenues deriving from the copyright material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year. All agreements between a Member or Members and the University pursuant to this paragraph shall be in writing and shall be copied to the Association.

52.9.3 No Contract or written agreement between the University and a Member shall contain a clause waiving moral rights.

52.9.4 In the event that a Work is the creation of more than one Member, the provisions of this article shall apply on a pro rata basis to all the creators of the work, unless a written agreement among the Members or Contract states otherwise.

- 52.9.5 In the event that the University or assignee relinquishes its rights in any Work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 52.9.6 The University agrees that all rights in the copyright to lectures and other Works (per 52.9.2) prepared by and/or delivered by a Member in association with his/her teaching assignments(s) shall vest in the Member.
- 52.9.7 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 materials 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 materials produced and designed to assist in the day-to-day administration, operation, and/or management of the University's affairs.
- 52.9.8 Where copyright has been assigned to the University by a Member(s), the University shall inform the Association and the creators, in writing, of any agreements the University enters into purporting to assign copyright materials to any Party except that Member(s).
- 52.9.9 A Member who creates a copyrighted Work in the course of his/her normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable license to use such Works in other, non-commercial teaching and/or scholarly, research or creative activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication. This license shall not apply to a Member's personal documents, including unpublished lecture notes, course notes, lab notes or any Work in progress. The Member may withdraw the right to use such Work because of dating or other bona fide scholarly reasons provided that the Member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

Patents and Trademarks

- 52.10.1 The discovery of patentable inventions and the creation of associated or individual trademarks is not a basic purpose of university research, nor is it a condition for support of such research. The University agrees that the Member shall have no obligation to seek patent or trademark protection for the results of scientific activity or to modify research to enhance patentability. When a Member has an invention, process, or product which he/she believes has a reasonable prospect of being protected and intends to take steps to do so, he/she is obliged to disclose this, in writing, to the University. The University further agrees that the Member has the unqualified right to publish his or her inventions, processes, or products. This article applies to any result of intellectual or artistic activity created by a Member or Members that can be owned by a person, excluding know-how, data, and Work to which copyright alone attaches.
- 52.10.2 All inventions, processes and products belong to the Member or Members who create them even if they are produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:
- a) there is a written Contract to the contrary between the Member(s) and the University (e.g., with respect to the OMAFRA Agreement), which obliges the ownership rights to be assigned to the University or another party;

- b) the University provides “Extraordinary Support”. In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenue deriving from the patentable or trademarked material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year.

52.10.3 A Member shall disclose potential intellectual property as soon as reasonably possible and prior to filing a patent or trademark application whether it refers to an invention, process, improvement, design, or development made with the support of the University. At that time, the Member shall disclose any Contract that may be relevant to the development of the Intellectual Property and shall assert at that time the identity of the Creators and owners of the Intellectual Property. If the University fails to challenge in writing the assertion of the Member within three (3) months of the receipt of notification of the above noted disclosures and assertions, 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 as described in this section shall maintain the University's rights until such notification. The burden of establishing the amount of Extraordinary Support incurred by the University shall lie with the University.

52.10.4 A Member may, at his/her sole discretion, make his/her own arrangements for an application for patent or trademark and for the commercial exploitation of any invention, improvement, design or development so patented or trademarked, at his/her sole expense.

52.10.5 A Member may, at his/her sole discretion, enter into a Contract with the University to use the services of the Research Innovation Office. The University and Member will come to an agreement on the cost-sharing plan for patent or trademark and potential commercial exploitation.

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

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

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

52.10.7.1 In the event that an invention, process, improvement, design, or development is the creation of more than one Member, the provisions of this article apply on a pro rata basis to all Members who created the invention, process,

improvement, design or development unless a written agreement or Contract states otherwise.

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

Written Agreements or Contracts

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

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

- a) the identities of those entering into the agreement;
- b) any support and/or resources that are being provided, beyond those normally available to Member(s);
- c) the deadlines agreed to by the Parties;
- d) the Member(s) responsible for the creation of the Work shall retain the exclusive right to rework, revise, or amend any Work, and to be fairly compensated;
- e) provision with respect to the right of others at the University to make reproductions of the Work to use in teaching, scholarship, and research;
- f) the duration of the agreement and the process for its revision;
- g) provision for the disposition of materials produced under the agreement if the agreement is not renewed.

52.13 Subject to 52.10.2, the University shall not enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the Intellectual Property rights of a Member, unless the Member agrees in writing.

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

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

52.16 This Article does not affect the ownership, revenue or other rights and obligations of the University, the Association, and Members with respect to Intellectual Property that is the subject of any Contract dated, or any disclosure to the University made, prior to March 31, 2009.

Dispute Resolution

52.16.1 Every effort shall be made by all parties acting in good faith to resolve disputes at the lowest level possible. If the dispute is resolved through such means, the settlement shall be reduced to writing and a copy provided to the Faculty Association.

52.16.2 If Agreement cannot be reached, the Member may bring the matter before the Association to consider the filing of a grievance as per Article 40: Grievance and Arbitration.

52.16.3 In the event that the Canadian Copyright Act or Patent Act or other similar intellectual property legislation is amended to the extent that this Article requires revision, the parties shall re-open the negotiation of this Article.

Article 53 - Compensation

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

Salary General

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

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

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

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

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

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

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

53.6 The Salary Floor for Librarian Members shall be:

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

Base Increases - Cost of Living Increase

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

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

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

Annual Career Increment

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

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

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

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

Performance Increments

53.11 A performance-based recognition fund will be established and shall be awarded as one-time lump sums on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020 respectively on the basis of performance evaluations for each Faculty, Librarian, and Veterinarian Member as

follows: The performance increment pool shall be established by multiplying the applicable value (below) by the total number of all Members on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020, respectively.

July 1, 2017: \$800

July 1, 2018: \$900

July 1, 2019: \$1,000

July 1, 2020: \$1,100

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

Promotion

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

current salary and the new salary floor for the rank into which he/she is being promoted. Promotion increases shall be awarded in addition to the Member's normal ACI and Performance Increment.

Provost Recruitment and Retention

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

Research Chairs

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

Overload Stipend

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

Remuneration of Chairs/Directors and Librarian Administrative Appointments

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

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

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

On-Call and Emergency

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

Benefits

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

Post-Retirement Benefits

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

Tuition Waiver

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

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

Professional Development Reimbursement (PDR)

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

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

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

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

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

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

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

General Terms and Procedures:

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

53.42 Each eligible Member is allotted the sum (effective May 1 of each year for the duration of the Agreement) for Professional Development Reimbursement per fiscal year (May 1 to April 30). Reimbursement charged to this allotment must be for actual expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. The use of these funds must relate directly to the Member's teaching, scholarship, service, or professional practice activities under his/her general University responsibilities.

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

Timing and payment of PDR:

- 53.46 Due to administrative costs it is hoped that Members would, whenever possible, submit one claim for the PDR, but no more than 2 claims per fiscal year. Other variations regarding timing and payment of PDR include the following:
- a) Unused PDR up to a maximum of two year's full PDR may be carried forward to the next year so that a maximum of three year's PDR be available at any one time. At the start of any fiscal year (May 1), any unused PDR exceeding the two-year maximum will be allocated to the Library's acquisition budget.
 - b) Each eligible Member may submit up to two claims for reimbursement within a fiscal year (May 1 to April 30) up to the maximum PDR, subject to the maximum carry-over provision. Such claims must be for actual University-related business expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. Where eligible actual expenses exceed the PDR allocation in any fiscal year, individual Members may submit the residual expense amount consistent with established University reimbursement procedures in only the following fiscal year.
 - c) Single purchase expenses (i.e., one time out-of-pocket equipment or similar large expenses that exceed the annual PDR) may be carried forward for a maximum of three

years for reimbursement. (Departments will maintain appropriate carry-forward records/receipts.)

- d) Two or more Members may submit a combined application for reimbursement, provided the specific uses of the funds are covered by this policy. Such a submission may be up to a maximum of $N \times \$PDR$ (N = the number of submitters)
- e) Subject to the approval of the appropriate Department Chair, Supervisor, or Director, Members may transfer to a colleague his/her entitlement for a particular year. Such a transfer must be based on the agreement that it will be reversed within a three-year period.

Pension

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

Member Contributions

53.48 Schedule of Rate Changes

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

Date	Below YMPE	Above YMPE
July 1, 2017*	7.78%	9.48%
July 1, 2018	8.18 %	9.88%
July 1, 2019	8.58%	10.28%
July 1, 2020	8.99%	10.69%
*current rates		

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

53.48.2 Subject to the terms of the Letter of Understanding 10 (Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members), the Parties agree in principle to pursue a negotiated framework for the sharing of Normal Actuarial Cost of Professional Pension Plan through collective bargaining. Under this framework, should the most current valuation report filed on prior to July 1 of each year show an increase in the University's Normal Actuarial Cost to a level above 100% of the Member contribution rates specified above, the University will meet with the Joint Working

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

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

Early Retirement Provisions

Phased Retirement for Tenured or Continuing Appointment Members

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

53.50 Definitions:

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

Phased Retirement Option

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

53.52 Under this option, a lump-sum payment is available equal to 75% of the nominal final salary at retirement plus a "phase-out" period (toward retirement) over a maximum of two (2) years. The retiring allowance would be payable at the end of the phase-in period.

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

Approvals

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

Plan Representation

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

Article 54 - Reduced Workload

Reduced Workload

- 54.1 This Article applies to Full-Time Members with the exception of those holding Contractually Limited Appointments.
- 54.2 A Reduced Workload Appointment is one in which the appointment of a Full-Time Member is reduced from the Member's normal workload to less than full-time, on a regular basis.
- 54.2.1 Normally, Members will be expected to retain their agreed-upon DOE. The criteria for Promotion and Tenure or Continuing Appointment shall be the same as for Members not on Reduced Workload Appointments.
- 54.3 A Member seeking a Reduced Workload Appointment shall apply to the Dean, University Librarian, or, in the case of Veterinarians, Director, for Reduced Workload. The Dean, University Librarian, or, in the case of Veterinarians, Director shall consider the application, taking into account the circumstances of the applicant, the academic and service responsibilities, and, if applicable, any other factors relevant to the application.
- 54.4 Reduced Workload appointments require agreement of the Member and the University. The University shall not unreasonably deny a request for a Reduced Workload Appointment.
- 54.5 Members will apply in writing, normally at least six (6) months before any Reduced Workload Appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances/events.
- 54.6 The letter of application for a Reduced Workload Appointment shall include:
- a) the proposed date of commencement and the proposed term for the requested period of Reduced Workload;
 - b) the percentage of the Member's normal workload that the Member is requesting to carry during the period;
 - c) terms or conditions that the Member wishes to have associated with the Reduced Workload, including terms or conditions respecting activities that would be reduced more than others, or respecting the distribution of workload obligations within the period of Reduced Workload; and
 - d) any other documentation the Member deems relevant to the application, including any supporting statements from the Member.
- 54.7 If the Member and the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, agree on the provisions of the proposed Reduced Workload Appointment, those provisions shall be confirmed in writing and signed by the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, and the Member. These provisions will include the period of Reduced Workload, the proportion of Reduced Workload to full-time responsibilities/duties during the period of Reduced Workload, extensions to probationary period, provisions for performance evaluation during and after the period of Reduced Workload, rate of accrual for Study/Research Leave, or Consultative Leave for Veterinarians, and benefits coverage.
- 54.8 An initial period of Reduced Workload shall run for part of, or all of, an academic year or for consecutive academic years up to three (3) years. An initial period may be followed by

additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in writing at least six (6) months in advance and shall be subject to the same review process followed in the initial application.

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

Pension and Benefits

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

Miscellaneous

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

Article 55 - Financial Exigency

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

Definition

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

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

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

Declaring a Financial Exigency

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

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

Financial Commission

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

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

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

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

- a) whether the University's financial position constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) years and to constitute a problem sufficiently grave that the University's continuing functioning is endangered;
- b) whether, in view of the primacy of academic goals at the University, the reduction of Members and/or the reduction in salaries and benefits of Members is a reasonable type

of cost-saving and whether all means of achieving cost-saving in all other areas of the University's expenditures have been explored and utilized;

- c) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
- d) whether every effort has been made to secure further assistance from the Provincial Government;
- e) whether enrolment projections are consistent with the proposed academic staff complement;
- f) whether all reasonable means have been taken to reduce costs, such as Members' voluntary early retirement, voluntary resignation, or voluntary Reduced Workload;
- g) any other matters that it considers relevant to the proposed Financial Exigency.

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

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

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

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

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

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

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

- 55.18 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the following lay-off order shall apply:
- a) all contractually-limited appointments;
 - b) Members holding tenure-track/continuing appointment-track appointments;
 - c) all other Members, in accordance with 55.19.a) below.
- 55.19 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the selection of persons to be laid off shall be on the basis of:
- a) quality of performance as determined in accordance with Article 21: Tenure, Promotion, and Review of Faculty; Article 28: Continuing Appointment, Promotion, and Review of Librarian Members; and Article 33: Continuing Appointment, Promotion and Review of Veterinarians.
 - b) where two persons are considered substantially equal in the application of the factors listed in a), then the decision shall be made on the basis of length of full-time employment as a Member.
- 55.20 The following will apply to Members who are selected for lay-off:
- a) the University shall either provide to the Member at least twelve (12) months working notice, in writing, or the Member's regular salary and benefits in lieu thereof, and
 - b) the University shall pay the Member severance pay at the rate of one (1) month's Regular Salary for each Academic Year of service, subject to a maximum of twenty-four (24) months and a minimum of six (6) months.
- 55.21 Any layoffs under this Article shall occur only to the extent necessary to alleviate the Financial Exigency.

Article 56 - No Strike or Lockout

No Strike or Lockout

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

Essential Services

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

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

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

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

Member Status

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

56.8 The University shall not refuse to re-employ a Member solely as a consequence of exercising his/her right to strike as a result of a legal Strike declared by the Association, or as a consequence of a Lockout imposed by the University. There is no obligation on the University to extend a contract or re-employ if the term of a contract ended during a period of Strike or Lockout.

Article 57 – Research Ethics Appeal Board (REAB)

Mandate of the REAB

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

Structure of the REAB

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

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

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

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

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

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

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

Operating Procedures

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

Letters of Understanding

Letter of Understanding 1 – CUPE Local 3913 Unit 2

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 2 – Course/Teaching Evaluation

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

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 3 – Sick Leave

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 4 – Teaching – Professional and Managerial Staff

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 5 – Human Rights and Health & Safety

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

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

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 7 – Benefits

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

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

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 8 – Essential Services

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

1) Medical Care of Animals

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

2) Diagnostic Services provided through the Animal Health Lab

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

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

Kemptville: One (1) Pathologist

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

The University has identified that four (4) clinical Faculty Members are essential to provide for the delivery of these services.

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 9 – Article 18 and Changes to DOE

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

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

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

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

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

Unless mutually agreed to continue the newly assigned DOE, an amendment to a Faculty Member's DOE under Case #1 or #2 shall not exceed a period of three (3) years. In such cases, the DOE shall revert back to the Member's prior DOE.

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

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

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

The Parties agree to continue to meet as part of a Working Committee on Pensions for the duration of this Collective Agreement or, if earlier, for up until six (6) months following the effective date of the JSPP contemplated herein. The Association shall appoint three (3) persons and the University shall appoint three (3) persons to the Committee. The Joint Working Committee on Pensions will have three primary roles:

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

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

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

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

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

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers

Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 13 – Joint Salary Review

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

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Letter of Understanding 14 – Workload

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

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

On behalf of the
University of Guelph

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

On behalf of the University of Guelph
Faculty Association

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

Court File No. CV-22-006918880-0000

Dr. BYRAM BRIDLE
Plaintiff

- and -

UNIVERSITY OF GUELPH, et al
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF GLEN PYLE

**CANADIAN UNIVERSITIES RECIPROCAL INSURANCE
EXCHANGE**

5500 North Service Road, Suite 901
Burlington, ON L7L 6W6

D. Lynn Turnbull LSO#: 38056J

Email: ltumbull@curie.org

Tel: 905-336-3366 ext. 242

Lawyer for the defendants, University of Guelph, Jeffrey
Wichtel, Laurie Arnott, Charlotte Yates, Scott Weese,
Glen Pyle, Andrew Peregrine, Dorothee Bienzle, Amy
Greer and Nick Duley

TAB 8

Court File No. CV-22-00691880-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DR. BYRAM BRIDLE

Plaintiff

- and -

**UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE,
GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK
DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST**

Defendants

AFFIDAVIT OF ANDREW PEREGRINE

I, Andrew Peregrine, of the City of Guelph, in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the defendants in this proceeding, and, as such have knowledge of the matters to which I hereinafter depose. The matters deposed to that are not within my direct knowledge have been derived from third parties or a review of documents and, in each of such cases, the source of the information is identified, and I verily believe such matters to be true. True copies of all exhibits referred to herein are attached.
2. I am an Associate Professor of Veterinary Parasitology at the Ontario Veterinary College ("OVC") at the University of Guelph ("Guelph"). I am a diplomate of the European Veterinary Parasitology College and the American College of Veterinary Microbiologists.
3. The plaintiff, Dr. Byram Bridle (hereinafter "Dr. Bridle") is an Associate Professor of Viral Immunology in the Department of Pathobiology at OVC.

4. Dr. Bridle is a high-profile critic of the COVID-19 public health response and advice. Commencing in or about August of 2020, he began participating in a series of speaking engagements and interviews criticizing the safety and efficacy consensus of COVID-19 vaccines. His opinions were contrary to the overwhelming majority of scientific opinions at the time, including the opinions of myself and many of his other OVC colleagues, including Dr. Scott Weese, Dr. Glen Pyle, Dr. Dorothee Bienzle and Dr. Amy Greer.
5. On June 28, 2021, I, along with Drs. Pyle, Weese, Bienzle and Greer, and 79 other colleagues, signed a letter stating that we disagreed with Dr. Bridle's public statements that COVID-19 vaccines were unsafe. The letter, entitled *Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety*, stated:

We are a science-based faculty and staff at the University of Guelph who support evidence-based decisions and disagree with misinformation being circulated by a member of the faculty at the Ontario Veterinary College.

COVID-19 is an unprecedented pandemic due to a novel coronavirus. Nearly four million people globally have died as a result, and nearly two hundred million have been reported as infected. Many millions more have suffered and continue to suffer from physical and mental illness associated with the pandemic, isolation, poverty, and the long-term effects of the infection.

Vaccines for SARS-CoV-2 were designed, tested and produced at an unprecedented speed and on an extraordinary scale. The ability to quickly develop safe and effective vaccines was made possible through remarkable global co-operation and by concurrently running clinical trials, not by cutting corners. Many countries rapidly authorized vaccines for emergency use. Various types of vaccines are available, including those based on mRNA coding for the viral spike (S) protein, vector-based DNA vaccines coding for the S protein, and recombinant S protein particles. Two doses of the vaccines (type-dependent) have dramatically reduced illness and infections in many parts of the world. The vaccines are highly effective and have very few adverse effects. The coordinated effort of scientists, pharmaceutical companies, public health and regulatory agencies to

produce effective vaccines against COVID-19 for billions of people in less than a year is an achievement previously unimaginable.

Dr. Byram Bridle has stated on multiple platforms and numerous outlets that COVID-19 vaccines are unsafe. These statements are contrary to overwhelming scientific evidence. The S protein generated by or incorporated into vaccines is an effective immunogen but does not alter DNA, does not induce infertility or pass through breast milk, and is not a toxin. Adverse vaccine effects do occur but at a similar or lower frequency than for routine vaccines. In the face of this terrible pandemic, widespread vaccination is the best way out of the devastation we currently face. Many people have limited understanding of the complexities of immunization against infectious agents, and rely on scientists in epidemiology and immunology to share their knowledge and experience, especially at times such as these when fear is high. Misinformation spread by individuals such as Dr. Bridle targets uncertainty.

The University of Guelph, including us, supports freedom of expression. However, as scientists and academics we also have a responsibility to counter misinformation, particularly when the misinformation causes harm. A high rate of vaccine acceptance is essential for prevention of SARS-CoV-2 disease and deaths, and for a return to normalcy. In particular, given the high transmissibility of recent variants, very high vaccination rates among people eligible for vaccination are critical. We are very concerned that people who are not seeking vaccination because of misinformation will suffer ill effects from SARS-CoV-2 infection, will infect others, and will slow the return to a more normal life. Academic freedom is important but should not be a license to spread misinformation that has been clearly refuted, including by authors of publications that Dr. Bridle cites in support of his statements. Some may even consider the University of Guelph complicit by failing to provide a clear and effective response to this misinformation campaign, which is impacting the reputation of the institution and its faculty. Considering the harmful effects of COVID-19 on individuals and communities, the continued spread of misinformation undermines Canadian public health measures, including our vaccine program, and threatens global health security more broadly.

Therefore, we wish to state publicly that as scientists, faculty, and /or staff of the University of Guelph we stand firmly against the continued spread of factually incorrect and misleading information that is being disseminated by Dr. Bridle. We have confidence that the SARS-CoV-2 vaccines approved for use in Canada are safe and effective, and we wish to reassure the public that as members of the University of Guelph community we fully support evidence-based public health, which includes vaccination against COVID-19.

Attached hereto and marked as **Exhibit A** to this my affidavit is a true copy of the letter dated June 28, 2021 [citations omitted].

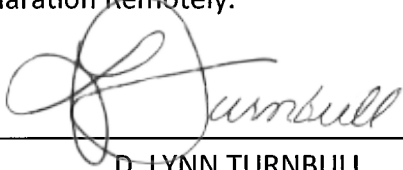
6. The June 28, 2021 letter that I co-signed was not motivated by any malice or ill-will towards Dr. Bridle or any attempt to defame him or damage his reputation. This was a good-faith effort to protect the public from misinformation in the midst of an unprecedented global pandemic. I was very concerned that the public statements being made by Dr. Bridle could lead individuals to ignore public health recommendations and measures designed to mitigate the risks of the pandemic and specifically, public health recommendations to be vaccinated and to wear masks in public.
7. On July 22, 2021, I had a terrifying encounter with Dr. Bridle when he targeted me twice within 20 minutes. I arrived at the Pathobiology/Animal Health Laboratory Building, where my office is located, to find Dr. Bridle waiting for me beside the elevator. Before entering the building, I had seen him outside. On the basis of his location outside, he would have had to run to end up inside the building before me. As well, since he had passed the door to the elevator that would have taken him to his fourth floor office, it was clear that he was waiting for me. I immediately walked to the stairwell to avoid him, but Dr. Bridle began shouting abuse at me and followed me. I walked up the stairs to the third floor and put my personal effects in my office, then went to Dr. Bienzle's office, which was located three offices from mine, to let her know what had happened. As soon as I walked into Dr. Bienzle's office, she told me that Dr. Bridle was walking towards her office behind me. As soon as he got to her office, he started talking loudly at us, using highly unprofessional

language. We shut the door and asked him to leave. Dr. Bridle remained outside, continuing to shout at us. Dr. Bienzle asked him to leave several times, but he would not. We finally called the Campus Safety Office for assistance and then called a second time, approximately five minutes later, concerned for our safety. Dr. Bridle remained outside Dr. Bienzle's door until they arrived.

8. I reported this encounter to Dr. Jeffrey Wichtel, Dean of OVC. Attached hereto and marked as **Exhibit B** to this my affidavit is a true copy of my email to Dr. Wichtel dated July 22, 2021.
9. The encounter had a profound psychological impact on me. I genuinely feared for my safety on campus. I developed panic attacks and began to experience difficulty sleeping.
10. Following my complaint, I participated in a workplace investigation that Dr. Wichtel arranged. I was interviewed by Nick Duley of North Shore HR Consulting Inc. and provided him with a complete and honest account of the circumstances leading up to the encounter and my complaint.
11. On February 24, 2022, I applied for a peace bond against Dr. Bridle. A week earlier, he had appeared in an online video, calling for people to come to Ottawa during the truckers' convoy demonstration and that they were involved in a war. I believed that if he had ever had respect for process and authority, that was no longer the case. After the frightening encounter with him and then his public call to war, I was concerned that Guelph and OVC had not put sufficient safeguards in place to protect me from him. Attached hereto and marked as **Exhibit C** to this my affidavit is a true copy of my Peace Bond Application.
12. On March 1, 2022, I met with Laurie Arnott, the Assistant Vice President, Faculty and Academic Staff Relations. I was informed that Dr. Bridle would not be permitted back into the Pathobiology/Animal Health Laboratory Building and that a 2-year no contact order had been put into place. As a result, I decided that I did not need to pursue a peace bond.

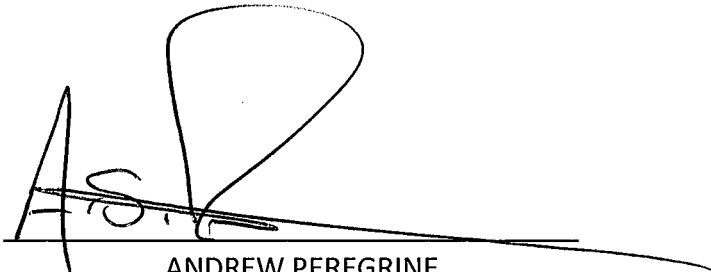
13. Despite my opposition to Dr. Bridle's anti-vaccination views, the frightening encounter in July of 2021 and my distaste of his support for the truckers' convoy, I have never conspired to defame him. I categorically deny that I at any time entered into a conspiracy with one or more of the other individually named defendants to damage Dr. Bridle's reputation.
14. The allegation in the Statement of Claim that I fabricated allegations regarding the encounter in July of 2021 is categorically false. I provided an honest account of what transpired.
15. The allegation in the Statement of Claim that I conspired with Drs. Pyle, Weese, Greer, and Bienzle to make criminal complaints prior to any actual encounter with Dr. Bridle is also completely false. I felt physically threatened by the encounter with Dr. Bridle in July of 2021. If he had not conducted himself the way he did, I would have had no reason to make a complaint.
16. All statements contained in this affidavit pertain to matters that I verily believe are subject to the Collective Agreement between Guelph and Guelph's Faculty Association (UGFA), of which both Dr. Bridle and I are members. UGFA is certified by the Ontario Labour Relations Board. The Collective Agreement that UGFA negotiated governs the conditions of employment for all of its members. Attached hereto and marked as **Exhibit D** to this my affidavit is a true copy of the Collective Agreement for the period July 1, 2017 to June 30, 2021. This Collective Agreement was rolled over for one year due to COVID so it was actually in effect until June 30, 2022. The current Collective Agreement, effective July 1, 2022, is contained in this link [UGFA CA 2022 FinalPrint Nov20 2023.pdf \(uoguelph.ca\)](#).
17. I swear this affidavit in support of the relief sought and for no improper purpose.

SWORN REMOTELY by Andrew Peregrine, }
stated as being located in the City of Guelph }
before me at the City of Burlington, on this }
21st day of June, 2024 in accordance with O. }
Reg 431/20, Administering Oath or }
Declaration Remotely. }



D. LYNN TURNBULL

A Commissioner for taking Affidavits, etc.



ANDREW PEREGRINE

This is Exhibit "A" referred to in the Affidavit of Andrew Peregrine sworn before me June 21, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is stylized with a large, circular flourish on the left side that loops around the first part of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety

June 28, 2021

We are a science-based faculty and staff at the University of Guelph who support evidence-based decisions and disagree with misinformation being circulated by a member of the faculty at the Ontario Veterinary College.

COVID-19 is an unprecedented pandemic due to a novel coronavirus. Nearly four million people globally have died as a result, and nearly two hundred million have been reported as infected.¹ Many millions more have suffered and continue to suffer from physical and mental illness associated with the pandemic, isolation, poverty, and the long-term effects of the infection.²

Vaccines for SARS-CoV-2 were designed, tested and produced at an unprecedented speed and on an extraordinary scale. The ability to quickly develop safe and effective vaccines was made possible through remarkable global co-operation and by concurrently running clinical trials, not by cutting corners. Many countries rapidly authorized vaccines for emergency use. Various types of vaccines are available, including those based on mRNA coding for the viral spike (S) protein, vector-based DNA vaccines coding for the S protein, and recombinant S protein particles. Two doses of the vaccines (type-dependent) have dramatically reduced illness and infections in many parts of the world.³ The vaccines are highly effective and have very few adverse effects.⁴ The coordinated effort of scientists, pharmaceutical companies, public health and regulatory agencies to produce effective vaccines against COVID-19 for billions of people in less than a year is an achievement previously unimaginable.

Dr. Byram Bridle has stated on multiple platforms and numerous outlets that COVID-19 vaccines are unsafe. These statements are contrary to overwhelming scientific evidence. The S protein generated by or incorporated into vaccines is an effective immunogen but does not alter DNA, does not induce infertility or pass through breast milk, and is not a toxin.^{5,6} Adverse vaccine effects do occur but at a similar or lower frequency than for routine vaccines.⁴ In the face of this terrible pandemic, widespread vaccination is the best way out of the devastation we currently face. Many people have limited understanding of the complexities of immunization against infectious agents, and rely on scientists in epidemiology and immunology to share their knowledge and experience, especially at times such as these when fear is high. Misinformation spread by individuals such as Dr. Bridle targets uncertainty.

The University of Guelph, including us, supports freedom of expression. However, as scientists and academics we also have a responsibility to counter misinformation, particularly when the misinformation causes harm. A high rate of vaccine acceptance is essential for prevention of SARS-CoV-2 disease and deaths, and for a return to normalcy. In particular, given the high transmissibility of recent variants, very high vaccination rates among people eligible for vaccination are critical. We are very concerned that people who are not seeking vaccination because of misinformation will suffer ill effects from SARS-CoV-2 infection, will infect others, and will slow the return to a more normal life. Academic freedom is important but should not be a license to spread misinformation that has been clearly refuted, including by authors of publications that Dr. Bridle cites in support of his statements.⁷ Some may even consider the University of Guelph complicit by failing to provide a clear and effective response to this misinformation

campaign, which is impacting the reputation of the institution and its faculty. Considering the harmful effects of COVID-19 on individuals and communities, the continued spread of misinformation undermines Canadian public health measures, including our vaccine program, and threatens global health security more broadly.

Therefore, we wish to state publicly that as scientists, faculty, and/or staff of the University of Guelph we stand firmly against the continued spread of factually incorrect and misleading information that is being disseminated by Dr. Bridle. We have confidence that the SARS-CoV-2 vaccines approved for use in Canada are safe and effective, and we wish to reassure the public that as members of the University of Guelph community we fully support evidence-based public health, which includes vaccination against COVID-19.

References

1. <https://www.worldometers.info/coronavirus/>; accessed June 24, 2021
2. <https://www.un.org/development/desa/dspd/everyone-included-covid-19.html>; accessed June 24, 2021
3. <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/different-vaccines.html>; accessed June 24, 2021
4. <https://health-infobase.canada.ca/covid-19/vaccine-safety/>; accessed June 24, 2021
5. Drugs and Lactation Database (LactMed) [Internet]. Bethesda (MD): National Library of Medicine (US); 2006-. COVID-19 vaccines. [Updated 2021 Jun 21]
6. <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/recommendations/pregnancy.html>; accessed June 24, 2021
7. <https://www.reuters.com/article/factcheck-vaccine-safe-idUSL2N2NX1J6>; accessed June 24, 2021

Supporting signatures from University of Guelph faculty and staff

Name, Credentials	Title	University of Guelph College
Amy Greer, MSc, PhD	Canada Research Chair in Population Disease Modelling and Associate Professor	Ontario Veterinary College
Dorothee Bienzle, DVM, PhD	Professor of Veterinary Pathology	Ontario Veterinary College
Scott Weese DVM DVSc DACVIM FCAHS	Director, Centre for Public Health and Zoonoses	Ontario Veterinary College
Glen Pyle, PhD	Professor of Biomedical Sciences	Ontario Veterinary College
Sarah Adamowicz, PhD	Associate Professor & Director of Bioinformatics Graduate Program, Integrative Biology	College of Biological Science
Emma Allen-Vercoe, PhD	Professor; Canada Research Chair in Human Gut Microbiome Function and Host Interactions	College of Biological Science
Luis G. Arroyo,	Associate Professor, Clinical Studies	Ontario Veterinary College

Lic. Vet Med. DVSc, PhD, DACVIM		
Daniel Ashlock, PhD	Professor and Chair, Mathematics and Statistics	College of Physical and Engineering Sciences
France-Isabelle Auzanneau, PhD	Professor, Chemistry	College of Engineering and Physical Sciences
John Baird, BVSc, PhD	Professor Emeritus, Clinical Studies	Ontario Veterinary College
Ian K. Barker DVM PhD	Professor Emeritus, Pathobiology	Ontario Veterinary College
Cathy Bauman, DVM, MPH, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Janet Beeler-Marfisi, BA, DVM, DVSc, DACVP	Assistant Professor, Pathobiology	Ontario Veterinary College
Olaf Berke, PhD	Associate Professor, Statistical Epidemiology, Population Medicine	Ontario Veterinary College
Shauna Blois, DVM, DVSc, DACVIM	Associate Professor, Clinical Studies	Ontario Veterinary College
P. Suzanne Carman DVM, Dip SAMed, PhD	Diagnostic Virologist, Retired	Animal Health Laboratory
Catherine Carstairs, PhD	Professor, History	College of Arts
Christina Caruso, PhD	Associate Professor, Integrative Biology	College of Biological Science
Katie M. Clow, DVM, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Joseph Colasanti, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Sciences
Marc Coppolino, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Georgina Cox, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Teresa Crease, PhD	Professor, Integrative Biology	College of Biological Science
Nicola Cribb, MA VetMB DVSc DACVS	Assistant Professor, Clinical Studies	Ontario Veterinary College
John Dawson, PhD	Professor, Molecular and Cellular Biology	College of Biological Science

Giannina Descalzi, PhD	Assistant Professor, Biomedical Sciences	Ontario Veterinary College
Todd Duffield, DVM, DVSc	Professor and Chair, Population Medicine	Ontario Veterinary College
Dan Gillis, PhD	Associate Professor & Statistician, School of Computer Science	College of Engineering & Physical Sciences
Lawrence Goodridge, PhD	Professor and Director, Canadian Research Institute for Food Safety	Ontario Agricultural College
T. Ryan Gregory, PhD	Professor and Chair, Integrative Biology	College of Biological Science
Steffen Graether, PhD	Professor, Molecular and Cellular Biology	College of Biological Science
Carlton Gyles, DVM, PhD, FCAHS	Professor emeritus, Pathobiology	Ontario Veterinary College
Jutta Hammermueller PhD	Staff, Pathobiology	Ontario Veterinary College
Brad Hanna, BSc, DVM, MSc, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
George Harauz, PhD	Professor Emeritus, Molecular and Cellular Biology	College of Biological Science
Tony Hayes BVSc PhD	Professor Emeritus, Pathobiology	Ontario Veterinary College
Paul Hebert PhD, FRSC	Professor & Canada Research Chair in Molecular Biodiversity	College of Biological Science
Shoshanah Jacobs, PhD	Associate Professor, Integrative Biology	College of Biological Science
Claire Jardine, DVM, PhD	Associate Professor, Pathobiology	Ontario Veterinary College
Andria Jones-Bitton, DVM, PhD	Associate Professor, Epidemiology Director of Well-Being Programming, Ontario Veterinary College	Ontario Veterinary College
David Kelton, DVM, PhD	Professor of Epidemiology and Dairy Farmers of Ontario Research Chair in Dairy Cattle Health	Ontario Veterinary College
Cezar Khursigara, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Judith Koenig, DVM DVSc, DAVCS	Associate Professor, Clinical Studies	Ontario Veterinary College

Jasmin Lalonde, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Ray Lu, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Karol Mathews DVM, DVSc, DACVECC	Professor Emerita, Clinical Studies	Ontario Veterinary College
Judi McCuaig, PhD	Associate Professor, School of Computer Science	College of Engineering and Physical Sciences
Rob McLaughlin, PhD	Associate Professor and Partnership for Ecosystem Research and Management Scientist, Integrative Biology	College of Biological Science
Lucy Mutharia, PhD	Adjunct Associate Professor, Molecular and Cellular Biology	College of Biological Sciences
Eva Nagy DVM, PhD, DSc	Professor Emerita, Pathobiology	Ontario Veterinary College
Annette Nassuth, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Sciences
Lee Niel, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
Ryan Norris, PhD	Associate Professor, Integrative Biology	College of Biological Sciences
Anthony Ogg, DVM, DVSc, DACVIM	Professor, Clinical Studies	Ontario Veterinary College
Andrew Papadopoulos, PhD	Professor, Population Medicine	Ontario Veterinary College
Jane Parmley, DVM, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
Andrew Peregrine, BVMS, PhD, DVM, DEVPC, DACVM	Associate Professor, Pathobiology	Ontario Veterinary College
Melissa Perreault, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
Zvonimir Poljak, DVM, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
John Prescott VetMB PhD FCAHS	Professor Emeritus, Pathobiology	Ontario Veterinary College
Katherine Preuss, PhD	Professor, Research Leadership Chair, and Chair of Chemistry	College of Engineering and Physical Science

David Renaud, DVM, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Beren Robinson, PhD	Professor, Integrative Biology	College of Biological Science
Michael A. Rogers PhD	Associate Professor and Canada Research Chair in Food Nanotechnology	Ontario Agricultural College
Tarek Saleh, PhD	Professor and Chair, Biomedical Sciences	Ontario Veterinary College
Shaun Sanders, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Jan M. Sargeant, PhD	Professor of Epidemiology, Population Medicine	Ontario Veterinary College
Stephen Seah, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Science
Rebecca Shapiro, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Sciences
Patricia Shewen DVM PhD	Professor Emerita, Pathobiology	Ontario Veterinary College
Paul Sibley, PhD	Interim Director, School of Environmental Sciences	Ontario Agricultural College
Jeremy Simpson, PhD	Associate Professor, Human Health and Nutrition	College of Biological Sciences
Ameet Singh, DVM, DVSc, DACVS	Professor, Clinical Studies	Ontario Veterinary College
Kelsey Spence, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Patricia V Turner MS, DVM, DVSc, DACLAM, DABT, DECAWBM	Professor Emerita, Pathobiology	Ontario Veterinary College
Siavash Vahidi, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Alexander Valverde, DVM, DVSc	Professor, Clinical Studies	Ontario Veterinary College
George van der Merwe, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Science
Matthew Vickaryous, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
Laurent Viel, DVM, PhD	Professor Emeritus, Clinical Studies	Ontario Veterinary College

Chris Whitfield PhD FRSC	Professor and Canada Research in Microbial Cell Biology, Molecular and Cellular Biology	College of Biological Sciences
Charlotte Winder, DVM, DVSc	Assistant Professor, Population Medicine	Ontario Veterinary College
Alex zur Linden, DVM, DACVR	Associate Professor, Clinical Studies	Ontario Veterinary College

This is Exhibit "B" referred to in the Affidavit of Andrew
Peregrine sworn before me June 21, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" and a horizontal line extending to the right.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

From: [Andrew Peregrine](#)
To: [Jeffrey Wichtel](#); [Brandon Lillie](#)
Cc: [Larry O'Connell](#); [J. Scott Weese](#); [Glen Pyle](#); [Dorothee Bienzle](#)
Subject: Dr Byram Bridle - safety in Pathobiology
Date: Thursday, July 22, 2021 11:38:29 AM
Attachments: [Outlook-ja222u01.jpg](#)

Dear Drs. Wichtel and Lillie,

At 10.25am this morning I walked from the parking lot by the horse paddocks beside Food Science to Pathobiology. As I crossed the road I noticed that Dr Bridle was approximately 100 meters to my left on McGilvray, walking towards Pathobiology. When I walked through the McGilvray entrance beside the elevator into Pathobiology I found Dr Bridle standing beside the elevator - he had to have run to get there before me. I immediately walked away from him to the main stairwell in Pathobiology - as I did, Dr Bridle started shouting abuse at me, using very similar language to that experienced by Dr Pyle yesterday. When I got to the third floor in Pathobiology I immediately spoke to Dr Bienzle to tell her what had happened. As soon as I walked into Dr Bienzle's office she told me that Dr Bridle was walking towards her office behind me. As soon as he got to her office he started talking loudly at us and using highly unprofessional language. We shut the door and asked him to leave. Since he did not, we phoned campus police for assistance. The verbal abuse we received from Dr Bridle continued for at least 5 minutes, until three police officers arrived. In this time I phoned campus police a second time asking for assistance as we were frightened for our safety - the police officer I spoke to on the phone could even hear Dr Bridle shouting at us from outside Dr Bienzle's office, with the door closed! Dr Bienzle and myself have given verbal reports on what happened to one of the police officers. The police officers have also spoken to one of the graduate students that witnessed the incident.

Both of you are aware about Dr Pyle's experience with Dr Bridle yesterday, that was reported to Campus police. When I told my husband about this yesterday he asked me not to come to Pathobiology today because of concerns about my safety! I am going home now and will not return until you can ensure that Pathobiology/OVC is a safe workplace environment.

Andrew Peregrine

Andrew S. Peregrine, BVMS, PhD, DVM, Diplomate EVPC, Diplomate ACVM (he/his/him)

Associate Professor, Veterinary Parasitology

Department of Pathobiology | Ontario Veterinary College

50 Stone Rd. E | University of Guelph, Guelph, Ontario, N1G 2W1

PAHL Room 3825 | 519-824-4120 ext 54714 | aperegri@ovc.uoguelph.ca

This is Exhibit "C" referred to in the Affidavit of Andrew Peregrine sworn before me June 21, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" that extends over the rest of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Part I: (to be completed by Informant)

Allegations

Name of Informant **Andrew Peregrine** Date of Birth **18 September 1961**

Address **Dept. Pathobiology, University of Guelph** City/Town **Guelph**

Postal Code **N1G 2W1** Telephone **519-824-4120 x54714** Email **aperegr@ovc.uoguelph.ca**

Name(s) of Defendant **Byram Bridle** Date of Birth **unknown**

Address **Dept. Pathobiology, University of Guelph.** City/Town **Guelph**

Postal Code **N1G 2W1** Telephone **519-824-4120 x54657. Email: bbridle@uoguelph.ca**

Relationship of the Defendant to the Informant or Complainant: *(i.e. spouse, neighbour, etc.)*

co-worker

I am available to appear via video by Zoom.

I wish to receive correspondence from the Court in relation to this matter via (please check and complete):

email at the following email address: **aperegr@ovc.uoguelph.ca**

mail at the following mailing address: _____

pick up at the criminal counter.

Basis for the Application/Details of Incident(s)

Date **Starting July 21, 2021** Location **Pathobiology Building 89 (PAHL), University of Guelph**

Alleged Incident(s)

I will say *(Please provide sufficient details of the incident(s) to support an Information to be drafted)*

strongly against COVID-19 vaccination on social media, particularly on right-wing social media. On June 28, 2021, along with 82 faculty and staff in multiple departments at the Ontario Veterinary College and across the University of Guelph, I signed a statement entitled "Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety" (see Appendix A). I signed the letter as I disagreed with information about COVID-19 issues that Dr. Bridle has been disseminating in public forums since the beginning of the pandemic; I was particularly concerned that what he has been saying has caused vaccine hesitancy, and thus put people's health and lives at risk.

On July 21, 2021, I arrived at my office in the Department of Pathobiology, Ontario Veterinary College, University of Guelph (building 89 [PAHL], room #3825) to find a 2-page document on the floor. Apart from COVID-19 safety concerns associated with a hard copy, text on the document of particular concern read:

"Are you sure that you are on the right side of history?

My door is always open if you would like to chat about the science instead of making false assumptions about my intentions and expertise. My foresight is based on following the science. I genuinely care about the health and well-being of children. Immature behaviour is unbecoming of a professional. I have been deeply hurt by your profound disrespect.

Byram"

On July 22, 2022, I parked my car in the University of Guelph parking lot P26, then walked towards the PAHL building, across Grange Lane, to the edge of McGilvray Street. Before crossing the road, I looked to my left and noticed that Dr. Bridle was approximately 100 meters to my left on McGilvray Street, also walking towards the PAHL building. I continued walking to the McGilvray entrance into the PAHL building, but as soon as I walked through the door I found Dr. Bridle standing immediately to my left. I immediately walked away from him to the main stairwell in PAHL - as I did, with my back to Dr. Bridle, he started talking loudly/shouting at me, saying such things as "You are a coward, you are walking away from me", "I know the science and you won't listen to me". There is every reason to believe that Dr. Bridle targeted me: in order for him to be standing beside the PAHL door when I entered the building, he must have run to that position.

Immediately after this encounter, I walked to the main stairwell in the PAHL building, up to the third floor where my office is located (room #3825); Dr. Bridle's office is on the fourth floor. After dropping off my personal effects, I went to Dr. Dorothee Bienzle in her office (room #3822) to tell her what had happened. As soon as I walked into Dr. Bienzle's office, she told me that Dr. Bridle was walking behind me towards her office. As soon as he got to her office, he started talking loudly at us, saying such things as "the science will prove me right", "I am the one that is oppressed", "Who might actually know the science?" Dr. Bienzle told Dr. Bridle that we did not want to talk with him, and asked him to leave - he did not. Dr. Bienzle therefore shut her office door, and again asked him to leave (note: there is a large pane of glass in the office door; the office is fully visible to people in the corridor; sound easily travels through the door). Since Dr. Bridle did not leave and kept talking loudly/shouting at us, I phoned Guelph Campus Safety (time of call = 10.33am) on Dr. Bienzle's office phone (extension 54351) for assistance. Since Dr. Bridle was looking into Dr. Bienzle's office for much of this interaction, he very likely would have seen me making this phone call. However, the verbal abuse from Dr. Bridle continued. At 10.37am, I phoned Guelph Campus Safety a second time on Dr. Bienzle's office phone, asking where the safety officers were as we were frightened for our safety - the safety officer I spoke to on the phone could hear Dr. Bridle shouting at us from outside Dr. Bienzle's office, with the door closed! I even held up the phone and pointed it obviously in the direction of Dr. Bridle so that he would see it. However, he kept talking loudly/shouting at us. Recordings of these calls are available from Guelph Campus Safety. Fortunately, after 10-15 minutes three safety officers turned up; only when they arrived did Dr. Bridle walk away. Campus Safety then removed Dr. Bridle from PAHL. Dr. Bienzle and myself gave verbal reports on what happened to one of the safety officers. The safety officers also spoke to at least one of the students that witnessed the incident. Immediately following these events, I reported the incident to both the Chair of my department (Dr. Brandon Lillie) and the Dean of Ontario Veterinary College (Dr. Jeff Wichtel). Thereafter, University management

~~recruited a third party investigator who interviewed myself (on August 6, 2021) and Drs. Deborah Bienzle, Glen Pyle and Scott Weese, and others in the Department of Pathobiology to determine whether Workplace Harassment had occurred. The resultant report (see Appendix B) was submitted to Laurie Arnott, Assistant Vice-President (Faculty and Staff Relations), University of Guelph, on November 9, 2021. The report was shared with us on November 23, 2021, and concluded that Dr. Bridle's conduct "was harassing, and in violation of both the Workplace Harassment Prevention Policy and Article 42 of the Collective Agreement" (see Appendix B, pages 31-33, for summary findings). Until the present day, Dr. Bridle has not been allowed on the University of Guelph campus as he is not vaccinated for COVID-19.~~

(Use additional paper, if necessary)

What, if anything, did the police say or do as a result of your complaint?

Campus Safety met with me to discuss my safety concerns and to discuss a safety plan. This included varying where I park my car on campus, how to use alarm buttons on campus, carrying a cell phone at all times, and how to contact Guelph City Police in a safety emergency with the cell phone (i.e. without dialing 911).

Have you previously sworn an Information/filed a statement of allegation regarding this matter? No Yes

If yes, when? _____ Where? _____

Has another Justice of the Peace refused to issue process for this offence? No Yes

If yes, when? _____ Where? _____

Do you have any new evidence with respect to this offence? No Yes

If yes, give details:

There are ongoing safety concerns associated with Dr Bridle, because:

(a) he refused to take part in the workplace harassment investigation at the University of Guelph.

(b) he spoke at the 2022 Trucker Convoy demonstration in Ottawa:

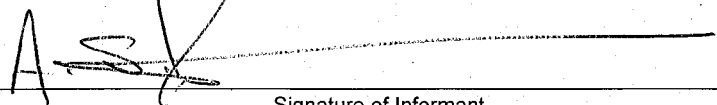
<https://www.facebook.com/canadians4truth/videos/792444382150422/>

(c) on February 16, 2022, he appeared in an online video in which, in addition to providing extensive misinformation about COVID-19, at approximately 2:14:30, used incitement language (especially given the federal Emergencies Act). In particular, he made calls for people to come to Ottawa and stand up, that the truckers need to hold the line, and stated that what they are involved in is a war. He also said that they cannot allow their lines to be broken. Collectively, these comments indicated that he has no respect for process or authority.

Video - <https://rumble.com/vv4b44-dr.-byram-bridle-talks-about-debates-science-blood-truckers-and-canada.html>

(d) on January 21, 2022, and February 2, 2022, I wrote to Laurie Arnott, Assistant Vice-President (Faculty and Academic Staff Relations), and Dr. Jeff Wichtel, Dean, Ontario Veterinary College, University of Guelph, to ask what they intended to do to address our safety concerns associated with Dr. Bridle. These emails were written after a meeting on January 12, 2022, with Laurie Arnott and Dr. Wichtel in which Drs. Blenzle, Pyle and myself indicated how the only safety changes the University has made since July 2021 (i.e. removing Dr. Bridle's swipe card access to PAHL and changing office locks in PAHL) do not address our safety concerns. To date, I have received no response to my emails of January 21, 2022 or February 2, 2022.

(e) the province has recently announced that as of March 1, 2022, proof of COVID-19 vaccination will no longer be required for indoor gatherings. As a result, COVID-19 vaccination will very likely no longer be a barrier for Dr. Bridle to enter the University of Guelph campus.



Signature of Informant

24 February 2022

Date

Part II: (to be completed by Justice of the Peace)

Identification of informant confirmed by Justice of the Peace

Directions to Court Staff:

Prepare s. 810 Peace Bond Information and Summons Information Declined or Further Information Required

This is Exhibit "D" referred to in the Affidavit of Andrew Peregrine sworn before me June 21, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial "T" that loops around the first part of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Collective Agreement
between
The University of Guelph



and

The University of Guelph Faculty Association



Effective July 1, 2017 to June 30, 2021

For information, please contact:

Faculty and Academic Staff Relations
Office of the Provost and Vice-President (Academic)
519-824-4120 ext. 53195
t.jandrisits@exec.uoguelph.ca
www.uoguelph.ca/facultyrelations

University of Guelph Faculty Association (UGFA)
519-824-4120 ext. 52126 or ext. 58538
facassoc@uoguelph.ca
www.ugfa.ca

Table of Contents

Article 1 - Preamble	8
Article 2 - Definitions	9
Article 3 - Recognition	11
Article 4 - Administrative Appointments	12
Article 5 - Management Rights	13
Article 6 - Association Rights and Privileges	14
Article 7 - Academic Freedom	15
Article 8 - Conflict of Interest and Conflict of Commitment	16
Article 9 - Employment in External Remunerative Activities	18
Article 10 – Duration and Copies of the Agreement	20
Article 11 - Dues Check-Off	21
Article 12 - Joint Committee	22
Article 13 - Correspondence and Information	23
Article 14 - Member’s Official File	25
General.....	25
Contents	25
Access and Rights	26
Release of Information.....	26
Assessment Files.....	27
Article 15 - Maintenance of the Scholarly and Professional Environment	28
Article 16 - General Liability Insurance	29
Article 17 - Working Conditions	30
Security.....	30
Facilities.....	30
Privacy and Data Protection.....	30
Software and System Changes.....	30
Article 18 - Faculty Member Rights and Responsibilities	31
General Duties.....	31
Distribution of Effort (DOE)	32
Amendments to the DOE	32
Workload	33
Procedures for Assigning Workload	35
Research and Development Semester.....	35
Article 19 - Faculty Appointments	37
Definitions	37
Ranks	37
Contractually Limited Positions	37
Search Committee	38
Candidate Assessment Procedures	40
Letters of Appointment.....	40
Joint Appointments	41

Article 20 - Appointments of Chairs/Directors of Schools.....	42
Chairs/Directors of Schools.....	42
Terms of Appointment of a Chair	42
Renewal of a Chair for a Second Five (5) Year Term.....	43
Search Committee for the Position of Chair	43
Assessment Procedures	43
Transition Leave	44
Article 21 - Tenure, Promotion, and Review of Faculty Members	46
Probationary Period	47
Guidelines and Documentation Templates for Assessment Purposes.....	47
Member Templates.....	48
Department Committee Templates	48
External Assessors	49
Department Tenure and Promotion Committee.....	50
College Tenure and Promotion Committee	52
Committee Mode of Operations	55
Review of Progress Towards Tenure and Promotion to Associate Professor	55
Granting of Tenure.....	55
Promotion to Professor	56
Deliberations Process and Communication of Decision	56
Appeals.....	57
University Tenure and Promotion Appeals Committee	57
Decision of the President	58
Performance Review.....	58
Appeals of Performance Review	60
Grievance	60
Article 22 - Study/Research Leave for Faculty.....	61
Article 23 - Overload Teaching.....	64
Article 24 – Transfers, Redeployment or Buyouts of Faculty and Librarian Members Due to Restructuring or Academic Program Reorganization.....	65
Article 25 - Rights and Responsibilities of Librarians.....	67
Academic and Professional Responsibilities of Librarians.....	67
Professional Practice of Academic Librarianship.....	67
Scholarship: Research, Study, Professional Development, Scholarly and Creative Activities	68
Service: University Service and Academic or Professional Service.....	68
Distribution of Effort (DOE)	69
Workload and the Assignment of Responsibilities	69
Amendments to DOE for Librarians	70
Article 26 - Librarian Appointments	71
Definitions	71
Ranks	71
Contractually Limited Appointments.....	72
Search Committee	72
Candidate Assessment Procedures	73
Letters of Appointment.....	74
Joint Appointments	74
Outside Appointments of Librarian Members	75

Article 27 - Administrative Appointment of Librarian Members	76
Terms of a Librarian Administrative Appointment.....	77
Search Committee	77
Assessment Procedures	78
Transition Leave	78
Article 28 - Continuing Appointment, Promotion, and Review of Librarian Members.....	80
Probationary Period	81
Guidelines and Documentation Templates for Assessment Purposes.....	81
Member Templates	82
Continuing Appointment Committee Templates	82
External Assessment and References	84
Continuing Appointment and Promotion Committee (CAP)	85
Library Continuing Appointment and Promotion Committee (Library Committee).....	87
Committee Mode of Operations and Election to Committee	88
Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian	89
Granting of Continuing Appointment	89
Promotion to Librarian.....	90
Promotion for Contractually Limited Librarians.....	90
Deliberations Process and Communication of Decision	90
Appeals.....	91
Library Continuing Appointment and Promotion Appeals Committee (Library Appeals Committee) .	91
Decision of the President	93
Performance Review.....	93
Appeals of Performance Review	94
Grievance	94
Article 29 - Study/Research Leave and Development Leave for Librarians	95
Study/Research Leave.....	95
Application for Study/Research Leave	95
Study/Research Leave Decision Procedures	96
Duration of Study/Research Leave	96
Conditions of Study/Research Leave	97
Development Leave	97
Article 30 - Responsibilities of Veterinarians	98
Professional Practice	98
Professional Development and Research/Scholarship.....	99
Service: University, Professional and Community Service	99
Article 31 - Workload and Hours of Work for Veterinarians.....	100
Workload	100
Scheduling.....	100
Article 32 - Appointments of Veterinarians	102
Search Process	102
Search Committee	103
Assessment Procedures	103
Letters of Appointment.....	104
Article 33 - Continuing Appointment, Promotion, and Review of Veterinarians.....	105
Article 34 – Placeholder	118
Article 35 - Professional Development Leaves for Veterinarians.....	119
Article 36 - Paid Personal Leave (PPL) for Veterinarian Members	120

Article 37 - Redeployment or Severance of Veterinarian Members Due to Reorganization or Significant Change in Demand for Services	121
Article 38 - Academic Fraud and Misconduct	123
Article 39 - Investigation of Allegations and Discipline	125
Article 40 - Grievance and Arbitration	129
Definitions	129
Informal Resolution	130
Formal Grievance Procedure	130
Arbitration	131
Article 41 - Health and Safety	133
Responsibilities of the University.....	133
Responsibilities of Members	134
Central Joint Health and Safety Committee.....	134
Article 42 - No Discrimination and No Harassment	135
Article 43 – Accommodation of Members with Disabilities	136
Article 44 - Maternity and Parental Leave	138
Eligibility and Application.....	138
Leave Provisions.....	138
Supplemental Income Benefit	138
Additional Unpaid Parental Leave	139
General Provisions.....	139
Article 45 - Leaves of Absence	141
Article 46 - Vacation and Holidays	142
Vacation.....	142
Holidays.....	142
Religious Accommodation.....	143
Article 47 - Sick Leave	144
Workplace Safety and Insurance Board (WSIB) Benefits	144
Long Term Disability (LTD)	145
Return to Work.....	145
Article 48 – Family Medical Leave and Personal Emergency Leave	146
Family Medical Leave	146
Personal Emergency Leave	146
Article 49 - Court Leave	147
Article 50 - Political Leave	148
Article 51 - Research Policies	149
Article 52 - Intellectual Property	150
Article 53 - Compensation	157
Salary General.....	157
Base Increases - Cost of Living Increase	158
Annual Career Increment	158
Performance Increments.....	158
Promotion	159
Provost Recruitment and Retention	160
Research Chairs	160
Overload Stipend	160

Remuneration of Chairs/Directors and Librarian Administrative Appointments.....	160
On-Call and Emergency.....	161
Benefits.....	161
Post-Retirement Benefits	161
Tuition Waiver	162
Professional Development Reimbursement (PDR).....	162
Pension.....	164
Member Contributions.....	164
Early Retirement Provisions	165
Plan Representation	166
Article 54 - Reduced Workload.....	167
Article 55 - Financial Exigency	170
Article 56 - No Strike or Lockout	173
Article 57 – Research Ethics Appeal Board (REAB).....	174
Letters of Understanding	176
Letter of Understanding 1 – CUPE Local 3913 Unit 2	176
Letter of Understanding 2 – Course/Teaching Evaluation	177
Letter of Understanding 3 – Sick Leave	178
Letter of Understanding 4 – Teaching – Professional and Managerial Staff	179
Letter of Understanding 5 – Human Rights and Health & Safety	180
Letter of Understanding 6 – Performance Review of Veterinarian Members by Director Outside of the Process indicated in Article 34	181
Letter of Understanding 7 – Benefits.....	182
Letter of Understanding 8 – Essential Services.....	183
Letter of Understanding 9 – Article 18 and Changes to DOE	184
Letter of Understanding 10 – Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members.....	185
Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee ...	187
Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment.....	188
Letter of Understanding 13 – Joint Salary Review.....	189
Letter of Understanding 14 – Workload.....	190

Article 1 - Preamble

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

Article 2 - Definitions

- 2.1 **Academic Year** shall mean the period from September 1 to August 31.
- 2.2 **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.
- 2.3 **AHL** shall mean the Animal Health Laboratory.
- 2.4 **Association** shall mean the University of Guelph Faculty Association (UGFA).
- 2.5 **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.
- 2.6 **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.
- 2.7 **CAP Committee** shall mean the Continuing Appointment and Promotion Committee for Librarians and Veterinarians respectively.
- 2.8 **Chair** shall mean the duly appointed Chair of a Department or Director of a School.
- 2.9 **College** shall mean an Academic College as constituted by the Senate and the Board of Governors.
- 2.10 **College Committee** shall mean, for Faculty Members, the College Tenure and Promotion Committee.
- 2.11 **Continuing Appointment** shall mean an appointment of a Librarian or Veterinarian, without term.
- 2.12 **Contractually Limited** shall mean an appointment of a Member for a fixed term.
- 2.13 **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.
- 2.14 **Department/School** shall mean an Academic Department as constituted by the Senate and the Board of Governors.
- 2.15 **Department Committee** shall mean, for Faculty Members, the Department Tenure and Promotion Committee.
- 2.16 **DOE** shall mean Distribution of Effort.
- 2.17 **E-Learning** shall be understood to mean only University of Guelph courses with a suffix "DE".
- 2.18 **Faculty Member** shall mean a Member of the Bargaining Unit who holds the rank of Assistant Professor, Associate Professor, or Professor.
- 2.19 **Library** shall mean all administrative units that report through to the University Librarian.
- 2.20 **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.
- 2.21 **Library Committee** shall mean the Library Continuing Appointment and Promotion Committee.
- 2.22 **Member** shall mean any member of the Bargaining Unit.
- 2.23 **OVC-HSC** shall mean Ontario Veterinary College Health Sciences Centre.

- 2.24 **Parties** shall mean the Parties to this Collective Agreement, namely, the University of Guelph and the Association.
- 2.25 **Provost** shall mean the Provost and Vice-President (Academic) and the chief academic officer of the University.
- 2.26 **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.
- 2.27 **Tenured** shall mean an appointment of a Faculty Member, without term.
- 2.28 **Tenure-track / Continuing Appointment-track** shall mean a Member appointment leading to consideration for the granting of Tenure or Continuing Appointment.
- 2.29 **University** shall mean the University of Guelph, as established by the *University of Guelph Act*, 1964, as amended from time to time.
- 2.30 **Veterinarian** shall mean a Member of the Bargaining Unit principally employed as a veterinarian at the University of Guelph.

Article 3 - Recognition

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

Article 4 - Administrative Appointments

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

Article 5 - Management Rights

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

Article 6 - Association Rights and Privileges

Association Membership and Service

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

Space and Services

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

Release Funds

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

Article 7 - Academic Freedom

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

Article 8 - Conflict of Interest and Conflict of Commitment

Conflict of Interest

- 8.1 In this Article, relationship means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage, or common-law relationship, and any relationship (including with a student) of an intimate and/or financial nature during the preceding five years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.
- 8.2 An actual or apparent conflict of interest arises where a Member is in a situation where his/her financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University, or with the Member's participation in any recommendation or decision within the University.
- 8.2.1 An actual or apparent conflict of interest arises when a Member becomes involved in a sexual or otherwise intimate relationship with a student.
- 8.3 A Member has a responsibility to ensure that conflict situations, wherever and whenever they arise, are identified and disclosed in writing to the Dean, University Librarian, or in the case of Veterinarians, Director.
- 8.4 The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict to the Dean, University Librarian, or in the case of Veterinarians, Director, as soon as possible after becoming aware of it.
- 8.5 Following receipt of a notice of conflict, the Dean, University Librarian, or in the case of Veterinarians, Director, shall determine in a timely fashion whether a conflict, actual or apparent, exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict.
- 8.6 Where a conflict of interest has been asserted by a third party, the Dean, University Librarian, or in the case of Veterinarians, Director, shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter. Following this, the decision shall be communicated immediately, in writing, giving reasons to the Member and, where appropriate, to any third parties.
- 8.7 No Member shall knowingly participate in any decision, including academic decisions, that directly and preferentially benefits himself/herself or any individual with whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in 8.1.
- 8.8 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family relationship.

Conflict of Commitment

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

Article 9 - Employment in External Remunerative Activities

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

Article 10 – Duration and Copies of the Agreement

Duration

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

Copies

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

Article 11 - Dues Check-Off

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

Article 12 - Joint Committee

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

Article 13 - Correspondence and Information

- 13.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement, or incidental thereto, shall pass between the Provost and the President of the Association, or their designates. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal mail service. Correspondence to the Association shall be copied to the Executive Officer or designate.
- 13.2 The University shall provide the Association with the following information in a mutually agreed-upon paper or electronic format:
- a) by the end of the calendar year, an annual list of all Members containing their names, date of hire, categories of appointment, ranks, years of appointment to current rank, birth dates, University addresses, genders, salaries, stipends, Departments, highest degrees obtained, and years of highest degree;
 - b) by the end of each semester, a list of the names of all Members whose employment has been terminated, the dates of such terminations and the categories of terminations, such as, but not limited to dismissal, expiration of contract, death, resignation, or retirement;
 - c) no later than thirty (30) days following the appointment of a new Member, a list containing the name, category of appointment, rank, salary, birthdate, gender, Department, DOE, and University address of such Member;
 - d) by July 1st of each year, an annual list of the names and new ranks of Members who have received Tenure and/or Promotion and the effective dates of such Tenures/Promotions;
 - 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.
 - h) Copies of position descriptions shall be provided to the Association upon written request.
 - i) Copies of all health benefit contracts shall be provided to the Association upon written request.
 - j) Benefit usage rates shall be provided to the Association no more than once per year upon written request.
 - k) No later than February 15 of each year the University shall provide the Association with a list of Departments/Schools that have confirmed distribution of final teaching schedules (per Article 18.20) to Members.
- 13.3 The University shall provide to the Association the following information within one month of the information becoming available to the body or agent that normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University website to which the Association has access:

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

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

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

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

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

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

Article 14 - Member's Official File

General

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

Contents

- 14.4 The Official File of each Member shall contain only materials pertaining to the employment of the Member.
- 14.5 The documents and materials retained may include, but are not limited to, materials such as:
- a) Member's curriculum vitae, supplied by the Member, as updated from time to time;
 - b) university transcripts;
 - c) Member's Letter(s) of Appointment;
 - d) salary and work history;
 - e) documentation arising from the application of the provisions of Article 39: Discipline;
 - f) assessments of the Member;
 - g) signed letters of commendation or complaint;
 - h) decisions and recommendations together with reasons arising from human resource decisions;
 - i) DOE and/or position description, if applicable;
 - j) correspondence; and
 - k) copies of materials reflecting professional development and achievement.
- 14.6 With the exception of aggregated student surveys/evaluations, including but not limited to course evaluations, and subject to Article 14.14, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member.
- 14.7 A Member shall be notified in writing of any addition to, or removal from, his/her Official File, excluding routine financial information and material added pursuant to routine file maintenance carried out in the office where the File is maintained. Such notification shall occur within twenty (20) days of such addition or removal.
- 14.8 Any material removed from Official Files must be retained by the University for forty (40) days from the date that written notification is sent pursuant to Article 14.7. The University shall consider requests of Members for such material.

Access and Rights

- 14.9 Members have the right to examine, after giving two days' notice, the entire contents of their Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Dean, University Librarian, or in the case of Veterinarians, Director. Members may be accompanied by a colleague or an Association representative. Members shall not remove their Official File, or parts thereof, from the office where it is held, nor shall Members annotate, or in any way alter, the Official File during this examination.
- 14.10 A Member shall have the right to have included in his/her Official File his/her written comments on the accuracy, relevance, meaning, or completeness of any of the contents of his/her Official File. These comments may include supplementary documents considered relevant by the Member.
- 14.11 A Member may request in writing to the Dean, University Librarian, or in the case of Veterinarians, Director, the removal from his/her Official File of any material that the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 14.12 The Dean, University Librarian, or in the case of Veterinarians, Director shall decide within twenty (20) days whether or not to remove the impugned material. For any impugned material not removed, the Dean, University Librarian, or in the case of Veterinarians, Director, shall render a decision in writing, stating the reasons for the decision.
- 14.13 A Member may, through written request, obtain a copy of any document in his/her Official File. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for copies shall not exceed the per-page charge routinely levied for photocopying at the University.

Release of Information

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

Assessment Files

- 14.16 Any files and associated materials created for assessment purposes as part of the Tenure and Promotion and Review deliberations shall be deemed to be the Assessment File and shall be part of the Official file.
- 14.17 Until documents are placed in the Official File, they shall not be used for assessment or evaluation of a Member.
- 14.18 Copies of all solicited letters of reference or assessments for Promotion or Tenure/Continuing Appointment considerations shall be placed upon receipt in the Official File of the Member without letterhead and with signature(s) blocked. Only the Dean, University Librarian, or in the case of Veterinarians, Director, may retain the complete originals of such letters, in a file separate from the Official File.
- 14.19 All assessments concerning the evaluation of a Member shall be in writing, be signed, and be included in the Official File.

Article 15 - Maintenance of the Scholarly and Professional Environment

Faculty

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

Librarians

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

Veterinarians

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

Article 16 - General Liability Insurance

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

Article 17 - Working Conditions

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

Security

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

Facilities

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

Privacy and Data Protection

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

Software and System Changes

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

Article 18 - Faculty Member Rights and Responsibilities

General Duties

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

- 18.8 Each Member shall be entitled to, and expected to, engage in, and have time available for, research and creative and scholarly activities. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of such work accessible to the scholarly and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.
- 18.9 A Faculty Member's Responsibilities in the Area of Service:
- a) Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies (for example, Department, College, and Senate committees). Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent. The Dean shall make every effort to ensure that Service commitments are equitably shared.
 - b) Members have the right to participate in the work of learned societies, relevant community service organizations, and professional organizations. A Member's service to such societies and associations shall be considered in the assessment of his/her Service Responsibilities, and shall be treated in the same way as similar duties performed within the University.
 - c) Members have the right to participate in the work of community organizations related to their discipline, including but not limited to, community based teaching (i.e., extension activities), community service where the Member has made an essentially non-remunerative contribution by virtue of special academic competence, and contributing to community projects related to the role of the University. Participation in such activities must not conflict with the fulfilment of the Member's responsibilities within the University.
- 18.10 The University shall make available transportation, at no charge, to any Member who is assigned duties at the University of Guelph-Humber.

Distribution of Effort (DOE)

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

Amendments to the DOE

- 18.14 The DOE of a Faculty Member who is a Chair of a Department shall be adjusted at the time of the administrative appointment to recognize the adjusted proportion of Service.

- 18.15 A discussion regarding a change to a Faculty Member's percentage of effort in Teaching, Scholarship, and/or Service may be requested by one or more of the Faculty Member, the Chair, and his/her Dean. Every Faculty Member may request a meeting with his/her Chair to review his/her DOE. The meeting shall take place within fifteen (15) days of receipt of the request, or at a mutually agreed upon time.
- 18.16 Any arrangements that alter a Faculty Member's agreed upon DOE must be by mutual agreement, in accordance with the Faculty Member's career development within the context of Department operational requirements, and consistent with the provisions of this Agreement. It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Teaching, Scholarship, and Service and shall not alter the percentage workload of a Faculty Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointment.
- 18.17 Following the meeting in 18.15, the Chair shall provide the written request for amendment to the Dean. The Dean, in consultation with the Chair, will decide whether to approve the request for amendment to the Faculty Member's DOE. Within fifteen (15) days of receipt of the request, the Dean will notify the Faculty Member in writing of the decision and in the event of a negative decision will include reasons. Within ten (10) days of receipt of the decision from the Dean, a Faculty Member may appeal the decision of the Dean to the Provost. The Provost shall notify the Faculty Member and Dean in writing, with reasons, of his/her decision.
- 18.18 A change to a Member's DOE will only be made with the consent of the Member.
- 18.18.1 The provisions of 18.18 may be modified by Letter of Understanding #9 within this Collective Agreement.

Workload

- 18.19 In recommending/determining a Member's teaching workload, the Chair and Dean shall use a fair, equitable, and transparent method. A Faculty Member's teaching assignments may vary from year to year in recognition of the needs of the University and when possible to reflect the interest and teaching strengths of the Faculty Member. These variations will be taken into account by the Dean when approving teaching assignments. The Dean will ensure that the teaching assignments of Faculty Members are as fair and equitable as is reasonably possible, both within the academic unit and across the College.
- 18.19.1 The Chair shall circulate a memo to all Members in his/her Academic Unit that seeks input (within the Member's allocated teaching effort (DOE)) with respect to required/core courses and elective courses the Member would like to teach. Members cannot claim ownership of a particular course.
- 18.19.1.1 The Member shall provide the Chair with a signed completed teaching request form outlining courses the Member wishes to teach. The teaching request form shall include an area where the Member may comment on past requests and assignments.
- 18.19.1.2 Through consultations (e.g., circulation of draft teaching assignments) with Members of the Academic Unit (e.g., through the Curriculum Committee and/or Chair's Council), the Chair makes a recommendation to the Dean on teaching assignment.

- 18.19.1.3 The Chair shall note, where applicable, issues that the Dean needs to resolve.
- 18.19.1.4 A copy of the signed Teaching Request Form shall be placed in the official file.
- 18.19.2 Each Department shall have a promulgated process for assigning teaching assistants (TAs) that is fair, equitable, and transparent. A Member's request for TA support may be made known to the Chair in response to the memo circulated as per 18.19.1 above.
- 18.19.3 Teaching workload norms in Departments/Schools shall be no more than those in effect as of the date of the Agreement. Where new academic units are created (including through amalgamation of existing unit(s)), the newly established teaching workload norms shall be established in the context of the operational requirements of the new unit. The norms shall come into effect only following a ratification in which 2/3 of affected Members vote in favour.
- 18.20 The Dean, or designate, on the recommendation of the Chair, shall finalize the Member's assigned teaching, including E-Learning courses, in writing at eight (8) months in advance of the commencement of the assigned teaching. A copy of the finalized teaching schedule shall be provided to all Members in the Academic Unit by the Dean at least six (6) months in advance of the commencement of the assigned teaching. This schedule shall include, for each course, the instructor, estimated enrollment, teaching assistant support, and the current DOE of each Member. Any change in a Member's assigned teaching made less than eight (8) months in advance of the commencement of the assigned teaching shall take place only when a significant change in circumstances has occurred and in consultation with the Member. Appeals regarding TA support shall be submitted to the Dean.
- 18.21 The University recognizes that the development of an E-Learning course may be more complex than that of a classroom-based course. No Member shall be assigned the development of an E-Learning course without his/her consent. When the development of an E-Learning course is part of the assigned workload of a Member, a written statement of the equivalency will be provided in advance, and the credit given shall be at least equivalent to the credit value of the course.
- 18.21.1 In assigning the teaching of an E-Learning course, the Dean shall take into consideration the complexity and the potentially greater level of preparation required for an E-Learning course as well as the Member's overall teaching workload. The Dean will also take into consideration the amount of technical support required. In all instances, a written statement of the equivalency of the E-Learning course to a classroom-based course will be provided in advance by the Dean. The teaching of a E-Learning course shall be considered equivalent to the teaching of a classroom-based course of the same credit weighting.
- 18.21.2 The Dean will ensure that the appropriate technical support and training are provided.
- 18.21.3 The weighting of an E-Learning Course for the purposes of Promotion and Tenure and Performance Assessment considerations shall be the same as that of a classroom-based course.
- 18.22 Unless indicated in the Letter of Appointment or through mutual agreement of the Faculty Member and the Dean, no Member shall be assigned teaching responsibilities at the Regional Campuses and/or Guelph-Humber.

- 18.23 Assigned Service shall take into account a Faculty Member's total Service commitments (Department, College, University, and External). A Member serving on an external agency or with extraordinary scholarly or contractual commitments may request an adjustment to his/her DOE.
- 18.24 When the University requests, and the Member consents, that a Member perform significant administrative duties or services, there shall be an adjustment in the Member's DOE commensurate with the additional administrative responsibilities.
- 18.25 The Dean is responsible for ensuring that every Department has a fair and transparent process for the equitable assignment of teaching assistants.

Procedures for Assigning Workload

- 18.26 Newly-appointed Members shall have at least 0.5 credit teaching release, at least once, in the first three (3) years of appointment.
- 18.27 Classes assigned to a Member shall be scheduled to permit twelve (12) hours to pass between the completion of teaching one day and the commencement of same on the next day, unless the Member agrees otherwise. No Member shall be assigned, on any day, a class schedule that requires more than three (3) consecutive hours of classroom contact, excluding labs. Exceptions for special circumstances (e.g., six week courses) may be made with the agreement of the Member.
- 18.28 Where a Member is assigned clinical service in the OVC-HSC, he/she will be required to provide no more than a proportionate share of duties. Assignment of clinical service shall be made with due regard to a Member's DOE and shall be fair, equitable, and transparent.
- 18.29 A Faculty Member's clinical service assignment will be scheduled by the Dean or designate in consultation with the Member and his/her Chair.
- 18.30 The Dean or designate will consult with a Member prior to making significant changes to his/her work schedule. This consultation will occur at least thirty (30) days in advance, except in cases of emergencies. Changes made under emergency circumstances shall be deemed to be temporary in nature until such time as the University has met its obligations to consult with the Member. The University shall implement such changes fairly and equitably.

Research and Development Semester

- 18.31 A Faculty Member holding a Full-time Tenured, Tenure-track or Contractually Limited appointment of one or more years and who has assigned teaching responsibilities for two semesters in an Academic Year will devote a third semester to research and scholarly activities, except as modified in 18.31.1, 18.31.2, or 18.32, where the R/D semester will be deemed to have been taken (i.e., there is no 'banking' of time for a R/D semester to be taken at a later date).
- 18.31.1 A Faculty Member may request to have assigned teaching responsibilities for three semesters in an Academic Year. Such requests shall be subject to the approval of the Dean.
- 18.31.2 A Faculty Member with an agreed-upon effort of greater than or equal to 70% in the area of teaching may be assigned teaching responsibilities for three semesters in an Academic Year. In such cases, the assigned teaching for the third semester shall not

exceed a one-course assignment. In addition, teaching in the third semester may only occur on a biennial basis.

- 18.32 By mutual agreement, the Faculty Member and the Dean may choose to reschedule the timing of a Research and Development Semester so that teaching occurs in three (3) semesters.
- 18.33 With the exception of 18.31.1, 18.31.2, and 18.32, a Faculty Member may not be assigned teaching responsibilities for more than four (4) consecutive semesters or have more than two (2) consecutive semesters entirely as Research and Development Semesters.
- 18.34 In the case of a Faculty Member who plans to be absent during a Research and Development Semester, it will be the joint responsibility of the Chair and the Faculty Member to ensure that arrangements have been made for the execution of all normal responsibilities, including the supervision of any student or students for whom the Faculty Member is responsible. If the arrangements cannot be made to the satisfaction of the Chair and Faculty Member, the matter will be referred to the Dean for resolution.
- 18.35 The Dean, upon recommendation of the Chair, will approve the scheduling of the Faculty Member's Research and Development Semester.
- 18.36 Approved Leaves of Absence (e.g. Parental Leave, Study/Research Leave) will not result in any change to the normal scheduling of the Faculty Member's responsibilities. The normal pattern of the Faculty Member's Research and Development semesters will continue in the Faculty Member's absence.

Article 19 - Faculty Appointments

Definitions

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

Ranks

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

Contractually Limited Positions

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

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

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

Search Committee

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

hold tenure. Prior to the commencement of the search, the Association shall be advised.

- 19.13 Academic partner accommodation appointments must be reviewed for rank and acceptability by the standing Department Tenure and Promotion Committee.
- 19.14 Notwithstanding Articles 19.11, 19.12, and 19.12.1, when the nature of the search warrants broadening the composition of the search committee, the University shall ensure that:
- a) The Search Committee is chaired by a Member (i.e., Chair or designate appointed by the Dean);
 - b) The majority of the members of the Search Committee are elected Members (at least two of whom must hold tenure);
 - c) When there is a University representative (e.g., Associate Dean), they will be limited to one (1) and will hold non-voting ex-officio status.

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

- 19.15 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 19.16 Exceptions to search committee structures (per 19.11 – 19.14) shall be made only with prior approval of the Association.
- 19.17 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean and the Provost that the candidate be appointed without an external search.
- 19.18 The Search Committee will be an ad hoc committee whose final membership must be approved by the Provost.
- 19.19 The University will provide all candidates who are interviewed with the contact information for the Association.
- 19.20 In accordance with the University's equity goals, the Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers.
- 19.21 Consistent with principles of employment equity, the Parties agree that:
- a) the primary criterion for appointment to positions in the University is academic and professional excellence; and
 - b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 19.22 Members who serve on Search Committees shall maintain confidentiality regarding the Committee's deliberations, documents, consultations, and proceedings.
- 19.23 Pursuant to Article 8: Conflict of Interest and Conflict of Commitment, should any member of the Search Committee, including the Committee's chair, have a conflict of interest, he/she shall declare it and withdraw from consideration of, and voting on, all relevant cases.

Candidate Assessment Procedures

- 19.24 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 19.25 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Dean with a recommended short list of candidates to be interviewed.
- 19.26 The Dean shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 19.27 The Dean shall facilitate the seeking of input from members of the Department or in the case of Joint or Exceptional Searches, Departments.
- 19.28 After interviewing the short-listed candidates, the chair of the Search Committee shall make written recommendation(s) to the Dean. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Search Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 19.28.1 For an Exceptional Search the respective Department Tenure and Promotion Committee will conduct a review of the Search Committee's recommended candidate(s) and will provide written recommendations to the Dean on whether the candidate(s) is recommended to be appointed to the Department, and if so, Rank and Tenure status.
- 19.29 In the case of an academic partner accommodation appointment, the standing Department Tenure and Promotion Committee shall make a written recommendation to the Dean as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.
- 19.30 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.
- 19.30.1 Academic partner accommodation appointments are not eligible for consideration for conversion of appointment to Tenure-track without a search as per 19.5.
- 19.31 While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list of recommended candidates from the Search Committee (and the Department Tenure and Promotion Committee(s) for an Exceptional Search). The Dean and Provost have the option of continuing the search.

Letters of Appointment

- 19.32 All offers of Appointment shall be issued by the Dean (following approval by the Provost), and will include, but not be limited to, the following:
- a) date of commencement and, where appropriate, date of termination of the Appointment;
 - b) rank;
 - c) salary;
 - d) type of Appointment as defined in Article 19.1;

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

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

Joint Appointments

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

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

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

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

Article 20 - Appointments of Chairs/Directors of Schools

Chairs/Directors of Schools

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

Terms of Appointment of a Chair

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

Terms of Appointment of Deputy and Acting Chairs

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

Terms of Appointment of Interim Chairs

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

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

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

Search Committee for the Position of Chair

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

Assessment Procedures

- 20.18 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a short list of recommended candidates to be interviewed. The Dean and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.
- 20.19 The evaluation and ranking of the candidates by the Search Committee will be confidential.
- 20.20 The Dean will seek input from Department members and will facilitate input from members of the University community.
- 20.21 After interviewing the candidates, the Dean, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be

made from this list. The Dean and Provost have the option of continuing the search.

Transition Leave

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

Transition Leave for Deputy, Acting, and Interim Chairs

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

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

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

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

- 21.1 This Article applies to Tenure, Promotion, and Review decisions of Faculty Members who hold Tenured or Tenure-track Appointments and to Promotion and Renewal decisions for Contractually Limited Faculty Members.
- 21.2 *The University of Guelph Act*, 1964 empowers the Board of Governors to promote and confer Tenure on Faculty Members on the recommendation of the President. The University will promote Faculty Members and grant Tenure to Faculty Members only in accord with the provisions of this Article.
- 21.3 The Dean will meet with each Member in the Faculty Member's first semester of appointment and will discuss the approved criteria for the granting of Tenure and Promotion to Associate Professor.
- 21.4 The Dean will notify the Member on an annual basis that both the Dean and the Chair are available to mentor the Member. In addition, the Dean shall meet with each Tenure-track Faculty Member before the end of April of each year of the probationary period to discuss the Member's progress towards and the possibility of application for Tenure and Promotion.
- 21.4.1 A record of the discussion mandated in 21.4 signed by both the Dean and the Tenure-track Member, shall be placed in the Tenure-track Member's Official File. In signing the document, the Dean and the Faculty Member are agreeing that it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 21.5 Faculty have the right to know explicitly what criteria are used for Tenure, Promotion, and Review purposes as well as reasons for decisions related to their Tenure, Promotion, and Review. The process must be transparent, fair, and equitable.
- 21.5.1 Approved Tenure and Promotion Guideline documents shall be posted on the Department/School Website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 21.6 The conferring of Tenure and Promotion to Associate Professor is a very important step in the relationship between the University and a Faculty Member and it should be decided upon only after careful consideration and attention to due process. The granting of Tenure and Promotion to Associate Professor recognizes academic competence and maturity and significant scholarly achievement, demonstrated by contributions to the academic functions of the University and to the Member's discipline within and outside the University. The conferring of Tenure and Promotion to Associate Professor obliges the University to support the career of the Member and it obliges the Member to continue to perform in a manner deserving of that support.
- 21.7 Promotion to Professor recognizes long-term, established, and outstanding Scholarship. It is granted in recognition of academic competence, maturity, and, normally, an established international reputation for achievement and expertise in the Member's field.
- 21.8 Contractually Limited Faculty Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration for Tenure and therefore the granting of Promotion to Contractually Limited Members does not confer Tenure.

- 21.9 In considering a Member for Tenure and Promotion to Associate Professor or Promotion to Professor, consideration will be given to the individual Member's life-time contribution in the areas defined in Article 18: Faculty Member Rights and Responsibilities.
- 21.10 Each candidate for Tenure and Promotion to Associate Professor or Promotion to Professor is expected to establish a record of performance in each of Teaching, Scholarship, and Service.
- 21.11 Consideration of the DOE accorded to Teaching, Scholarship, and Service by a Tenure and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.
- 21.12 While a candidate must have achieved a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong performance in Teaching or Scholarship. However, an unsatisfactory record of performance in Service contributions may be an important factor in the denial of Tenure and/or Promotion.
- 21.13 The evaluation of a course taught by a Member on overload will be considered as part of the materials for Tenure, Promotion, and Performance Review.

Probationary Period

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

Guidelines and Documentation Templates for Assessment Purposes

- 21.16 The exact nature of information considered relevant in the consideration of Members for Tenure and Promotion, or for Review of Members, is to be decided upon by the Members of the Department and articulated in a Guidelines document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Tenure, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Members of the Department, and also by the College Committee and the Provost.
- 21.17 All Members are to be informed in writing by the Department Chair of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Departmental criteria that will be used for Promotion, Tenure, and Review purposes.
- 21.18 The Dean, in consultation with the Provost, will develop standard documentation templates. Each Dean will consult with the College Tenure and Promotion Committee in the development of these templates:

Member Templates

21.18.1 Progress Template

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

21.18.2 Performance Assessment Template

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

Department Committee Templates

21.18.3 Performance Assessment – Biennial Year

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

21.18.4 Performance Assessment – Non-Biennial Year

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

21.18.5 Tenure-track Faculty – Progress Feedback

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

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

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

21.18.7 Promotion to Professor – Application

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

21.18.8 The Member Templates, which must conform with the Collective Agreement and approved Department Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Tenure and Promotion committees. The Template shall be protected from further changes once completed and submitted by the Member, except as specified in 21.18.8.1.

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

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

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

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

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

External Assessors

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

- a) Normally, External Assessors will be persons who have an 'arm's length' relationship to the Member and who are not members of this University;
- b) The normal number of external assessments to be obtained will be three (3);
- c) The Department Chair and the Member will agree upon which individuals are acceptable Assessors and will forward this list to the Dean. If agreement cannot be reached, the Department Committee will decide on the acceptable Assessors;
- d) The Dean will be responsible for communicating with Assessors as per c). The information sent to the Assessors will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean of the Faculty Member's College;
- e) All assessments will be in writing;
- f) The following information will be made available (see also Article 21.26.1 and 21.63.1) to the External Assessors:
 - 1) applicable Guidelines/Criteria for Tenure and Promotion;
 - 2) the Faculty Member's Curriculum Vitae;
 - 3) a copy of the Member's DOE;
 - 4) a selection of reprints of the Faculty Member's published work, chosen by the Faculty Member; and
 - 5) any other evidence of Scholarship as determined by the Faculty Member.
- g) It is the responsibility of the Dean to ensure that external assessment letters are provided to the Chair prior to the commencement of the Department Committee deliberations process; and
- h) It is the responsibility of the Chair to ensure that external assessment letters are included in the Faculty Member's Assessment file prior to the commencement of the deliberations process.

Department Tenure and Promotion Committee

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

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

- e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor.

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

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

Election of Department Members of the Department Tenure and Promotion Committee

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

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

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

21.25.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. The election will be organized so that half the Department Members of the Department Tenure and Promotion Committee will be elected each year.

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

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

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

21.25.6 If through illness, or for any other reason, it appears that the Department Member of

the Department Tenure and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.25.1-21.25.6 will be held to find a replacement Member to fill the remainder of the term.

- 21.26 With the exception of Article 21.43 and 21.44, it is the Faculty Member's responsibility to confirm his/her eCV by August 15th to be considered by the Tenure and Promotion Committees.
- 21.26.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Tenure and/or Promotion Processes, a Member may, in addition to the eCV, attach supplemental materials. In the supplemental materials, the Member shall include only those components of the Member's contributions that are not able to be appropriately captured in the eCV.
- 21.27 The Chair shall ensure the Faculty Member is informed in writing when information relevant to the current Tenure, Promotion, and Review period is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.
- 21.28 The Chair shall ensure that documentation pertaining to the Faculty Member's DOE, teaching/course evaluations, and letters of external assessment (where applicable), are properly included in the Member's Assessment file prior to the commencement of the deliberations process.
- 21.29 The Chair shall ensure that Members of the Committee are provided with the relevant Tenure and Promotion Guidelines document.

College Tenure and Promotion Committee

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

- h) submit all recommendations to the Provost; and
- i) issue a letter to the Faculty Member communicating the College Committee's assessment and recommendation according to the provisions of 21.46.

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

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

Election of Department Members of the College Tenure and Promotion Committee

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

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

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

21.32.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. In a case where there is no Assistant Professor, the most recently appointed Associate Professor shall serve.

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

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

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

21.32.6 If through illness, or for any other reason, it appears that the Department Member of the College Tenure and Promotion Committee will be unable to attend the meetings of

the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.32.1-21.32.5 will be held to find a replacement Member to fill the remainder of the term.

Election of the College Member

- 21.33 Every tenured Faculty Member in the College is eligible to be nominated to serve as the College Member except:
- a) Those who are already members of the Department Tenure and Promotion Committee,
 - b) Those who are already members of the College Tenure and Promotion Committee,
 - c) Those who will be unavailable for the meetings of the Committees,
 - d) Those who have served two consecutive terms over the past four years,
 - e) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.
- 21.33.1 Nominations for the Committee must be signed by a proposer and a seconder from within the College and by the nominee and must be submitted to the Dean's office on or before the end of a two-week nomination period.
- 21.33.2 The election will be conducted by the Dean or his/her designate, who will also serve as the enumerator and who will inform the College of the results.
- 21.33.3 All Faculty Members in the College holding tenured, tenure-track, or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 21.33.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice-President (Academic) will have the deciding vote.
- 21.33.5 The College Member will be elected for a two-year term. He/she will be eligible to serve two consecutive terms and then must take an absence of one term before being eligible for reelection as the College Member.
- 21.33.6 If through illness, or for any other reason, it appears that the College Member will be unable to attend the meetings of the Committees, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.33.1-21.33.5 will be held to find a replacement Member to fill the remainder of the term.
- 21.34 The Chair of the Department Committee will ensure the transfer to the College Committee of the Assessment File considered by the Department Committee. The Dean may request that a Chair appear before the College Committee as part of the deliberation process.
- 21.35 The complete Assessment File shall include all of the same information considered by the Department Committee plus the Assessment/Progress Report(s) from the Department Committee. The Assessment/Progress Report(s) from the Department Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Faculty Member's performance in relation to expectations set out in the approved Tenure and Promotion Guidelines document.

Committee Mode of Operations

- 21.36 The Faculty Member's performance will be evaluated solely on the basis of the material contained in the Assessment File and therefore accessible to the Faculty Member prior to the meeting of the Department Committee (i.e., evaluations cannot be based on hearsay information).
- 21.37 The decisions of the Department and College Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to the consideration of and decision on a particular case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.
- 21.38 Where a Chair of a Department wishes to be considered for Promotion, the procedure shall be followed as for any other Faculty Member except that for the purpose of consideration of the Promotion, the Department Committee will choose one of its own Members in the Department to act as chair of the Committee while the matter is dealt with.

Review of Progress Towards Tenure and Promotion to Associate Professor

- 21.39 Each year, Tenure-track Faculty Members at any rank will submit a completed Progress Template to the Chair according to the timelines indicated in this Article. The progress towards Tenure and Promotion to Associate Professor of all Tenure-track Faculty Members will be considered by the Department and College Tenure and Promotion Committees. Feedback in the form of a written Progress Report will be provided by the Dean to the Faculty Member.
- 21.40 The Chair shall, prior to the commencement of the Department Committee deliberations, meet with each Tenure-track Faculty Member to review his/her Assessment File. The Dean shall, upon written request by the Faculty Member and within ten (10) days of receipt of such written request, meet with the Faculty Member to review his/her Assessment File.

Granting of Tenure

- 21.41 Failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.26.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the determination that progress has not been made toward granting of Tenure and Promotion to Associate Professor, and such decision shall be recorded in the Member's Assessment File.
- 21.41.1 In the final year of candidacy for Tenure and Promotion to Associate Professor, failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.26.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the termination of the Faculty Member's Tenure-track Appointment.
- 21.42 In the final review of tenure-track Members, consideration for the granting of Tenure and Promotion to the rank of Associate Professor will occur. The decision will be either to grant Tenure and confer Promotion to Associate Professor or not to grant Tenure and terminate the Faculty Member's appointment.
- 21.43 Further to Article 21.39, a Faculty Member may apply for the early granting of Tenure and conferring of Promotion to Associate Professor in either the third, fourth or fifth year of

appointment. Such application, including the name and full contact information of six (6) External Assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) (2, 3, 4, and 5) shall be provided by the Member to the Dean by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion to Professor

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

Deliberations Process and Communication of Decision

21.45 The Department Committee will assess each Faculty Member's performance and make a recommendation to the chair of the College Committee with respect to the granting of Tenure and Promotion to Associate Professor or Promotion to Professor. The Department Committee will complete the appropriate Report (as per 21.18) for each Faculty Member who has been considered. The Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the College Tenure and Promotion Committee.

21.46 Within fifteen (15) days of the completion of Tenure and Promotion considerations at the College Tenure and Promotion Committee, the Dean will provide, to each Faculty Member being considered, a letter (signed by all members of the College Committee who were present for the relevant deliberations) indicating the following:

- a) for Tenure-track Faculty Members: An assessment of progress toward Tenure and Promotion to Associate Professor;
- b) for all Faculty Members who were considered for Tenure and Promotion to Associate Professor or Promotion to Professor: the recommendation of the College Tenure and Promotion Committee along with the reasons for the recommendation.

21.47 For Faculty Members considered for Tenure and Promotion to Associate Professor, the letter from the Dean will include one of the following recommendations:

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

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

21.48 The College Tenure and Promotion Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to the recommendations.

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

Appeals

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

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

University Tenure and Promotion Appeals Committee

21.52 The University Tenure and Promotion Appeals Committee will serve as an advisory body to the Provost, who will act as Committee Chair. All Members of the Appeals Committee must have Tenure and must have either held the rank of Associate Professor for a minimum of five (5) years or hold the rank of Professor. Membership of the Committee shall consist of one representative and one alternate representative from each College of the University elected for a two-year term by the Members of that College. Membership shall be staggered so that one half of the body of representatives and one half of the body of alternate representatives is elected each year.

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

21.54 Every tenured Faculty Member in each College is eligible to be nominated to serve as the College Representative or Alternate on the University Tenure and Promotion Appeals Committee except:

- a) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who are already members of the College Tenure and Promotion Committee,
- c) The College Member,
- d) Any Chair,
- e) Those who have served two consecutive terms over the past four years.

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

21.54.2 The election will be supervised by the Assistant Vice-President (Faculty and Academic Staff Relations) who with the Dean or his/her designate will be enumerators and will inform the College of the results.

- 21.54.3 All Faculty Members in the College holding tenured, tenure-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote for the Representative and Alternate from the College.
- 21.54.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice President (Academic) will have the deciding vote.
- 21.54.5 The College Representative and Alternate will be elected for a two-year term. They will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection to the University Tenure and Promotion Appeals Committee.
- 21.54.6 If through illness, or for any other reason, it appears that both the College Representative and Alternate will be unable to attend the meetings of the University Tenure and Promotion Appeals Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.54.1-21.54.6 will be held to find a replacement Member to fill the remainder of the term.
- 21.55 The complete Assessment File shall include all of the same information considered by the College Committee.
- 21.56 The Faculty Member may choose to appear before the Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials (which may be new) in support of the appeal of the decision not to grant Tenure and Promotion to Associate Professor and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 21.57 The Committee may request the Faculty Member, the Chair, the Dean, or any other member of the Department or College Tenure and Promotion Committees to appear before it.
- 21.58 The University Tenure and Promotion Appeals Committee shall consider all appeals and recommendations from the College Tenure and Promotion Committees and will make its recommendation to the President.
- 21.59 The Provost may, where he/she considers it appropriate, extend the Faculty Member's probationary period to permit reconsideration of the case by the Department and College Committees.

Decision of the President

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

Performance Review

- 21.61 *Faculty*

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

- 21.62 The biennial performance review of tenure-track or tenured Faculty Members and the annual performance reviews of Contractually Limited Faculty Members provide to each Faculty Member a rating of either “Unsatisfactory,” “Improvement Required/Developmental,” “Good,” “Very Good,” or “Outstanding” in each of area of effort: Teaching, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Faculty Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member’s DOE during the review period.
- 21.63 Each Faculty Member must submit his/her completed and confirmed eCV Performance Assessment Template to the Chair by August 15th. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation.
- 21.63.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member’s contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Performance Assessment Process, a Member may, in addition to the eCV, attach supplemental material. In the supplemental materials, the Member shall include only those components of the Member’s contributions that are not able to be appropriately captured in the eCV.
- 21.64 Failure to confirm the eCV Performance Assessment Template to the Chair by August 15th, without prior approval from the Dean and Provost, will result in an “Unsatisfactory” performance assessment.
- 21.65 Notwithstanding the scheduling provisions outlined in 21.61, the following assessments will occur on an annual basis:
- a) Subsequent to any overall biennial performance assessment of a Tenure-track or Tenured Faculty Member that is less than “Good,” that Member will be subject to an annual review of performance by the Department and College Tenure and Promotion Committees for the purpose of providing feedback on performance. No performance raters will be determined.
 - b) The performance of all Contractually Limited Faculty Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 21.62 above).
- 21.66 The Department Committee will assess each Faculty Member’s performance and will complete a Performance Assessment Report for each Faculty Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The Department Committee will not rank order Faculty Members within the performance rater categories. The Performance Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Performance Assessment Report will be sent to the chair of the College Tenure and Promotion Committee.
- 21.67 Following consideration by the College Committee, the Dean will provide in writing (and signed by all members of the College Committee who were present for the relevant deliberations) the assessment of the Faculty Member’s performance. The letter to the Member will include explicit

mention of the Member's right to appeal the assessment, as per Article 21.68, and to contact the Association.

Appeals of Performance Review

21.68 Within fifteen (15) days of the date of issuance of the letter from the Dean, a Faculty Member who has received an overall performance rating of less than "Good" may appeal to the chair of the University Tenure and Promotion Appeals Committee.

21.68.1 A Tenure-track Faculty Member may appeal to the Chair of the University Tenure and Promotion Appeals Committee any overall performance rater and/or individual performance rater.

21.69 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed Performance Assessment Report from the Department Committee.

21.70 The University Tenure and Promotion Appeals Committee may request the Faculty Member, the Chair, the Dean, and any other Member of the Department and/or College Committees to appear before it as part of the appeal process.

21.71 A Faculty Member who has received a performance assessment of less than "Good" may choose to appear before the University Tenure and Promotion Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.

21.72 The Faculty Member is entitled to be accompanied to the meeting of the University Tenure and Promotion Appeals Committee by a representative of the Association.

21.73 The chair of the University Tenure and Promotion Appeals Committee will provide the decision in writing to the Faculty Member within fifteen (15) days of the date of the meeting at which the Faculty Member's appeal was heard.

Grievance

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

Article 22 - Study/Research Leave for Faculty

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

Application for Leave

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

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

Decision Procedures

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

Duration of Leave

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

Conditions of Study/Research Leave

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

Article 23 - Overload Teaching

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

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

Transfers

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

Restructuring

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

Program Reorganization

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

Redeployment Advisory Committee

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

Redeployment Process

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

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

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

Buyout or Retirement Option

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

Article 25 - Rights and Responsibilities of Librarians

General

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

Academic and Professional Responsibilities of Librarians

25.2 Librarian Members shall hold the following minimum academic qualifications:

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

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

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

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

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

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

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

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

Professional Practice of Academic Librarianship

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

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

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

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

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

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

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

Service: University Service and Academic or Professional Service

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

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

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

Distribution of Effort (DOE)

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

Workload and the Assignment of Responsibilities

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

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

Amendments to DOE for Librarians

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

Article 26 - Librarian Appointments

Definitions

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

a) *Continuing Appointment-track Appointment*

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

b) *Contractually Limited Appointment*

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

c) *Continuing Appointment*

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

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

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

Ranks

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

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

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

Contractually Limited Appointments

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

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

Search Committee

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

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

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

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

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

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

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

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

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

Candidate Assessment Procedures

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

26.25 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.

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

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

Letters of Appointment

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

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

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

Joint Appointments

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

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

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

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

Outside Appointments of Librarian Members

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

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

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

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

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

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

Article 27 - Administrative Appointment of Librarian Members

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

shall include the determined administrative level of the position (including stipend). Copies of the Administrative Letter of Appointment and Position Description shall be provided to the Association.

Terms of a Librarian Administrative Appointment

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

Search Committee

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

- c) Chair: The Associate University Librarian to whom the position reports, or, for Joint or Outside Appointments, the person to whom the position reports.

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

Assessment Procedures

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

Renewal for a Second Five (5) Year Term

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

Transition Leave

- 27.24 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.
- 27.25 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.

27.26 Transition Leave will be leave with salary.

27.27 The period of Transition Leave shall be continuous and shall begin immediately upon completion of the term as an Administrative Librarian Member except by mutual agreement of the Librarian and the University Librarian.

27.28 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.

27.29 An Administrative Appointment of less than five (5) years or a part-time Administrative Appointment (including on an interim or acting appointment) will accrue entitlement to Transition Leave on a pro rata basis.

27.30 A written request for Transition Leave will be made to the University Librarian and will include:

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

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

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

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

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

Probationary Period

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

Guidelines and Documentation Templates for Assessment Purposes

- 28.14 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment and Promotion, or for Review of Members, is to be decided upon by the Librarian Members and articulated in a Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Continuing Appointment, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Librarian Members, and also by the Library Continuing Appointment and Promotion Committee and the Provost.
- 28.15 All Members are to be informed in writing by the University Librarian of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria that will be used for Continuing Appointment, Promotion, and Review.
- 28.16 The University Librarian, in consultation with the Provost, will develop standard documentation templates. The University Librarian will consult with the Continuing Appointment and Promotion Committee in the development of these templates.

Member Templates

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

28.16.2 *Progress Template*

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

28.16.3 *Performance Assessment Template*

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

Continuing Appointment Committee Templates

28.16.4 *Performance Assessment – Biennial Year*

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

28.16.5 *Performance Assessment – Non-Biennial Year*

A CAP Committee Progress Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance. Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than "good."

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

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

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

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

28.16.8 *Promotion to Librarian*

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

28.16.9 The Member Templates, which must conform with the Collective Agreement and approved CAP Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Continuing Appointment and Promotion committees. The template shall be protected from further changes once completed and submitted by the Member, except as specified in 28.16.9.1.

28.16.9.1 Members have the right to update their submission by August 31st with information that could not reasonably have been provided by the original submission deadline.

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

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

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

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

28.19 The CAP Committee Promotion Report (as per 28.16.8) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessment and References

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

Continuing Appointment and Promotion Committee (CAP)

28.22 The role of the CAP Committee shall be to:

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

28.23 The composition of the CAP Committee shall be:

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

Election of Members of the Continuing Appointment and Promotion Committee

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

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

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

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

- 28.24.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the CAP Committee will be elected each year.
- 28.24.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually- limited appointments of more than 12 months shall be eligible to vote.
- 28.24.5 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair of the CAP Committee is also eligible to vote. In the case of a tie, the current chair of CAP will have the deciding vote.
- 28.24.6 Each Member of the Continuing Appointment and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Member of the Continuing Appointment and Promotion Committee.
- 28.24.7 If through illness, or for any other reason, it appears that the Member of the Continuing Appointment and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.24.1-28.24.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.25 With the exception of Article 28.41 and 28.42 it is the joint responsibility of the Librarian Member and his/her Manager to confirm his/her eCV by August 15th to be considered by the CAP and LCAP Committees.
- 28.25.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member, may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV.
- 28.26 The chair of CAP shall ensure the Librarian Member is informed in writing when information, which is relevant to the current Continuing Appointment, Promotion and Review, is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten (10) days, and to append documentation to the Assessment File should he/she so wish.
- 28.27 The chair of the CAP Committee shall ensure that documentation pertaining to the Librarian Member's DOE, and the submitted file and letters of external assessment (where applicable) are properly included in the Librarian Member's Assessment file prior to the commencement of the deliberations process.
- 28.28 The chair of the CAP Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

Library Continuing Appointment and Promotion Committee (Library Committee)

28.29 The role of the Library Committee shall be to:

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

28.30 The composition of the Library Committee shall be:

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

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

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

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

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

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

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

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

Committee Mode of Operations and Election to Committee

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

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

Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian

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

Granting of Continuing Appointment

28.38 The Manager shall, prior to the submission of the assessment file to the Chair of the CAP Committee, meet with each continuing appointment-track Librarian Member to review his/her file and performance review. The University Librarian shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.

28.39 Failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the Chair of the CAP Committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Librarian, and such decision shall be recorded in the Member's Assessment File.

28.39.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Librarian, failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the chair of the CAP committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost will result in the termination of the Librarian Member's Continuing Appointment-track Appointment.

28.40 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Librarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Librarian or to not grant Continuing Appointment and terminate the Librarian Member's Appointment.

28.41 Further to Article 28.37, the Librarian Member may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Librarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the University Librarian through the chair of the CAP Committee May 15th. The information indicated in Article 28.21 (f) (2,3,4 and 5) shall be provided by the Member to the University Librarian by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion to Librarian

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

Promotion for Contractually Limited Librarians

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

Deliberations Process and Communication of Decision

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

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

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

28.45 For Librarian Members considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:

- a) that Continuing Appointment be granted and Promotion to Associate Librarian be conferred;
- b) that the Continuing Appointment-track Appointment be continued; or
- c) that Continuing Appointment not be granted and the Appointment be terminated.

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions

outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 28.48, and to contact the Association.

- 28.46 The Library Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.
- 28.47 Following consultation with the Provost, the President will make an expeditious decision either to grant continuing appointment immediately or to deny continuing appointment, and will communicate his/her decision to the Librarian Member immediately. The new rank will become effective the following July 1st. In the case of a denial of continuing appointment, reasons will be provided.

Appeals

- 28.48 Within fifteen (15) days of the date of issuance of the letter from the University Librarian, the Librarian Member may appeal a negative recommendation of the Library Committee to the Chair of the Library Continuing Appointment and Promotion Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.
- 28.49 The appellant Librarian Member may request to see his/her Official File, Assessment File, and the signed Report(s) (as per Article 28.16) from the CAP Committee(s). Letters from external assessors will be provided upon request, but they shall be provided by the University Librarian without attribution and with any personally identifying information removed.

Library Continuing Appointment and Promotion Appeals Committee (Library Appeals Committee)

- 28.50 The Library Appeals Committee will serve as an advisory body to the Provost, who will act as committee Chair. The Library Appeals Committee shall consider all appeals and recommendations from the Library Continuing Appointment and Promotion Committee and will make its recommendation to the President.
- 28.51 The membership of the Library Appeals Committee shall be:
- a) The Provost, who will act as Chair of the committee;
 - b) Two (2) Librarian Members holding Continuing Appointment elected for a two (2) year term by Librarian Members.
- 28.52 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve on the Library Continuing Appointment and Promotion Committee (Library Appeals) except:
- a) Those who are already members of the Continuing Appointment and Promotion (CAP) Committee,
 - b) Those who are already members of the Library Continuing Appointment and Promotion (LCAP) Committee,
 - c) Those who have served two consecutive terms over the past four years.
- 28.52.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period.

- 28.52.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.
- 28.52.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the Library Appeals Committee will be elected each year.
- 28.52.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 28.52.5 Voting will be by secret ballot, and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice-President (Academic) will have the deciding vote.
- 28.52.6 Each Member of the Library Appeals Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for re-election as a Member of the Library Appeals Committee.
- 28.52.7 If through illness, or for any other reason, it appears that a Librarian Member of the Library Appeals Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.52.1-28.52.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.53 The complete Assessment File shall include all of the same information considered by the Library Committee plus the Assessment/Progress Report and recommendation from the Library Committee.
- 28.54 The Librarian Member may choose to appear before the Library Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment as per Article 28.45 (c). The Member may choose to be accompanied by a representative of the Association.
- 28.55 The Library Appeals Committee may request the Librarian Member, his/her Manager, the Chair of the CAP Committee, the University Librarian, or any other member of the CAP or Library Committees to appear before it.
- 28.56 The Provost may, where he/she considers it appropriate, extend the Librarian Member's probationary period to permit reconsideration of the case by the CAP Committee and Library Committee.

Decision of the President

28.57 Following the hearing of all appeals, the Library Appeals Committee shall forward its recommendations to the President. The President shall inform the Librarian Member in writing of the decision of the University.

Performance Review

28.58 All Librarian Members will be considered biennially by the CAP Committee and Library Committee for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.

28.59 The biennial performance review of Librarian Members with continuing appointment-track or continuing appointment and the annual performance reviews of Contractually Limited Librarian Members provide to each Member a rating of either "Unsatisfactory", "Improvement Required/Developmental", "Good", "Very Good", or "Outstanding" in each area of effort: Professional Practice, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Librarian Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member's DOE during the review period.

28.60 Each Librarian Member must submit his/her completed and confirmed eCV Performance Assessment Template (as per 28.16.3) 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.

28.60.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV.

28.61 Failure to confirm the eCV Performance Assessment Template (as per 21.16.3) by August 15th, without prior approval from the University Librarian and Provost, will result in an "Unsatisfactory" performance assessment.

28.62 Notwithstanding the scheduling provisions outlined in 28.58, the following assessments will occur on an annual basis:

- a) Subsequent to any overall biennial performance assessment of a Librarian holding a continuing appointment-track or continuing appointment that is less than "Good", that Member will be subject to an annual review of performance by the Continuing Appointment and Promotion (CAP) and Library Continuing Appointment (LCAP) Committees for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
- b) The performance of all Contractually Limited Librarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (as per Article 28.59 above).

- 28.63 The CAP Committee will assess each Librarian Member's performance and will complete a Performance Assessment Report for each Member who has been considered. Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The CAP Committee will not rank order Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the Chair of the LCAP Committee.
- 28.64 Following consideration by the Library Committee, the University Librarian will provide in writing (and signed by all members of the Library Committee who were present for the relevant deliberations) the assessment of the Librarian Member's performance to the Member and also copy it to his/her Manager. The letter to the Member will include explicit mention of the Member's right to appeal the assessment and to contact the Association.

Appeals of Performance Review

- 28.65 Within fifteen (15) days of the date of issuance of the letter from the University Librarian, the Librarian Member who has received an overall performance rating of less than "Good" may appeal to the Chair of the Library Appeals Committee.
- 28.65.1 A Continuing Appointment-track Librarian Member may appeal to the Chair of the Librarian Appeals Committee any overall performance rater and/or individual performance rater.
- 28.66 The appellant Librarian Member may request to see his/her Official File/Assessment File which includes the signed Performance Assessment Report from the CAP Committee.
- 28.67 The Library Appeals Committee may request the Librarian Member, the Manager, the University Librarian and any other member of the CAP or Library Committees to appear before it as part of the appeal process.
- 28.68 The Librarian Member who has received a performance assessment of less than "Good" may choose to appear before the Library Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.
- 28.69 The Librarian Member is entitled to be accompanied to the meeting of the Library Appeals Committee by a representative of the Association.
- 28.70 The Chair of the Library Appeals Committee will provide the decision in writing to the Librarian Member within fifteen (15) days of the date of the meeting when the Member's appeal was heard.

Grievance

- 28.71 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

Article 29 - Study/Research Leave and Development Leave for Librarians

Study/Research Leave

- 29.1 Study/Research Leave is regarded as an essential means of enabling Librarian Members to maintain and enhance their quality as scholars and professionals. Such leave enables the University to maintain and enhance excellence through the individual Member's subsequent contributions to its learning, teaching, and research/scholarship programs. To satisfy the purpose of this Leave, it is necessary that scholarly or professional objectives are being sought and that both research and study activities, whether singly or in combination, are consistent with these objectives.
- a) Full-time Librarian Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous service (or its equivalent) since Appointment at the University of Guelph. Only Members holding a Continuing Appointment may go on a Study/Research Leave.
 - b) A Librarian Member with a Continuing Appointment holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54, is eligible to apply for Study/Research Leave, to commence after six (6) years of active employment with the University. The procedures and conditions that apply are those outlined throughout the remainder of this Article, adjusted to accommodate the Reduced Workload/Part-time Appointment.
 - c) Prior eligible service for leave with salary as a Librarian at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave. Credit will be calculated on the basis of one (1) 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 University Librarian in the Letter of Appointment per Article 26: Librarian Appointments.
- 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 (1) year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the University Librarian and the Provost.

Application for Study/Research Leave

- 29.4 Application for Study/Research Leave must be submitted in writing by the Librarian Member to the CAP Committee, after consultation with the person to whom he/she reports. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.

- 29.5 The written application for leave will include:
- a) a statement of goals;
 - b) a plan of scholarly activity;
 - c) an indication of when and where the leave is expected to be taken;
 - d) an up-to-date Curriculum Vitae.

Study/Research Leave Decision Procedures

- 29.6 The CAP Committee will consider all written applications for Study/Research Leave as soon as practicable following their receipt.
- 29.7 The CAP Committee will assess applications on the basis of their merit and their consonance with the stated goals of the Study/Research Leave. A Librarian Member's record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave (where applicable) will be a component in the assessment of the application.
- 29.8 The CAP Committee, through the chair, will make its recommendations to the University Librarian within twenty (20) days of receipt of the application.
- 29.9 The University Librarian will inform the Librarian Member and the person to whom he/she reports, in writing, of his/her decision to approve or deny the leave within twenty (20) days of the receipt of the CAP recommendation. Reasons for denial, or for the need to delay the commencement of such a leave, if applicable, will also be given in the University Librarian's letter.
- 29.10 Under exceptional conditions determined by Library needs and priorities, and with the approval of the University Librarian, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return from Leave had the Leave not been delayed.
- 29.11 Under exceptional circumstances and with the approval of the University Librarian, the start date of a Librarian's approved Study/Research Leave may be delayed for up to two (2) years. Any entitlement towards the next Leave accrued during such a delay is not jeopardized.
- 29.12 A Librarian Member whose application for Study/Research Leave has not received approval from the University Librarian may appeal to the Provost. Appeals are restricted to consideration of the academic or professional merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the CAP Committee and University Librarian.

Duration of Study/Research Leave

- 29.13 Librarian Members who qualify under this Article may apply for a period of leave of four (4) or eight (8) months duration. A Study/Research Leave will include the annual vacation entitlement appropriate to the length of the Leave.
- 29.14 Upon completion of a period of Study/Research Leave, the Librarian Member will assume his/her regular academic and professional responsibilities.

Conditions of Study/Research Leave

- 29.15 The scheduling of a Study/Research Leave is to be granted independently of any other Leave entitlement. Where University Service commitments will be affected by the granting of Study/Research Leave, the manager and University Librarian, in consultation with the Librarian Member, will be responsible for making any necessary administrative arrangements to enable the Leave.
- 29.16 Within sixty (60) days of the conclusion of the Leave period, the Librarian Member will provide a written report describing what has been accomplished, in relation to the plan submitted. The report will be provided to the person to whom the Member reports and be made available to the CAP Committee and University Librarian.
- 29.17 It is expected that the Librarian Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

Development Leave

- 29.18 Any Librarian Member (with or without a Continuing Appointment) who expects to be taking on significantly different duties may apply for a Development Leave of one (1) to four (4) months for the purpose of acquiring knowledge and/or skills to enable him/her to perform the new duties better. Where appropriate, the Development Leave may extend an approved Study/Research Leave to a maximum of twelve (12) months.
- 29.19 An application for Leave must be made to the University Librarian, in writing, six (6) months prior to the expected start date of the Leave, and the Leave must be taken within six (6) months of commencing new duties.
- 29.20 The University Librarian shall write to the Librarian Member within twenty (20) days of application with his/her decision. The application will be assessed on its merits and consonance with the stated goals of the Leave. The decision of the University Librarian may be appealed to the Provost. The Provost shall notify the Member and the University Librarian of his/her decision in writing, with reasons.

Article 30 - Responsibilities of Veterinarians

- 30.1 For the purposes of Articles 30 to 37 inclusive, Director shall mean, “Director, Animal Health Laboratory and Co-Executive Director, Laboratory Services Division” or “Associate Dean, Administration and Chief Operating Officer of the Ontario Veterinary College Health Sciences Centre” and “Dean (OAC) for Veterinarians at the Regional Campuses.”
- 30.1.1 For the purposes of Articles 30 to 37 inclusive, Dean shall mean “Dean OVC” for issues relating to Veterinarians in the OVC or OVC-HSC, or “Dean OAC” for issues relating to Veterinarians at the Regional Campuses.
- 30.2 Veterinarian Members have the right to know explicitly the guidelines and criteria used for review purposes.
- 30.3 Veterinarian Members provide a range of clinical and professional services to the Ontario Veterinary College (OVC), the University and external clients. Veterinarians’ responsibilities shall include some combination of:
- a) Professional Practice, including some or all of: clinical teaching, clinical diagnostic and consultative practice, supervision of staff, and support for research programs of the University; and
 - b) Professional Development; and may include
 - c) Research/Scholarship; and/or
 - d) Service to the University, profession, and community.
- 30.4 The exact distribution of responsibilities may vary from time to time and from individual to individual. Each Veterinarian Member shall have a written Position Description that outlines his/her responsibilities. It is understood that, for all Veterinarian Members, the principal duties shall be those noted in 30.3 (a) above.

Professional Practice

- 30.5 Responsibilities performed under Professional Practice by the Veterinarian Member will vary, depending on the responsibilities defined by his/her Position Description. Assignment of responsibilities shall be made with due regard to a Member’s Position Description, and shall be fair and equitable within each veterinary service. Changes to the composition of responsibilities shall be determined by the Director after discussion with the Member.
- 30.5.1 Veterinarian Members in the OVC-HSC shall be notified in writing of the number of weeks assigned, by the Director or designate, to clinical service, and any on-call provisions (where applicable).
- 30.6 The University and Veterinarian Member are jointly responsible for ensuring that the clinical and laboratory services provided are timely and of the highest quality, to maximize the confidence and ongoing financial support from existing and future clients, including referring veterinarians.
- 30.7 Clinical Teaching responsibilities, when performed by a Veterinarian Member, may include participation in clinical rotations, laboratories, continuing education, and undergraduate and post-graduate instruction, as determined by the Member’s Position Description.

Professional Development and Research/Scholarship

30.8 Veterinarian Members are expected to develop and maintain their professional competence and effectiveness. This may be achieved through such activities as individual study; attendance/participation at conferences and workshops; taking specialized courses or programs; and scholarly contributions to a discipline, such as publication, reviewing papers for scholarly journals, serving on an editorial board of a journal, giving workshops/presentations at conferences, or participation in scholarly and/or professional organizations.

Service: University, Professional and Community Service

30.9 Veterinarian Members may participate in University governance through election or appointment to committees and councils. No Member may be appointed to a University Committee without his/her consent except where such Service commitment is outlined within the Member's Position Description.

30.10 Veterinarian Members are encouraged to participate in the work of professional and learned organizations and relevant community service, including, but not limited to, the Canadian Veterinary Medical Association and the College of Veterinarians of Ontario. A Member's Service shall be considered in the assessment of his/her Service responsibilities and shall be treated in the same way as similar duties performed within the University.

30.10.1 When membership in the College of Veterinarians of Ontario is required for a Veterinarian Member to perform his/her duties, this licensing fee shall be paid for by the University.

30.11 When a Veterinarian Member's Service to such societies, associations, agencies or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Director to ensure her/his scheduled responsibilities are fulfilled.

Article 31 - Workload and Hours of Work for Veterinarians

Workload

- 31.1 A Veterinarian Member's normal workload involves, in varying proportions, an appropriate balance of duties as set out in Article 30: Responsibilities of Veterinarians.
- 31.2 The workload of Veterinarian Members shall be established with due regard for assigned duties and responsibilities. Members' duties and responsibilities will be determined by the Director in discussion with the Member and, where necessary, with other Departments and Units with which they directly interact on a regular basis.
- 31.3 Veterinarian Members may accept additional duties provided that these would not prevent them from fulfilling their regularly assigned clinical and/or diagnostic duties and provided that such activities are in keeping with the provisions of Article 8: Conflict of Interest and Conflict of Commitment.

Scheduling

- 31.4 The Veterinarian Member's hours of work will be scheduled by the Director in consultation with the Member.
- 31.4.1 The University will consult with a Member prior to making significant changes to his/her work schedule. The University shall implement such changes fairly and equitably. Consultation will occur at least thirty (30) days in advance of any change, except in case of emergency. Changes made under emergency circumstances shall be deemed to be temporary in nature and shall remain in effect only until such time as the University has met its obligations to consult with the Member.
- 31.4.2 It is agreed and understood that Members shall be allowed time during normal working hours for professional development, provided that the timing of such activity can be accommodated within the obligations of the Unit and does not unduly affect the performance of assigned duties.
- 31.5 If, because of extenuating circumstances (e.g. outbreaks, epidemics, etc.), and with the prior approval of the Director involved, a Veterinarian Member must work significantly more hours per week than normal, for a sustained period of time, the Director shall, within a reasonable period, ensure that the Member is granted equal time off, or, at the Director's option, pay the Member for the extra time worked.

Emergency Clinical Services Workload

- 31.6 Veterinarian Members who provide emergency services shall be required to provide no more than their proportionate share of such service as determined by the Director. Such proportionate shares shall be determined by and reflect the staffing levels and relative responsibilities of the members of each clinical service.

Position Description

- 31.7 All Veterinarian Members shall have a written Position Description.

- 31.8 For all Veterinarian Members employed at the time of signing of this Agreement, the Position Description shall correspond to the present assigned duties.
- 31.9 All new Veterinarian Members shall be provided with a Position Description as part of their Letter of Appointment. This Position Description shall detail their responsibilities pursuant to this Agreement.

Amendments to Position Descriptions

- 31.10 A Veterinarian Member may request a change to his/her Position Description. The Member shall forward his/her proposal for amendment to the Director, in writing.
- 31.11 The Director will decide whether to accept the proposal for amendment to the Veterinarian Member's Position Description. Within fifteen (15) days of receipt of the proposal, the Director will notify the Member in writing of the decision, and, in the event of a negative decision, provide reasons.
- 31.12 Within ten (10) days of receipt of the decision from the Director, a Member may appeal the decision to his/her respective Dean, or for AHL Member(s) to the Vice-President (Research). The respective Dean or Vice-President (Research) shall notify the Member and Director of his/her decision, in writing, providing reasons for the decision.

Article 32 - Appointments of Veterinarians

Types of Appointment

32.1 There are three types of Appointments for Veterinarian Members:

- a) Contractually Limited Appointment;
- b) Continuing Appointment-track Appointment; and
- c) Continuing Appointment.

32.2 Contractually Limited Appointments

- a) are Appointments established for a specific period of time that shall not exceed an uninterrupted period of five (5) years;
- b) may be extended or renewed, but the total length of the uninterrupted appointment may not exceed five (5) years;
- c) do not imply that the appointee is on probation for a Continuing Appointment, nor is there any implied expectation of continued employment beyond the period specified.

32.2.1 Once a Veterinarian Member has served an uninterrupted period of five (5) years in the same or a substantially similar term position, the Member's Appointment shall be terminated or the position converted to Continuing Appointment-track Appointment. In the case where the decision is to convert the position to Continuing Appointment-track, the Dean or VPR, on the recommendation of the Director, may recommend to the Provost that the current incumbent be appointed to the Continuing Appointment-track Appointment, without a search. The Provost's decision to appoint without a search will be final.

Continuing Appointments

- 32.3
- a) Continuing Appointment shall mean an appointment of a Veterinarian Member without term.
 - b) Veterinarian Members given a Continuing Appointment-track Appointment will assume a Continuing Appointment following successful completion of a probationary review as per Article 33.
 - c) Upon successful completion of the probationary period, a Veterinarian Member holding a Continuing Appointment cannot be dismissed except for just cause, or as otherwise provided in this Agreement.

Search Process

32.4 The University will decide when there is an open position and will determine whether a search will be conducted. The University will consult with Members about the qualifications of, areas of competence required for, and responsibilities of, the position. The University will determine the qualifications of and the specific duties required to fill a vacancy.

32.5 The information to be provided in the advertisement shall include, but is not limited to:

- a) the type of appointment;
- b) the qualifications, education, and skills required;

- c) any applicable equity provisions; and
- d) the University of Guelph's employment equity statement.

- 32.6 In conducting a search, the University shall advertise the position in publications determined as appropriate by the University.
- 32.7 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean or Vice-President (Research) that the candidate be appointed without an external search.
- 32.8 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.

Search Committee

- 32.9 Candidates shall be evaluated through a Search Committee. Composition of the Search Committee will be determined by the Director but shall include at least two (2) veterinarian and/or Veterinarian Members.
- 32.10 Academic partner accommodation appointments must be reviewed for rank and appointability by the Members Continuing Appointment Committee.
- 32.11 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 32.12 The University will ensure that all members of the Search Committee have received orientation/training prior to the commencement of the interview process. No Member shall be required to participate in training more than once during the term of this Agreement.
- 32.13 The University will provide all candidates who are interviewed with the contact information for the Association.

Assessment Procedures

- 32.14 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Director with a recommended short list of candidates to be interviewed.
- 32.15 The evaluation and ranking of the candidates by the Search Committee will be in confidence and consistent with employment equity principles.
- 32.16 Where the Director determines it to be appropriate, the interview process shall allow for input by members of the Unit.
- 32.17 After interviewing the short-listed candidates and, if appropriate, seeking input from members of the Unit, the Search Committee shall make its recommendations to the Director. While the Director is not constrained by the ranking of the candidates, an appointment must be made from this list. The Director has the option of continuing the search.
- 32.18 In the case of an academic partner accommodation appointment, the Members Continuing Appointment Committee shall make a written recommendation to the Dean/AVPR as to rank

and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.

32.19 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.

32.19.1 Academic partner accommodation appointments are not eligible for consideration for conversation of appointment to Continuing Appointment-track without a search (per 32.4).

Letters of Appointment

32.20 All Letters of Appointment shall be issued by the Director, and will include, but not be limited to, the following:

- a) date of commencement and, where appropriate, date of termination of the Appointment;
- b) salary;
- c) type of appointment as defined in Article 32.1;
- d) Unit in which the appointment is made, including the position to whom the candidate will report;
- e) Position Description;
- f) if applicable, the description of any special duties or conditions that may apply, provided that these are consistent with this Agreement.

32.21 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

32.22 For Contractually Limited Appointments, the University shall use reasonable efforts to offer Contractually Limited Appointments for Veterinarians that are twelve (12) months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

Article 33 - Continuing Appointment, Promotion, and Review of Veterinarians

- 33.1 This Article applies to Continuing Appointment, Promotion and Review decisions of Veterinarians who hold Continuing or Continuing Appointment-track appointments, and to Renewal decisions for Contractually Limited Veterinarians.
- 33.2 Promotion and the conferring of a Continuing Appointment is a very important step in the relationship between the University and a Veterinarian and should be decided upon only after careful consideration and attention to due process. The University will grant Continuing Appointment to Veterinarians only in accordance with the provisions of this Article.
- 33.3 The Director will meet with each Member, within the Member's first semester of appointment and will discuss the approved criteria with respect to the granting of Continuing Appointment.
- 33.4 The Dean/Associate VPR will notify the Member, on an annual basis, that both he/she and the Director are available for Mentoring. In addition, the Dean/AVPR shall meet prior to the end of April with each Continuing Appointment-track Veterinarian Member to discuss the Member's progress towards and the possibility of application for continuing appointment and promotion.
- 33.4.1 A record of the discussion mandated in 33.4, signed by both the Dean/AVPR and the Continuing Appointment-track Member, shall be placed in the Continuing Appointment-track Member's Official File. In signing the document, the Dean/AVPR and the Veterinarian Member are agreeing it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 33.5 Veterinarians have the right to know explicitly the criteria that are used for Continuing Appointment and Review purposes, as well as reasons for the decisions. The process must be transparent, fair and equitable.
- 33.5.1 Approved Continuing Appointment and Promotion Guideline documents shall be posted on the department/school website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 33.6 The granting of Continuing Appointment and promotion to Associate Veterinarian recognizes professional and academic maturity, as exemplified by his/her contribution to the clinical and professional services to the OVC and the University, and by related activities within and outside the University as defined in Article 30.3. The conferral of Continuing Appointment obliges the University to support the career of the Veterinarian and it obliges the Veterinarian to continue to perform in a manner deserving of that support.
- 33.6.1 Veterinarians shall hold, either Board certification in a relevant specialty or an advanced degree in a relevant discipline (in addition to a DVM) in order to meet the requirements for Continuing Appointment and Promotion to Associate Veterinarian.
- 33.6.2 The provisions of Article 33 shall not apply to those Veterinarians hired on or before August 5, 2011 or where Board Certification is not a requirement of the position.
- 33.7 The specific requirement of a position to hold Board certification or an additional advanced degree shall be determined by the University at the time of advertisement for the position. Such requirement shall be included in both the job posting and noted in the successful incumbent's

letter of appointment. Where such a requirement exists, a continuing appointment-track appointment of an Assistant Veterinarian without completion of his/her Board certification or additional advanced degree will be for a maximum of two (2) years, at which point the Appointment will be terminated unless all of the requirements for the Board certification or additional advanced degree have been completed however, the University shall provide support to the Member so that he/she may be able to meet the requirement of the position In exceptional circumstances, the Provost may extend this period.

33.7.1 To facilitate the completion of the Board specialty or advanced degree for those Members hired without the requisite credential, the University shall provide up to two (2) months paid leave free from regularly assigned duties to the Member for the purposes of preparation, study and testing. Such leave may be taken in contiguous blocks, regularly scheduled days or hours within a work day as agreed to by the Member and his/her Director over the course of the continuing appointment-track appointment. Consideration will be given by the Director and not unreasonably withheld with respect to the expressed preference of the Member regarding timing of the leave.

33.7.2 No Veterinarian will be required to obtain more than one Board specialty or additional degree as a condition of his/her employment.

33.8 Promotion to Veterinarian recognizes long-term, established and outstanding contributions to the University and the profession. A Veterinarian must be Board Certified in a relevant specialty or, where no applicable designation exists, have attained the highest terminal degree relevant to her/his position. It is granted in recognition of professional competence and maturity and normally an established national record of service to the profession.

33.9 Contractually Limited Veterinarians are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration of granting of Continuing Appointment.

33.10 Consideration for the conferring of Continuing Appointment will be based on the Veterinarian's lifetime contribution in the areas as defined in Article 30: Responsibilities of Veterinarians.

33.10.1 Each candidate for Promotion and the granting of Continuing Appointment is expected to establish a record of performance in each area of responsibility as outlined in his/her position description and consistent with the provisions of Article 30: Responsibilities of Veterinarians.

Probationary Period

33.11 The maximum duration of a Continuing Appointment-track Appointment is six (6) consecutive years of full-time employment (with five full reviews), exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave, from the date of the Continuing Appointment-track Appointment.

33.12 The maximum length of the Probationary Period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

Guidelines and Documentation Templates for Assessment Purposes

- 33.13 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment or for Review of Members, is to be decided upon by the Veterinarians and is articulated in the Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period being reviewed. The criteria for Review, Promotion and Continuing Appointment, including any amendments to the same will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Veterinarians, and also by the University Continuing Appointment Committee and the Provost.
- 33.14 All Members are to be informed in writing by the Director/AVPR of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria and established and promulgated benchmarks for Continuing Appointment, Promotion and Review.
- 33.15 Each Veterinarian shall have a review of her/his performance in the area of Professional Practice written by the person to whom the Veterinarian reports (her/his Director). Such Report shall form part of the Member's Assessment File. The Veterinarian Member shall be provided an opportunity to respond verbally and in writing.
- 33.16 The Dean/AVPR, in consultation with the Provost, will develop standard documentation templates. The Dean/AVPR will consult with the Members Continuing Appointment Committee in the development of these templates:

Member Templates

33.16.1 Progress Template

A template for the purpose of Continuing Appointment and Promotion considerations (i.e., progress toward the granting of Continuing Appointment and Promotion to Associate Veterinarian, and applications for Continuing Appointment and Promotion) in which each Veterinarian Member will document his/her relevant life-time professional, scholarly and service contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, and in those cases where it is applicable a research and/or teaching/clinical dossier.

33.16.2 Performance Assessment Template

A template for the purpose of performance assessment in which each Veterinarian Member will document his/her relevant professional, scholarly and service contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, and in those cases where it is applicable research and/or teaching/clinical dossier.

Continuing Appointment Committee Templates

33.16.3 Performance Assessment –Biennial Year

A MCA Committee Performance Assessment Report, which will form the basis of the MCA Committee's report to the UCA Committee on its overall assessment of the Veterinarian Member's performance. The written review shall focus on the effectiveness of the Member at meeting University established criteria (that have been

promulgated) and the general competence with which the duties and responsibilities of the position are carried out. The review will include the overall rater.

33.16.4 *Performance Assessment – Non-Biennial Year:*

Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than “good.” A MCA Committee Performance Progress Report, which will form the basis of the MCA Committee’s report to the UCA on its overall assessment of the Veterinarian Member’s performance.

33.16.5 *Continuing Appointment-track Veterinarian Members – Progress Feedback*

A MCA Committee Progress Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s progress toward the granting of Continuing Appointment and Promotion to the rank of Associate Veterinarian.

33.16.6 *Continuing Appointment and Promotion to Associate Veterinarian – Application or Final Year Consideration*

A MCA Committee Continuing Appointment and Promotion Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s Application or final year consideration for the granting of Continuing Appointment and Promotion to Associate Veterinarian.

33.16.7 *Promotion to Veterinarian – Application*

A MCA Committee Promotion Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s application for the granting of Promotion to Veterinarian.

33.17 The MCA Committee Performance Assessment Report (per 33.16.3 and 33.16.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

33.18 All MCA Committee Progress Reports (as per 33.16.5) and MCA Committee Continuing Appointment and Promotion Reports (as per 33.16.6) will be retained in the Official File of the Member until such time that Continuing Appointment and Promotion to Associate Veterinarian has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

33.19 The MCA Committee Promotion Report (as per 33.16.7) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessors

33.20 Written opinions of the Member's activities, as outlined in his/her Position Description and consistent with Article 30: Responsibilities of Veterinarians, by experts in the Member's field are required to support a recommendation for the granting of Continuing Appointment and Promotion to Associate Veterinarian and for Promotion to Veterinarian. External assessments are very important as part of the deliberations process but are not determinative. The Provost, in consultation with the Dean/AVPR, and through consultation with the University Continuing Appointment Committee, will devise the process by which external assessment will be sought for the conferring of Continuing Appointment and Promotion to Associate Veterinarian and the granting of Promotion to Veterinarian.

However, the following principles will apply:

- a) normally, External Assessors will be persons who have an 'arm's length' relationship to the Member and who are not members of the candidate's Department/Unit;
- b) the normal number of external assessments to be obtained will be three (3), at least one (1) of whom must be external to this University;
- c) the Chair of the Members Continuing Appointment Committee (MCA) and the Member will agree as to which individuals are acceptable Assessors and will forward this list to the Dean/AVPR. If agreement cannot be reached, the Members Continuing Appointment Committee (MCA) will decide on the acceptable Assessors;
- d) for consideration of Members in the OVC-HSC, the Dean will be responsible for communicating with assessors as per c) above and for consideration of Members in the AHL, the AVPR will be responsible for communicating with assessors as per c) above. The information sent to the Assessor will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean/AVPR;
- e) all assessments will be in writing;
- f) the following information will be made available to the External Assessors:
 - 1) applicable Guidelines/Criteria for Continuing Appointment and Promotion;
 - 2) the Veterinarian's Curriculum Vitae;
 - 3) a copy of the Member's Position Description;
 - 4) the Member's teaching/clinical dossier (where applicable), compiled by the Member; and
 - 5) any other evidence of Professional Practice, Development, Scholarship or Service as determined by the Member.

Members Continuing Appointment Committee (MCA)

33.21 The role of the MCA Committee shall be to:

- a) consider the report from the Director;
- b) assess the Veterinarian Member's performance and complete a MCA Committee Performance Assessment Report to be considered as input to the UCA Committee;
- c) assess the Veterinarian Member's progress toward the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Progress Report to be considered as input to the UCA Committee as part of the feedback to the Veterinarian Member;

- d) assess the Veterinarian Member's application (or final year consideration) for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Committee Continuing Appointment and Promotion Report to be considered as input to the UCA Committee as part of the Continuing Appointment and Promotion decision;
- e) assess the Veterinarian Member's application for Promotion to Veterinarian and complete a MCA Committee Promotion Report to be considered by the UCA Committee as part of the promotion decision;
- f) consider external assessments for the granting of Promotion to the rank of Veterinarian.

33.22 The composition of the MCA Committee shall be:

- a) four (4) Veterinarians holding Continuing Appointment, two from the OVC-HSC and two from the AHL, elected for a two (2) year term by all University Veterinarians in the respective units;
- b) the chair of the MCA Committee shall be elected by the members of the MCA Committee annually. The chair will be provided with a second vote to break a tie.

33.23 Subject to Articles 33.43 and 33.44, it is the responsibility of the Veterinarian to submit the completed file to the chair of the MCA Committee, or designate, by August 15th.

33.23.1 The chair of the MCA Committee shall ensure the Veterinarian Member is informed in writing when information, which is relevant to the current Continuing Appointment and Promotion, is placed in the Member's Assessment File after the August 15th submission date. Said Veterinarian will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.

33.24 The chair of the MCA Committee shall ensure that documentation pertaining to the Veterinarian's assigned responsibilities and data regarding criteria, the Director's Report, letters of external assessment (where applicable), and the submitted file are properly included in the Veterinarian's Assessment file prior to the commencement of the deliberations process.

33.25 The chair of the MCA Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

University Continuing Appointment Committee (UCA Committee)

33.26 The role of the UCA Committee shall be to:

- a) receive for approval the Guidelines for Continuing Appointment and Promotion;
- b) assess the Veterinarian's performance and/or progress toward the conferral of Continuing Appointment and Promotion;
- c) consider the MCA Committee assessment and recommendation and the report from the Director;
- d) ensure the MCA Committee assessment is consistent with the Guidelines and established standards of performance;
- e) consider external assessments for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and Promotion to Veterinarian;

- f) submit all recommendations to the Provost;
- g) submit positive recommendations for the conferral of Continuing Appointment and Promotion and Promotion to Veterinarian to the President for decision;
- h) issue a letter to the Veterinarian communicating the UCA Committee's assessment.

33.27 The composition of the University Continuing Appointment Committee shall be:

- a) the Dean (OVC) and the Associate Vice-President (Research), who will act as co-chairs of the UCA Committee. The Dean (OVC) will vote and have a second vote to break a tie only for cases of Veterinarians from OVC-HSC, and the Associate Vice-President (Research) will vote and have a second vote to break a tie only for cases of Veterinarians from AHL;
- b) one (1) Veterinarian with Continuing Appointment from OVC-HSC, elected for a two (2) year term by all Veterinarians; and
- c) one (1) Veterinarian with Continuing Appointment from AHL, elected for a two (2) year term by all Veterinarians.

33.28 The chairs of the UCA Committee will be responsible to ensure the transfer of the Assessment File considered by the MCA Committee to the UCA Committee. The Chairs of the UCA may request that the chair of the MCA Committee and/or the Director appear before the UCA Committee as a part of the deliberations process.

33.29 The complete Assessment File shall include all of the same information considered by the MCA Committee plus the Assessment/Progress Report and relevant recommendation from the MCA Committee plus the report of the Director. The Assessment/Progress Report and recommendation from the MCA Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Veterinarian Member's performance in relation to the expectations set out in the approved Continuing Appointment and Promotion Guidelines document.

Committee Mode of Operations and Election to Committee

33.30 The Veterinarian's performance will be evaluated solely on the basis of the material contained in the Assessment File, and therefore accessible to the Veterinarian Member prior to the meeting of the MCA Committee (i.e., evaluations cannot be based on hearsay information).

33.31 The decisions of the MCA and UCA Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to consideration and decision on a particular case. A Member shall withdraw prior to consideration of his/her case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.

33.32 All Veterinarians holding Continuing Appointment are eligible for election to the MCA Committee, the UCA Committee, and the University Veterinarians Appeals Committee (UVAC) with the exception of any Member currently elected to either the MCA Committee, UCA Committee, or, the UV Appeals Committee;

33.33 All elections for the MCA Committee, UCA Committee and the UV Appeals Committee will be conducted by the Nominating Committee with administrative support from the Dean and AVPR office. The Nominating Committee shall be comprised of one elected Veterinarian Member and

the Dean (if the elected Member is from the AHL) or the AVPR (if the elected Member is from the OVC-HSC), or designate. One Veterinarian is elected in November to the Nominating Committee for a two-year term by the Veterinarian Members.

- 33.34 The Nominating Committee requests nominations from Veterinarians at least two (2) weeks prior to the commencement of an election. The MCA Committee election shall be held during January and the Veterinarians will be informed of the results of the election prior to elections for the UCA Committee and the UV Appeals Committee. The outgoing Nominating Committee conducts the elections for the successor Committee.
- 33.35 Voting will be by secret ballot, submitted in double envelopes, the outer signed by the voter, to the Nominating Committee by the deadline specified by said Committee. The Nominating Committee will inform the University Veterinarians and the Association of the results.
- 33.36 Voting will be consistent with the following:
- a) Member's Continuing Appointment Committee: The chair who is elected in accordance with this Article, shall have voting privileges and shall cast an additional vote in the case of a tie vote at the Committee.
 - b) University Continuing Appointment Committee: There will be one vote at the level of the chair. That is, for consideration of Members in the OVC-HSC, the Dean will have the vote and for consideration of Members in the AHL, the AVPR will have the vote. If the Dean or AVPR must recuse him/herself, he/she shall name a designate (e.g. Associate Dean OVC or alternate AVPR, respectively, exclusive of the Director to whom the candidate directly reports). In the case of a tie vote at the Committee, for consideration of Veterinarians in the OVC-HSC, the Dean shall cast a second, deciding vote and for consideration of Members in the AHL, the AVPR shall cast a second, deciding vote.
- 33.37 The length of term following an election of a Member to the MCA Committee, the UCA Committee, or the UV Appeals Committee shall be for a period of two (2) years.
- 33.38 If an elected Member is unable to serve, then the Member will be replaced by the unelected Veterinarian with the largest number of votes. Should there have been no unelected candidates in the annual election; a special election will be held to fill the vacant position.

Continuing Appointment and Promotion for Veterinarians

- 33.39 Each year, all continuing appointment-track and multi-year Contractually Limited Veterinarians will submit a completed Progress Template to the chair of the MCA Committee according to the timelines indicated in this Article. The progress towards continuing appointment and promotion to Associate Veterinarian of all Continuing Appointment-track Veterinarians will be considered by the MCA Committee and the UCA Committee and feedback in the form of a Progress Report will be provided by the Dean/AVPR to the Member and copied to his/her Director.

Granting of Continuing Appointment

- 33.40 The Director shall, prior to the submission of the assessment file to the chair of the MCA Committee, meet with each Continuing Appointment-track Veterinarian to review his/her file and performance review. The Dean/Associate VPR shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.

33.41 Failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/Associate VPR and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Veterinarian, and such decision shall be recorded in the Member's Assessment File.

33.41.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Veterinarian, failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/AVPR and Provost will result in the termination of the Veterinarian Member's Continuing Appointment-track Appointment.

33.42 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Veterinarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Veterinarian or not to grant Continuing Appointment and to terminate the Assistant Veterinarian's Appointment.

33.43 Further to Article 33.39, the Veterinarian may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the Dean/AVPR through the chair of the MCA Committee by May 15th. The information contained in Article 33.20 (f) (2, 3, 4 and 5) shall be provided by the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

Promotion to Veterinarian

33.44 Consideration for Promotion to the rank of Veterinarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Veterinarian Member to the Dean/AVPR through the chair of MCA by May 15th. The information indicated in Article 33.20 (f) (2,3,4 and 5) shall be provided by the Member to the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

Deliberations Process and Communication of Decision

33.45 The MCA Committee will assess each Assistant Veterinarian's performance and make a recommendation to the chair of the UCA Committee with respect to the granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian. The MCA Committee will complete the appropriate Report (per Article 33.16) for each Veterinarian who has been considered. The appropriate Report and relevant recommendation will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the UCA Committee.

33.46 Within fifteen (15) days following completion of performance assessment and Continuing Appointment the Dean/AVPR will provide to each Veterinarian being considered a letter (signed by all members of the UCA Committee who were present for the relevant deliberations) indicating the following:

- a) for Continuing Appointment-track Members: An assessment of progress toward Continuing Appointment in each area of responsibility as outlined in the Position Description;

- b) for all Members who were considered for Continuing Appointment: the recommendation of the UCA Committee along with the reasons for the recommendation.

33.47 For Veterinarians considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:

- a) that Continuing Appointment be granted and Promotion to Associate Veterinarian be conferred;
- b) that the Continuing Appointment-track Appointment be continued; or
- c) that Continuing Appointment not be granted and the Appointment be terminated.

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 33.50, and to contact the Association.

33.48 The UCA Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.

33.49 Following consultation with the Provost, the President will make an expeditious decision either to grant continuing appointment immediately or to deny continuing appointment, and will communicate his/her decision to the Veterinarian immediately. The new rank will become effective the following July 1st. In the case of a denial of continuing appointment, reasons will be provided.

Appeals

33.50 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian may appeal a negative recommendation of the UCA Committee to the chair of the University Veterinary Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.

33.51 The appellant Veterinarian may request to see his/her Official File/ Assessment File, and the signed Report(s) from the MCA and the UCA Committee(s). Letters from external assessors will be provided upon request, but they shall be provided by the Dean/AVPR without attribution and with any personally-identifying information removed.

University Veterinarians Appeals (UVA) Committee

33.52 The Committee will serve as an advisory body to the Provost and the VPR, who will act as committee co-chairs. The UVA Committee shall consider all appeals and recommendations from the UCA Committee and will make its recommendation to the President.

33.53 The membership of the UVA Committee shall be:

- a) The Provost and Vice-President (Research), who will act as co-chairs of the committee;
- b) Two (2) Veterinarians holding Continuing Appointment elected for a two (2) year term by University Veterinarians.

33.54 The complete Assessment File shall include all of the same information considered by the UCA Committee plus the Assessment/Progress Report and recommendation

- 33.55 The Veterinarian may choose to appear before the UVA Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 33.56 The UVA Committee may request the Veterinarian, his/her Director, the chair of the MCA Committee, the Dean/AVPR or any other member of the MCA or the UCA Committees to appear before it.
- 33.57 The Provost/VPR may, where she/he considers it appropriate, extend the Veterinarian's probationary period to permit reconsideration of the case by the Committee.

Decision of the President

- 33.58 Following the hearing of all appeals, the UVA Committee shall forward its recommendations to the President. The President shall inform the Veterinarian in writing of the decision of the University.

Performance Assessment

- 33.59 The following performance assessments will be conducted in accordance with the process outlined in this Article:
- a) annual assessment of performance of all Continuing Appointment-track Veterinarians for the purpose of feedback related to progression toward Continuing Appointment and Promotion to Associate Veterinarian;
 - b) annual assessment of performance of all contractually limited Members;
 - c) biennial assessment of all Veterinarian Members holding Continuing Appointment-track and Continuing Appointment for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.
- 39.59.1 The biennial performance review of Continuing Appointment-track or Continuing Appointment Veterinarians and the annual performance reviews of Contractually Limited Members provide to each Member a rating of either "Unsatisfactory", "Improvement Required/Developmental", "Good", "Very Good", or "Outstanding" in each of area of effort: Professional Practice, Professional Development and Research Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Veterinarian Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member's Position Description during the review period.
- 33.60 Each Veterinarian must submit his/her completed Performance Assessment Template to the chair of the MCA Committee by August 15th. The chair of the MCA Committee will provide a written reminder to each Veterinarian of the deadlines for submission of documentation.
- 33.61 Failure to submit the completed Performance Assessment Template by August 15th, without prior approval from the Dean/AVPR and Provost, will result in an Unsatisfactory performance assessment.

33.61.1 Notwithstanding the scheduling provisions outlined in 33.59, the following assessments will occur on an annual basis:

- (i) Subsequent to any overall biennial performance assessment of a continuing appointment-track or tenured Veterinarian Member that is less than "Good", that Member will be subject to an annual review of performance by the MCA and UCA for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
- (ii) The performance of all Contractually Limited Veterinarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 39.59.1 above).

33.62 The MCA Committee will assess each Veterinarian's performance and will complete Performance Assessment Report for each Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The MCA Committee will not rank order Veterinarian Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the chair of the UCA.

33.63 Following consideration by the UCA Committee, the Dean/AVPR will provide in writing (and signed by all members of the UCA Committee who were present for the relevant deliberations) the assessment of the Veterinarian's performance to the Member and also copy it to his/her Director. The letter to the Member will include explicit mention of the Member's right to appeal the assessment, as per Article 33.64, and to contact the Association.

Appeals of Performance Review

33.64 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian who has received an overall performance rating of less than "Good" may appeal to the chair of the UVA Committee.

33.64.1 A Continuing Appointment-track Veterinarian Member may appeal to the Chair of the UVA Committee any overall performance rater and/or individual performance rater.

33.65 The appellant Veterinarian may request to see his/her Assessment File including the signed Performance Assessment Report from the MCA Committee and the UCA Committee.

33.66 The UVA Committee may request the Veterinarian, the Director, the Dean/AVPR and any other member of the MCA or UCA Committees to appear before it as part of the appeal process.

33.67 The Veterinarian who has received a performance assessment of less than "Good" may choose to appear before the UVA Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.

33.68 The Veterinarian is entitled to be accompanied to the meeting of the UVA Committee by a representative of the Association.

33.69 The chair of the UV Appeals Committee will provide the decision in writing to the Veterinarian within fifteen (15) days of the date of the meeting at which the Member's appeal was heard.

Grievance

33.70 Any grievance of a decision arising from the Article shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

Article 34 – Placeholder

This article is purposefully left blank in order to avoid the renumbering of all subsequent provisions.

Article 35 - Professional Development Leaves for Veterinarians

Short-Term Professional Development Leave

- 35.1 Veterinarian Members shall be permitted, when determined to be operationally and financially feasible by the Director, to attend conferences, workshops, seminars and meetings for professional development purposes and may consult sources outside the University, visit laboratories and/or libraries, and seek other sources of material for scholarly endeavours, with salary.
- 35.2 For such leaves from his/her normal responsibilities, a Veterinarian Member shall make a written request for approval to the Director at least one (1) month in advance, and shall collaborate with the Director to make acceptable arrangements for meeting the Member's obligations and responsibilities. Such Leave shall normally not exceed five (5) working days. The University will consider funding requests related to Professional Development Leave.

Longer-Term Professional Development Leave

- 35.3 Continuing Appointment Veterinarian Members are eligible after six (6) years of continuous and satisfactory service and with the approval of the Director to make application for a Longer-Term Professional Development Leave. This Leave is possible based on the merit of the Member's application and the availability of funding. Such Leave will be paid (for a maximum of one semester). Application for such Leave must be submitted in writing by the Member to the Director at least twelve (12) months prior to the intended start date of the Leave. The written application will include:
- a) a statement of goals;
 - b) a plan of scholarly activity and the benefit to the unit of such leave;
 - c) an indication of when and where the Leave is expected to be taken, the length of leave requested (to a maximum of one semester), and an indication that the proposed host institution is willing and able to host the Member's Leave;
 - d) recommendations for meeting the Member's obligations and responsibilities during the period of the approved Leave. These can be developed in discussion with the Director.
- 35.4 The Director will consider the request and shall inform the Veterinarian Member of the decision to approve or deny the Leave. Reasons for denial will also be given in the letter.
- 35.5 Under circumstances determined by the operational needs and priorities of the unit, the Director may delay the commencement of an approved Leave. Such delay, however, cannot be for a period exceeding two (2) years.
- 35.6 A Veterinarian Member whose application for Leave has not received approval may appeal to the Dean or Vice-President (Research).
- 35.7 Within sixty (60) days of the conclusion of the Leave, the Veterinarian Member will provide a written report to the Director describing what has been accomplished in relation to the plan submitted.
- 35.8 It is expected that the Veterinarian Member will return to the University of Guelph for at least one (1) year following the Leave.

Article 36 - Paid Personal Leave (PPL) for Veterinarian Members

- 36.1 Notwithstanding the provisions of Article 48: Compassionate Leave, Continuing Appointment-track and Continuing Appointment Veterinarian Members shall be allowed up to three (3) days of PPL annually, which must be approved and granted by the Director, or designate.
- 36.2 PPL is intended to address unanticipated issues of an emergency nature that are not provided for in Article 48: Compassionate Leave. PPL is not intended for purposes of extending vacation or for the day prior to or following a paid holiday.
- 36.3 PPL does not accrue from one year to another.
- 36.4 Each request shall indicate the reason for the request, providing as much notice as practicable.

Article 37 - Redeployment or Severance of Veterinarian Members Due to Reorganization or Significant Change in Demand for Services

37.1 When the University approves a significant reorganization or when there is a significant change in demand for services that may affect one or more Veterinarian Members, the Provost and the Vice-President (Research), in consultation with the Association, will strike a Redeployment Advisory Committee. The Redeployment Advisory Committee, once struck, shall provide advice on measures needed to effect the reorganization or respond to the change in demand for services, including the possibility of redeployment or of termination with severance for Members.

Redeployment Advisory Committee

37.2 The Redeployment Advisory Committee will be comprised of the Director, the Dean/AVPR, and two (2) Veterinarian Members with Continuing Appointments, named by the Association.

37.3 The Redeployment Advisory Committee will prepare a plan that includes a list of those Veterinarian Members who are, or may be, affected. This plan will be submitted to the Provost and the Vice-President (Research) within thirty (30) days of the Committee being struck.

37.4 Recommendations about affected Veterinarian Members shall be considered on a case by case basis by the Redeployment Advisory Committee. Whenever practicable, Members holding contractually limited appointments shall be reassigned or terminated ahead of Members holding Continuing Appointment-track or Continuing Appointments. In the case where more than one Member performs the same job, the person with the shortest amount of continuous employment within the Bargaining Unit (Bargaining Unit seniority) shall be the first to be redeployed.

Redeployment Process

37.5 The Provost and the Vice-President (Research) will convene a meeting with the President of the Association to provide notification that a reorganization will be effected and will provide the names of the Veterinarian Members who are affected. The Provost and the Vice-President (Research) will provide this notification in writing to the President of the Association at this meeting.

37.6 Following this meeting and within ten (10) days, the appropriate Director will meet individually with each of the affected Veterinarian Member(s) to inform them of the impending reorganization and discuss options available for individual Members. The Director will discuss with the affected Member(s) his/her individual career goals and perceived fit with other Units/Departments, if applicable. If applicable, the Director will then make a written recommendation to the Provost and Vice-President (Research) with respect to the most likely Unit/Department for the redeployment of the Member. The Director shall inform the Member in writing of the decision with respect to redeployment, if applicable, and the reasons for the decision.

37.6.1 The Veterinarian Member may be accompanied by another Member or representative of the Association at this and subsequent meetings.

37.7 If there is a position identified to which a Veterinarian Member can be redeployed in 37.6 above, the Member must, within thirty (30) days, accept the redeployment or request, in writing, that termination with severance be initiated.

- 37.8 All existing entitlements, including, but not limited to, rank, salary, benefits, leaves, and seniority shall be transferred with the Veterinarian Member(s) in the event of redeployment.
- 37.9 A Veterinarian Member may not be transferred from the University of Guelph main campus without his/her consent.
- 37.10 If a position cannot be identified for redeployment in 37.6, then the termination with severance option (below) will be initiated.

Termination with Severance

- 37.11 The University shall give to each Veterinarian Member holding a Continuing Appointment-track or Continuing Appointment who is affected by a reorganization or a significant change in demand of service leading to termination with severance:
- a) Notice: six (6) months' notice, or six (6) months' actual salary in lieu of notice, or a combination of notice and actual salary equivalent to six (6) months'; and
 - b) Severance: one (1) month's salary for each year of continuous employment at the University with a minimum of six (6) months, up to a maximum of twenty-four (24) months.

Article 38 - Academic Fraud and Misconduct

38.1 Academic Fraud or Misconduct does not involve an honest error, conflicting data, differences in the interpretation or assessment of data, or experimental design or practice, unless there has been an intent to mislead. Any finding of Academic Fraud or Misconduct shall require clear, cogent and convincing proof of actual dishonest purpose and intent, or reckless disregard for the likelihood to mislead.

38.2 Academic Fraud or Misconduct in Research/Scholarship includes:

- a) fabrication and falsification of research findings or scholarly materials;
- b) plagiarism;
- c) failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished materials of others without permission, or the use of archival materials in violation of the rules of the archival source;
- d) failure to obtain the permission of the author before making significant use in any publication of new information, concepts, or data obtained through access to manuscripts or grant applications during the peer review process;
- e) submission for publication of an article originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a re-publication;
- f) falsification or misrepresentation of credentials or other intentionally misleading practices in proposing, conducting, or reporting Research/Scholarship;
- g) intentional unauthorized diversion of Research/Scholarship funds of the University, federal or provincial granting councils, or other sponsors of research;
- h) material failure to comply with relevant federal or provincial statutes or regulations, or policies promulgated by the Senate or Board of Governors that are not inconsistent with this Agreement for the protection of researchers, human subjects, or for the health and safety of the public or the welfare of laboratory animals;
- i) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- j) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public;
- k) failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stock-holding, a directorship, significant honoraria or consulting fees, but does not include routine stock holding in a publicly-traded company.

Procedures

38.3 Any investigation related to allegations of misconduct in research and scholarly activity shall be conducted in accordance with the investigation process as outlined in Article 39: Investigation of Allegations and Discipline.

38.4 Any discipline imposed on a Member for misconduct in research and scholarly activity shall be subject to Article 39: Investigation of Allegations and Discipline.

Article 39 - Investigation of Allegations and Discipline

Preamble

- 39.1 A Member may be disciplined only for just cause and only in accord with the provisions of this Article.
- 39.2 Disciplinary action shall be reasonable and consistent with the principle of progressive discipline, commensurate with the seriousness of the misconduct.
- 39.3 The investigation, in and of itself, is not considered to constitute discipline and is not grounds for grievance, although the Association may grieve if it believes that the basis for, or conduct of, the investigation violates the Collective Agreement.
- 39.3.1 All investigations will be conducted as expeditiously as possible.

Investigation

- 39.4 The University may investigate any allegation which, if proven, would warrant taking disciplinary action against a Member. Subject to 39.9, within ten (10) days, or as soon as practicable after an allegation has been made, the University shall inform the Member of the nature of the allegation that has been made and his/her right to seek assistance from the Association. If a complaint in writing has been received by the University, the Member and the Association will, at this time, be given a copy of it. If appropriate, the complaint may be redacted to retain confidentiality.
- 39.5 Where the University will be investigating any allegation about a Member that, if proven, would warrant disciplinary action against the Member, subject to Article 39.9.1 below, the Member will be notified by the Dean, University Librarian, or, in the case of Veterinarians, Director, as soon as is practicable of the reasons for, and the nature of, the planned investigation.
- 39.6 During an investigation the University may remove a Member with pay, if the circumstances warrant it. Such investigation will occur as expeditiously as possible. The mere fact of an investigation is not grounds for grievance although a Member may grieve whether the basis for, or conduct of, the investigation conforms to this Article.
- 39.6.1 Any breach of the investigatory process does not result in the discipline being void. Any breach is, rather, a factor to be considered by an arbitrator in fashioning a remedy.
- 39.7 Notwithstanding 39.24, if a Member poses a real and present danger to the safety of any member of the University community or to University property, the University may decide to remove the Member from the workplace during the investigation and the Member will continue to receive full salary and benefits.
- 39.8 A Member shall have the right to receive assistance and representation from the Association.
- 39.9 Subject to Article 39.9.2 below and as soon as is practicable, but no later than ten (10) days after commencing an investigation, the University shall advise the Member and the Association's Executive Officer or designate in writing:
- a) of the nature, substance, and scope of the investigation,
 - b) of the Member's right to seek assistance from the Association;

- c) that the Member is invited to respond to the allegation(s) by meeting or submitting materials, or both;
- d) that the Member is invited to submit a list of persons, along with a written explanation as to the reasons for each person listed, whom the Member believes should be interviewed as part of the investigation.

39.9.1 The University will provide a list of the persons identified as per 39.9 (d) whom it has not contacted, if any, and provide a written explanation.

39.9.2 The University may withhold information, decide not to notify the Member, or delay notifying the Member if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized. In such case, the University shall notify the President of the Association, or designate, immediately.

39.10 Members and the University shall maintain the confidentiality of the investigative process, its findings, and its outcome. Information will be disclosed only to those with a demonstrable need to know. Those in receipt of information pertaining to the investigative process are bound to hold such information in confidence. The University may disclose information where it has grounds to believe that confidentiality may put a person at risk of significant harm or if the University is legally required to disclose. In such a case, the University shall immediately inform the Association of its decision not to maintain confidentiality and the grounds for the decision.

39.10.1 All persons contacted by the University during the investigation shall be informed of the confidentiality requirement under Article 39.10 above.

Tentative Results of the Investigation

39.11 The University shall notify the Member of the tentative results of the investigation within ten (10) days of the results being known.

39.12 Pursuant to Article 39.11, the University shall either:

- a) advise the Member that discipline will not be imposed and that the investigation is closed, or
- b) inform the Member that the University believes that discipline is warranted. In this case, the University shall invite the Member to attend a meeting before the investigation is closed, and before any discipline is imposed, to allow the Member to respond.

39.13 The Member may respond in person or through an Association representative. Should the Member fail to respond to the invitation within ten (10) days or fail to attend a meeting on the matter, without reasonable excuse, the University may proceed under the terms of this Article.

Disciplinary Measures

39.15 Disciplinary measures that the University might take against a Member are limited to:

- a) written warning or reprimand;
- b) suspension with pay;
- c) suspension without pay; or
- d) dismissal for cause.

- 39.16 A written warning or reprimand shall be clearly identified as a disciplinary measure and shall contain a clear statement of the reasons for the discipline.
- 39.17 A suspension with pay is the act of the University's relieving, for cause, some or all of a Member's duties and/or entitlements without the Member's consent.
- 39.18 Dismissal means the termination of Appointment without the Member's consent before retirement/resignation or the end of the contract.
- 39.18.1 Non-renewal of a Contractually Limited Appointment does not, in and of itself, constitute dismissal. Not granting of a Continuing Appointment or Tenure to a Member does not constitute dismissal.
- 39.18.2 Grounds for dismissal of a Member shall be:
- a) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
 - b) persistent failure to discharge Responsibilities through incompetence or neglect of duties; or
 - c) abandonment of duties.

Disciplinary Process Distinct from Academic Assessments

- 39.19 a) The fact that a disciplinary measure is contemplated or has been imposed cannot be considered in Tenure/Continuing Appointment and Promotion and Annual Performance Assessment; however, the facts that resulted in, or may result in, the imposition of discipline may be considered, if relevant to an academic assessment.
- b) The existence of an academic assessment, or findings arising from an academic assessment, cannot lead to discipline unless the steps preceding discipline provided for in this Article including notice and investigation have been followed.
- c) Outcomes of the Performance Assessment Process (per 21.61 – 21.67, 28.58 – 28.64 or 33.59 – 33.63 as applicable) may be considered grounds for disciplinary action only if an overall rater of "Less than Good" is assigned, and only where there are proven and repeated concerns about performance under Article 21, 28 or 33 (as applicable).

Disciplinary Process

- 39.20 Where the University believes disciplinary action is warranted, the Member shall be notified in writing of a meeting, stating the time and place and that the Member has the right to have an Association representative at the meeting. This meeting shall take place within fifteen (15) days of the written notification of the meeting.
- 39.21 At the meeting, the University shall provide the Member with details of the disciplinary measures to be imposed and the reasons therefore.
- 39.22 Any Grievance related to a suspension or dismissal shall commence at the Formal Stage in accordance with Article 40: Grievance and Arbitration.
- 39.23 Where disciplinary action has been taken, the University shall only notify those officials with a demonstrable need to know.

- 39.24 A Member who is suspended shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 39.25 At an Arbitration or Grievance relating to discipline, the onus is on the University to prove that discipline was for just cause.

Sunset Provision

- 39.26 Any record of discipline shall be removed from a Member's Official File twenty-four (24) months after the date on which the discipline was imposed, unless the Member has been given further warnings or reprimands and the Association does not successfully grieve the matter.

Restrictions on Discipline

- 39.27 Notwithstanding 39.4, if a University rule, regulation, or policy has been violated by a Member, the University rule, regulation, or policy must have been promulgated by the appropriate authority and not be in violation of this Agreement in order for a Member to be disciplined specifically for the violation of such a rule, regulation, or policy.
- 39.28 No investigation under this Article shall be initiated by the University more than forty-five (45) days after it knew, or ought reasonably to have known, about the facts that could be the basis for discipline.
- 39.29 If disciplinary procedures are in progress while a Member is being considered for renewal, Continuing Appointment, Tenure, Promotion, or Study/Research Leave, upon request of the Member or University, the consideration may be deferred until the disciplinary process has been concluded. In cases of renewal, Tenure, or Continuing Appointment the Member's appointment shall be extended by the length of the deferral to allow for completion of the renewal or Tenure process.
- 39.30 Only the President or his/her designate may suspend or dismiss a Member.

Article 40 - Grievance and Arbitration

General

- 40.1 The Parties agree to attempt to resolve disputes arising from this Agreement amicably and promptly.
- 40.2 In order to ensure that Grievances of Members are remedied in a reasonable, just, and equitable manner, the University and the Association mutually agree that the procedure for submitting and dealing with Grievances shall be as indicated in the remainder of this Article.
- 40.3 The University agrees that at any stage of the informal resolution and/or grievance procedure, Members have the right to be accompanied by an Association designate.
- 40.4 No Grievance may proceed to the formal Grievance Procedure unless it has been assumed by the Association.
- 40.5 The time limits in the Grievance procedure may be extended only by mutual written consent of both the Provost, or designate, and the President of the Association, or designate. Similarly, no step in the grievance procedure may be waived without mutual written consent of both Parties to this Agreement. Consent to the extension of these time limits will not be unreasonably withheld.

Definitions

- 40.6 An Individual Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by one Member and initially presented to the Dean, University Librarian, or in the case of Veterinarians, Director, or designate in accordance with Article 40.9.
- 40.7 A Group Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by two (2) or more Members where the same issue is in dispute. A Group Grievance shall be initially presented to the Dean, University Librarian, or, in the case of Veterinarians, Director, in accordance with Article 40.9. If the Members are from different Colleges, a Group Grievance shall be initially presented to the Provost, or designate, and be processed at the Formal Stage as set out in this Article.
- 40.7.1 In the case of a Group Grievance, it shall be raised within thirty (30) days after the group could reasonably be expected to have become aware of the relevant circumstances.
- 40.8 A Policy Grievance is a difference arising between the University and the Association as to the interpretation, general application, or alleged violation of a specified provision or provisions of this Agreement.
- 40.8.1 Such Policy Grievances shall be submitted in writing, signed by the President of the Association, or designate, or the Provost, or designate, as the case may be, and submitted to the Manager, Faculty Relations or designate or Executive Officer of the Association or designate, as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the Grievance.
- 40.8.2 The responding party shall provide a written response within twenty (20) days following receipt of the Grievance.

40.8.3 If the Policy Grievance is not resolved, the initiating Party may notify the other Party, in writing, within twenty (20) days that it intends to proceed to Arbitration pursuant to this Article.

Informal Resolution

- 40.9 The University and the Association mutually agree that it is the desire of the Parties that differences in the interpretation, application, administration, and alleged violations of this Agreement shall be dealt with as quickly as is reasonably possible. If a Member has a complaint/dispute that may give rise to a Grievance, he/she and/or an Association designate shall first discuss the matter at a meeting arranged for this purpose with the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, within twenty (20) days after the Member would reasonably be expected to have become aware of the circumstances giving rise to the complaint/dispute.
- 40.10 The Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall be allowed ten (10) days to seek information and advice and to communicate a proposed resolution. A copy of the agreed-upon resolution, signed by the Member, the Dean, University Librarian or, in the case of Veterinarians, Director, and the Association, will be forwarded to the Member, Executive Officer of the Association, or designate, and to the Manager, Faculty Relations, or designate.
- 40.11 Failing informal resolution of the Grievance and within ten (10) days following receipt of notification of the proposed resolution under the informal process, the Association has the right to present the written Formal Grievance to the Provost, or designate, pursuant to this Article.
- 40.12 No minor technical irregularity or error shall prevent the substance of a Grievance from being heard and determined on its merits.
- 40.13 An Individual, Group, or Policy Grievance shall include the following:
- a) the date of presentation;
 - b) the nature of the grievance;
 - c) where applicable, the names of the grievor(s);
 - d) the remedy sought;
 - e) the article, section, or sections of this Agreement allegedly violated or the alleged occurrence said to have caused such Grievance;
 - f) applicable signature(s).

Formal Grievance Procedure

- 40.14 Following receipt of a Formal Grievance, the Provost, or designate shall convene a meeting within ten (10) days with the Member and/or the Association designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific Grievance. The Provost (or designate) shall reply in writing within fifteen (15) days of that meeting.
- 40.15 Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the Grievance to the next step of the Grievance Procedure. Should the grieving Party fail to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure, and has not within that period requested and been granted an extension of time

limits (extension shall not be unreasonably withheld), the Grievance shall be considered to have been abandoned.

- 40.16 In the case of a Member who has been suspended or discharged, denied Tenure/Continuing Appointment, or whose Tenure-track/Continuing Appointment-track appointment has not been renewed, the Association has the right to submit a formal Grievance in writing, signed by the Member and the Association, directly to the Provost or designate. The Provost or designate will respond within five (5) days of the date of receipt of the Grievance.
- 40.17 In all cases involving dismissal, denial of Tenure/Continuing Appointment, discipline, the burden of proof shall be on the University to establish its case.
- 40.18 The University and the Association agree that all resolutions/remedies reached under the grievance procedure between the representatives of the Parties will be final and binding upon the Parties and the Members.
- 40.19 Failing resolution of a Grievance, the University or the Association will provide notification that a matter shall be submitted to Arbitration. Such notification must be made in writing and addressed to the other party within fifteen (15) days of the date of receipt of the formal Grievance decision.

Arbitration

40.20 Powers of the Arbitrator:

- a) except as provided in this Article, the Arbitrator shall have the powers of an arbitrator as stated in the Ontario Labour Relations Act, as amended from time to time.
- b) the Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- c) in the event an Arbitrator deals with a matter relating to discharge, suspension, or disciplinary action, the Arbitrator has the authority to reinstate a Member with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable that would be consistent with the terms of this Agreement.

40.21 In arbitrations over the denial of Promotion, Tenure, Continuing Appointment, or a specific appointment, the Arbitrator shall have the jurisdiction to examine and grant a remedy on aspects of the process or decision leading to the Grievance. The Arbitrator shall not have the power to award Promotion, Tenure, or Continuing Appointment. In such circumstances, the Arbitrator may prescribe remedies, including, but not limited to, extension of the probationary period and/or remitting the case for reconsideration, possibly with different material and/or different assessors.

40.21.1 The Arbitrator may appoint an Academic Panel. The Academic Panel shall be comprised of one tenured faculty member nominated by the Association and one tenured faculty member nominated by the University. The nominees will agree to a third tenured faculty member to be chair. The decision of the Panel will be binding on the Parties.

40.22 The decision of the Arbitrator shall be final and binding upon the Parties.

40.23 All arbitration expenses, including the remuneration of the Arbitrator, shall be shared equally by both Parties, subject to the award of costs by the Arbitrator as part of the remedy.

Article 41 - Health and Safety

41.1 The University and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the University and the Members have responsibilities delineated in the *Occupational Health and Safety Act*, R.S.O 1990, c.01, as amended from time to time (hereinafter referred to as the "Act").

Responsibilities of the University

41.2 The University recognizes a responsibility to take every precaution reasonable in the circumstances to protect the health, safety, and security of Members as they carry out their responsibilities. To that end:

- a) The University shall comply with the provisions of the Act;
- b) In keeping with the provisions of the Act, the University reserves the right to give direction, including the establishment of such policies and procedures as may be considered necessary for workplace health and safety. It is agreed that before any changes are made to these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.
- c) The University shall provide Members with access to information relevant to their workplace health and safety, through the Environmental Health & Safety website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, and links to applicable Federal, Provincial, and Municipal legislation.
- d) The University recognizes and acknowledges the right of Members to be informed about hazards in the workplace and to be provided with appropriate training, and the right of Members to refuse unsafe work, consistent with the Act.
- e) The University will take those measures that it deems to be reasonable to maintain the security of the buildings and grounds, while, at the same time, maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.
- f) The University shall extend the same standards and measures regarding health and safety at the Guelph campus to any outside workplace that is managed by the University. These include but are not limited to ensuring the establishment and currency of an Asbestos Inventory and the establishment and currency of a Chemical Inventory System.
- g) The University shall establish and maintain Emergency Response Protocols. The University shall provide, to Campus Community Police, an up-to-date contact list of all Members and their workplaces. This list will be updated on a semesterly basis, or as needed.
- h) In keeping with the provisions of the Act, when circumstances require appointing a Member as a supervisor, the University shall appoint a competent Member, as defined in the Act.

41.3 The University agrees to pay the cost of Level 1 and Level 2 certification for Members on the Central Joint Health and Safety Committee, as provided by Environmental Health and Safety,

The Workers' Health and Safety Centre, or any other such agency, as recommended by the Central Joint Health and Safety Committee.

- 41.4 The University agrees to pay the cost of Level 1 certification for Members on local Joint Health and Safety Committees. The University will provide paid time off for Members.
- 41.5 The University will respond in writing, within fifteen (15) days, to all recommendations from the Central Joint Health and Safety Committee (and all applicable local Joint Health and Safety Committees). This response will include the action to be taken and the time line for its implementation, or reasons for not acting on the recommendations.

Responsibilities of Members

- 41.6 Members shall work in compliance with the provisions of the Act and in compliance with the regulations, policies, programs, and procedures specified by the University (see 41.2 (b)). Supervisors shall complete and remain current with Competent Supervisor and Due Diligence training as established and made available by Environmental Health and Safety. In addition, Members shall insist that all persons under their supervision in the workplace shall follow the applicable University Health and Safety regulations, policies, programs, and procedures and shall notify the University of any non-compliance.
- 41.7 Members shall follow safe working practices in carrying out their responsibilities and shall follow standards, rules, regulations, policies, programs and procedures regarding the use of personal protective equipment in the workplace. The Parties agree that the University shall provide, and the Members shall make use of, protective equipment, whenever such equipment is required by the legislation, or the regulations pertaining to the legislation, for the safe performance of the Member's assigned responsibilities of employment.
- 41.8 Members shall advise the appropriate Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, of any circumstance that comes to their attention that may place the health and safety of Members and/or other persons at risk in the workplace.

Central Joint Health and Safety Committee

- 41.9 The University and the Association agree to participate in the Central Joint Health and Safety Committee in accordance with the Committee's terms of reference.
- 41.10 The Association shall have the right to appoint one (1) representative to the Central Joint Health and Safety Committee.
- 41.11 The Central Joint Health and Safety Committee shall support the health and safety measures of Environmental Health and Safety and shall draw to the attention of the University any egregious or repeated violation of compliance orders. The University will respond to these orders in a timely manner.

Article 42 - No Discrimination and No Harassment

- 42.1 The University is committed to fostering a working and learning environment that allows for full and free participation of all members of the University community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermines these objectives and violates the fundamental rights, personal dignity, and integrity of individuals or groups of individuals.
- 42.2 The Parties agree to abide by the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19 (for the purposes of this Article “the Code”) and the University’s *Human Rights Policy and Procedures*.
- 42.3 Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the Code and/or the University’s *Human Rights Policy and Procedures*. The Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”
- 42.4 Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article or the Code, when it creates an intimidating, demeaning, or hostile working environment. Harassment is defined as noted in Article 42.3.
- 42.4.1 The exercise of administrative authority does not, in and of itself, constitute harassment. Communication of negative assessments arising from the exercise of academic or professional judgment does not, in and of itself, constitute harassment.
- 42.5 There shall be no discrimination, interference, restriction, or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Continuing Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Study/Research Leave, or other Leaves or Benefits, by reasons of the grounds listed below, nor shall any discrimination be exercised against or by Members in the course of carrying out their Responsibilities, by reason of:
- a) race, colour, ancestry, place of origin, ethnic origin, citizenship (except for new Appointments as provided by law); or
 - b) creed, or political affiliation or belief or practice; or
 - c) sex, sexual orientation, gender, physical attributes, marital status, or family status; or
 - d) age; or
 - e) physical or mental health disability (provided that such condition does not interfere with the ability to carry out the Member’s Responsibilities; but this exception shall not relieve the University from its duty to accommodate in accordance with the Code, or other applicable legislation); or
 - f) place of residence (see 42.7); or
 - g) membership or participation in the Association.
- 42.6 Article 42.5 does not apply to any action or decision based on a bona fide occupational requirement or qualification.
- 42.7 Place of residence shall not be considered a reason or factor unless the place of residence interferes with a Member carrying out any of his/her responsibilities.

- 42.8 The University shall ensure, in accordance with the Code, that there shall be no systemic discrimination against Members through policies, procedures, or practices that may lead to adverse job-related consequences.
- 42.9 This Article shall not infringe upon the implementation of special measures designed to assist disadvantaged persons or groups to achieve equality, including any action that has as its objective the increased representation of the four designated groups identified by the Federal Contractors Program for employment equity, namely, aboriginal people, visible minorities, persons with disabilities, and women.
- 42.10 The University, the Association, and all members of the University community share responsibility for ensuring that the work and learning environment is free from discrimination and harassment. The University bears the responsibility for offering appropriate training in the recognition of behaviours and institutional cultures that may constitute discrimination and/or harassment, and for creating suitable procedures to remove such behaviors and institutional cultures from the University's working and learning environment.
- 42.11 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for:
- a) pursuing rights under this Article; or
 - b) participation in proceedings or for assisting a person in pursuit of their rights, under this Article, or the *Human Rights Policy and Procedures* of the University, or pursuant to legislation protecting against harassment or discrimination, except as provided for in 42.10.
- 42.12 It is an offence for any person, in bad faith, to make an allegation of discrimination or harassment, or to initiate a procedure under the University's *Human Rights Policy and Procedures* or this Agreement, or to influence an ongoing procedure under this Article. If substantiated, this could be subject to discipline.
- 42.13 The Human Rights Advisory Group, which advises the Assistant Vice-President (Diversity and Human Rights) on matters pertaining to the University's *Human Rights Policy and Procedures*, as amended from time to time, shall include two (2) representatives appointed by the Association.
- 42.14 The minutes/notes of the Human Rights Advisory Group shall be forwarded simultaneously to the representatives and to the Association.
- 42.15 The Association shall be notified of all hate activities and crimes at the University, as identified by the Office of Diversity and Human Rights, and the nature of such acts.
- 42.16 Copies of all Formal Complaints made to the Office of Diversity and Human Rights involving a Member shall be sent to the Member and to the Association upon receipt. If appropriate, the complaint may be redacted by the Office of Diversity and Human Rights to retain confidentiality.

Article 43 – Accommodation of Members with Disabilities

- 43.1 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage, as articulated in the Accommodation Partnership Agreement jointly agreed upon by the parties, all Members with disabilities to avail

themselves of the services at the University that may facilitate their contributions to teaching, research, scholarship, and professional practice and service.

43.2 The Parties agree to act in accordance with applicable legislation.

43.3 No Member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for him/herself or any other person, including acting as an advocate or a witness in any proceeding resulting from an Accommodation request or complaint.

Article 44 - Maternity and Parental Leave

Eligibility and Application

- 44.1 The provisions of this Article shall apply equally to all Members except those holding Contractually Limited Appointments. For Members holding Contractually Limited Appointments, all provisions of this Article shall apply, except for Article 44.8 to Article 44.12 (Supplemental Income Benefit).
- 44.2 A Member shall give written notice to his/her Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, of his/her intention to take Maternity and/or Parental Leave normally three (3) months prior to the commencement of the Leave.
- 44.3 Where both parents are Members and are qualified to take Leave under the provisions of this Article, the Leave may be shared. In this case, both Members shall provide notification to their respective Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, three (3) months prior to the commencement of the Leave. The combined Leave provision provided to both Members shall not exceed fifty-two (52) weeks of Maternity/Parental Leave. Additional Unpaid Parental Leave may be requested as per 44.14.
- 44.4 The notice periods above may be waived if the Member stops working as a result of complications with the pregnancy or because the child comes into the care or custody of the parent sooner than expected.

Leave Provisions

Maternity Leave

- 44.5 Upon the birth of a child, a Member shall be entitled to up to seventeen (17) weeks of Maternity Leave as per the Employment Standards Act.

Parental Leave

- 44.6 For a Member who has taken Maternity Leave as provided for under Article 44.5, the Member shall also be entitled to up to an additional thirty-five (35) weeks of Leave as per the *Employment Standards Act*.
- 44.7 For a Member who is not eligible to take Maternity Leave under Article 44.5 (e.g., father, same-sex partner, or adoptive parent), the Member shall be entitled to up to thirty-seven (37) weeks of Parental Leave as per the *Employment Standards Act*.

Supplemental Income Benefit

- 44.8 Members must apply for, and qualify for, and receive, Employment Insurance (EI) benefits to receive Supplemental Income Benefits from the University.
- 44.9 To be eligible to receive a Supplemental Income Benefit, a Member shall provide appropriate documentation of the birth or adoption of a child and the receipt of EI benefits to Human Resources.
- 44.10 A Member disentitled or disqualified from receiving EI benefits is not eligible to receive Supplemental Income Benefits from the University.

- 44.10.1 Exceptions to this will be considered on a case-by-case basis for those Members who do not qualify for EI benefits, based on the criteria expected for EI eligibility.
- 44.11 During the period of Maternity and/or Parental Leave as specified above, an eligible Member shall receive from the University:
- a) for the first two (2) weeks, 100% of his/her normal salary, less any applicable EI weekly earnings;
 - b) for up to a maximum of twenty-eight (28) additional weeks of Maternity and/or Parental Leave, an amount equal to 95% of his/her normal salary, less any applicable EI weekly earnings;
 - c) for any remaining period of Parental Leave beyond thirty (30) weeks, Supplemental Income Benefits equal to 25% of her/his weekly EI earnings but no more than 100% of his/her normal salary, less any applicable EI weekly earnings.
- 44.12 The thirty-five (35) weeks of Supplemental Income Benefit provided for Maternity and/or Parental Leave under b) and c) above may be shared between eligible Members (i.e., one parent may take 20 weeks, and the other may take 15 weeks, or any combination thereof).

Additional Unpaid Parental Leave

- 44.13 All Members are eligible to apply for and be considered for Unpaid Parental Leave.
- 44.14 Unpaid Parental Leave is intended to accommodate Members who are not eligible for the Leave provisions provided under 44.5 and/or 44.6 - 44.7 or for those Members who require additional time to care for newborn or newly adopted child(ren) than provided for under the Employment Standards Act.
- 44.15 On receipt of appropriate documentation or confirmation of the birth or adoption of a child, the University will grant thirty-seven (37) weeks of Unpaid Parental Leave to Members upon notification to the Member's Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, normally three (3) months prior to the commencement of the Leave. For those Members eligible for and who have taken Parental Leave, any Unpaid Parental Leave will commence immediately following the Parental Leave.
- 44.16 Unpaid Parental Leave is available to be shared between both parents.
- 44.17 Unpaid Parental Leave is not available when a Member establishes a spousal relationship with an individual who already has a child(ren) and the Member subsequently adopts the child(ren).
- 44.18 Participation in the University Group Insurance Benefits may be continued while a Member is on Unpaid Parental Leave on a normal cost-sharing arrangement.
- 44.19 Additional Unpaid Leave may be requested by a Member under the provisions of Article 45: Leaves of Absence. Such request is made to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate.

General Provisions

- 44.20 A Member who has taken Maternity and/or Parental Leave and/or Unpaid Parental Leave will have academic decisions related to Tenure/Continuing Appointment and Promotion to Associate

Professor deferred by one year for each such Leave. Such a deferral shall be granted automatically, unless a Member requests to have the deferral waived.

- 44.21 A Member on Maternity and/or Parental Leave will continue to receive University benefits while on Leave on a normal cost-sharing basis. Participation in the Pension Plan is optional for the Member.
- 44.22 Should a pregnancy result in medical complications before or after the Maternity leave, the provisions of Article 47: Sick Leave shall apply.
- 44.23 It is expected that a Member will return to employment at the University following a Maternity and/or Parental Leave.
- 44.24 Upon return to work, a Member who has taken Leave(s) under this Article shall resume his/her position at the same rank and his/her normal salary and benefits, including any intervening salary and benefits adjustments provided for under this Agreement.

Article 45 - Leaves of Absence

- 45.1 Members may apply for a Leave of Absence without pay. An application for such a Leave will be given due consideration and may be granted where the University determines that the Leave will not interfere with operational requirements.
- 45.2 A Leave of Absence without pay shall not normally exceed one year. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, University Librarian, or in the case of Veterinarians, Directors.
- 45.3 In all cases of Contractually Limited Members, a Leave will not extend the duration of the term of appointment and will not exceed the end date of the term of appointment.
- 45.4 While a Member is on a Leave of Absence without pay, the University will not contribute towards the costs of benefits. The Member may elect to pay both the University and Member costs of benefits during the period of Leave.
- 45.5 Any application for a Leave of Absence shall be made by the Member to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate. The application shall describe the purpose and duration of the Leave. A Member will apply in writing at least six (6) months before the proposed leave is to take effect. In the case of unforeseen events/circumstances, a Member shall be permitted to apply for a Leave of Absence less than six (6) months before it would begin and this application will be given due consideration.
- 45.6 The Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall consult with the person to whom the Member reports. The Dean, University Librarian or, in the case of Veterinarians, Director, or designate, shall then approve or deny the application. Any decision not to approve an application shall be accompanied by written reasons.
- 45.7 While on a Leave of Absence, Members are not eligible for consideration for Promotion and/or Tenure/Continuing Appointment. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, at the request of the Member. In the case of a Member on a Tenure-track/Continuing Appointment-track Appointment, a Leave of Absence beyond six (6) months will extend the Tenure-track/Continuing Appointment-track Appointment by a period of one year.
- 45.8 Study/Research Leave credit shall not be earned during a Leave of Absence without pay.
- 45.9 A Member, upon returning from a Leave of Absence, shall be placed, at a minimum, at the same rank and appointment type as held at the commencement of the Leave.
- 45.10 Upon returning from a Leave, a Member will receive salary of not less than that received immediately prior to the period of the Leave, adjusted by any base salary adjustments that may have taken place in the interval.

Article 46 - Vacation and Holidays

Vacation

- 46.1 A Member's vacation entitlement shall be based on service during each Academic Year.
- 46.2 Vacation leave for Members other than those covered in 46.6 shall be:
- a) from the first year up to and including the eighth (8) year of service, vacation entitlement will be twenty-two (22) days;
 - b) from the beginning of the ninth (9) year up to and including the twentieth (20) year of service, twenty-five (25) days;
 - c) from the beginning of the twenty-first (21) year and for all subsequent years, thirty (30) days.
- 46.3 Accrual of service commences on the first day of employment. Members may utilize vacation credits, with approval, in advance of earning them with the understanding that upon termination of employment the value of any unearned vacation credits taken will be reimbursed to the University.
- 46.4 A Member shall take vacation at a time or times agreeable to the person to whom he/she reports.
- 46.5 There shall be no remuneration in excess of the annual salary in the event that a Member chooses to work through all or part of his/her scheduled vacation period.
- 46.6 A Member appointed on a contract for less than twelve (12) months shall be paid a vacation payment in lieu of a paid vacation in the amount of 8% of salary earned.
- 46.7 It is expected that a Member will take his/her vacation in the year in which it is earned. A Member may, however, carry over unused vacation days, excepting the ten (10) days required by law, into the next Academic Year, but the total vacation days carried over shall not exceed thirty (30) days.
- 46.8 Salary shall not be paid in lieu of unused vacation time.

Holidays

- 46.9 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University:
- a) any day declared as a holiday by the President; or
 - b) a statutory holiday as declared by federal or provincial authorities;
 - c) the Civic Holiday; and
 - d) any other day on which the University premises are declared closed by the President.
- 46.10 If a Veterinarian Member is required to work on a holiday as defined by Article 46.9 above, he/she may take one and one-half (1.5) days of additional paid leave at a time agreed upon by the Member and the University.

Religious Accommodation

- 46.11 A Members is entitled, upon giving due notice to the person to whom he/she reports, to rearrange his/her duties so he/she can observe the religious obligations and practices of his/her faith. For recurring religious obligations and practices, a single notice shall suffice.

Article 47 - Sick Leave

- 47.1 A Member who is absent and therefore unable to fulfill his/her responsibilities because of illness or injury shall advise the person to whom he/she reports as soon as reasonably possible of his/her absence and the expected date of return to work. The Member will provide notification as soon as reasonably possible of any change to the expected date of return to work. The University reserves the right to require medical documentation of illness or injury whenever the University reasonably considers such documentation necessary.
- 47.2 A Contractually Limited Member who is absent from work as a result of illness or injury shall receive his/her actual salary up to a maximum of fifteen (15) days in any twelve (12) month period.
- 47.3 If a Contractually Limited Member's absence due to illness or injury continues beyond fifteen (15) days, the Member will remain on Sick Leave, but without salary. Following an absence of greater than ninety (90) consecutive Calendar days, the Member may qualify for Long Term Disability as outlined in this Article. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.4 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury up to a maximum of ninety (90) consecutive Calendar days shall receive his/her actual salary and benefits except in the following circumstances:
- a) if there is a recurrence of the same or related illness or injury within thirty (30) calendar days following a Member's return to work on a full-time basis from Sick Leave, the Member is entitled to the unused portion of the original ninety (90) consecutive Calendar day period of Sick Leave;
 - b) if a Member is able to return to work on a part-time basis within the ninety (90) consecutive calendar day period, the ninety (90) consecutive calendar days will be extended by the amount of the time actually worked by the Member during this ninety (90) consecutive Calendar day period; or
 - c) if a Faculty Member or Librarian becomes ill or injured while on Study/Research Leave such that the Study/Research Leave cannot be completed, the Member shall go on Sick Leave and the provisions of Article 22: Study/Research Leave for Faculty and Article 29: Study/Research Leave and Development Leave for Librarians shall cease to apply. If 50% or more of the Study/Research Leave is unable to be completed, the Faculty Member or Librarian may apply to the Dean or University Librarian for deferral of the Leave;
 - d) for Veterinarian Members who become ill or injured while on Consultative Leave, part c) above shall apply mutatis mutandis.
- 47.5 To ensure a timely application and consideration for Long Term Disability benefits, the person to whom the Member reports will inform Human Resources (Occupational Health and Wellness) as soon as possible of the absence due to illness or injury.

Workplace Safety and Insurance Board (WSIB) Benefits

- 47.6 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first

ninety (90) consecutive calendar days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after ninety (90) days, the Member shall receive benefits directly from the WSIB.

- 47.7 A Contractually Limited Member who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first fifteen (15) days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after fifteen (15) days, he/she shall receive benefits directly from the WSIB.

Long Term Disability (LTD)

- 47.8 If a Member's absence due to illness or injury continues beyond the ninety (90) consecutive Calendar days of Sick Leave, the Member may qualify for LTD only in accordance with and to the extent of the terms of the legislation and/or LTD benefits policy in effect.
- 47.9 When a Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment and is absent due to illness or injury beyond ninety (90) consecutive calendar days of Sick Leave but does not qualify for LTD, the Member will remain on Sick Leave following the ninety (90) consecutive calendar days, but without salary. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.10 For Contractually Limited Members, if eligible, LTD benefits will cease at five (5) years. If the end of the contract has been exceeded at the time LTD benefits cease, the Member will be deemed terminated.
- 47.11 During the period of LTD, the University shall pay the employer and employee contributions for all benefits except optional benefits. Pension contributions and basic life insurance premium contributions are based on the Member's pre-disability salary.
- 47.12 During periods of LTD, there will be no service accrual toward eligibility for Study/Research Leave, Consultative Leave or Transition Leave.

Return to Work

- 47.13 In all cases, the return-to-work program shall be consistent with the Parties' duty to accommodate in accordance with the *Ontario Human Rights Code*.
- 47.14 Before a return to work following an absence of more than fourteen (14) calendar days due to illness or injury, or where the University has reason to believe that the Member may require accommodation, the University may require documentation stating that the Member is able to return to work without restrictions or that he/she is able to return to work, with the nature and duration of any work restrictions described.
- 47.15 If a Member is to return to work with restrictions, the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall contact Occupational Health and Wellness before the Member's return to work to meet and discuss any accommodations required for his/her return to work.

Article 48 – Family Medical Leave and Personal Emergency Leave

Family Medical Leave

Purpose

48.1 Family Medical Leave may be taken to provide care or support to family members to whom a qualified health practitioner has issued a certificate indicating that he/she has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

Process for Approval

48.2 Members requiring Family Medical Leave shall notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible, providing the certificate (per Article 48.1) issued by a qualified health practitioner.

48.3 A family medical leave may last up to eight (8) weeks within a specified twenty-six (26) week period and does not have to be taken consecutively. Such Leave will be with pay.

Personal Emergency Leave

Process for Approval

48.4 The Dean, University Librarian, or in the case of Veterinarians, Director shall determine the appropriate duration of the Leave, to a maximum of ten (10) days, after consultation with the Member. Such Leave will be with pay.

48.5 A Member is entitled to a maximum of ten (10) days of Personal Emergency Leave. Personal Emergency Leave may be taken for such grounds as injury, medical emergency, death, illness, or other urgent matters relating to family members (per Article 48.4). The Member shall inform the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible of the need to take such leave. A Member may, subject to written approval by the Dean, University Librarian, or in the case of Veterinarians, Director, receive pay during such leave under the terms of this Article.

Article 49 - Court Leave

- 49.1 Members who are called for jury duty, or issued a summons by a court or any body in Canada with powers of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible after its receipt, and shall supply the Dean, University Librarian, or in the case of Veterinarians, Director, or designate, with a copy of the summons.
- 49.2 Leave shall be considered leave with pay provided that the Member is not currently on a Leave of Absence without salary and that upon return he/she provides the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, verification from the court or other body stating the period of jury duty or subpoenaed service.
- 49.3 This Article does not apply to Members summoned to any Arbitration proceeding between the University and the Association.

Article 50 - Political Leave

- 50.1 A Member who becomes a candidate for full-time public office shall be granted, upon request, a paid temporary Political Leave for the period from the issuance of the election writ to the day following the election. The Member shall, in consultation with the person to whom he/she reports, make efforts to ensure that, during the period of the Leave, the effects of his/her absence upon responsibilities and assigned duties may be minimized.
- 50.2 A Member campaigning for election to public office shall speak and write as a private citizen and not as a representative of the University.
- 50.3 A Member applying for leave under this Article shall give reasonable notice of his/her intention to stand for public office to the Dean, University Librarian or, in the case of Veterinarians, Director.
- 50.4 A Tenured or Continuing Appointment Member who is elected to full-time public office shall be granted leave without salary and benefits for the duration of the term of public office. While the Member is on Leave without pay, the University will not contribute towards the costs of benefits, including pension. The Member may elect to pay the cost of benefits and/or pension contributions during the period of the Leave.
- 50.5 The leave under Article 50.4 shall end when the Member's first public office term expires or if the Member successfully seeks subsequent terms of office. Any extension of leave beyond five (5) full years will be at the discretion of the Provost.
- 50.6 The Member upon making a request to the Dean, or University Librarian or in the case of Veterinarians, Director, returning to the workplace no later than two (2) weeks following the expiry of the Leave, shall be reinstated to his/her previous Appointment.

Article 51 - Research Policies

Human Subjects

- 51.1 The Parties agree that *Tri-Council Policy Statements (TCPS)* and other legislated requirements shall be the sole basis for any new or revised policy, procedure, or regulation for research involving human subjects.
- 51.2 Following a decision of the Research Ethics Board Appeal Committee, a Member has the right to grieve. The Grievance will only be heard if it is based on a complaint of procedural defect or irregularity in the process that led to the decision.

Animal Care Policy

- 51.3 The Parties agree that the appropriate care of, and respect for, the animals involved in research, teaching, and extension activities is central to the *University Animal Care Policy and Procedures*, as may be revised from time to time.
- 51.4 The Parties agree that the *University Animal Care Policy and Procedures, 2006*, as amended from time to time, is intended for application within the context of academic freedom.
- 51.5 Decisions of Animal Care Committees may be appealed through Article 40: Grievance and Arbitration. The Grievance will only be heard if it is based on a complaint of procedural defect or irregularity in the process which led to the decision.
- 51.6 It is agreed that before any changes are made to the *University Animal Care Policy and Procedures*, the Association will be notified and meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

Article 52 - Intellectual Property

Preamble

- 52.1 The Association and the University recognize that the common good of society is served by the unfettered search for knowledge in all fields of study, and by its public exposition.
- 52.2 The University and the Association are committed to preserving the principles of academic and intellectual freedom and ensuring that all Creators of Intellectual Property have their rights protected.
- 52.3 The fundamental principle of the University's policy with respect to ownership is that Intellectual Property is owned by the Faculty Members, Librarians, Veterinarians, staff and student Creator(s) who create it, subject only to the specific exceptions set out in this Article (i.e., 52.9.3 and 52.10.2).
- 52.4 The development of Intellectual Property rights is not a basic purpose of University Activities, including research, nor is it a condition for support of such activities. The University agrees that UGFA Members will have no obligation to seek Intellectual Property rights for the results of University Activities, or to modify research to enhance such rights. Members may have an opportunity to engage in commercial exploitation of his/her Intellectual Property, but no Members will be obliged to engage in commercial exploitation of his or her scholarly work or to provide commercial justification for it, except as agreed to by the Member in any grant application, award, or Contract.
- 52.5 Issues relating to disputed ownership of Intellectual Property, the transfer of rights relating to Intellectual Property (including licensing), and the allocation of any revenue from Intellectual Property, will be decided in a fair and equitable manner.
- 52.6 **Definitions**
- 52.6.1 "Creator" means the person or persons who creates, conceives, designs, discovers, develops, or authors Intellectual Property.
- 52.6.2 "Extraordinary Support" means University funds, personnel, facilities, equipment, and other resources that are provided to a Member to a degree that is significantly in excess of that available to all Members. Extraordinary Support does not include University support in the form of the Member's regular salary, stipends, allowances, benefits, paid or unpaid leaves or reassigned time, personnel, facilities, equipment, and other resources regularly funded by the activities of the Member's department, the normal use of University's library and computer facilities, and the University support accessible in connection with normal duties or academic instructional programs involving the Member. Such "Extraordinary Support" will be recognized by all parties through the signing of a Contract before such support is provided.
- 52.6.3 "Intellectual Property" means any result of intellectual or artistic activity including:
- 52.6.3.1 inventions, arts, processes, machines, manufacturers, compositions of matter and improvements, and Works;
- 52.6.3.2 proprietary information, trade secrets, and know-how;

52.6.3.3 industrial designs, artistic designs;

52.6.3.4 tangible research property including integrated circuit topography, biotechnology and genetic engineering products (including plant cultivars and germ plasm), engineering drawings, engineering prototypes and other property that can be physically distributed whether or not any such property is registrable or registered, or the subject of applications for registration, and all other products of research or discovery that are protected by law, including by a statutory regime, or which may be licensable.

52.6.4 “Moral Rights” means the Canadian statutory rights of an author of a Work in which copyright subsists to be associated with the Work and to prevent the distortion, mutilation, or modification of the Work to the prejudice of the honour and reputation of the author.

52.6.5 “University Activities” means activities that are carried out by Members, staff, and students in the course of their employment or association with the University, or using University funds, facilities, equipment, or other resources.

52.6.6 “Contract” means a written agreement between a Member and the University or the Member and any Person or the University and any Person, including the terms of any award or grant, including the OMAFRA Agreement.

52.6.7 “Person” means any individual, firm, corporation, or other legal entity not a party to this Agreement.

52.6.8 “Copyright” means the sole right to produce or reproduce a Work or a substantial part of it in any form.

52.6.9 “Work” means 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);

Right to Publish

52.7.1 The University is an open environment for the pursuit of scholarly work. Academic freedom and critical inquiry implies the communication of the findings and results of intellectual investigation. The University shall not interfere with a Member’s freedom to publish the results of scholarly inquiry and research, except for limitations imposed by duly constituted university research ethics boards, or in accordance with the terms of an

agreement of confidentiality, Contract, or conditions under which a grant is accepted by a Member.

52.7.2 The Parties agree that where an external sponsor wishes to delay publication of work received under a Contract with the sponsor, in no case shall publication be delayed longer than twelve (12) months from the date of submission of the final work to the sponsor. In exceptional cases, and with the agreement of the Member and the Vice-President (Research), this may be extended for a further twelve (12) months, to a total of twenty-four (24) months.

52.7.3 Members have the right to accept grants and Contracts that do not necessarily result in publication.

Right to Disclose Risks

52.8 Members have the absolute right to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research. Members shall disclose this information to the University and any pertinent regulator prior to, or simultaneously with, the public disclosure. It is expected that a Member will not sign a confidentiality agreement contrary to this Right.

Copyright

52.9.1 Copyright applies to all original literary, dramatic, artistic, and musical works as well as sound recordings, performer's performances, and communication signals.

52.9.2 All Copyright belongs to the Member or Members who create the Work even if it is produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:

- a) there is a written Contract to the contrary, between the Member(s) and the University, or between the Member(s) and the University and a third party that assigns the ownership rights of the copyright material to the University or the third party;
- b) the University provides "Extraordinary Support". In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenues deriving from the copyright material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year. All agreements between a Member or Members and the University pursuant to this paragraph shall be in writing and shall be copied to the Association.

52.9.3 No Contract or written agreement between the University and a Member shall contain a clause waiving moral rights.

52.9.4 In the event that a Work is the creation of more than one Member, the provisions of this article shall apply on a pro rata basis to all the creators of the work, unless a written agreement among the Members or Contract states otherwise.

- 52.9.5 In the event that the University or assignee relinquishes its rights in any Work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 52.9.6 The University agrees that all rights in the copyright to lectures and other Works (per 52.9.2) prepared by and/or delivered by a Member in association with his/her teaching assignments(s) shall vest in the Member.
- 52.9.7 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 materials 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 materials produced and designed to assist in the day-to-day administration, operation, and/or management of the University's affairs.
- 52.9.8 Where copyright has been assigned to the University by a Member(s), the University shall inform the Association and the creators, in writing, of any agreements the University enters into purporting to assign copyright materials to any Party except that Member(s).
- 52.9.9 A Member who creates a copyrighted Work in the course of his/her normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable license to use such Works in other, non-commercial teaching and/or scholarly, research or creative activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication. This license shall not apply to a Member's personal documents, including unpublished lecture notes, course notes, lab notes or any Work in progress. The Member may withdraw the right to use such Work because of dating or other bona fide scholarly reasons provided that the Member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

Patents and Trademarks

- 52.10.1 The discovery of patentable inventions and the creation of associated or individual trademarks is not a basic purpose of university research, nor is it a condition for support of such research. The University agrees that the Member shall have no obligation to seek patent or trademark protection for the results of scientific activity or to modify research to enhance patentability. When a Member has an invention, process, or product which he/she believes has a reasonable prospect of being protected and intends to take steps to do so, he/she is obliged to disclose this, in writing, to the University. The University further agrees that the Member has the unqualified right to publish his or her inventions, processes, or products. This article applies to any result of intellectual or artistic activity created by a Member or Members that can be owned by a person, excluding know-how, data, and Work to which copyright alone attaches.
- 52.10.2 All inventions, processes and products belong to the Member or Members who create them even if they are produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:
- a) there is a written Contract to the contrary between the Member(s) and the University (e.g., with respect to the OMAFRA Agreement), which obliges the ownership rights to be assigned to the University or another party;

- b) the University provides “Extraordinary Support”. In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenue deriving from the patentable or trademarked material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year.

52.10.3 A Member shall disclose potential intellectual property as soon as reasonably possible and prior to filing a patent or trademark application whether it refers to an invention, process, improvement, design, or development made with the support of the University. At that time, the Member shall disclose any Contract that may be relevant to the development of the Intellectual Property and shall assert at that time the identity of the Creators and owners of the Intellectual Property. If the University fails to challenge in writing the assertion of the Member within three (3) months of the receipt of notification of the above noted disclosures and assertions, 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 as described in this section shall maintain the University's rights until such notification. The burden of establishing the amount of Extraordinary Support incurred by the University shall lie with the University.

52.10.4 A Member may, at his/her sole discretion, make his/her own arrangements for an application for patent or trademark and for the commercial exploitation of any invention, improvement, design or development so patented or trademarked, at his/her sole expense.

52.10.5 A Member may, at his/her sole discretion, enter into a Contract with the University to use the services of the Research Innovation Office. The University and Member will come to an agreement on the cost-sharing plan for patent or trademark and potential commercial exploitation.

52.10.5.1 Members have the right to invoke the Dispute Resolution Process where the Member believes that the University has failed to bring appropriate skill and effort to bear on the exploitation over a period of time.

52.10.6 The Member shall grant to the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use solely for the University's internal use any patented / trademarked invention, process, improvement, design, or development when such was made, discovered, or developed using University facilities, support personnel, support services, equipment or materials. Such right shall not include the right to exploit commercially any such invention, process, improvement, design or development, or to licence anyone to do so, except as allowed in this Article.

52.10.7 Any revenue that the University may receive under the terms of this Article shall be dedicated to research and other forms of scholarly activity, and the Association shall receive notice of same.

52.10.7.1 In the event that an invention, process, improvement, design, or development is the creation of more than one Member, the provisions of this article apply on a pro rata basis to all Members who created the invention, process,

improvement, design or development unless a written agreement or Contract states otherwise.

52.10.8 In the event that the University or assignee relinquishes his or her rights in any work, all Intellectual Property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

Written Agreements or Contracts

- 52.11 On or before March 31 of each year of this Collective Agreement, the University will provide to the Association a list of every Contract, including those covered by the OMAFRA University of Guelph Agreement (Schedule N), and for each agreement the names of Members and any third parties, and the share of cost and proceeds.
- 52.12 When the University and a Member(s) seek to enter into an agreement or Contract, the agreement or Contract must contain explicit information and undertakings with respect to the following:
- a) the identities of those entering into the agreement;
 - b) any support and/or resources that are being provided, beyond those normally available to Member(s);
 - c) the deadlines agreed to by the Parties;
 - d) the Member(s) responsible for the creation of the Work shall retain the exclusive right to rework, revise, or amend any Work, and to be fairly compensated;
 - e) provision with respect to the right of others at the University to make reproductions of the Work to use in teaching, scholarship, and research;
 - f) the duration of the agreement and the process for its revision;
 - g) provision for the disposition of materials produced under the agreement if the agreement is not renewed.
- 52.13 Subject to 52.10.2, the University shall not enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the Intellectual Property rights of a Member, unless the Member agrees in writing.
- 52.14 Any Member entering into a collaboration with another Member together with other employees of the University, or with a person or persons external to the University, will, prior to the commencement of the collaboration, inform all collaborators that, where there is no written agreement to the contrary, the provisions of this Article will apply.
- 52.15 The name "University of Guelph" and abbreviations thereof, and the logos of the University of Guelph and their component parts, are trademarks and service marks of the University and are owned by the University. Members will take all reasonable and practicable steps to ensure that the name of the University and such other trade-marks and service marks are not used in connection with Intellectual Property without the prior written agreement of the University. No statement made by a Member with respect to Intellectual Property may, in any way, imply approval, promotion, or use of such Intellectual Property by the University without the prior written agreement of the University. Notwithstanding the foregoing, nothing shall prevent a Member from stating his/her employment, rank and title in connection with Intellectual Property.

52.16 This Article does not affect the ownership, revenue or other rights and obligations of the University, the Association, and Members with respect to Intellectual Property that is the subject of any Contract dated, or any disclosure to the University made, prior to March 31, 2009.

Dispute Resolution

52.16.1 Every effort shall be made by all parties acting in good faith to resolve disputes at the lowest level possible. If the dispute is resolved through such means, the settlement shall be reduced to writing and a copy provided to the Faculty Association.

52.16.2 If Agreement cannot be reached, the Member may bring the matter before the Association to consider the filing of a grievance as per Article 40: Grievance and Arbitration.

52.16.3 In the event that the Canadian Copyright Act or Patent Act or other similar intellectual property legislation is amended to the extent that this Article requires revision, the parties shall re-open the negotiation of this Article.

Article 53 - Compensation

53.1 Compensation rates for Study/Research Leave for Faculty, Study/Research Leave and Development Leaves for Librarians, and Consultative Leave for Veterinarians shall be at 100% salary.

Salary General

53.2 The University shall not offer and a Member shall not receive any compensation except as provided for in this Agreement. No Member's salary shall be reduced as a result of the application of this Agreement.

53.3 Salaries shall be adjusted as specified in this Article, and the adjusted salaries shall take effect as of July 1, unless otherwise specified in this Article. Salary adjustments for individual Members shall include one or more of the following components applied in the following order:

- a) Cost of Living Increase;
- b) Promotion Increase, if any, applied to base salary;
- c) Annual Career Increment;
- d) Performance Increase, if any, applied to salary.

53.4 A Member's starting salary shall be established on an individual basis through negotiation between the University and the Candidate. All offers shall be sent to Candidates in a standard Appointment letter as per Article 19: Faculty Appointments, Article 26: Librarian Appointments, Article 32: Appointments for Veterinarians. Candidates will be provided the contact information for the Association prior to signing of an agreement. With the exception of Article 53.4.1 (below), no Member shall be paid a salary below the floor for his/her rank.

53.4.1 The parties recognize that the appropriate prorating of a salary in accordance with an approved reduction in workload may result in a salary below the floors set out in Articles 53.5 and 53.6.

53.5 The Salary Floor for Faculty and Veterinarian Members shall be:

Rank	2017/2018	2018/2019	2019/2020	2020/2021
Professor or Veterinarian	\$99,918	\$101,417	\$102,939	\$104,484
Associate Professor or Associate Veterinarian	\$91,768	\$93,145	\$94,543	\$95,962
Assistant Professor or Assistant Veterinarian	\$86,789	\$88,091	\$89,413	\$90,755

53.6 The Salary Floor for Librarian Members shall be:

Rank	2017/2018	2018/2019	2019/2020	2020/2021
Librarian	\$84,221	\$85,485	\$86,768	\$88,070
Associate Librarian	\$75,249	\$76,378	\$77,524	\$78,687
Assistant Librarian	\$69,768	\$70,815	\$71,878	\$72,957

Base Increases - Cost of Living Increase

53.7 Prior to the application of any salary increase (including Annual Career Increments and any applicable Performance Increase), the base salary of each Member will be increased effective the dates set out below:

July 1, 2017: 1.25%
July 1, 2018: 1.50%
July 1, 2019: 1.50%
July 1, 2020: 1.50%

53.8 Faculty, Librarian, and Veterinarian Members' base salaries as at June 30, 2017 shall be used as the starting point for the application of the salary increases set out above.

Annual Career Increment

53.9 Subject to Article 53.10 below, the base salary of each Member shall be increased as follows:

July 1, 2017: \$2,550
July 1, 2018: \$2,550
July 1, 2019: \$2,550
July 1, 2020: \$2,650

53.10 Where a Member has been given a performance rating of "Unsatisfactory", the Provost may, after having given due consideration to mitigating circumstances, and following any appeal provided for under Articles 21, 28, or 34, withhold, in whole or in part, the Annual Career Increment provided for in Article 53.9. The decision of the Provost is subject to the Grievance procedure.

53.10.1 If in the off-year assessment by the Tenure and Promotion Committees, the recommendation arising is that the Member has made satisfactory progress regarding the areas of concern identified by the College Committee in the biennial performance assessment, and the Provost accepts the recommendation, the Member shall receive his/her ACI for that year. Should the Provost not accept the recommendation, written reasons shall be provided.

Performance Increments

53.11 A performance-based recognition fund will be established and shall be awarded as one-time lump sums on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020 respectively on the basis of performance evaluations for each Faculty, Librarian, and Veterinarian Member as

follows: The performance increment pool shall be established by multiplying the applicable value (below) by the total number of all Members on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020, respectively.

July 1, 2017: \$800

July 1, 2018: \$900

July 1, 2019: \$1,000

July 1, 2020: \$1,100

- 53.12 The performance fund pool shall be divided among Faculty, Librarian, and Veterinarian Members whose performance rating is “Very Good” or “Outstanding” as follows:
- a) Members whose performance rating is “Very Good” shall be assigned a score of “1.0 point”;
 - b) Members whose performance rating is “Outstanding” shall be assigned a score of “2.0 point”;
 - c) the scores of all Members shall be added to determine the total of performance rating points;
 - e) each Member whose performance has been rated as “Very Good” shall receive a salary adjustment in the form of an increment equal to the value of one performance rating point in each year;
 - f) each Member whose performance has been rated as “Outstanding” shall receive a salary adjustment in the form of an increment equal to the value of two performance rating points.
- 53.13 All Members shall receive written reasons that set out the basis upon which their performance has been judged in accordance with Article 21: Tenure, Promotion, and Review for Faculty Members, or Article 28: Continuing Appointment, Promotion and Review for Librarians, or Article 34: Continuing Appointment, Promotion and Review for Veterinarian Members.
- 53.14 For the purpose of awarding performance increments, Faculty, Librarians, and Veterinarian Members will be provided a rating of either “Unsatisfactory,” “Improvement Required/Developmental,” “Good,” “Very Good,” or “Outstanding,” and shall not be ranked within these performance categories.
- 53.15 Performance increments shall be awarded by the Dean, University Librarian, or, in the case of Veterinarians, Director, consistent with the procedures for Performance Review of Members in Article 21: Tenure, Promotion, and Review for Faculty Members, or Article 28: Continuing Appointment, Promotion and Review for Librarians, or Article 34: Continuing Appointment, Promotion and Review for Veterinarian Members.

Promotion

- 53.16 Faculty, Librarian, and Veterinarian Members promoted to the rank of Associate Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$2,400 and the difference between the Member’s current salary and the new salary floor for the rank into which he/she is being promoted. Faculty, Librarian, and Veterinarian Members promoted to the rank of Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$4,000 and the difference between the Member’s

current salary and the new salary floor for the rank into which he/she is being promoted. Promotion increases shall be awarded in addition to the Member's normal ACI and Performance Increment.

Provost Recruitment and Retention

- 53.17 a) Where a Faculty Member provides the University with a written offer of employment from another educational institution that provides for a salary in excess of his or her current salary, the Provost has the discretion to match the salary being offered to the Faculty Member.
- b) The Association will be informed of the University's decision.

Research Chairs

- 53.18 A Research Chair is an academic Appointment that is funded from internally or externally designated funds. Funds designated and restricted for this purpose could include those from government, public, private, or endowed funds. Research Chairs include, but are not limited to, Canada Research Chairs, and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).
- 53.19 Any process to award an internally funded Research Chair shall be fair and transparent.
- 53.20 Chairholders shall normally be appointed at salaries comparable to those of other faculty with similar qualifications and experience. Research Chair appointment letters shall be copied to the Association.
- 53.21 To be competitive in recruiting and retaining top scholars, and to recognize the distinction of holding a chair, Chairholders may be eligible for a Research Chair Supplement for as long as they hold the Chair. The value of the annual Supplement shall be established at the time of appointment.
- 53.22 This Supplement shall not form part of the base salary, meaning that when the Member ceases to be a Chairholder the Member will no longer be eligible to receive the Supplement.

Overload Stipend

- 53.23 Faculty Members teaching overload courses shall receive a stipend of \$8,000 for each course taught that is considered a full course weighting in the Academic Unit in which the teaching is assigned. Overload courses are those that are assigned above the Teaching DOE in place for the Faculty Member. No overload courses will be assigned without approval of the Dean, and a Member may teach a maximum of one Overload course per academic year.

Remuneration of Chairs/Directors and Librarian Administrative Appointments

- 53.24 A Faculty Member who is a Department Chair or Director of a School shall receive an annual stipend. The amount of the Stipend shall be a minimum of \$12,000 for his/her first term as Chair, and a minimum of \$14,000 for his/her second term as Chair. The actual stipend amount shall be determined by negotiation between the Faculty Member and the Dean at the time of appointment to the position of Chair.
- 53.25 A Librarian holding an Administrative Appointment shall receive an annual stipend. For all Librarians who hold an Administrative Appointment, or subsequently assume an Administrative Appointment during the term of this Agreement, the amount of the stipend shall be a minimum of:

Level I: \$5,500 with a minimum of \$7,500 for his/her second term
Level II: \$7,500 with a minimum of \$9,500 for his/her second term
Level III: \$10,500 with a minimum of \$12,500 for his/her second term

The actual stipend amount shall be determined by negotiation between the Librarian and the University Librarian at the time of appointment to the administrative position.

On-Call and Emergency

- 53.26 A Veterinarian or Faculty Member who is required by the University to be on call for the provision of emergency services in the OVC-HSC or AHL shall be remunerated at the rate of \$50 per day.
- 53.27 Veterinarian Members in the OVC-HSC and Faculty Members who are required by the University to provide emergency services outside of their regular hours shall be remunerated at a rate per hour for providing service as follows:
- a) In-house services (Large Animal Clinic): \$250/hour
 - b) In-house services (Large Animal Clinic, production animals): \$150/hour
 - c) In-house services (Small Animal Clinic): \$300/hour
 - d) Field Service: \$150/hour.
- 53.28 Veterinarian Members in the AHL who are required by the University to provide emergency services outside of their regular hours shall be remunerated at \$150/hour spent directly involved in providing the service.

Benefits

- 53.29 All existing benefit plans available to eligible Members as at June 30, 2017 shall continue unchanged, except as modified by this Agreement.
- 53.30 Other plans or programs, such as, but not limited to, Employee Assistance Program, Athletic Fee Subsidy, etc. shall continue unchanged, except as modified by this Agreement.
- 53.31 For purposes of the Extended Health and Dental benefits, "spouse" means the Member's spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with, and has been living with, the Member in a conjugal relationship.
- 53.32 Members who continue to hold Tenure-track/Continuing Appointment-track or Tenured/Continuing or Contractually Limited Appointments beyond their normal retirement date are entitled to receive the same benefits coverage as they held at their normal retirement date.
- 53.33 Notwithstanding the provisions of 53.29 of this Article, Long Term Disability benefits and Life Insurance end at a Member's normal retirement date.

Post-Retirement Benefits

- 53.34 Members who are employed on or after July 1, 2008 are eligible for post-retirement benefits if they have at least ten (10) years of pensionable service with the University.

Tuition Waiver

53.35 Tuition assistance will be available to all full- and part-time tenured/continuing appointment and tenure-track/continuing appointment-track Members. A maximum of two course credits offered by the University of Guelph will be eligible per semester, with a maximum of 4.0 courses per calendar year. In addition, currently employed Members will be eligible for tuition rebates of 90% of the tuition fees for off campus courses up to a maximum of \$1,200 per year.

53.35.1 Under this plan, the taking of credit or non-credit courses at the University or the taking of off campus courses, must complement Member's present or possible future responsibilities to the University or career path. The tuition waiver assistance will require approval of the Dean (for Faculty Members and Veterinarians in the OVC-HSC and OAC), the University Librarian (for Librarians), and the AVPR (for Veterinarians in the AHL).

Professional Development Reimbursement (PDR)

53.36 Each eligible Member may claim reimbursement of eligible expenses up to a value of:

July 1, 2017: \$2,000
July 1, 2018: \$2,050
July 1, 2019: \$2,100
July 1, 2020: \$2,150

53.37 The pool of monies for allocation for PDR for a particular year (May 1st to April 30th), will be taken as of September 15th. To be eligible for PDR, a Member must hold a:

- a) Tenure-track/continuing appointment-track or tenured/continuing appointment position;
or
- b) Contractually limited appointment of one year or more.

53.38 For Contractually Limited Members and all other Members who are on an approved reduced workload NOT related to medical or human rights reasons, PDR shall be pro-rated in accordance with the Member's percentage workload.

53.39 For newly appointed Members hired after September 15th, a pro-rated amount calculated as: (Months remaining to April 30th from Date of Hire/12) x (Annual PDR Allocation) shall be made for the initial PDR fund allotted.

53.40 Members who are retiring or resigning shall receive in their year of retirement a pro-rated amount calculated as: (Number of months worked in final PDR year/12 x Annual PDR Allocation).

General Terms and Procedures:

53.41 PDR funds will be distributed to Members as per the terms of this Article.

53.42 Each eligible Member is allotted the sum (effective May 1 of each year for the duration of the Agreement) for Professional Development Reimbursement per fiscal year (May 1 to April 30). Reimbursement charged to this allotment must be for actual expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. The use of these funds must relate directly to the Member's teaching, scholarship, service, or professional practice activities under his/her general University responsibilities.

- 53.43 The exception to this is that one annual transfer to trust/research accounts will be permitted; however, the transfer must be for allowable expenses according to the current policy and a transfer must specify the items for which the funds have been expended.
- 53.44 Items purchased with these funds that have a continuing value remain the property of the University.
- 53.45 Items for which reimbursement may be claimed are restricted to the following:
- a) Books, Journal subscriptions;
 - b) Research equipment and instruments (including computer software or maintenance, personal computers and ancillary equipment, and typewriter or computer repairs and maintenance.);
 - c) Tuition/training fees which are related to the professional discipline of the Member;
 - d) Memberships in professional associations or learned societies;
 - e) Conference registration fees and travel;
 - f) The premium cost of property insurance (such as that offered by CAUT) to protect professional material and equipment.;
 - g) The purchase cost of personal computers and ancillary equipment needed in the pursuit of University related professional activities;
 - h) Up to \$100 may be used as a flexible allowance for out-of-pocket expenses associated with University recreational facilities. (If used, this reimbursement is considered a taxable benefit by Canada Revenue Agency.)
 - i) the cost of home internet provider services as an eligible expense subject to Canada Revenue Agency (CRA) regulations.

Timing and payment of PDR:

- 53.46 Due to administrative costs it is hoped that Members would, whenever possible, submit one claim for the PDR, but no more than 2 claims per fiscal year. Other variations regarding timing and payment of PDR include the following:
- a) Unused PDR up to a maximum of two year's full PDR may be carried forward to the next year so that a maximum of three year's PDR be available at any one time. At the start of any fiscal year (May 1), any unused PDR exceeding the two-year maximum will be allocated to the Library's acquisition budget.
 - b) Each eligible Member may submit up to two claims for reimbursement within a fiscal year (May 1 to April 30) up to the maximum PDR, subject to the maximum carry-over provision. Such claims must be for actual University-related business expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. Where eligible actual expenses exceed the PDR allocation in any fiscal year, individual Members may submit the residual expense amount consistent with established University reimbursement procedures in only the following fiscal year.
 - c) Single purchase expenses (i.e., one time out-of-pocket equipment or similar large expenses that exceed the annual PDR) may be carried forward for a maximum of three

years for reimbursement. (Departments will maintain appropriate carry-forward records/receipts.)

- d) Two or more Members may submit a combined application for reimbursement, provided the specific uses of the funds are covered by this policy. Such a submission may be up to a maximum of N x \$PDR (N = the number of submitters)
- e) Subject to the approval of the appropriate Department Chair, Supervisor, or Director, Members may transfer to a colleague his/her entitlement for a particular year. Such a transfer must be based on the agreement that it will be reversed within a three-year period.

Pension

53.47 Plan text amendments (except those required by legislation) for the Professional Pension Plan that would modify the benefit levels for the plan for Members shall require the written agreement of UGFA.

Member Contributions

53.48 Schedule of Rate Changes

The Parties agree that the maximum contribution rates of Members shall be adjusted as follows:

Date	Below YMPE	Above YMPE
July 1, 2017*	7.78%	9.48%
July 1, 2018	8.18 %	9.88%
July 1, 2019	8.58%	10.28%
July 1, 2020	8.99%	10.69%
*current rates		

53.48.1 The rates listed above are established as maximum Member contribution rates under this Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the Member rates. Precise determination of any adjustments to Member contribution rates will be made on the advice of the Plan Actuary with due consideration being given to the importance of recognizing earnings below and above the YMPE and any applicable legislative requirements. Member Rates will be approved by the Board of Governors Pension Committee through normal processes to change the Professional Plan's text necessary to reflect the new Member Rates.

53.48.2 Subject to the terms of the Letter of Understanding 10 (Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members), the Parties agree in principle to pursue a negotiated framework for the sharing of Normal Actuarial Cost of Professional Pension Plan through collective bargaining. Under this framework, should the most current valuation report filed on prior to July 1 of each year show an increase in the University's Normal Actuarial Cost to a level above 100% of the Member contribution rates specified above, the University will meet with the Joint Working

Committee on Pensions (constituted under LOU 10) to review the applicable valuation results, including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the Plan's actuary who certifies the new Normal Actuarial Cost requirements in respect of the UGFA Members, including a summary of the underlying UGFA membership data used to prepare the valuation results and all other relevant data reasonably required to make such determination.

53.48.3 Pending such certification of results by the Actuary, and the approval by the Board Pension Committee as described under 53.46.1, Member contribution rates will increase sufficient to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of member contributions at the time of the valuation. Under this calculation, Member contributions will be subject to a maximum increase of up to 0.4%, to be implemented effective July 1, 2018 and July 1, 2019, and a maximum increase of up to 0.41% to be implemented effective July 1, 2020.

Early Retirement Provisions

Phased Retirement for Tenured or Continuing Appointment Members

53.49 With the elimination of mandatory retirement and the desire to provide for position planning, the University has options that will create the opportunity to determine dates for voluntary retirements or resignations. This applies to Tenured Faculty, Librarians and Veterinarians with a Continuing Appointment.

53.50 Definitions:

- a) Normal Retirement: Under University pension plans, the normal retirement date is age 65(eligible for unreduced pension). An individual Member may choose to retire on either the first of the month following the month in which the individual turns 65 or the end of the semester in which the Member turns 65;
- b) Early Retirement: Members may be able to prior to the Normal Retirement age subject to the provisions of the University's pension plans.
- c) Postponed Retirement: is a retirement date effective after a Member's normal retirement date. Members postponing retirement will be expected to carry out the normal range of duties and responsibilities until they retire;
- d) Phased Retirement: Members may be able to commit to a period of Reduced Workload in accordance with Article 54: Reduced Workload, after which period of time they would retire or resign.

Phased Retirement Option

53.51 This is available to Members who hold full-time Tenured or Continuing Appointments (regardless of funding) who are between the ages of 55 and 67 (at the beginning of the period of Reduced Workload) and have completed ten (10) years or more of pensionable service at the University as at the date of application.

53.52 Under this option, a lump-sum payment is available equal to 75% of the nominal final salary at retirement plus a "phase-out" period (toward retirement) over a maximum of two (2) years. The retiring allowance would be payable at the end of the phase-in period.

- 53.53 During the phase-out period, the maximum workload in any year is 50% of a full-time appointment and the total workload over a two (2) year period may not exceed 75% of a full-time appointment in total (minimum workload in any one year is 25% of a normal full-time appointment). The actual salary during the phase-in period will be pro-rated on the basis of the percentage workload appointment in each year.
- 53.54 During the phase-out period it is expected that the Member would perform a range of duties as outlined in his/her DOE, agreed to prior to the approval of a phased retirement, with the department Chair and Dean or University Librarian.
- 53.55 There are no special provisions in the pension plans associated with this option and pension or termination benefits (from the pension plans) will be determined in accordance with the current plan provisions. The commitment to retire at the end of the phase-out period is irrevocable.
- 53.56 Benefits, normally available, for the phase-out period will be provided based on the nominal (100% workload) salary, except for Long Term Disability. Member's cost sharing contributions, where applicable, will be based on the Member's actual salary using normal cost-sharing rates. The University will fund the difference in contributions.
- 53.57 Long Term Disability and Life Insurance are not applicable after the Normal Retirement Date (age 65).

Approvals

- 53.58 Acceptance for the voluntary resignation/early retirement or phased retirement requests under the options outlined above is conditional upon ensuring operational and academic priorities can be achieved.

The application by the Member requires signed support from the Department Chair as applicable, and signature approval by the Dean or University Librarian, with final approval by the Provost.

- 53.59 A decision to approve or not to approve will not be subject to Grievance. Reasons for the denial will be provided to the Member in writing.

Plan Representation

- 53.60 The Employer agrees that one of the two Professional Pension Plan members of the Board of Governors Pensions Committee shall be nominated by the Association for appointment by the Board. Such UGFA Member must be a member of the Professional Pension plan. The other Professional Plan member representative shall be a non-UGFA Member.
- 53.61 The Employer agrees to provide to the UGFA all financial documents and filings (including full and preliminary valuations of the plan) related to the Professional Plan in a timely fashion.

Article 54 - Reduced Workload

Reduced Workload

- 54.1 This Article applies to Full-Time Members with the exception of those holding Contractually Limited Appointments.
- 54.2 A Reduced Workload Appointment is one in which the appointment of a Full-Time Member is reduced from the Member's normal workload to less than full-time, on a regular basis.
- 54.2.1 Normally, Members will be expected to retain their agreed-upon DOE. The criteria for Promotion and Tenure or Continuing Appointment shall be the same as for Members not on Reduced Workload Appointments.
- 54.3 A Member seeking a Reduced Workload Appointment shall apply to the Dean, University Librarian, or, in the case of Veterinarians, Director, for Reduced Workload. The Dean, University Librarian, or, in the case of Veterinarians, Director shall consider the application, taking into account the circumstances of the applicant, the academic and service responsibilities, and, if applicable, any other factors relevant to the application.
- 54.4 Reduced Workload appointments require agreement of the Member and the University. The University shall not unreasonably deny a request for a Reduced Workload Appointment.
- 54.5 Members will apply in writing, normally at least six (6) months before any Reduced Workload Appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances/events.
- 54.6 The letter of application for a Reduced Workload Appointment shall include:
- a) the proposed date of commencement and the proposed term for the requested period of Reduced Workload;
 - b) the percentage of the Member's normal workload that the Member is requesting to carry during the period;
 - c) terms or conditions that the Member wishes to have associated with the Reduced Workload, including terms or conditions respecting activities that would be reduced more than others, or respecting the distribution of workload obligations within the period of Reduced Workload; and
 - d) any other documentation the Member deems relevant to the application, including any supporting statements from the Member.
- 54.7 If the Member and the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, agree on the provisions of the proposed Reduced Workload Appointment, those provisions shall be confirmed in writing and signed by the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, and the Member. These provisions will include the period of Reduced Workload, the proportion of Reduced Workload to full-time responsibilities/duties during the period of Reduced Workload, extensions to probationary period, provisions for performance evaluation during and after the period of Reduced Workload, rate of accrual for Study/Research Leave, or Consultative Leave for Veterinarians, and benefits coverage.
- 54.8 An initial period of Reduced Workload shall run for part of, or all of, an academic year or for consecutive academic years up to three (3) years. An initial period may be followed by

additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in writing at least six (6) months in advance and shall be subject to the same review process followed in the initial application.

- 54.9 This proposed Reduced Workload Appointment shall be forwarded to the Provost for final review and approval on behalf of the University. Within twenty (20) days of receipt of the proposal for a Reduced/Workload Appointment, a decision will be made. Any decision by the Provost not to approve the proposal shall be accompanied by written reasons.
- 54.10 In the case of Tenure-track/Continuing Appointment-track Members, if a 50% reduction has occurred for two (2) years or longer, the maximum length of the probationary period for Tenure shall be extended by one year (from six (6) to seven (7) years).
- 54.11 The level of salary shall be pro-rated to reflect the proportion of the Reduced Workload to full-time responsibility.
- 54.12 Vacation and Sick leave entitlements shall be as per Articles 46 and 47, except that the level of salary shall be pro-rated as per 54.11.
- 54.13 The amounts of any salary increase shall occur on a pro rata basis as in Article 54.11. Any percentage increases in salary shall be applied to the Member's pro-rated salary.
- 54.14 Eligibility for, and participation in, all group insurance plans, legislated plans and pension plans shall continue as is, or as amended from time to time, but coverage shall be on a pro rata basis, where appropriate, as in 54.11, except as specified in 54.15.

Pension and Benefits

- 54.15 Subject to Canada Revenue Agency, for those Members who are age 55 and over, and with ten (10) or more years of full-time service when beginning a period of Reduced Workload of not less than 50%, contributions by the University and Member to group insurance plans and pension and benefits received as a result shall be on the basis of the deemed continuance of the full-time salary, except in the cases of short and long-term disability.
- 54.16 If a Member reaches age 55 during the period of Reduced Workload, benefits shall continue on a pro rata basis as in 54.14 for the balance of the Reduced Workload.

Miscellaneous

- 54.17 A Member with a Reduced Workload Appointment may request that he/she resume a normal workload prior to the end of the agreed Reduced Workload Appointment. Such requests shall be made in writing to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, normally at least six (6) months prior to the date on which the resumption is intended to be effective. If approved, any such resumption of normal workload shall normally be effective on July 1 or January 1.
- 54.18 Members who are on a Reduced Workload Appointment will be considered eligible to apply for Study/Research Leave or Consultative Leave for Veterinarians after six (6) years of service. Salary paid while on leave will be on a pro rata basis as per 54.11.
- 54.19 Members on Reduced Workload shall be eligible for consideration for reappointment, promotion and, where applicable, Tenure or Continuing Appointment.

Article 55 - Financial Exigency

55.1 The University and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount. No Member shall be terminated or otherwise penalized with respect to terms and conditions of employment or rights and privileges relating to employment for reasons of Financial Exigency except in accordance with this Article.

Definition

55.2 A state of Financial Exigency is an extraordinary situation occurring when substantial and recurring financial deficits threaten the survival of the University as a whole, or substantial financial losses have been projected by generally accepted accounting principles to persist for more than two (2) years and threaten the continued functioning of the University.

55.3 This Article is invoked only in the event of a declaration of Financial Exigency in which the layoff of Members is proposed as part of the resolution to the situation.

55.4 The closure, cessation, merger, or elimination, in full or in part, of an academic program, based on academic reasons, is not Financial Exigency.

Declaring a Financial Exigency

55.5 When the financial situation of the University is severe enough that a bona fide state of Financial Exigency requiring layoffs exists, the President shall give written notice to the Board of Governors and the Association. As of the date of such notice, no new Members or Academic Administrators may be appointed.

55.6 Within ten (10) days of the notice specified in 55.5, the Parties will establish a Financial Commission described in 55.7 below.

Financial Commission

55.7 The Financial Commission shall be comprised of five (5) members, two (2) chosen by the University, two (2) chosen by the Association and a Chair chosen by both the University and the Association. If the Parties cannot agree on the Chair, the Chief Justice of Ontario shall be asked to select the Chair.

55.8 The Financial Commission shall meet to consider the Financial Exigency as specified in the President's formal notice and to determine whether a Financial Exigency exists.

55.9 The onus of proof shall be on the University to establish to the satisfaction of the Financial Commission that a state of Financial Exigency exists within the meaning of this Article.

55.10 The Financial Commission shall establish their own procedures and shall inquire into and answer each of the following questions:

- a) whether the University's financial position constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) years and to constitute a problem sufficiently grave that the University's continuing functioning is endangered;
- b) whether, in view of the primacy of academic goals at the University, the reduction of Members and/or the reduction in salaries and benefits of Members is a reasonable type

of cost-saving and whether all means of achieving cost-saving in all other areas of the University's expenditures have been explored and utilized;

- c) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
- d) whether every effort has been made to secure further assistance from the Provincial Government;
- e) whether enrolment projections are consistent with the proposed academic staff complement;
- f) whether all reasonable means have been taken to reduce costs, such as Members' voluntary early retirement, voluntary resignation, or voluntary Reduced Workload;
- g) any other matters that it considers relevant to the proposed Financial Exigency.

55.11 The Financial Commission shall have access to any University documents, data, and records it considers relevant to its inquiries. The University shall cooperate with the Financial Commission in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Financial Commission whether a state of Financial Exigency exists within the meaning of this Article. The University shall provide a copy of such documentation to the Association at the same time it is provided to the Commission.

55.12 The Financial Commission shall conduct its inquiries, answering each of (a) to (f), as well as any other specific questions that arise under (g) above. Both the Association and the University shall make submissions to the Commission within (60) sixty days of the appointment of the Commission and the Commission shall report to the Parties within thirty (30) days after that. Such report shall be by receipted hand delivery.

55.13 If the Financial Commission finds that a state of Financial Exigency exists, its report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members.

55.14 The Board of Governors, through the President, has the responsibility for implementing actions arising out of the report of the Financial Commission.

55.15 It shall be open to both Parties, notwithstanding any provisions to the contrary in this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits or to reach other mutually acceptable emergency methods of reducing expenditures that could avert layoffs or decrease the number of layoffs.

55.16 When Financial Exigency has been confirmed, and no satisfactory provision can be made by the University for the continued employment of all Members, the President shall prepare a report that shall identify those Departments/Schools in which there are to be lay-offs. The plan shall be structured so that the University may continue to operate as far as possible in accordance with its mission and may propose across-the-board cuts, vertical cuts (involving Department/School closures), or some combination of across-the-board and vertical cuts.

55.17 The President shall present the report to the University Senate with a copy to the Association. Senate shall discuss the report, using its own procedures, and return it to the President within thirty (30) days, with comments and recommendations for revision. The President shall consider Senate's comments and recommendations as well as the comments and recommendations received, within the same thirty (30) day time frame, from the Association.

- 55.18 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the following lay-off order shall apply:
- a) all contractually-limited appointments;
 - b) Members holding tenure-track/continuing appointment-track appointments;
 - c) all other Members, in accordance with 55.19.a) below.
- 55.19 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the selection of persons to be laid off shall be on the basis of:
- a) quality of performance as determined in accordance with Article 21: Tenure, Promotion, and Review of Faculty; Article 28: Continuing Appointment, Promotion, and Review of Librarian Members; and Article 33: Continuing Appointment, Promotion and Review of Veterinarians.
 - b) where two persons are considered substantially equal in the application of the factors listed in a), then the decision shall be made on the basis of length of full-time employment as a Member.
- 55.20 The following will apply to Members who are selected for lay-off:
- a) the University shall either provide to the Member at least twelve (12) months working notice, in writing, or the Member's regular salary and benefits in lieu thereof, and
 - b) the University shall pay the Member severance pay at the rate of one (1) month's Regular Salary for each Academic Year of service, subject to a maximum of twenty-four (24) months and a minimum of six (6) months.
- 55.21 Any layoffs under this Article shall occur only to the extent necessary to alleviate the Financial Exigency.

Article 56 - No Strike or Lockout

No Strike or Lockout

56.1 There shall be no Strikes or Lockouts during the term of this Agreement. Strike and Lockout bear the meanings used in the *Ontario Labour Relations Act*, 1995 S.O. 1995, c.1, Sched.A.

Essential Services

56.2 The Parties agree that proper care of animals will be maintained by Members of the Association in the event of a legal Strike or Lockout. For purposes of this Article, animals include animals in research, teaching, testing, wildlife, and client-owned animals.

56.3 Within thirty (30) days of the signing of this Agreement, the University will identify a number of positions which it deems sufficient to provide for continuous proper care of animals and the maintenance of diagnostic services in the event of a legal Strike or Lockout. The Joint Committee will meet to finalize the list through the execution of a Memorandum of Agreement, and such Agreement shall be effective until such time as a new Collective Agreement is signed.

56.4 All persons so designated will be paid as per the Collective Agreement in effect immediately prior to the Strike or Lockout.

56.5 Only essential care duties will be assigned to designated Members.

Member Status

56.7 No Member shall be subject to disciplinary action solely for refusing to carry out the duties of an employee of the University who is on legal Strike, or of one who is prevented from performing duties by a Lockout.

56.8 The University shall not refuse to re-employ a Member solely as a consequence of exercising his/her right to strike as a result of a legal Strike declared by the Association, or as a consequence of a Lockout imposed by the University. There is no obligation on the University to extend a contract or re-employ if the term of a contract ended during a period of Strike or Lockout.

Article 57 – Research Ethics Appeal Board (REAB)

Mandate of the REAB

57.1 Advisory to the Provost, the REAB hears appeals of decisions of the Research Ethics Board and only when, in the opinion of the appellant, all other avenues of resolve have already been exhausted. The REAB has no jurisdiction to make a decision regarding the ethical acceptability of the research. The appointment process and composition of the REAB membership provides the opportunity to accommodate and fully recognize unique areas of research and emerging issues.

Structure of the REAB

57.2 The Research Ethics Appeals Board (REAB) shall consist of five (5) members, four (4) of whom must be Members and one (1) of whom may be external to the University. The five members will be appointed as follows, with the Vice-President (Research), or designate, responsible for overseeing the nomination and appointment process. The Provost will be responsible for arranging orientation with respect to operating procedures and rules of order for the REAB, on an annual basis.

57.2.1 Members shall be appointed for a two (2) year term such that one-half (1/2) of the membership shall change each year. Members cannot congruently be members of the Research Ethics Board.

57.2.2 Membership of the REAB (voting members) shall be as follows:

- a) One (1) member nominated by the Vice-President (Research) plus one (1) alternate member nominated by the Vice-President (Research);
- b) Two (2) members nominated by the Provost plus one (1) alternate member nominated by the Provost;
- c) One (1) member nominated by the Faculty Association plus one (1) alternate member nominated by the Faculty Association;
- d) the Chair of the REAB who shall also be appointed by the Provost.

57.2.3 In nominating members to the REAB, the following considerations will be made:

- a) knowledge of and demonstrated experience with research on human subjects;
- b) expertise in the philosophy of ethics relevant to human subjects;
- c) expertise in research methods relevant to human subjects;
- d) previous experience as a member of the REB and familiarity with the tri-council document and requirements.

57.3 Concerns related to the composition of the committee can be brought to the attention of the Provost at the time the membership is established and prior to the initiation of committee work. The Provost shall determine whether there are any changes required and will be responsible for making such changes. The Parties must agree on the membership of the committee.

Operating Procedures

- 57.4 The Chair of the REAB shall convene the board within ten (10) days of receiving an appeal. This date may be extended if a significant amount of material must be sent to members for reading prior to considering the appeal. Full membership of the Committee is required to reach quorum.
- 57.5 Members of the REAB must first acknowledge any conflicts of interest and recuse themselves accordingly.
- 57.6 The board shall review and discuss the original ethics application, the REB's comments and decision, and the researcher's appeal documentation. In the event of a study that was suspended or terminated, all the documentation about the reasons for suspending or terminating the project will be reviewed and discussed.
- 57.7 The REAB is advisory to the Provost and shall reach recommendation by way of majority vote. The recommendation of the board may consist of:
- a) Denying the appeal (upholding the decision of the REB);
 - b) Approval of the appeal without conditions;
 - c) Approval of the appeal with specific conditions attached to the approval or to the continuation of the study;
 - d) Suggested revisions (to the original ethics approval application) and resubmission to the REB.
- 57.8 The Chair of the REAB shall inform the Provost, in writing, of their recommendation with reasons, within two (2) days of reaching a recommendation.
- 57.9 Within five (5) days of receipt of the recommendation from the REAB, the Provost shall make a decision and write a formal letter to the Faculty Member outlining the decision and the reasons. This letter is to be copied to the Vice-President (Research), the Faculty Member's Dean, the current Chair of the REB, and each member of the REAB.

Letters of Understanding

Letter of Understanding 1 – CUPE Local 3913 Unit 2

The Parties agree that this Letter shall form part of the Collective Agreement.

The Parties recognize that, as per the provisions of the Collective Agreement with CUPE Local 3913 (Unit #2), CUPE 3913 is the bargaining agent for all persons employed under contract as "Sessional Lecturers" to teach in University degree credit courses.

Notwithstanding the previous recognition, the University affirms that it will not create new academic appointments at the rank of "Lecturer".

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 2 – Course/Teaching Evaluation

The Parties agree that this Letter shall form part of the Collective Agreement.

Each Member has the option of choosing to be evaluated, during the student evaluation process, by use of either an electronic or paper (in class) evaluation instrument. Where more than one Member is associated with a particular course, there will be agreement amongst the Members as to whether the evaluation will be completed electronically or in class. Where agreement cannot be reached on one method of delivery, the Chair will decide. The Provost will establish the protocol by which student evaluations are conducted.

The results of teaching evaluations, including both detailed comments and numerical ratings, shall not be released publicly by the University, without prior written agreement of the Member. Each year in September, the Provost shall circulate a Memorandum to Members informing them as to their options to be evaluated in paper or electronically and to participate or not in the release of the results as per the terms of this Article. No Member shall be compelled to consent to the release of teaching evaluations.

Should a new course/teaching evaluation enterprise system be implemented during the life of the Collective Agreement, the parties will meet within ten (10) days of the request to meet to discuss and reach mutual agreement on amendments to this LOU.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 3 – Sick Leave

The Parties agree that this Letter shall form part of the Collective Agreement.

It is understood between the Parties that this Letter applies to a Member who holds a Tenure-track/Continuing Appointment-track, Tenured or Continuing Appointment. When such Member has completed and submitted an application for Long Term Disability, with the assistance of Occupational Health and Wellness, and has not received a decision from the insurance carrier, and whose absence due to illness continues beyond ninety (90) calendar days of Sick Leave, the University may in its sole discretion continue Sick Leave to such Member until such time that the insurance carrier decision has been received.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 4 – Teaching – Professional and Managerial Staff

The Parties agree that this Letter shall form part of the Collective Agreement.

1. The Parties acknowledge that, in each Academic Year, and on a limited basis, some Professional/Managerial Staff Members have teaching as part of their responsibilities.
2. The University affirms that it will not substantially increase the number of Professional/Managerial Staff Members who are teaching degree credit courses.

Annually, on or about November 1, the University will provide to the Association a list of Professional/Managerial Staff Members who are assigned teaching, including the courses and sections, broken down by semester.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 5 – Human Rights and Health & Safety

The Parties agree that this Letter shall form part of the Collective Agreement.

Where the Association alleges that either of these policies, as they may be changed from time to time, conflicts with, is inconsistent with, or interferes with the Collective Agreement, the Association may file a Policy Grievance.

It is further agreed and understood that before any changes are made to either of these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

Any consultation process which may have taken place prior to the ratification of this Collective Agreement does not constitute or substitute for these discussions.

The Parties agree that if a Member is a named respondent to a Workplace Harassment complaint made pursuant to the Occupational Health and Safety Act, such complaint investigations shall be conducted by the Office of Faculty and Academic Staff Relations (FASR) when a non-Human Rights based complaint, or by the Office of Diversity and Human Rights (DHR) when the complaint is Human-Rights based. The procedure for investigation, whether by FASR or DHR, shall be consistent with the formal procedure as outlined in the University of Guelph *Human Rights Policies and Procedures* and/or Article 39 of the Collective Agreement.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 6 – Performance Review of Veterinarian Members by Director Outside of the Process indicated in Article 34

The Parties agree that this Letter shall form part of the Collective Agreement.

Activity updates conducted by the Director will focus on the effectiveness of the Member at meeting University-established criteria and the general competence with which the duties and responsibilities of the position are carried out. The Director will meet individually with each Veterinarian Member to discuss his/her performance assessment. The Director will provide to the Member, in writing, within fifteen (15) days of the meeting with the Member, an activity update report. The Member shall be provided with an opportunity to respond verbally and in writing. A copy of the Activity Update report from the Director and the response from the Member shall be placed into the Member's Official File (NOT the Member's Assessment File).

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 7 – Benefits

The Parties agree that this Letter shall form part of the Collective Agreement.

Effective on the first day of the second month following ratification, the following amendments shall be made to the Extended Health Care plan:

- a) Increase the annual dollar allocation for psychological services from \$300 per calendar year to \$1,200 per calendar year. Coverage includes counselling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, or clinical counselors registered by the Provincial governing body in the Canadian province in which the services are provided;
- b) Include coverage for non-oral contraceptives as prescribed by a physician provided that the contraceptive has a drug identification number (DIN); and,
- c) Remove the requirement for a physician's referral for massage therapy.

Effective July 1, 2017, the Scholarship Plan offered to spouses/partners and dependents shall be amended such that the cap on scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program.

Effective on the first day of the second month following ratification, the following amendment shall be made to the Long-Term Disability Plan: move the current cap of \$6,000 per month to a cap of \$12,000 per month.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 8 – Essential Services

Further to Article 56 (NO STRIKE OR LOCKOUT), the parties agree that the following essential services will be maintained by Members of UGFA in the event of a legal strike or lockout.

1) Medical Care of Animals

UGFA agrees that its Members will provide services of the OVC Health Sciences Centre on a basis analogous to that used for the Health Sciences Centre Holiday Schedule. Delivery of Ruminant/Swine Field Services is required as part of our contractual obligations to external clients and will be provided on a continuous basis as required.

2) Diagnostic Services provided through the Animal Health Lab

UGFA agrees that full services will be provided by UGFA Members in order to deal with the caseload in process at the designated date of a legal Strike or Lockout. Thereafter, the following designated UGFA Members will provide essential services to respond to emergencies.

Guelph: Two (2) mammalian pathologists; One (1) avian pathologist; One (1) clinical pathologist; One (1) Bacteriologist; One (1) Virologist

Kemptville: One (1) Pathologist

3) Clinical counseling services provided through the Couple and Family Therapy unit in the College of Social and Applied Human Sciences under the Agreement with the Ministry of Community and Social Services. These services are provided to “at risk” individuals, largely women and children.

The University has identified that four (4) clinical Faculty Members are essential to provide for the delivery of these services.

All those designated to provide these essential services will be compensated on the basis of their salary and benefits in effect at the time of the designation.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 9 – Article 18 and Changes to DOE

The Parties agree that this Letter shall form part of the Collective Agreement.

Management may require a change to a Member's DOE without the Member's consent when all of the following conditions have been met:

- a) the change must be reasonable; and
- b) the newly assigned DOE is an appropriate combination of Teaching, Scholarship, and Service; and
- c) the newly assigned DOE considers the Faculty Member's career development and his/her contributions and performance over time;

AND where one of the following cases further justifies the change in DOE:

1. proven, and repeated, concerns about performance (i.e., documented concerns about performance under Art. 39.15); or
2. redeployment opportunity(ies) arising from the invocation of Article 24.4, in the context of operational requirements and the academic mission of the new unit and available work of the Bargaining Unit; or
3. transition from a Research Chair to a 'regular' faculty appointment where no pre-existing agreement is in place stipulating the change to DOE following the end of the Research Chair appointment.

Unless mutually agreed to continue the newly assigned DOE, an amendment to a Faculty Member's DOE under Case #1 or #2 shall not exceed a period of three (3) years. In such cases, the DOE shall revert back to the Member's prior DOE.

Any change to a DOE under this LOU will be subject to the restriction that the sum of the absolute values of the percentage changes to each of the three areas (Teaching, Scholarship, Service) will not exceed 30%. By way of example, a proposed change from 40/40/20 to 55/35/10 is permissible, since the sum is $15+5+10=30$; a change from 40/40/20 to 60/30/10 is not permissible; since the sum is $20+10+10=40$.

It is further agreed that should a grievance about a decision made through this LOU be forwarded to Arbitration, the Parties will agree on a mutually acceptable arbitrator.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 10 – Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members

The Parties agree that this Letter shall form part of the Collective Agreement.

The Parties agree to continue to meet as part of a Working Committee on Pensions for the duration of this Collective Agreement or, if earlier, for up until six (6) months following the effective date of the JSPP contemplated herein. The Association shall appoint three (3) persons and the University shall appoint three (3) persons to the Committee. The Joint Working Committee on Pensions will have three primary roles:

1. To receive updates on the Professional Plan and the UPP JSPP; and
2. To take an active local role in the UPP JSPP as outlined in this LOU so that members of the Professional Pension Plan will understand the nature of the JSPP as the communications and consent processes unfold.
3. Endeavour to ensure that the terms, processes, and details of the UPP JSPP (as they become known) and the transition from the Professional Plan to the UPP JSPP are clearly communicated to all members of the Professional Plan as part of any consent process involving the transfer to a JSPP.

The University shall ensure that this Committee is adequately resourced and that all relevant actuarial and financial information required by the Committee to fully execute tasks shall be provided to the Committee by the University in a timely fashion. The Committee will meet at least once per year. For clarity, the University shall provide to the committee at least once per year:

- a) The Professional Plan text and all amendments to the text.
- b) The most recent actuarial valuation report filed with the regulator for the Professional Plan, as well as any updates to the filed valuation, or completed but unfiled valuations.
- c) Any reports prepared internally or by external parties that are relevant to the objectives of the working group.
- d) An annual report of all the expenses associated with the Professional Plan.
- e) All relevant member data for active pension plan participants required for the computation of pension benefits to which the member is entitled, including pensionable salary and earnings history, gender, birth, hire and participation dates, and years of pensionable (credited) service. Any data provided shall be maintained by UGFA to respect the privacy of individuals.

All costs associated with the Joint Working Committee shall be the responsibility of the University. It is understood that there may be additional costs associated with data or studies that are required by one of the Parties that fall outside of the terms of reference of the Joint Working Committee. In such cases, the costs will be the responsibility of the respective Party.

During the term of this Collective Agreement, if and when there is a fully executed Milestones Agreement (or equivalent) to which the Association is a signatory, the Parties will meet and discuss all matters relating to the transition to the JSPP.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers

Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee

The Parties agree that this Letter shall form part of the Collective Agreement.

For the duration of this collective agreement, the review of Veterinarian Members at Ridgetown, or any other Veterinarian reporting through to the Dean of OAC, shall be reviewed as follows:

For the OAC: Dean (OAC) who shall chair the committee, Chair, Animal Biosciences; two elected Veterinarian from OAC, and one elected University MCA Veterinarian who shall serve on all MCA Committees.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment

The Parties agree this letter will form part of the Collective Agreement.

Notwithstanding Articles 19.5 and 32.2.1, in the exceptional circumstance in which the University is hiring a CL Faculty or Veterinarian Member to backfill the temporary absence of a Member in Clinical Studies due to an academic administrative appointment:

- a) The Association shall be informed of the intention to backfill an administrative appointment at Joint Committee prior to hire.
- b) The maximum length of the appointment, prior to conversion or termination shall be equal to the length of the administrative appointment plus any approved Transition and/or Study/Research Leave.
- c) Such Appointment shall not exceed one administrative renewal or 12 years, whichever is less.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 13 – Joint Salary Review

The Parties agree this letter will form part of the Collective Agreement.

The Parties agree that within six (6) months of ratification they will commence a Joint Salary Review. The purpose of the review will be to examine the issue of salary anomalies, if any, and make recommendation for correction of any identified anomalies. The work of this committee, including recommendations, will be completed no later than December 2018. The timeline may be extended by mutual agreement.

Note: the ongoing equity salary review will continue notwithstanding this Letter.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 14 – Workload

The Parties agree this letter will form part of the Collective Agreement.

A joint committee shall be established within 8 weeks of ratification of the Collective Agreement to review and make recommendations to the Joint Committee relative to the assigned workload of Members.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Court File No. CV-22-006918880-0000

Dr. BYRAM BRIDLE
Plaintiff

- and -

UNIVERSITY OF GUELPH, et al
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF ANDREW PEREGRINE

**CANADIAN UNIVERSITIES RECIPROCAL INSURANCE
EXCHANGE**

5500 North Service Road, Suite 901
Burlington, ON L7L 6W6

D. Lynn Turnbull LSO#: 38056J

Email: ltturnbull@curie.org

Tel: 905-336-3366 ext. 242

Lawyer for the defendants, University of Guelph, Jeffrey
Wichtel, Laurie Arnott, Charlotte Yates, Scott Weese,
Glen Pyle, Andrew Peregrine, Dorothee Bienzle, Amy
Greer and Nick Duley

TAB 9

Court File No. CV-22-00691880-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DR. BYRAM BRIDLE

Plaintiff

- and -

**UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE,
GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK
DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST**

Defendants

AFFIDAVIT OF DOROTHEE BIENZLE

I, Dorothee Bienzle, of the City of Guelph, in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the defendants in this proceeding, and, as such have knowledge of the matters to which I hereinafter depose. The matters deposed to that are not within my direct knowledge have been derived from third parties or a review of documents and, in each of such cases, the source of the information is identified, and I verily believe such matters to be true. True copies of all exhibits referred to herein are attached.
2. I am a Professor of Veterinary Pathology at the Ontario Veterinary College ("OVC") at the University of Guelph ("Guelph"). Up until January 31, 2024, I also held the position of University Research Leadership Chair of OVC's Department of Pathobiology.
3. The plaintiff, Dr. Byram Bridle (hereinafter "Dr. Bridle") is an Associate Professor of Viral Immunology in the Department of Pathobiology at OVC.

4. Dr. Bridle is a high-profile critic of the COVID-19 public health response and advice. Commencing in or about August of 2020, he began participating in a series of speaking engagements and interviews criticizing the safety and efficacy consensus of COVID-19 vaccines. His opinions were contrary to the overwhelming majority of scientific opinions at the time, including the opinions of myself and many of his other OVC colleagues, including Dr. Glen Pyle, Dr. Scott Weese, Dr. Andrew Peregrine, and Dr. Amy Greer.
5. On June 28, 2021, I, along with Drs. Pyle, Weese, Peregrine, and Greer, and 79 other colleagues, signed a letter stating that we disagreed with Dr. Bridle's public statements that COVID-19 vaccines were unsafe. The letter, entitled *Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety*, stated:

We are a science-based faculty and staff at the University of Guelph who support evidence-based decisions and disagree with misinformation being circulated by a member of the faculty at the Ontario Veterinary College.

COVID-19 is an unprecedented pandemic due to a novel coronavirus. Nearly four million people globally have died as a result, and nearly two hundred million have been reported as infected. Many millions more have suffered and continue to suffer from physical and mental illness associated with the pandemic, isolation, poverty, and the long-term effects of the infection.

Vaccines for SARS-CoV-2 were designed, tested and produced at an unprecedented speed and on an extraordinary scale. The ability to quickly develop safe and effective vaccines was made possible through remarkable global co-operation and by concurrently running clinical trials, not by cutting corners. Many countries rapidly authorized vaccines for emergency use. Various types of vaccines are available, including those based on mRNA coding for the viral spike (S) protein, vector-based DNA vaccines coding for the S protein, and recombinant S protein particles. Two doses of the vaccines (type-dependent) have dramatically reduced illness and infections in many parts of the world. The vaccines are highly effective and have very few adverse effects. The coordinated effort of scientists, pharmaceutical companies, public health and

regulatory agencies to produce effective vaccines against COVID-19 for billions of people in less than a year is an achievement previously unimaginable.

Dr. Byram Bridle has stated on multiple platforms and numerous outlets that COVID-19 vaccines are unsafe. These statements are contrary to overwhelming scientific evidence. The S protein generated by or incorporated into vaccines is an effective immunogen but does not alter DNA, does not induce infertility or pass through breast milk, and is not a toxin. Adverse vaccine effects do occur but at a similar or lower frequency than for routine vaccines. In the face of this terrible pandemic, widespread vaccination is the best way out of the devastation we currently face. Many people have limited understanding of the complexities of immunization against infectious agents, and rely on scientists in epidemiology and immunology to share their knowledge and experience, especially at times such as these when fear is high. Misinformation spread by individuals such as Dr. Bridle targets uncertainty.

The University of Guelph, including us, supports freedom of expression. However, as scientists and academics we also have a responsibility to counter misinformation, particularly when the misinformation causes harm. A high rate of vaccine acceptance is essential for prevention of SARS-CoV-2 disease and deaths, and for a return to normalcy. In particular, given the high transmissibility of recent variants, very high vaccination rates among people eligible for vaccination are critical. We are very concerned that people who are not seeking vaccination because of misinformation will suffer ill effects from SARS-CoV-2 infection, will infect others, and will slow the return to a more normal life. Academic freedom is important but should not be a license to spread misinformation that has been clearly refuted, including by authors of publications that Dr. Bridle cites in support of his statements. Some may even consider the University of Guelph complicit by failing to provide a clear and effective response to this misinformation campaign, which is impacting the reputation of the institution and its faculty. Considering the harmful effects of COVID-19 on individuals and communities, the continued spread of misinformation undermines Canadian public health measures, including our vaccine program, and threatens global health security more broadly.

Therefore, we wish to state publicly that as scientists, faculty, and /or staff of the University of Guelph we stand firmly against the continued spread of factually incorrect and misleading information that is being disseminated by Dr. Bridle. We have confidence that the SARS-CoV-2 vaccines approved for use in Canada are safe and effective, and we wish to reassure the public that as members of the University of Guelph community we fully support evidence-based public health, which includes vaccination against COVID-19.

Attached hereto and marked as Exhibit A to this my affidavit is a true copy of the letter dated June 28, 2021 [citations omitted].

6. The June 28, 2021 letter that I co-signed was not motivated by any malice or ill-will towards Dr. Bridle, but a good-faith effort to protect the public from misinformation in the midst of an unprecedented global pandemic. I was very concerned that the public statements being made by Dr. Bridle could lead individuals to ignore public health recommendations and measures designed to mitigate the risks of the pandemic and specifically, public health recommendations to be vaccinated and to wear masks in public.
7. On July 21, 2021, I found a hard copy of a letter from Dr. Bridle in my office in the Pathobiology/Animal Health Laboratory Building entitled "Are you sure that you are on the right side of history?". Later that day, I learned about a disturbing encounter that my colleague, Dr. Glen Pyle, had had with Dr. Bridle on campus. Based on Dr. Pyle's account, Dr. Bridle appeared to be physically threatening him and using profanity. I found both events to be worrisome and reported this to Dr. Charlotte Yates, the president of Guelph, and Dr. Jeffrey Wichtel, Dean of OVC. Attached hereto and marked as Exhibit B to this my affidavit is a true copy of my email report dated July 21, 2021.
8. On July 22, 2021, I had a very disturbing and terrifying encounter with Dr. Bridle while working in my office. I heard shouting, following which Dr. Peregrine appeared in my doorway. He appeared visibly frightened. Following behind him was Dr. Bridle, who was the one doing the shouting. I summoned Dr. Peregrine into my office and closed the door,

but Dr. Bridle remained outside, continuing to shout. Dr. Bridle is physically imposing by stature, and I feared for my personal safety and that of Dr. Peregrine. After asking him to leave several times, which requests he ignored, Dr. Peregrine and I called the Campus Safety Office for assistance. Dr. Bridle remained outside my office door until they arrived.

9. I reported this encounter to Dr. Jeffrey Wichtel, Dean of OVC. Attached hereto and marked as Exhibit C to this my affidavit is a true copy of my email to Dr. Wichtel dated July 22, 2021.
10. Following my complaint, I participated in a workplace investigation that Dr. Wichtel arranged. I was interviewed by Nick Duley of North Shore HR Consulting Inc. and provided him with a complete and honest account of the circumstances leading up to the encounter and my complaint.
11. The allegation in the Statement of Claim that I fabricated allegations regarding this encounter is categorically false. I provided an honest account of what transpired.
12. The allegation in the Statement of Claim that I conspired with Drs. Pyle, Weese, Greer, and Peregrine to make criminal complaints prior to any actual encounter with Dr. Bridle is completely false. I felt physically threatened by the encounter with Dr. Bridle on July 22, 2021. I was too frightened to leave my office while he remained outside of it, and I did not want to submit to such bullying behaviour. If he had not conducted himself the way he did, I would have had no reason to make a criminal complaint.
13. I categorically deny that I at any time entered into a conspiracy with one or more of the other individually named defendants to defame Dr. Bridle and damage his reputation.
14. All statements contained in this affidavit pertain to matters that I verily believe are subject to the Collective Agreement between Guelph and Guelph's Faculty Association (UGFA), of which both Dr. Bridle and I are members. UGFA is certified by the Ontario Labour Relations Board. The Collective Agreement that UGFA negotiated governs the conditions

of employment for all of its members. Attached hereto and marked as Exhibit D to this my affidavit is a true copy of the Collective Agreement for the period July 1, 2017 to June 30, 2021. This Collective Agreement was rolled over for one year due to COVID so it was actually in effect until June 30, 2022. The current Collective Agreement, effective July 1, 2022, is contained in this link [UGFA CA 2022 FinalPrint Nov20 2023.pdf \(uguelph.ca\)](#).

15. I swear this affidavit in support of the relief sought and for no improper purpose.

SWORN REMOTELY by Dorothee Bienzle, }
stated as being located in the City of Guelph }
before me at the City of Burlington, on this }
20th day of June, 2024 in accordance with O. }
Reg 431/20, Administering Oath or }
Declaration Remotely. }
}


D. LYNN TURNBULL

A Commissioner for taking Affidavits, etc.



DOROTHEE BIENZLE

This is Exhibit "A" referred to in the Affidavit of Dorothee
Bienzle sworn before me June 20, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" that extends over the rest of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety

June 28, 2021

We are a science-based faculty and staff at the University of Guelph who support evidence-based decisions and disagree with misinformation being circulated by a member of the faculty at the Ontario Veterinary College.

COVID-19 is an unprecedented pandemic due to a novel coronavirus. Nearly four million people globally have died as a result, and nearly two hundred million have been reported as infected.¹ Many millions more have suffered and continue to suffer from physical and mental illness associated with the pandemic, isolation, poverty, and the long-term effects of the infection.²

Vaccines for SARS-CoV-2 were designed, tested and produced at an unprecedented speed and on an extraordinary scale. The ability to quickly develop safe and effective vaccines was made possible through remarkable global co-operation and by concurrently running clinical trials, not by cutting corners. Many countries rapidly authorized vaccines for emergency use. Various types of vaccines are available, including those based on mRNA coding for the viral spike (S) protein, vector-based DNA vaccines coding for the S protein, and recombinant S protein particles. Two doses of the vaccines (type-dependent) have dramatically reduced illness and infections in many parts of the world.³ The vaccines are highly effective and have very few adverse effects.⁴ The coordinated effort of scientists, pharmaceutical companies, public health and regulatory agencies to produce effective vaccines against COVID-19 for billions of people in less than a year is an achievement previously unimaginable.

Dr. Byram Bridle has stated on multiple platforms and numerous outlets that COVID-19 vaccines are unsafe. These statements are contrary to overwhelming scientific evidence. The S protein generated by or incorporated into vaccines is an effective immunogen but does not alter DNA, does not induce infertility or pass through breast milk, and is not a toxin.^{5,6} Adverse vaccine effects do occur but at a similar or lower frequency than for routine vaccines.⁴ In the face of this terrible pandemic, widespread vaccination is the best way out of the devastation we currently face. Many people have limited understanding of the complexities of immunization against infectious agents, and rely on scientists in epidemiology and immunology to share their knowledge and experience, especially at times such as these when fear is high. Misinformation spread by individuals such as Dr. Bridle targets uncertainty.

The University of Guelph, including us, supports freedom of expression. However, as scientists and academics we also have a responsibility to counter misinformation, particularly when the misinformation causes harm. A high rate of vaccine acceptance is essential for prevention of SARS-CoV-2 disease and deaths, and for a return to normalcy. In particular, given the high transmissibility of recent variants, very high vaccination rates among people eligible for vaccination are critical. We are very concerned that people who are not seeking vaccination because of misinformation will suffer ill effects from SARS-CoV-2 infection, will infect others, and will slow the return to a more normal life. Academic freedom is important but should not be a license to spread misinformation that has been clearly refuted, including by authors of publications that Dr. Bridle cites in support of his statements.⁷ Some may even consider the University of Guelph complicit by failing to provide a clear and effective response to this misinformation

campaign, which is impacting the reputation of the institution and its faculty. Considering the harmful effects of COVID-19 on individuals and communities, the continued spread of misinformation undermines Canadian public health measures, including our vaccine program, and threatens global health security more broadly.

Therefore, we wish to state publicly that as scientists, faculty, and/or staff of the University of Guelph we stand firmly against the continued spread of factually incorrect and misleading information that is being disseminated by Dr. Bridle. We have confidence that the SARS-CoV-2 vaccines approved for use in Canada are safe and effective, and we wish to reassure the public that as members of the University of Guelph community we fully support evidence-based public health, which includes vaccination against COVID-19.

References

1. <https://www.worldometers.info/coronavirus/>; accessed June 24, 2021
2. <https://www.un.org/development/desa/dspd/everyone-included-covid-19.html>; accessed June 24, 2021
3. <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/different-vaccines.html>; accessed June 24, 2021
4. <https://health-infobase.canada.ca/covid-19/vaccine-safety/>; accessed June 24, 2021
5. Drugs and Lactation Database (LactMed) [Internet]. Bethesda (MD): National Library of Medicine (US); 2006-. COVID-19 vaccines. [Updated 2021 Jun 21]
6. <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/recommendations/pregnancy.html>; accessed June 24, 2021
7. <https://www.reuters.com/article/factcheck-vaccine-safe-idUSL2N2NX1J6>; accessed June 24, 2021

Supporting signatures from University of Guelph faculty and staff

Name, Credentials	Title	University of Guelph College
Amy Greer, MSc, PhD	Canada Research Chair in Population Disease Modelling and Associate Professor	Ontario Veterinary College
Dorothee Bienzle, DVM, PhD	Professor of Veterinary Pathology	Ontario Veterinary College
Scott Weese DVM DVSc DACVIM FCAHS	Director, Centre for Public Health and Zoonoses	Ontario Veterinary College
Glen Pyle, PhD	Professor of Biomedical Sciences	Ontario Veterinary College
Sarah Adamowicz, PhD	Associate Professor & Director of Bioinformatics Graduate Program, Integrative Biology	College of Biological Science
Emma Allen-Vercoe, PhD	Professor; Canada Research Chair in Human Gut Microbiome Function and Host Interactions	College of Biological Science
Luis G. Arroyo,	Associate Professor, Clinical Studies	Ontario Veterinary College

Lic. Vet Med. DVSc, PhD, DACVIM		
Daniel Ashlock, PhD	Professor and Chair, Mathematics and Statistics	College of Physical and Engineering Sciences
France-Isabelle Auzanneau, PhD	Professor, Chemistry	College of Engineering and Physical Sciences
John Baird, BVSc, PhD	Professor Emeritus, Clinical Studies	Ontario Veterinary College
Ian K. Barker DVM PhD	Professor Emeritus, Pathobiology	Ontario Veterinary College
Cathy Bauman, DVM, MPH, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Janet Beeler-Marfisi, BA, DVM, DVSc, DACVP	Assistant Professor, Pathobiology	Ontario Veterinary College
Olaf Berke, PhD	Associate Professor, Statistical Epidemiology, Population Medicine	Ontario Veterinary College
Shauna Blois, DVM, DVSc, DACVIM	Associate Professor, Clinical Studies	Ontario Veterinary College
P. Suzanne Carman DVM, Dip SAMed, PhD	Diagnostic Virologist, Retired	Animal Health Laboratory
Catherine Carstairs, PhD	Professor, History	College of Arts
Christina Caruso, PhD	Associate Professor, Integrative Biology	College of Biological Science
Katie M. Clow, DVM, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Joseph Colasanti, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Sciences
Marc Coppolino, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Georgina Cox, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Teresa Crease, PhD	Professor, Integrative Biology	College of Biological Science
Nicola Cribb, MA VetMB DVSc DACVS	Assistant Professor, Clinical Studies	Ontario Veterinary College
John Dawson, PhD	Professor, Molecular and Cellular Biology	College of Biological Science

Giannina Descalzi, PhD	Assistant Professor, Biomedical Sciences	Ontario Veterinary College
Todd Duffield, DVM, DVSc	Professor and Chair, Population Medicine	Ontario Veterinary College
Dan Gillis, PhD	Associate Professor & Statistician, School of Computer Science	College of Engineering & Physical Sciences
Lawrence Goodridge, PhD	Professor and Director, Canadian Research Institute for Food Safety	Ontario Agricultural College
T. Ryan Gregory, PhD	Professor and Chair, Integrative Biology	College of Biological Science
Steffen Graether, PhD	Professor, Molecular and Cellular Biology	College of Biological Science
Carlton Gyles, DVM, PhD, FCAHS	Professor emeritus, Pathobiology	Ontario Veterinary College
Jutta Hammermueller PhD	Staff, Pathobiology	Ontario Veterinary College
Brad Hanna, BSc, DVM, MSc, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
George Harauz, PhD	Professor Emeritus, Molecular and Cellular Biology	College of Biological Science
Tony Hayes BVSc PhD	Professor Emeritus, Pathobiology	Ontario Veterinary College
Paul Hebert PhD, FRSC	Professor & Canada Research Chair in Molecular Biodiversity	College of Biological Science
Shoshanah Jacobs, PhD	Associate Professor, Integrative Biology	College of Biological Science
Claire Jardine, DVM, PhD	Associate Professor, Pathobiology	Ontario Veterinary College
Andria Jones-Bitton, DVM, PhD	Associate Professor, Epidemiology Director of Well-Being Programming, Ontario Veterinary College	Ontario Veterinary College
David Kelton, DVM, PhD	Professor of Epidemiology and Dairy Farmers of Ontario Research Chair in Dairy Cattle Health	Ontario Veterinary College
Cezar Khursigara, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Judith Koenig, DVM DVSc, DAVCS	Associate Professor, Clinical Studies	Ontario Veterinary College

Jasmin Lalonde, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Ray Lu, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Karol Mathews DVM, DVSc, DACVECC	Professor Emerita, Clinical Studies	Ontario Veterinary College
Judi McCuaig, PhD	Associate Professor, School of Computer Science	College of Engineering and Physical Sciences
Rob McLaughlin, PhD	Associate Professor and Partnership for Ecosystem Research and Management Scientist, Integrative Biology	College of Biological Science
Lucy Mutharia, PhD	Adjunct Associate Professor, Molecular and Cellular Biology	College of Biological Sciences
Eva Nagy DVM, PhD, DSc	Professor Emerita, Pathobiology	Ontario Veterinary College
Annette Nassuth, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Sciences
Lee Niel, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
Ryan Norris, PhD	Associate Professor, Integrative Biology	College of Biological Sciences
Anthony Ogg, DVM, DVSc, DACVIM	Professor, Clinical Studies	Ontario Veterinary College
Andrew Papadopoulos, PhD	Professor, Population Medicine	Ontario Veterinary College
Jane Parmley, DVM, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
Andrew Peregrine, BVMS, PhD, DVM, DEVPC, DACVM	Associate Professor, Pathobiology	Ontario Veterinary College
Melissa Perreault, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
Zvonimir Poljak, DVM, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
John Prescott VetMB PhD FCAHS	Professor Emeritus, Pathobiology	Ontario Veterinary College
Katherine Preuss, PhD	Professor, Research Leadership Chair, and Chair of Chemistry	College of Engineering and Physical Science

David Renaud, DVM, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Beren Robinson, PhD	Professor, Integrative Biology	College of Biological Science
Michael A. Rogers PhD	Associate Professor and Canada Research Chair in Food Nanotechnology	Ontario Agricultural College
Tarek Saleh, PhD	Professor and Chair, Biomedical Sciences	Ontario Veterinary College
Shaun Sanders, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Jan M. Sargeant, PhD	Professor of Epidemiology, Population Medicine	Ontario Veterinary College
Stephen Seah, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Science
Rebecca Shapiro, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Sciences
Patricia Shewen DVM PhD	Professor Emerita, Pathobiology	Ontario Veterinary College
Paul Sibley, PhD	Interim Director, School of Environmental Sciences	Ontario Agricultural College
Jeremy Simpson, PhD	Associate Professor, Human Health and Nutrition	College of Biological Sciences
Ameet Singh, DVM, DVSc, DACVS	Professor, Clinical Studies	Ontario Veterinary College
Kelsey Spence, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Patricia V Turner MS, DVM, DVSc, DACLAM, DABT, DECAWBM	Professor Emerita, Pathobiology	Ontario Veterinary College
Siavash Vahidi, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Alexander Valverde, DVM, DVSc	Professor, Clinical Studies	Ontario Veterinary College
George van der Merwe, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Science
Matthew Vickaryous, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
Laurent Viel, DVM, PhD	Professor Emeritus, Clinical Studies	Ontario Veterinary College

Chris Whitfield PhD FRSC	Professor and Canada Research in Microbial Cell Biology, Molecular and Cellular Biology	College of Biological Sciences
Charlotte Winder, DVM, DVSc	Assistant Professor, Population Medicine	Ontario Veterinary College
Alex zur Linden, DVM, DACVR	Associate Professor, Clinical Studies	Ontario Veterinary College

This is Exhibit "B" referred to in the Affidavit of Dorothee
Bienzle sworn before me June 20, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" that extends over the rest of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

From: Dorothea Bantle <dbantle@rcpch.ac.uk>
Sent: Wednesday, July 21, 2021 9:30:34 AM
To: 'President' <president@rcpch.ac.uk>; Office of Vice President Academic <ovpa@rcpch.ac.uk>; Jeffrey Wickett <jwickett@rcpch.ac.uk>; Faculty Association <facass@rcpch.ac.uk>
Cc: Dr Brandon Liller <bliller@rcpch.ac.uk>
Subject: Concern about safety of work

I am writing to express my concern about actions and threats from Dr. Byram Bantle. As you will be aware, I am a co-author of a recent statement from a large number of University of Guelph scientists disagreeing with messages propagated by Byram about the lack of safety of vaccines against SARS-CoV-2. Our letter concerned his messages and were not of a personal nature.

Today I found in hard copy the attached letter from Byram in my OVC office. I am also aware of the derogatory threats that my colleague Glen Pyle (co-author of the above statement) was subjected to from Byram this morning. I am concerned about these events and my safety and that of my colleagues, and students and staff affiliated with my lab. Byram's behaviour is very unbecoming, and suggests that he is not respecting differing opinions and is trying to verbally and physically intimidate persons with different viewpoints.

Sincerely,

Dorothea Bantle

Dorothea Bantle, PhD, PhD, Dip. VET, Dip. VET
Professor of Veterinary Pathology
University of Guelph
Department of Pathology | University of Guelph
Room 502 | Building 57 | 1N1 6W5
Phone: 519-824-2100 | 1-800-937-5437
T 519-824-2100 ext. 118 | dbantle@rcpch.ac.uk

The image shows a printed page of the RCPCH website. At the top left is the RCPCH logo with the text 'Royal College of Paediatrics and Child Health' and the tagline 'Leading the way in Children's Health'. To the right of the logo is a navigation menu with links for 'Get involved', 'About', 'Regions', 'Contact', 'Support', 'Log in', 'Register', and 'Quick links'. Below the logo is a search bar. A secondary navigation bar contains links for 'Home', 'Membership', 'Education and careers', 'Work we do', 'Resources', 'Key topics', and 'News and events'. The main content area features a breadcrumb trail 'Home | News and events | News' and a large heading 'RCPCH response to JCVI advice regarding children and COVID-19 vaccination' dated '19 July 2021'. The article is attributed to the 'Media & Campaigns team'. The text of the article discusses the RCPCH's response to the Government's advice on COVID-19 vaccinations for children, mentioning the Joint Committee on Vaccines and Immunisation (JCVI). A red box highlights a paragraph stating that the JCVI advice reiterates that the evidence shows most children are at risk of being seriously ill by COVID, and that the benefit of vaccination outweighs the risk.

This is Exhibit "C" referred to in the Affidavit of Dorothee
Bienzle sworn before me June 20, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" that extends over the rest of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

From: Dorothee Bienzle <dbienzle@uoguelph.ca>

Sent: Wednesday, July 21, 2021 9:30 PM

To: President <president@uoguelph.ca>; Office of Vice President Academic <provost@uoguelph.ca>; Jeffrey Wichtel <jwichtel@uoguelph.ca>; Faculty Association <facassoc@uoguelph.ca>

Cc: Brandon Lillie <blillie@uoguelph.ca>

Subject: Concern about safety at work

I am writing to express my concern about actions and threats from Dr. Byram Bridle. As you will be aware, I am a co-author of a recent statement from a large number of University of Guelph scientists disagreeing with messages propagated by Byram about

the lack of safety of vaccines against SARS-CoV-2. Our letter concerned his messages and were not of a personal nature.

Today I found in hard copy the attached letter from Byram in my OVC office. I am also aware of the derogatory threats that my colleague Glen Pyle (co-author of the above statement) was subjected to from Byram this morning. I am concerned about these events and my safety and that of my colleagues, and students and staff affiliated with my lab. Byram's behaviour is very worrisome, and suggests that he is not respecting differing opinions and is trying to verbally and physically intimidate persons with different viewpoints.

Sincerely,

Dorothee Bienzle

This is Exhibit "D" referred to in the Affidavit of Dorothee
Bienzle sworn before me June 20, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial letter.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Collective Agreement
between
The University of Guelph



and
The University of Guelph Faculty Association



Effective July 1, 2017 to June 30, 2021

For information, please contact:

Faculty and Academic Staff Relations
Office of the Provost and Vice-President (Academic)
519-824-4120 ext. 53195
t.jandrisits@exec.uoguelph.ca
www.uoguelph.ca/facultyrelations

University of Guelph Faculty Association (UGFA)
519-824-4120 ext. 52126 or ext. 58538
facassoc@uoguelph.ca
www.ugfa.ca

Table of Contents

Article 1 - Preamble	8
Article 2 - Definitions	9
Article 3 - Recognition	11
Article 4 - Administrative Appointments	12
Article 5 - Management Rights	13
Article 6 - Association Rights and Privileges	14
Article 7 - Academic Freedom	15
Article 8 - Conflict of Interest and Conflict of Commitment	16
Article 9 - Employment in External Remunerative Activities	18
Article 10 – Duration and Copies of the Agreement	20
Article 11 - Dues Check-Off	21
Article 12 - Joint Committee	22
Article 13 - Correspondence and Information	23
Article 14 - Member’s Official File	25
General.....	25
Contents	25
Access and Rights	26
Release of Information.....	26
Assessment Files.....	27
Article 15 - Maintenance of the Scholarly and Professional Environment	28
Article 16 - General Liability Insurance	29
Article 17 - Working Conditions	30
Security.....	30
Facilities.....	30
Privacy and Data Protection.....	30
Software and System Changes.....	30
Article 18 - Faculty Member Rights and Responsibilities	31
General Duties.....	31
Distribution of Effort (DOE)	32
Amendments to the DOE	32
Workload	33
Procedures for Assigning Workload	35
Research and Development Semester.....	35
Article 19 - Faculty Appointments	37
Definitions	37
Ranks	37
Contractually Limited Positions	37
Search Committee	38
Candidate Assessment Procedures	40
Letters of Appointment.....	40
Joint Appointments	41

Article 20 - Appointments of Chairs/Directors of Schools.....	42
Chairs/Directors of Schools.....	42
Terms of Appointment of a Chair	42
Renewal of a Chair for a Second Five (5) Year Term.....	43
Search Committee for the Position of Chair	43
Assessment Procedures	43
Transition Leave	44
Article 21 - Tenure, Promotion, and Review of Faculty Members	46
Probationary Period	47
Guidelines and Documentation Templates for Assessment Purposes.....	47
Member Templates.....	48
Department Committee Templates	48
External Assessors	49
Department Tenure and Promotion Committee.....	50
College Tenure and Promotion Committee	52
Committee Mode of Operations	55
Review of Progress Towards Tenure and Promotion to Associate Professor	55
Granting of Tenure.....	55
Promotion to Professor	56
Deliberations Process and Communication of Decision	56
Appeals.....	57
University Tenure and Promotion Appeals Committee	57
Decision of the President	58
Performance Review.....	58
Appeals of Performance Review	60
Grievance	60
Article 22 - Study/Research Leave for Faculty.....	61
Article 23 - Overload Teaching.....	64
Article 24 – Transfers, Redeployment or Buyouts of Faculty and Librarian Members Due to Restructuring or Academic Program Reorganization.....	65
Article 25 - Rights and Responsibilities of Librarians.....	67
Academic and Professional Responsibilities of Librarians.....	67
Professional Practice of Academic Librarianship.....	67
Scholarship: Research, Study, Professional Development, Scholarly and Creative Activities	68
Service: University Service and Academic or Professional Service.....	68
Distribution of Effort (DOE)	69
Workload and the Assignment of Responsibilities	69
Amendments to DOE for Librarians	70
Article 26 - Librarian Appointments	71
Definitions	71
Ranks	71
Contractually Limited Appointments.....	72
Search Committee	72
Candidate Assessment Procedures	73
Letters of Appointment.....	74
Joint Appointments	74
Outside Appointments of Librarian Members	75

Article 27 - Administrative Appointment of Librarian Members	76
Terms of a Librarian Administrative Appointment.....	77
Search Committee	77
Assessment Procedures	78
Transition Leave	78
Article 28 - Continuing Appointment, Promotion, and Review of Librarian Members.....	80
Probationary Period	81
Guidelines and Documentation Templates for Assessment Purposes.....	81
Member Templates	82
Continuing Appointment Committee Templates	82
External Assessment and References	84
Continuing Appointment and Promotion Committee (CAP)	85
Library Continuing Appointment and Promotion Committee (Library Committee).....	87
Committee Mode of Operations and Election to Committee	88
Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian	89
Granting of Continuing Appointment	89
Promotion to Librarian.....	90
Promotion for Contractually Limited Librarians.....	90
Deliberations Process and Communication of Decision	90
Appeals.....	91
Library Continuing Appointment and Promotion Appeals Committee (Library Appeals Committee) .	91
Decision of the President	93
Performance Review.....	93
Appeals of Performance Review	94
Grievance	94
Article 29 - Study/Research Leave and Development Leave for Librarians	95
Study/Research Leave.....	95
Application for Study/Research Leave	95
Study/Research Leave Decision Procedures	96
Duration of Study/Research Leave	96
Conditions of Study/Research Leave	97
Development Leave	97
Article 30 - Responsibilities of Veterinarians	98
Professional Practice	98
Professional Development and Research/Scholarship.....	99
Service: University, Professional and Community Service	99
Article 31 - Workload and Hours of Work for Veterinarians.....	100
Workload	100
Scheduling.....	100
Article 32 - Appointments of Veterinarians	102
Search Process	102
Search Committee	103
Assessment Procedures	103
Letters of Appointment.....	104
Article 33 - Continuing Appointment, Promotion, and Review of Veterinarians.....	105
Article 34 – Placeholder	118
Article 35 - Professional Development Leaves for Veterinarians.....	119
Article 36 - Paid Personal Leave (PPL) for Veterinarian Members	120

Article 37 - Redeployment or Severance of Veterinarian Members Due to Reorganization or Significant Change in Demand for Services	121
Article 38 - Academic Fraud and Misconduct	123
Article 39 - Investigation of Allegations and Discipline	125
Article 40 - Grievance and Arbitration	129
Definitions	129
Informal Resolution	130
Formal Grievance Procedure	130
Arbitration	131
Article 41 - Health and Safety	133
Responsibilities of the University.....	133
Responsibilities of Members	134
Central Joint Health and Safety Committee.....	134
Article 42 - No Discrimination and No Harassment	135
Article 43 – Accommodation of Members with Disabilities	136
Article 44 - Maternity and Parental Leave	138
Eligibility and Application.....	138
Leave Provisions.....	138
Supplemental Income Benefit	138
Additional Unpaid Parental Leave	139
General Provisions.....	139
Article 45 - Leaves of Absence	141
Article 46 - Vacation and Holidays	142
Vacation.....	142
Holidays.....	142
Religious Accommodation.....	143
Article 47 - Sick Leave	144
Workplace Safety and Insurance Board (WSIB) Benefits	144
Long Term Disability (LTD)	145
Return to Work.....	145
Article 48 – Family Medical Leave and Personal Emergency Leave	146
Family Medical Leave	146
Personal Emergency Leave	146
Article 49 - Court Leave	147
Article 50 - Political Leave	148
Article 51 - Research Policies	149
Article 52 - Intellectual Property	150
Article 53 - Compensation	157
Salary General.....	157
Base Increases - Cost of Living Increase	158
Annual Career Increment	158
Performance Increments.....	158
Promotion	159
Provost Recruitment and Retention	160
Research Chairs	160
Overload Stipend	160

Remuneration of Chairs/Directors and Librarian Administrative Appointments.....	160
On-Call and Emergency.....	161
Benefits.....	161
Post-Retirement Benefits	161
Tuition Waiver.....	162
Professional Development Reimbursement (PDR).....	162
Pension.....	164
Member Contributions.....	164
Early Retirement Provisions.....	165
Plan Representation	166
Article 54 - Reduced Workload.....	167
Article 55 - Financial Exigency	170
Article 56 - No Strike or Lockout	173
Article 57 – Research Ethics Appeal Board (REAB).....	174
Letters of Understanding.....	176
Letter of Understanding 1 – CUPE Local 3913 Unit 2	176
Letter of Understanding 2 – Course/Teaching Evaluation	177
Letter of Understanding 3 – Sick Leave	178
Letter of Understanding 4 – Teaching – Professional and Managerial Staff	179
Letter of Understanding 5 – Human Rights and Health & Safety.....	180
Letter of Understanding 6 – Performance Review of Veterinarian Members by Director Outside of the Process indicated in Article 34	181
Letter of Understanding 7 – Benefits.....	182
Letter of Understanding 8 – Essential Services.....	183
Letter of Understanding 9 – Article 18 and Changes to DOE	184
Letter of Understanding 10 – Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members.....	185
Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee ...	187
Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment.....	188
Letter of Understanding 13 – Joint Salary Review.....	189
Letter of Understanding 14 – Workload.....	190

Article 1 - Preamble

- 1.1 The University of Guelph is a community of scholars, dedicated to the pursuit and dissemination of knowledge, the attainment of academic excellence, and the theoretical and practical extension of human capability. Members of our community are engaged in the individual and collective search for truth, for understanding, and for creative solutions to serious problems, through free, open, and critical enquiry in an environment that supports their intellectual, cultural, and physical development.
- 1.2 The relationship between the University and its various employee groups is intended to be one of respect, integrity, and fairness, characterized by transparent decision-and policy-making, regard for principles of due process and natural justice, and a recognition that both parties share the same goal: to contribute to the continuing success of the University.
- 1.3 It is the purpose of this Agreement to:
 - a) set out terms and conditions of employment for Members;
 - b) foster a working environment that enables Members to achieve the objectives and goals of the university;
 - c) foster and maintain collegial relations within the University of Guelph community;
 - d) ensure the fair and equitable treatment of Members through open and transparent procedures and practices;
 - e) provide a means for settling differences that may arise from time to time between the University and the Association.
- 1.4 The Parties agree to co-operate in encouraging a climate of freedom, collegiality, responsibility, and mutual respect in the pursuit of these objectives.
- 1.5 Nothing in this Agreement detracts from the continued right of Members to participate in the collegial governance of the University.

Article 2 - Definitions

- 2.1 **Academic Year** shall mean the period from September 1 to August 31.
- 2.2 **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.
- 2.3 **AHL** shall mean the Animal Health Laboratory.
- 2.4 **Association** shall mean the University of Guelph Faculty Association (UGFA).
- 2.5 **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.
- 2.6 **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.
- 2.7 **CAP Committee** shall mean the Continuing Appointment and Promotion Committee for Librarians and Veterinarians respectively.
- 2.8 **Chair** shall mean the duly appointed Chair of a Department or Director of a School.
- 2.9 **College** shall mean an Academic College as constituted by the Senate and the Board of Governors.
- 2.10 **College Committee** shall mean, for Faculty Members, the College Tenure and Promotion Committee.
- 2.11 **Continuing Appointment** shall mean an appointment of a Librarian or Veterinarian, without term.
- 2.12 **Contractually Limited** shall mean an appointment of a Member for a fixed term.
- 2.13 **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.
- 2.14 **Department/School** shall mean an Academic Department as constituted by the Senate and the Board of Governors.
- 2.15 **Department Committee** shall mean, for Faculty Members, the Department Tenure and Promotion Committee.
- 2.16 **DOE** shall mean Distribution of Effort.
- 2.17 **E-Learning** shall be understood to mean only University of Guelph courses with a suffix "DE".
- 2.18 **Faculty Member** shall mean a Member of the Bargaining Unit who holds the rank of Assistant Professor, Associate Professor, or Professor.
- 2.19 **Library** shall mean all administrative units that report through to the University Librarian.
- 2.20 **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.
- 2.21 **Library Committee** shall mean the Library Continuing Appointment and Promotion Committee.
- 2.22 **Member** shall mean any member of the Bargaining Unit.
- 2.23 **OVC-HSC** shall mean Ontario Veterinary College Health Sciences Centre.

- 2.24 **Parties** shall mean the Parties to this Collective Agreement, namely, the University of Guelph and the Association.
- 2.25 **Provost** shall mean the Provost and Vice-President (Academic) and the chief academic officer of the University.
- 2.26 **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.
- 2.27 **Tenured** shall mean an appointment of a Faculty Member, without term.
- 2.28 **Tenure-track / Continuing Appointment-track** shall mean a Member appointment leading to consideration for the granting of Tenure or Continuing Appointment.
- 2.29 **University** shall mean the University of Guelph, as established by the *University of Guelph Act*, 1964, as amended from time to time.
- 2.30 **Veterinarian** shall mean a Member of the Bargaining Unit principally employed as a veterinarian at the University of Guelph.

Article 3 - Recognition

- 3.1 The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit. The Bargaining Unit includes all persons employed by the University of Guelph in the City of Guelph, at the Kemptville campus in the Municipality of North Grenville, at the Ridgetown campus in the Municipality of Chatham-Kent, at the Vineland Research Station in the Town of Lincoln, at the Simcoe Research Station in the Town of Simcoe, and at the University of Guelph-Humber campus in the City of Toronto as Faculty Members (including Librarians), holding tenure-track or tenured appointments on either a full-time or a part-time basis, together with those holding contractually limited appointments, and all persons employed as Veterinarians in the AHL and the OVC-HSC, save and except:
- a) President, Provost, Vice-Presidents, Vice-Provost (Guelph-Humber), Associate Vice-Presidents, Assistant Vice-Presidents, Deans, Associate Deans, Assistant Deans;
 - b) University Librarian, Associate University Librarians;
 - c) Chief Information Officer;
 - d) Director of Teaching Support Services and the Director of the Arboretum;
 - e) Directors in all Administrative Units including, but not limited to, Real Estate, Hospitality Services, Office of Research, Student Affairs, Finance, and Administrative Services;
 - f) Directors in Laboratory Services Division (Analytical Services, AHL, Regulatory Services);
 - g) Director of the OVC-HSC;
 - h) Research Associates, Research Assistants, Post-doctoral Fellows;
 - i) Visiting Professors and persons, including Visiting Fellows, holding visiting appointments of one year or less, while on leave from another university, institution, firm or government agency, unless they:
 - 1) hold a faculty appointment at the University of Guelph;
 - 2) carry a full range of academic responsibility at the University of Guelph; and
 - 3) are on leave without salary from their home university, institution, firm or government agency.
 - j) Emeritus Professors who do not otherwise hold an appointment in the Bargaining Unit;
 - k) Retired faculty who do not otherwise hold an appointment in the Bargaining Unit;
 - l) Adjunct Professors;
 - m) Persons who hold internships in the OVC-HSC; and,
 - n) Persons for whom a trade union held bargaining rights at the University of Guelph as of the date of the application to the Ontario Labour Relations Board.

Article 4 - Administrative Appointments

- 4.1 Members who are excluded from the Bargaining Unit because they hold an administrative position shall enter or re-enter the Bargaining Unit upon leaving the position excluding them, and shall then be entitled to the rights under this Agreement.
- 4.2 No Member shall be displaced from the Bargaining Unit by the entry or re-entry of an academic administrator into the Bargaining Unit.
- 4.3 When an academic administrator enters or re-enters the Bargaining Unit, his/her terms of appointment (including salary and rank) shall not be inconsistent with the provisions of this Agreement.

Article 5 - Management Rights

- 5.1 Subject to the provisions of this Agreement, the Association acknowledges the right of the University to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as established in the *University of Guelph Act*, 1964, as amended from time to time.
- 5.2 In the implementation of the provisions of this Agreement, the University shall exercise these rights fairly and equitably.

Article 6 - Association Rights and Privileges

Association Membership and Service

- 6.1 Every Member shall have the right to join the Association and, as a Member of the Association, participate in its activities. The University shall not interfere with Members of the Association attending Association meetings or attending to Association business, providing that such participation or attendance does not interfere with the performance of the Member's responsibilities under this Agreement.
- 6.2 No person shall be required to be a Member of the Association as a condition of employment.

Space and Services

- 6.3 The University shall continue to provide the Association with accessible services and maintained space under the current lease arrangements, as amended from time to time.
- 6.4 The Association may use all internal services, to be charged at the internal user rate. The Association shall continue to be provided with an internal billing code.
- 6.5 The Association shall have use of the internal campus mail service for Association business, without charge.
- 6.6 The Association shall have access to meeting rooms (including audio-visual equipment) on campus, for Association business, according to normal booking procedures and regulations.

Release Funds

- 6.7 Current practice will continue for provision of release funds.
- 6.8 Work in any year by Members on the Association's Executive Committee, Council, or other committees or sub-committees, shall be recognized as Service. The UGFA President, or designate, will provide written confirmation of the Member's specific participation in the work of the Union (i.e., the names of the committee(s)) to the Chair by August 15th of each year.

Article 7 - Academic Freedom

- 7.1 The Parties acknowledge that the common good of society depends upon the search for knowledge and its free exposition. Academic Freedom in universities is essential to both of these purposes in the scholarly pursuit of teaching and research.
- 7.2 The Parties agree to abide by the principles of Academic Freedom as expressed in this Article. Furthermore, the Parties recognize that universities are communities in which the right to criticize all aspects of society is valued and respected.
- 7.3 Academic Freedom is the right to examine, pursue, develop, and transmit knowledge and ideas through research, teaching, study, discussion, documentation, production, creation or writing. Academic Freedom specifically provides protection of:
- a) the pursuit of research, creative and scholarly activities, and publishing or making public the results thereof;
 - b) the ability to teach and discuss;
 - c) the creation or performance of works of art;
 - d) freedom in service to the University, discipline, or community through the application of professional or academic skills; and
 - e) freedom from institutional censorship; all without deference to prescribed doctrine.
- 7.4 Academic Freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather, Academic Freedom makes such commitment possible.
- 7.5 Academic Freedom does not confer legal immunity in respect of opinions that may be expressed or activities that may be undertaken, nor does it diminish the obligations of Members to meet their duties and responsibilities to the University.
- 7.6 The Parties agree to uphold and protect the principles of Academic Freedom as specified herein and take necessary steps to protect Members from harassment, threats, or abuse intended to limit or inhibit the exercise of Academic Freedom.
- 7.7 The exercise of Academic Freedom as per this Article shall not be grounds for disciplinary proceedings.

Article 8 - Conflict of Interest and Conflict of Commitment

Conflict of Interest

- 8.1 In this Article, relationship means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage, or common-law relationship, and any relationship (including with a student) of an intimate and/or financial nature during the preceding five years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.
- 8.2 An actual or apparent conflict of interest arises where a Member is in a situation where his/her financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University, or with the Member's participation in any recommendation or decision within the University.
- 8.2.1 An actual or apparent conflict of interest arises when a Member becomes involved in a sexual or otherwise intimate relationship with a student.
- 8.3 A Member has a responsibility to ensure that conflict situations, wherever and whenever they arise, are identified and disclosed in writing to the Dean, University Librarian, or in the case of Veterinarians, Director.
- 8.4 The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict to the Dean, University Librarian, or in the case of Veterinarians, Director, as soon as possible after becoming aware of it.
- 8.5 Following receipt of a notice of conflict, the Dean, University Librarian, or in the case of Veterinarians, Director, shall determine in a timely fashion whether a conflict, actual or apparent, exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict.
- 8.6 Where a conflict of interest has been asserted by a third party, the Dean, University Librarian, or in the case of Veterinarians, Director, shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter. Following this, the decision shall be communicated immediately, in writing, giving reasons to the Member and, where appropriate, to any third parties.
- 8.7 No Member shall knowingly participate in any decision, including academic decisions, that directly and preferentially benefits himself/herself or any individual with whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in 8.1.
- 8.8 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family relationship.

Conflict of Commitment

- 8.9 With the acceptance of a full-time appointment at the University, a Member makes a professional commitment to the University. Members are expected to direct the primacy of their professional commitment to the University. Recognizing that external professional activities can bring benefits to, and enhance the reputation of, the University, and the capacity of Members, the University agrees that Members may engage in part-time professional activities, provided that such activities are not undertaken in conflict with this Agreement and do not conflict or interfere with the Member's responsibilities to the University as defined in this Agreement.
- 8.10 Members must refrain from any external activity which interferes with a Member's responsibilities to the University. A Member will not use his/her University position to promote and/or advance his/her private interests.
- 8.10.1 With the exception of 8.10.1.1, unless prior written approval has been provided by the Dean/AVPR, no Member shall engage in external employment within a 150 kilometer radius of OVC, in his/her area of specialty that is in direct competition with OVC or with analytical services provided by the AHL.
- 8.10.1.1 Continuing Appointment and Tenure-track Members employed in the OVC-HSC as of August 5, 2011 with a current appointment of less than 80% are exempted from the restrictions of 8.10.1.
- 8.11 If a Member plans to undertake an external activity that may interfere with some of the aspects of the Member's University responsibilities, the Member must disclose and seek, in writing, prior approval from the Dean, University Librarian, or in the case of Veterinarians, Director. The disclosure shall be in writing and shall include:
- a) a full description of the nature of the work or activity;
 - b) an estimate of the time required to perform the work or the time period during which the work will be performed;
 - c) the extent, if any, of the use of University facilities, supplies, support staff or students;
 - d) any other external activities that have already been approved in that year or that are continuing from an earlier year; and
 - e) the impact the activity will have on Teaching, Scholarship, and Service responsibilities.
- 8.12 The request for approval will be considered as soon as possible and a decision will be rendered in writing within ten (10) days. If approval is denied, or offered only on conditions, the Member shall be provided with reasons, in writing, for the decision.
- 8.13 Whenever the significant external activities of a Member change materially, the Member is obligated to inform the Dean, University Librarian, or in the case of Veterinarians, Director, in writing. Members should disclose expected changes at least thirty (30) days before the activity is to commence and prior to the Member making a firm commitment to undertake the activities.
- 8.14 All information or reports disclosed in accordance with this Article will be confidential.

Article 9 - Employment in External Remunerative Activities

- 9.1 Tenure-track and Tenured Faculty Members are permitted to earn additional income from external activities, providing that all such activities are arranged so as not to conflict or interfere with their overriding commitment and primary professional loyalty to the University.
 - 9.1.1 The teaching of courses on Overload (as per Article 23) shall not be considered external remunerative activity.
- 9.2 A Tenure-track or Tenured Faculty Member will be alert to the possible effects of his/her outside activities on their obligations to the University and is responsible for consulting with his/her Dean before becoming involved in any outside activity that could lead to a conflict or the appearance of a conflict in accordance with Article 8: Conflict of Interest and Conflict of Commitment.
- 9.3 Tenure-track and Tenured Faculty Members may engage for up to twenty-five (25) days per year in appropriate external remunerative activities such as consulting, private contract work, entrepreneurship, or teaching at another institution, provided that timing of these activities does not conflict with their assigned academic responsibilities.
- 9.4 The scheduling of external remunerative activities will be arranged with the Dean and, where a major commitment of time is anticipated, recorded in a written agreement. If this is an ongoing commitment, the agreement and arrangements will be reviewed annually.
- 9.5 In all cases, the Faculty Member will undertake to ensure that the external remunerative activities will not conflict with his/her primary commitments to Teaching, Scholarship, and Service.
- 9.6 In special cases, external remunerative activities in excess of twenty-five (25) days per year may be requested of and considered by the Dean. If there is an ongoing need for more than twenty-five (25) days, a part-time appointment or leave without pay will normally be appropriate.
- 9.7 By April 1 of each year, the Dean shall remind Tenure-track and Tenured Faculty Members of the requirement to complete a standard University form as per 9.8 below.
- 9.8 Before May 1 of each year, each Tenure-track and Tenured Faculty Member will inform his/her Chair whether or not he/she has been engaged in external remunerative activities by completing a standard University form. For Faculty Members who have engaged in external remunerative activities, such form will indicate the nature and time devoted to these activities conducted within the previous calendar year.
- 9.9 The Faculty Member agrees that there will be no unapproved use of University facilities and/or resources associated with external remunerative activities. Such activities shall not use institutional facilities except for the library and/or a private office unless written approval of the Dean has been obtained. The Faculty Member agrees to pay for any University resources used in his/her external remunerative activities, such as computer time, laboratory equipment and supplies, telephone calls, secretarial services, reproduction services and outside mail services.
- 9.10 The Faculty Member may identify her/himself as an employee of the University of Guelph. The Member may not, however, state that he/she is a representative of the University of Guelph in such activities without prior written permission of the Provost or designate.
- 9.11 The provisions of this Article shall apply mutatis mutandis to Librarians.

Article 10 – Duration and Copies of the Agreement

Duration

10.1 The terms of this agreement shall be in effect from July 1, 2017 to June 30, 2021.

Copies

10.2 The University and the Association will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those Appendices which the University and the Association agree should be distributed.

10.3 Subsequent to ratification, the University and the Association shall cooperate in preparing four (4) original signed copies of the Agreement. The process shall not delay the implementation or signing of the Agreement.

10.4 Within sixty (60) days of the preparation of the four (4) original signed copies of the Agreement by the Parties, the University shall make the Collective Agreement available on the Provost's website. The electronic version of the Agreement shall be fully searchable and have a Table of Contents with listed articles linked to the relevant text. Management shall provide the Association with a web-ready electronic version of the Collective Agreement. Management shall ensure there are sufficient hard copies of the Agreement available to provide a copy to those Members with accessibility issues, at no cost to the Member or the Association.

10.5 The University shall provide the Association with one hundred and twenty-five (125) additional copies of the Agreement at no cost to the Association.

10.6 The letter of appointment of a Member hired subsequent to the signing of this Agreement shall provide the address to access the electronic version of the Collective Agreement.

Article 11 - Dues Check-Off

- 11.1 The University shall deduct from the pay of every Member of the Bargaining Unit such fees, dues, or assessments as may be authorized from time to time, in writing, by the Association.
- 11.2 The Association shall advise the University in writing of any proposed change in the level of these dues at least one full month in advance of the month in which the proposed change would be effective. The Association shall limit the number of changes to no more than three (3) per calendar year.
- 11.3 The University shall remit the amounts deducted pursuant to Article 11.1 to the Association on or before the second pay of the month in which deductions have been made. When the amounts are remitted, the University shall inform the Association of the names, ranks and department numbers of Members from whose salaries deductions have been made, the amount so deducted from the Members' salaries, and the year-to-date totals.
- 11.4 The Association agrees to indemnify and save the University harmless from any claims or any liability arising out of deductions of money for dues made in accordance with the Association's instructions.

Article 12 - Joint Committee

- 12.1 A Joint Committee shall be established within one month of the ratification of this Agreement by the Parties.
- 12.2 The Joint Committee shall be composed of four (4) representatives of the Association (named by the Association) and four (4) representatives of the University (named by the University). At least two (2) representatives of the University and two (2) Members of the Association must be present at any meeting of the Joint Committee.
- 12.3 The Joint Committee shall review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the Grievance and Arbitration procedures set out in Article 40. The Joint Committee shall attempt to foster effective communications and working relationships between the Parties and shall attempt to maintain a spirit of mutual co-operation and respect. In light of this objective, this Article does not preclude the occurrence of informal meetings between representatives of the Association and the University to attempt to resolve differences that may arise from time to time.
- 12.4 The Joint Committee shall meet once a month from September to June inclusive, and at other times as it decides. Regular meetings may be waived by agreement of both Parties. In addition, the Joint Committee shall convene a meeting within fifteen (15) days following receipt of written notice from either the Association or the University. Each member of the Joint Committee shall receive notice no less than five (5) days before the scheduled date of any meeting, and shall receive the agenda of each meeting at least two (2) days in advance of the meeting.
- 12.5 The Joint Committee shall not have the power to add to, or to modify, the terms of this Agreement.

Article 13 - Correspondence and Information

- 13.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement, or incidental thereto, shall pass between the Provost and the President of the Association, or their designates. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal mail service. Correspondence to the Association shall be copied to the Executive Officer or designate.
- 13.2 The University shall provide the Association with the following information in a mutually agreed-upon paper or electronic format:
- a) by the end of the calendar year, an annual list of all Members containing their names, date of hire, categories of appointment, ranks, years of appointment to current rank, birth dates, University addresses, genders, salaries, stipends, Departments, highest degrees obtained, and years of highest degree;
 - b) by the end of each semester, a list of the names of all Members whose employment has been terminated, the dates of such terminations and the categories of terminations, such as, but not limited to dismissal, expiration of contract, death, resignation, or retirement;
 - c) no later than thirty (30) days following the appointment of a new Member, a list containing the name, category of appointment, rank, salary, birthdate, gender, Department, DOE, and University address of such Member;
 - d) by July 1st of each year, an annual list of the names and new ranks of Members who have received Tenure and/or Promotion and the effective dates of such Tenures/Promotions;
 - 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.
 - h) Copies of position descriptions shall be provided to the Association upon written request.
 - i) Copies of all health benefit contracts shall be provided to the Association upon written request.
 - j) Benefit usage rates shall be provided to the Association no more than once per year upon written request.
 - k) No later than February 15 of each year the University shall provide the Association with a list of Departments/Schools that have confirmed distribution of final teaching schedules (per Article 18.20) to Members.
- 13.3 The University shall provide to the Association the following information within one month of the information becoming available to the body or agent that normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University website to which the Association has access:

- a) when they have been approved by the Board, the University's annual audited financial statement and semesterly reports of the University, including all appendices, supplements and ancillary documents;
- b) a copy of the approved University budget;
- c) when they are distributed to Board members, notice, agenda, and accompanying exhibits for public sessions of the meeting of the Board of Governors, and after approval by the Board, minutes of the previous meeting;
- d) at the time of distribution, notice of meeting, agenda, and a copy of the public minutes of the Senate;
- e) at the time of election or appointment, the names and University addresses, if any, of all persons appointed or elected to positions on the Board of Governors and the Senate, together with the names of all persons appointed or elected to the Board of Governors or Senate committees, with any terms of reference for those committees; and
- f) such other information as may be set out elsewhere in this Agreement.

13.4 The Association agrees to provide the University with the following information:

- a) a list of all persons authorized to represent the Association to the University, updated within one week of any change;
- b) a list of the officers and other members of the Executive Committee of the Association, within one month of such membership being established;
- c) a copy of each Association newsletter or bulletin, at the time of issuance to Members;
- d) a copy of the current Constitution and By-laws of the Association, as amended from time to time; and
- e) such other information as may be set out elsewhere in this Agreement.

This information may be provided in whole or in part by publication on the Association's public website.

13.5 It is agreed that there may be additional information needs identified between the Parties. Such additional needs will be discussed through Joint Committee, and the Parties will attempt to mutually agree on what information is required and the dates on which such information might be provided.

13.6 Unless otherwise provided for by this Agreement, the University's internal mail shall be deemed adequate for correspondence between the Association and the University.

Article 14 - Member's Official File

General

- 14.1 The University shall maintain an Official File for each Member.
- 14.2 Maintenance of the Official File shall be the responsibility of the Dean, University Librarian, or in the case of Veterinarians, Director.
- 14.3 It is recognized that copies of some or all of these materials may be used for normal University administrative purposes. Copies of these documents may be filed elsewhere for such purposes. Official Files and any copies of documents shall be clearly marked as "confidential" and maintained in a secure manner. All restrictions specified in this Article that apply to the Official File apply equally to all copies of part, or all, of the File.

Contents

- 14.4 The Official File of each Member shall contain only materials pertaining to the employment of the Member.
- 14.5 The documents and materials retained may include, but are not limited to, materials such as:
- a) Member's curriculum vitae, supplied by the Member, as updated from time to time;
 - b) university transcripts;
 - c) Member's Letter(s) of Appointment;
 - d) salary and work history;
 - e) documentation arising from the application of the provisions of Article 39: Discipline;
 - f) assessments of the Member;
 - g) signed letters of commendation or complaint;
 - h) decisions and recommendations together with reasons arising from human resource decisions;
 - i) DOE and/or position description, if applicable;
 - j) correspondence; and
 - k) copies of materials reflecting professional development and achievement.
- 14.6 With the exception of aggregated student surveys/evaluations, including but not limited to course evaluations, and subject to Article 14.14, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member.
- 14.7 A Member shall be notified in writing of any addition to, or removal from, his/her Official File, excluding routine financial information and material added pursuant to routine file maintenance carried out in the office where the File is maintained. Such notification shall occur within twenty (20) days of such addition or removal.
- 14.8 Any material removed from Official Files must be retained by the University for forty (40) days from the date that written notification is sent pursuant to Article 14.7. The University shall consider requests of Members for such material.

Access and Rights

- 14.9 Members have the right to examine, after giving two days' notice, the entire contents of their Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Dean, University Librarian, or in the case of Veterinarians, Director. Members may be accompanied by a colleague or an Association representative. Members shall not remove their Official File, or parts thereof, from the office where it is held, nor shall Members annotate, or in any way alter, the Official File during this examination.
- 14.10 A Member shall have the right to have included in his/her Official File his/her written comments on the accuracy, relevance, meaning, or completeness of any of the contents of his/her Official File. These comments may include supplementary documents considered relevant by the Member.
- 14.11 A Member may request in writing to the Dean, University Librarian, or in the case of Veterinarians, Director, the removal from his/her Official File of any material that the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 14.12 The Dean, University Librarian, or in the case of Veterinarians, Director shall decide within twenty (20) days whether or not to remove the impugned material. For any impugned material not removed, the Dean, University Librarian, or in the case of Veterinarians, Director, shall render a decision in writing, stating the reasons for the decision.
- 14.13 A Member may, through written request, obtain a copy of any document in his/her Official File. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for copies shall not exceed the per-page charge routinely levied for photocopying at the University.

Release of Information

- 14.14 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Member concerned, except when required:
- a) for official University administrative purposes;
 - b) for Grievance and Arbitration purposes;
 - c) by this Agreement; or
 - d) by law.
- 14.15 Access to the contents of an Official File for official University administrative purposes, for Grievance and Arbitration purposes, or as allowed by this Agreement shall be accompanied by a formal statement informing those concerned of the confidential restrictions on the use of the File. Access to the contents of an Official File in the case of Article 14.14 (d) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted by the Provost or designate. The University shall notify the Member concerned, stating the person or persons granted access to the File and the legal reason for granting this access, unless such notification is prohibited by legal statute.

Assessment Files

- 14.16 Any files and associated materials created for assessment purposes as part of the Tenure and Promotion and Review deliberations shall be deemed to be the Assessment File and shall be part of the Official file.
- 14.17 Until documents are placed in the Official File, they shall not be used for assessment or evaluation of a Member.
- 14.18 Copies of all solicited letters of reference or assessments for Promotion or Tenure/Continuing Appointment considerations shall be placed upon receipt in the Official File of the Member without letterhead and with signature(s) blocked. Only the Dean, University Librarian, or in the case of Veterinarians, Director, may retain the complete originals of such letters, in a file separate from the Official File.
- 14.19 All assessments concerning the evaluation of a Member shall be in writing, be signed, and be included in the Official File.

Article 15 - Maintenance of the Scholarly and Professional Environment

Faculty

- 15.1 The University acknowledges that a critical mass of full-time Tenure-track and Tenured Faculty Members engaged in Teaching, Scholarship, and Service, is essential to enable the University to achieve its academic mission. The Parties agree that work performed by Contractually Limited Faculty, while of value to the institution, does not satisfy this need.
- 15.2 While portions of the work of Faculty Members may be carried out by others, the complete scope of responsibilities as outlined in Article 18: Faculty Member Rights and Responsibilities shall only be assigned to Faculty Members. This clause does not apply to Faculty on the Board of Governors, Assistant and Associate Deans, Deans, Assistant Vice-Presidents, Associate Vice-Presidents, Vice- Presidents, and the President.

Librarians

- 15.3 The University agrees that the work performed by Librarians is essential to the success of the Library in meeting its academic mission. Librarian Members play a critical role in developing and delivering Library information services; assessing, selecting, and ensuring the preservation of information resources; managing staff and financial resources; planning technological infrastructure; information literacy instruction; fostering consortia and partnership initiatives; and strategic planning and goal setting within the Library and affiliated Units.

Veterinarians

- 15.4 The University agrees that the work performed by Veterinarian Members is of central importance to the success of the units in which they work. Veterinarian Members provide a range of clinical and professional services to the unit in which they work, the University, and external clients. Veterinarian Members make important contributions to the professional, scholarly and pedagogical environment of the University and the discipline of veterinary medicine.

Article 16 - General Liability Insurance

- 16.1 The University shall provide insurance coverage in respect of the liability of Members acting within the course of their employment, to the extent provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE) policies now in force.
- 16.2 A copy of the policies of insurance, as amended or substituted from time to time, shall be provided to the Association.
- 16.3 Members who determine that the insurance coverage provided by the University is not adequate to meet their individual needs may purchase additional insurance at their own expense.
- 16.4 Responsibility for the management of any claim covered by the University's insurance policies rests solely with the insurer.
- 16.5 Timely notice will be given to the University of any action or claim of which a Member has knowledge, or of any occurrence or situation that a Member ought reasonably to know might give rise to any action or claim.
- 16.6 Members will be informed by the University in a timely manner of a circumstance, investigation, inquiry, or complaint that will lead to legal action against the Member.
- 16.7 A Member who is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of the Member's employment responsibilities shall be indemnified for any damages awarded against the Member and for the necessary and reasonable costs incurred in the defence of such action except where recklessness or willful neglect is established on the part of the Member.
- 16.8 This Article and any insurance obtained pursuant to it does not apply to legal action initiated by a Member nor to any civil or criminal proceedings that might be initiated by the University against a Member.
- 16.9 A Member who is charged with a criminal offence because of acts done in an attempted performance in good faith of the Member's employment responsibilities, and finally acquitted, or if the charge is dismissed, he/she shall be indemnified for the necessary and reasonable costs incurred in the defense of such charges.

Article 17 - Working Conditions

- 17.1 The University acknowledges a continuing responsibility to maintain an environment in which the academic and professional functions of Members may be effectively carried out.

Security

- 17.2 The University shall consider and respond in a timely manner to personal security concerns that a Member or the Association brings to the University's attention.
- 17.3 The Joint Committee shall discuss measures to deal with issues surrounding personal security brought to it by either Party.

Facilities

- 17.4 Consistent with a Member's responsibilities, the University undertakes to provide a reasonable level of facilities and support services, which include, but are not limited to: suitable office space and furnishings, a telephone, mail, and access to photocopying services and basic office supplies.
- 17.5 The University shall not be responsible for telephone charges other than those associated with assigned responsibilities.
- 17.6 Any reassignment or alteration of work space shall be discussed with the Member directly affected as soon as the need for reassignment or alteration has been determined.

Privacy and Data Protection

- 17.7 The Parties agree that Members have a reasonable right to privacy in their personal and professional communications and files, whether on paper or in an electronic form. The University of Guelph shall maintain a system of internal controls and procedures designed to provide reasonable assurance that information systems established, supported, or used by the University are secured against loss and unauthorized use, access, destruction, or modification.

Software and System Changes

- 17.8 Where the University proposes or intends to implement the use of a software or a significant change to the systems environment that has the potential to significantly affect the terms and conditions of employment of a number of Members, it shall first hold meaningful consultations with the Association through Joint Committee prior to adoption.

Article 18 - Faculty Member Rights and Responsibilities

General Duties

- 18.1 The duties of Members shall be an appropriate combination of Teaching, Scholarship, and Service.
- 18.2 A Faculty Member shall have Academic Responsibilities in each of the three areas as described in 18.5 to 18.9 of this Article, unless there is a written agreement between the Dean and the Faculty Member to the contrary. Any such agreement shall be consistent with the provisions of this Collective Agreement.
- 18.3 In fulfilling their Academic Responsibilities, Faculty Members are expected to adhere to regulations of Senate.
- 18.4 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Faculty Member or his/her Chair. In cases of disagreement between the Faculty Member and his/her Chair, the Dean or designate will decide, communicating his/her decision to the Faculty Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 18.5 A Faculty Member's responsibilities in the area of Teaching include some or all of the following:
- a) making available to students knowledge of the current state of the discipline;
 - b) participating in the design of the courses and programs of the University;
 - c) performing assigned teaching responsibilities;
 - d) assessing the academic work of students;
 - e) being available to students for consultations and academic advising;
 - f) being available as a supervisor and/or academic advisor and/or as a member of a graduate committee to students who are engaged in research and in the preparation and defense of theses or project reports; and
 - g) if applicable, supervising teaching assistants.
- 18.5.1 Where a Faculty Member is a Regular Member of the Faculty of Graduate Studies, normally that Faculty Member is expected to play an active role in graduate education.
- 18.6 A Faculty Member's Responsibilities in the Area of Scholarship include some or all of the following:
- a) the creation of new knowledge, understandings, or concepts;
 - b) the creative application of existing knowledge;
 - c) the organization and synthesis of existing knowledge;
 - d) creative expression; and,
 - e) if applicable, mentoring graduate students to do some or all of a) through d).
- 18.7 These responsibilities require adherence to the ethical standards of the Member's academic discipline(s) and the recognized ethical standards of the national granting councils.

- 18.8 Each Member shall be entitled to, and expected to, engage in, and have time available for, research and creative and scholarly activities. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of such work accessible to the scholarly and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.
- 18.9 A Faculty Member's Responsibilities in the Area of Service:
- a) Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies (for example, Department, College, and Senate committees). Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent. The Dean shall make every effort to ensure that Service commitments are equitably shared.
 - b) Members have the right to participate in the work of learned societies, relevant community service organizations, and professional organizations. A Member's service to such societies and associations shall be considered in the assessment of his/her Service Responsibilities, and shall be treated in the same way as similar duties performed within the University.
 - c) Members have the right to participate in the work of community organizations related to their discipline, including but not limited to, community based teaching (i.e., extension activities), community service where the Member has made an essentially non-remunerative contribution by virtue of special academic competence, and contributing to community projects related to the role of the University. Participation in such activities must not conflict with the fulfilment of the Member's responsibilities within the University.
- 18.10 The University shall make available transportation, at no charge, to any Member who is assigned duties at the University of Guelph-Humber.

Distribution of Effort (DOE)

- 18.11 A DOE for each Member shall be defined in his/her Letter of Appointment and as mutually negotiated in any subsequent agreements documented in the Member's Official File. The DOE defines the relative effort with respect to activities undertaken in fulfillment of his/her academic responsibilities in the areas of Teaching, Scholarship, and Service.
- 18.12 The DOE shall be the basis for the assignment of duties. The translation of DOE percentages into Teaching and Service assignments, while it may vary from Department to Department, must be clearly delineated for the Members of each Department. The DOE may only be modified through negotiation and agreement of the Dean and the Member.
- 18.13 Unless otherwise agreed to in writing by the Dean and the Faculty Member, the default DOE shall be forty percent (40%) teaching, forty percent (40%) Scholarship, and twenty percent (20%) Service.

Amendments to the DOE

- 18.14 The DOE of a Faculty Member who is a Chair of a Department shall be adjusted at the time of the administrative appointment to recognize the adjusted proportion of Service.

- 18.15 A discussion regarding a change to a Faculty Member's percentage of effort in Teaching, Scholarship, and/or Service may be requested by one or more of the Faculty Member, the Chair, and his/her Dean. Every Faculty Member may request a meeting with his/her Chair to review his/her DOE. The meeting shall take place within fifteen (15) days of receipt of the request, or at a mutually agreed upon time.
- 18.16 Any arrangements that alter a Faculty Member's agreed upon DOE must be by mutual agreement, in accordance with the Faculty Member's career development within the context of Department operational requirements, and consistent with the provisions of this Agreement. It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Teaching, Scholarship, and Service and shall not alter the percentage workload of a Faculty Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointment.
- 18.17 Following the meeting in 18.15, the Chair shall provide the written request for amendment to the Dean. The Dean, in consultation with the Chair, will decide whether to approve the request for amendment to the Faculty Member's DOE. Within fifteen (15) days of receipt of the request, the Dean will notify the Faculty Member in writing of the decision and in the event of a negative decision will include reasons. Within ten (10) days of receipt of the decision from the Dean, a Faculty Member may appeal the decision of the Dean to the Provost. The Provost shall notify the Faculty Member and Dean in writing, with reasons, of his/her decision.
- 18.18 A change to a Member's DOE will only be made with the consent of the Member.
- 18.18.1 The provisions of 18.18 may be modified by Letter of Understanding #9 within this Collective Agreement.

Workload

- 18.19 In recommending/determining a Member's teaching workload, the Chair and Dean shall use a fair, equitable, and transparent method. A Faculty Member's teaching assignments may vary from year to year in recognition of the needs of the University and when possible to reflect the interest and teaching strengths of the Faculty Member. These variations will be taken into account by the Dean when approving teaching assignments. The Dean will ensure that the teaching assignments of Faculty Members are as fair and equitable as is reasonably possible, both within the academic unit and across the College.
- 18.19.1 The Chair shall circulate a memo to all Members in his/her Academic Unit that seeks input (within the Member's allocated teaching effort (DOE)) with respect to required/core courses and elective courses the Member would like to teach. Members cannot claim ownership of a particular course.
- 18.19.1.1 The Member shall provide the Chair with a signed completed teaching request form outlining courses the Member wishes to teach. The teaching request form shall include an area where the Member may comment on past requests and assignments.
- 18.19.1.2 Through consultations (e.g., circulation of draft teaching assignments) with Members of the Academic Unit (e.g., through the Curriculum Committee and/or Chair's Council), the Chair makes a recommendation to the Dean on teaching assignment.

- 18.19.1.3 The Chair shall note, where applicable, issues that the Dean needs to resolve.
- 18.19.1.4 A copy of the signed Teaching Request Form shall be placed in the official file.
- 18.19.2 Each Department shall have a promulgated process for assigning teaching assistants (TAs) that is fair, equitable, and transparent. A Member's request for TA support may be made known to the Chair in response to the memo circulated as per 18.19.1 above.
- 18.19.3 Teaching workload norms in Departments/Schools shall be no more than those in effect as of the date of the Agreement. Where new academic units are created (including through amalgamation of existing unit(s)), the newly established teaching workload norms shall be established in the context of the operational requirements of the new unit. The norms shall come into effect only following a ratification in which 2/3 of affected Members vote in favour.
- 18.20 The Dean, or designate, on the recommendation of the Chair, shall finalize the Member's assigned teaching, including E-Learning courses, in writing at eight (8) months in advance of the commencement of the assigned teaching. A copy of the finalized teaching schedule shall be provided to all Members in the Academic Unit by the Dean at least six (6) months in advance of the commencement of the assigned teaching. This schedule shall include, for each course, the instructor, estimated enrollment, teaching assistant support, and the current DOE of each Member. Any change in a Member's assigned teaching made less than eight (8) months in advance of the commencement of the assigned teaching shall take place only when a significant change in circumstances has occurred and in consultation with the Member. Appeals regarding TA support shall be submitted to the Dean.
- 18.21 The University recognizes that the development of an E-Learning course may be more complex than that of a classroom-based course. No Member shall be assigned the development of an E-Learning course without his/her consent. When the development of an E-Learning course is part of the assigned workload of a Member, a written statement of the equivalency will be provided in advance, and the credit given shall be at least equivalent to the credit value of the course.
- 18.21.1 In assigning the teaching of an E-Learning course, the Dean shall take into consideration the complexity and the potentially greater level of preparation required for an E-Learning course as well as the Member's overall teaching workload. The Dean will also take into consideration the amount of technical support required. In all instances, a written statement of the equivalency of the E-Learning course to a classroom-based course will be provided in advance by the Dean. The teaching of a E-Learning course shall be considered equivalent to the teaching of a classroom-based course of the same credit weighting.
- 18.21.2 The Dean will ensure that the appropriate technical support and training are provided.
- 18.21.3 The weighting of an E-Learning Course for the purposes of Promotion and Tenure and Performance Assessment considerations shall be the same as that of a classroom-based course.
- 18.22 Unless indicated in the Letter of Appointment or through mutual agreement of the Faculty Member and the Dean, no Member shall be assigned teaching responsibilities at the Regional Campuses and/or Guelph-Humber.

- 18.23 Assigned Service shall take into account a Faculty Member's total Service commitments (Department, College, University, and External). A Member serving on an external agency or with extraordinary scholarly or contractual commitments may request an adjustment to his/her DOE.
- 18.24 When the University requests, and the Member consents, that a Member perform significant administrative duties or services, there shall be an adjustment in the Member's DOE commensurate with the additional administrative responsibilities.
- 18.25 The Dean is responsible for ensuring that every Department has a fair and transparent process for the equitable assignment of teaching assistants.

Procedures for Assigning Workload

- 18.26 Newly-appointed Members shall have at least 0.5 credit teaching release, at least once, in the first three (3) years of appointment.
- 18.27 Classes assigned to a Member shall be scheduled to permit twelve (12) hours to pass between the completion of teaching one day and the commencement of same on the next day, unless the Member agrees otherwise. No Member shall be assigned, on any day, a class schedule that requires more than three (3) consecutive hours of classroom contact, excluding labs. Exceptions for special circumstances (e.g., six week courses) may be made with the agreement of the Member.
- 18.28 Where a Member is assigned clinical service in the OVC-HSC, he/she will be required to provide no more than a proportionate share of duties. Assignment of clinical service shall be made with due regard to a Member's DOE and shall be fair, equitable, and transparent.
- 18.29 A Faculty Member's clinical service assignment will be scheduled by the Dean or designate in consultation with the Member and his/her Chair.
- 18.30 The Dean or designate will consult with a Member prior to making significant changes to his/her work schedule. This consultation will occur at least thirty (30) days in advance, except in cases of emergencies. Changes made under emergency circumstances shall be deemed to be temporary in nature until such time as the University has met its obligations to consult with the Member. The University shall implement such changes fairly and equitably.

Research and Development Semester

- 18.31 A Faculty Member holding a Full-time Tenured, Tenure-track or Contractually Limited appointment of one or more years and who has assigned teaching responsibilities for two semesters in an Academic Year will devote a third semester to research and scholarly activities, except as modified in 18.31.1, 18.31.2, or 18.32, where the R/D semester will be deemed to have been taken (i.e., there is no 'banking' of time for a R/D semester to be taken at a later date).
- 18.31.1 A Faculty Member may request to have assigned teaching responsibilities for three semesters in an Academic Year. Such requests shall be subject to the approval of the Dean.
- 18.31.2 A Faculty Member with an agreed-upon effort of greater than or equal to 70% in the area of teaching may be assigned teaching responsibilities for three semesters in an Academic Year. In such cases, the assigned teaching for the third semester shall not

exceed a one-course assignment. In addition, teaching in the third semester may only occur on a biennial basis.

- 18.32 By mutual agreement, the Faculty Member and the Dean may choose to reschedule the timing of a Research and Development Semester so that teaching occurs in three (3) semesters.
- 18.33 With the exception of 18.31.1, 18.31.2, and 18.32, a Faculty Member may not be assigned teaching responsibilities for more than four (4) consecutive semesters or have more than two (2) consecutive semesters entirely as Research and Development Semesters.
- 18.34 In the case of a Faculty Member who plans to be absent during a Research and Development Semester, it will be the joint responsibility of the Chair and the Faculty Member to ensure that arrangements have been made for the execution of all normal responsibilities, including the supervision of any student or students for whom the Faculty Member is responsible. If the arrangements cannot be made to the satisfaction of the Chair and Faculty Member, the matter will be referred to the Dean for resolution.
- 18.35 The Dean, upon recommendation of the Chair, will approve the scheduling of the Faculty Member's Research and Development Semester.
- 18.36 Approved Leaves of Absence (e.g. Parental Leave, Study/Research Leave) will not result in any change to the normal scheduling of the Faculty Member's responsibilities. The normal pattern of the Faculty Member's Research and Development semesters will continue in the Faculty Member's absence.

Article 19 - Faculty Appointments

Definitions

- 19.1 All Faculty Members shall have an Appointment corresponding to one of the following types:
- 19.1.1 Tenure-track Appointment is an appointment at the rank of Assistant Professor leading to consideration for the simultaneous granting of Tenure and Promotion to the rank of Associate Professor, or an Appointment at the rank of Associate Professor leading to consideration for the granting of Tenure.
- 19.1.2 Contractually Limited Appointment is an appointment for a specified period not to exceed five (5) years. See article 19.5 below. An appointee in such a position is eligible for consideration for promotion in rank, but is not eligible for consideration for the granting of Tenure. Non-renewal of a Contractually Limited Appointment does not constitute dismissal under the provisions of Article 39: Discipline.
- 19.1.3 Tenured Appointment is an appointment with rank and DOE involving Academic Responsibilities according to the provisions of Article 18: Faculty Member Rights and Responsibilities. Tenure may be conferred:
- a) following successful completion of a probationary period according to Article 21: Tenure, Promotion, and Review of Faculty; or
 - b) at the time of initial appointment, consistent with Article 21: Tenure, Promotion and Review of Faculty.
- 19.1.4 Tenured Faculty Members cannot be dismissed except, and only, for cause and in accordance with the provisions of Article 39: Discipline.

Ranks

- 19.2 Faculty Members shall be appointed at one of the following ranks:
- a) Assistant Professor; or
 - b) Associate Professor; or
 - c) Professor
- 19.3 A Tenure-track Appointment of an Assistant Professor without completion of his/her terminal degree will be for a maximum of two (2) years, at which point the Appointment will be terminated unless all of the requirements for the terminal degree have been completed. In exceptional circumstances, the Provost may extend this period.
- 19.4 A Tenure-track Appointment shall be for a maximum period of six (6) consecutive years, unless approved otherwise by the Provost, and is subject to the relevant provisions of Article 21: Tenure, Promotion and Review of Faculty.

Contractually Limited Positions

- 19.5 For Contractually Limited Appointments, at the end of five (5) years, the University will decide to terminate the position or convert the position to Tenure-track. When the decision is to convert the position to Tenure-track, the Dean, on recommendation of the Chair, may recommend to the Provost that the current incumbent be appointed to the Tenure-track Appointment, without a

search. The Provost's decision to appoint without a search will be final. If the decision is to deny the incumbent's Appointment to Tenure-track, the provisions of this Article will apply.

19.5.1 The University shall use reasonable efforts to offer Contractually Limited Appointments for Faculty that are 12 months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

Search Committee

- 19.6 The University will decide when there is an open position and will determine whether a search will be conducted external and/or internal to the University. Through consultation with Department Members, the Dean will determine the qualifications and specific duties required to fill a vacancy. For searches spanning more than one Department, the Dean or Dean(s) must:
- a) identify the Department(s) that are willing to participate in the search;
 - b) seek broad input on qualifications and duties;
 - c) constitute Search Committees to reflect the scope of the position.
- 19.7 Subject to Article 19.5 all vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.
- 19.8 In conducting an external search, the University shall advertise the position in the CAUT Bulletin and/or associated websites and other publications determined as appropriate by the University.
- 19.9 The information to be provided in the advertisement shall include, but not be limited to:
- a) the type of Appointment, as defined in this Article;
 - b) the qualifications, education, and skills required;
 - c) where applicable, rank;
 - d) any applicable equity provisions; and
 - e) the University of Guelph's employment equity statement.
- 19.10 The University will ensure that all members of the Search Committee have received orientation/training to address to address potential unconscious bias prior to the commencement of the advertisement and interview process. No Member shall be required to participate in this training more than once during the term of this Agreement.
- 19.11 The Search Committee shall consist of: the Chair; three (3) Members from, and elected by, the Department; and up to two (2) persons appointed by the Chair. At least two (2) of the three (3) elected Members must hold tenure.
- 19.12 For joint appointments, the Search Committee shall consist of: the Chair of the major Department; three (3) Members from, and elected by, the major Department; and up to two (2) persons appointed by the Chair. At least two (2) of the three (3) elected Members must hold tenure.
- 19.12.1 Exceptional Searches are rare appointments where the University cannot identify the eventual appointee's home Department at the time of the initiation of the search. The Search Committee shall consist of: the Chair of a Department (named by the Dean); four (4) Members elected from and elected by the Departments; and up to two (2) persons appointed by the Chair. At least three (3) of the four (4) elected Members must

hold tenure. Prior to the commencement of the search, the Association shall be advised.

- 19.13 Academic partner accommodation appointments must be reviewed for rank and acceptability by the standing Department Tenure and Promotion Committee.
- 19.14 Notwithstanding Articles 19.11, 19.12, and 19.12.1, when the nature of the search warrants broadening the composition of the search committee, the University shall ensure that:
- a) The Search Committee is chaired by a Member (i.e., Chair or designate appointed by the Dean);
 - b) The majority of the members of the Search Committee are elected Members (at least two of whom must hold tenure);
 - c) When there is a University representative (e.g., Associate Dean), they will be limited to one (1) and will hold non-voting ex-officio status.

Prior to the broadening of the search committee, the Association will be advised.

- 19.15 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 19.16 Exceptions to search committee structures (per 19.11 – 19.14) shall be made only with prior approval of the Association.
- 19.17 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean and the Provost that the candidate be appointed without an external search.
- 19.18 The Search Committee will be an ad hoc committee whose final membership must be approved by the Provost.
- 19.19 The University will provide all candidates who are interviewed with the contact information for the Association.
- 19.20 In accordance with the University's equity goals, the Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers.
- 19.21 Consistent with principles of employment equity, the Parties agree that:
- a) the primary criterion for appointment to positions in the University is academic and professional excellence; and
 - b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 19.22 Members who serve on Search Committees shall maintain confidentiality regarding the Committee's deliberations, documents, consultations, and proceedings.
- 19.23 Pursuant to Article 8: Conflict of Interest and Conflict of Commitment, should any member of the Search Committee, including the Committee's chair, have a conflict of interest, he/she shall declare it and withdraw from consideration of, and voting on, all relevant cases.

Candidate Assessment Procedures

- 19.24 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 19.25 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Dean with a recommended short list of candidates to be interviewed.
- 19.26 The Dean shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 19.27 The Dean shall facilitate the seeking of input from members of the Department or in the case of Joint or Exceptional Searches, Departments.
- 19.28 After interviewing the short-listed candidates, the chair of the Search Committee shall make written recommendation(s) to the Dean. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Search Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 19.28.1 For an Exceptional Search the respective Department Tenure and Promotion Committee will conduct a review of the Search Committee's recommended candidate(s) and will provide written recommendations to the Dean on whether the candidate(s) is recommended to be appointed to the Department, and if so, Rank and Tenure status.
- 19.29 In the case of an academic partner accommodation appointment, the standing Department Tenure and Promotion Committee shall make a written recommendation to the Dean as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.
- 19.30 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.
- 19.30.1 Academic partner accommodation appointments are not eligible for consideration for conversion of appointment to Tenure-track without a search as per 19.5.
- 19.31 While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list of recommended candidates from the Search Committee (and the Department Tenure and Promotion Committee(s) for an Exceptional Search). The Dean and Provost have the option of continuing the search.

Letters of Appointment

- 19.32 All offers of Appointment shall be issued by the Dean (following approval by the Provost), and will include, but not be limited to, the following:
- a) date of commencement and, where appropriate, date of termination of the Appointment;
 - b) rank;
 - c) salary;
 - d) type of Appointment as defined in Article 19.1;

- e) Distribution of Effort;
- f) any credit for years of service for eligible benefits (e.g., Study/Research Leave);
- g) Campus, Department and/or Unit in which the Appointment is made, including the position to whom the candidate will report;
- h) if applicable, date of final consideration for the granting of tenure;
- i) if applicable, the description of any special duties or conditions that may apply, consistent with the Agreement;
- j) a copy of guidelines respecting Tenure and Promotion expectations as per this Agreement; and
- k) contact information about the Association.

19.33 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

Joint Appointments

19.34 A Joint Appointment is an Appointment in two or more Departments, one of which shall be designated as the major Department for the Appointment.

19.35 The allocation of responsibilities among the respective units shall be set out in the Letter of Appointment.

19.36 The major Department shall be responsible for managing the joint assessment of performance and, where applicable, the Tenure and Promotion considerations, with input from the other Department.

19.37 A Joint Appointment of an existing Member may be reviewed, or a new joint appointment established, by the Dean concerned, with the agreement of the Member.

Article 20 - Appointments of Chairs/Directors of Schools

Chairs/Directors of Schools

- 20.1 For the purpose of this Article, Chair shall mean Chair of Department or Director of School. This Article does not apply to the OVC-HSC, AHL, or the Library.
- 20.2 A Chair shall be a tenured Member. Accountable to the Dean, the Chair is responsible for the orderly, effective, efficient, and collegial operation of his/her Department. The Chair has overall responsibility to ensure that Department practices and processes are formulated, promulgated, and followed, and that College and University policies and procedures are followed.
- 20.3 The Chair, through mentoring and facilitation, shall support each Member of his/her Department in the fulfillment of the Member's assigned responsibilities.
- 20.4 The Chair, through consultation with Members of the Department, formulates recommendations concerning policy or the matters of interest to the Department. Such recommendations shall be directed to the Dean.
- 20.5 The other responsibilities of the Chair are those assigned to the Chair in this Agreement and those in the Letter of Appointment, which shall be consistent with her/his status as a Member of the Bargaining Unit. Copies of the Letter of Appointment for Chairs, Acting Chairs, and Interim Chairs shall be provided to the Association. A Letter of Appointment is not required for a Deputy Chair.

Terms of Appointment of a Chair

- 20.6 The term of Appointment of a Chair shall normally be five (5) years. At the end of five (5) years, the term may be renewed once in accordance with this Article.
- 20.7 A Member who is a Chair shall receive an annual stipend at the time of the appointment to the position of Chair in accordance with Article 53: Compensation. At the conclusion of his/her appointment as Chair, the Member shall no longer be eligible for the Chair's stipend.
- 20.8 The DOE of a Member who is appointed as Chair shall, after discussion with the Dean, be adjusted to reflect the percentage allocated to Service.

Terms of Appointment of Deputy and Acting Chairs

- 20.9 In the event a Chair is going to be absent from campus for a period of less than one (1) month, the Chair may recommend, and the Dean, at his/her discretion, may appoint, a Deputy Chair. A Deputy Chair is not eligible to receive the administrative stipend. A Member shall not be appointed Deputy Chair without his/her consent.
- 20.10 In the event a Chair is going to be absent from campus for a period of one (1) month or longer, the Dean will appoint an Acting Chair who will be provided an administrative stipend for the period of the Acting appointment, on a pro-rata basis as per Article 53: Compensation.
- 20.10.1 The term of an Acting Chair shall normally not exceed a period of one (1) year from the date of appointment. A Member shall not be appointed Acting Chair without her/his consent.

Terms of Appointment of Interim Chairs

- 20.11 Each Department shall normally have a Chair. In the event that the position of Chair becomes vacant due to illness, or an extended search process continues beyond the end of the Chair's term of appointment, the Dean may appoint an Interim Chair. The term of an Interim Chair shall not normally exceed a period of one (1) year from the date of appointment. A Member shall not be appointed Interim Chair without her/his consent. An Interim Chair will be provided an administrative stipend for the period of the appointment on a pro-rata basis as per Article 53: Compensation.
- 20.12 The appointment of an Interim Chair is not meant to replace the initiation of a search process. In the event that the position of Chair becomes vacant, a search committee will be struck as per Article 20.16 as soon as is practicable.

Renewal of a Chair for a Second Five (5) Year Term

- 20.13 The Dean will make his/her recommendation to the Provost. If the Provost decides the incumbent Chair will not be renewed for a second term, a Search Committee will be struck.

Search Committee for the Position of Chair

- 20.14 At the time of a search for a Chair, the Dean, in consultation with the Provost, shall convene a Search Committee.
- 20.15 The composition of the Search Committee shall be:
- a) two (2) Members designated by the Dean from outside the Department, one (1) of whom must be a Department Chair;
 - b) two (2) non-Members affiliated with the Department, designated by the Dean;
 - c) three (3) Members elected by the Department. At least two (2) of the three elected Members must hold tenure; and
 - d) the Dean, who will act as chair.
- 20.16 The Dean, in consultation with the Search Committee, may recommend to the Provost that an internal search be conducted.
- 20.17 If conducting an external search, the University shall advertise the position in the CAUT Bulletin or associated website, University Affairs, and other publications as determined by the University.

Assessment Procedures

- 20.18 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a short list of recommended candidates to be interviewed. The Dean and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.
- 20.19 The evaluation and ranking of the candidates by the Search Committee will be confidential.
- 20.20 The Dean will seek input from Department members and will facilitate input from members of the University community.
- 20.21 After interviewing the candidates, the Dean, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be

made from this list. The Dean and Provost have the option of continuing the search.

Transition Leave

- 20.22 Upon completion of five (5) years or more in the position of Chair, the Member is eligible for two semesters of Transition Leave. However, the Chair is entitled to request Transition Leave with salary for up to one (1) of these semesters during a term of Appointment. If a Leave of more than one (1) semester is required during a term of Appointment, the incumbent will be expected to resign from his/her administrative appointment. A period of Transition Leave, at the end of the term of the appointment, is not considered to be part of the term of the appointment.
- 20.23 Transition Leave is intended to provide a Chair with sufficient time to re-establish or enhance his/her research and/or teaching skills to prepare him/her for return to the professoriate. So long as recognized scholarly objectives are being sought, both study and research activities, whether singly or in some combination, should be regarded as eligible to satisfy the purposes of the Transition Leave.
- 20.24 Transition Leave will be paid leave.
- 20.25 The two semesters of Transition Leave shall be continuous unless combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities. Transition Leave shall normally commence on either September 1 or January 1, immediately following the completion of the term of Chair, except by mutual agreement of the Member and the Dean.
- 20.26 A period of Transition Leave can be combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities, during which time no teaching is assigned, as long as the total period does not exceed twelve (12) months, except by mutual agreement of the Member and the University.
- 20.27 Credited service toward eligibility for Study/Research Leave will be accumulated at the rate of one semester of credited service for each year served as Chair.

Transition Leave for Deputy, Acting, and Interim Chairs

- 20.28 An appointment to Chair of less than five (5) years or a part-time Chair, or to Deputy Chair, Acting Chair, or Interim Chair shall accrue Transition Leave as follows:
- 20.28.1 A Chair of less than five (5) years, or a part-time Chair, shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.28.2 Deputy Chairs (per 20.9) are not eligible to accrue credit toward Transition Leave.
- 20.28.3 Acting Chairs (per 20.10) shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.28.4 Interim Chairs (per 20.11) shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.29 A written request for Transition Leave will be made to the Dean and will include:
- a) a statement of goals;
 - b) an activity plan;

- c) an indication of when and where the Leave is expected to be taken;
- d) where applicable, the results of the previous Leave; and
- e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.

20.30 Normally, requests are submitted to the Dean at least nine (9) months prior to the intended starting date of the Leave. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date of the Leave.

Article 21 - Tenure, Promotion, and Review of Faculty Members

- 21.1 This Article applies to Tenure, Promotion, and Review decisions of Faculty Members who hold Tenured or Tenure-track Appointments and to Promotion and Renewal decisions for Contractually Limited Faculty Members.
- 21.2 *The University of Guelph Act*, 1964 empowers the Board of Governors to promote and confer Tenure on Faculty Members on the recommendation of the President. The University will promote Faculty Members and grant Tenure to Faculty Members only in accord with the provisions of this Article.
- 21.3 The Dean will meet with each Member in the Faculty Member's first semester of appointment and will discuss the approved criteria for the granting of Tenure and Promotion to Associate Professor.
- 21.4 The Dean will notify the Member on an annual basis that both the Dean and the Chair are available to mentor the Member. In addition, the Dean shall meet with each Tenure-track Faculty Member before the end of April of each year of the probationary period to discuss the Member's progress towards and the possibility of application for Tenure and Promotion.
- 21.4.1 A record of the discussion mandated in 21.4 signed by both the Dean and the Tenure-track Member, shall be placed in the Tenure-track Member's Official File. In signing the document, the Dean and the Faculty Member are agreeing that it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 21.5 Faculty have the right to know explicitly what criteria are used for Tenure, Promotion, and Review purposes as well as reasons for decisions related to their Tenure, Promotion, and Review. The process must be transparent, fair, and equitable.
- 21.5.1 Approved Tenure and Promotion Guideline documents shall be posted on the Department/School Website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 21.6 The conferring of Tenure and Promotion to Associate Professor is a very important step in the relationship between the University and a Faculty Member and it should be decided upon only after careful consideration and attention to due process. The granting of Tenure and Promotion to Associate Professor recognizes academic competence and maturity and significant scholarly achievement, demonstrated by contributions to the academic functions of the University and to the Member's discipline within and outside the University. The conferring of Tenure and Promotion to Associate Professor obliges the University to support the career of the Member and it obliges the Member to continue to perform in a manner deserving of that support.
- 21.7 Promotion to Professor recognizes long-term, established, and outstanding Scholarship. It is granted in recognition of academic competence, maturity, and, normally, an established international reputation for achievement and expertise in the Member's field.
- 21.8 Contractually Limited Faculty Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration for Tenure and therefore the granting of Promotion to Contractually Limited Members does not confer Tenure.

- 21.9 In considering a Member for Tenure and Promotion to Associate Professor or Promotion to Professor, consideration will be given to the individual Member's life-time contribution in the areas defined in Article 18: Faculty Member Rights and Responsibilities.
- 21.10 Each candidate for Tenure and Promotion to Associate Professor or Promotion to Professor is expected to establish a record of performance in each of Teaching, Scholarship, and Service.
- 21.11 Consideration of the DOE accorded to Teaching, Scholarship, and Service by a Tenure and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.
- 21.12 While a candidate must have achieved a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong performance in Teaching or Scholarship. However, an unsatisfactory record of performance in Service contributions may be an important factor in the denial of Tenure and/or Promotion.
- 21.13 The evaluation of a course taught by a Member on overload will be considered as part of the materials for Tenure, Promotion, and Performance Review.

Probationary Period

- 21.14 The maximum duration of a Tenure-track Appointment is six (6) consecutive years of full-time employment from the date of the Tenure-track Appointment, exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave.
- 21.15 The maximum length of the Probationary period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

Guidelines and Documentation Templates for Assessment Purposes

- 21.16 The exact nature of information considered relevant in the consideration of Members for Tenure and Promotion, or for Review of Members, is to be decided upon by the Members of the Department and articulated in a Guidelines document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Tenure, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Members of the Department, and also by the College Committee and the Provost.
- 21.17 All Members are to be informed in writing by the Department Chair of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Departmental criteria that will be used for Promotion, Tenure, and Review purposes.
- 21.18 The Dean, in consultation with the Provost, will develop standard documentation templates. Each Dean will consult with the College Tenure and Promotion Committee in the development of these templates:

Member Templates

21.18.1 Progress Template

A template for the purpose of Tenure and Promotion considerations (i.e., progress toward the granting of Tenure and Promotion to Associate Professor, and applications for Tenure and Promotion) in which each Faculty Member in that College will document his/her relevant life-time scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, Service, and publication reprints.

21.18.2 Performance Assessment Template

A template for the purpose of performance assessment in which each Faculty Member in that College will document his/her relevant scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, Service, and publication reprints.

Department Committee Templates

21.18.3 Performance Assessment – Biennial Year

A Department Committee Performance Assessment Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's performance. Such Report shall also include the performance rater for each individual area of effort and the overall performance rater.

21.18.4 Performance Assessment – Non-Biennial Year

A Department Committee Performance Progress Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's performance. Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than "Good."

21.18.5 Tenure-track Faculty – Progress Feedback

A Department Committee Progress Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's progress toward the granting of Tenure and Promotion to the rank of Associate Professor.

21.18.6 Tenure and Promotion to Associate Professor – Application or Final Year Consideration

A Department Committee Tenure and Promotion Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's Application or final year consideration for the granting of Tenure and Promotion to Associate Professor.

21.18.7 Promotion to Professor – Application

A Department Committee Promotion Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's application for the granting of Promotion to Professor.

21.18.8 The Member Templates, which must conform with the Collective Agreement and approved Department Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Tenure and Promotion committees. The Template shall be protected from further changes once completed and submitted by the Member, except as specified in 21.18.8.1.

21.18.8.1 Members have the right to update their submission by August 31st with information that could not reasonably have been provided by the original submission deadline.

Where a Member believes the eCV system precludes him/her from completing his/her Member Template in accordance with approved Department Guidelines and the Collective Agreement, he/she shall raise the issue with the Office of Faculty and Academic Staff Relations. Should no resolution be reached, the Faculty Member shall have the option of appeal to the Dean. The Dean shall provide a written response, with reasons, within ten (10) days.

21.19 The Department Committee Performance Assessment Report (per 21.18.3 and 21.18.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

21.20 All Department Committee Progress Reports (as per 21.18.5) and Department Committee Tenure and Promotion Reports (as per 21.18.6) will be retained in the Official File of the Member until such time that Tenure and Promotion has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

21.21 The Department Committee Promotion Report (as per 21.18.7) will be retained in the Assessment File of the Member until the current Tenure and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessors

21.22 Written opinions of the Member's research and other scholarly activities by experts in the Member's field are required to support a recommendation for the granting of Tenure and Promotion to Associate Professor and for Promotion to Professor. External assessments are very important as part of the deliberations process but are not determinative. The Provost, in consultation with the Deans, and through consultation with the College Tenure and Promotion Committee, will devise the process by which external assessment will be sought for the conferring of Tenure and Promotion to Associate Professor and the granting of Promotion to Professor within the College. The following principles will apply:

- a) Normally, External Assessors will be persons who have an 'arm's length' relationship to the Member and who are not members of this University;
- b) The normal number of external assessments to be obtained will be three (3);
- c) The Department Chair and the Member will agree upon which individuals are acceptable Assessors and will forward this list to the Dean. If agreement cannot be reached, the Department Committee will decide on the acceptable Assessors;
- d) The Dean will be responsible for communicating with Assessors as per c). The information sent to the Assessors will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean of the Faculty Member's College;
- e) All assessments will be in writing;
- f) The following information will be made available (see also Article 21.26.1 and 21.63.1) to the External Assessors:
 - 1) applicable Guidelines/Criteria for Tenure and Promotion;
 - 2) the Faculty Member's Curriculum Vitae;
 - 3) a copy of the Member's DOE;
 - 4) a selection of reprints of the Faculty Member's published work, chosen by the Faculty Member; and
 - 5) any other evidence of Scholarship as determined by the Faculty Member.
- g) It is the responsibility of the Dean to ensure that external assessment letters are provided to the Chair prior to the commencement of the Department Committee deliberations process; and
- h) It is the responsibility of the Chair to ensure that external assessment letters are included in the Faculty Member's Assessment file prior to the commencement of the deliberations process.

Department Tenure and Promotion Committee

21.23 The role of the Department Tenure and Promotion Committee shall be the following:

- a) assess the Faculty Member's performance and complete a Department Committee Performance Assessment Report to be considered as input to the College Tenure and Promotion Committee;
- b) assess the Faculty Member's progress toward the conferral of Tenure and Promotion to Associate Professor and complete a Department Committee Progress Report to be considered as input to the College Tenure and Promotion Committee as part of the feedback to the Faculty Member;
- c) assess the Faculty Member's application (or final year consideration) for the conferral of Tenure and Promotion to Associate Professor and complete a Department Committee Tenure and Promotion Report to be considered as input to the College Tenure and Promotion Committee as part of the Tenure and Promotion decision;
- d) assess the Faculty Member's application for Promotion to Professor and complete a Department Committee Promotion Report to be considered by the College Tenure and Promotion Committee as part of the promotion decision;

- e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor.

21.24 The composition of each Department Tenure and Promotion Committee shall be:

- a) The Chair of the Department, who will act as chair of the committee and who will be provided a second vote to break a tie;
- b) Four tenured Faculty Members in the Department, elected for a two year term by the Faculty Members in the Department;
- c) One full-time Tenured Faculty Member from within the College. The College Member shall be elected for a two-year term by the Faculty Members in the College, and will be a non-voting member.

Election of Department Members of the Department Tenure and Promotion Committee

21.25 Every tenured Faculty Member in the Department is eligible to be nominated to serve as a Department Member on the Department Tenure and Promotion Committee except:

- a) Those who are already members of the Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) The Department Member of the College Committee,
- d) The College Member,
- e) Those who have served two consecutive terms over the past four years,
- f) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.25.1 Nominations to the Committee must be signed by a proposer and a seconder from within the Department and by the nominee and must be submitted to the Chair's office on or before the end of a two-week nomination period.

21.25.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. The election will be organized so that half the Department Members of the Department Tenure and Promotion Committee will be elected each year.

21.25.3 All Faculty Members in the Department holding tenured, tenure-track, or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.

21.25.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair is also eligible to vote. In the case of a tie, the Chair will have the deciding vote.

21.25.5 Each Department Member of the Department Tenure and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Department Member of the Department Tenure and Promotion Committee.

21.25.6 If through illness, or for any other reason, it appears that the Department Member of

the Department Tenure and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.25.1-21.25.6 will be held to find a replacement Member to fill the remainder of the term.

- 21.26 With the exception of Article 21.43 and 21.44, it is the Faculty Member's responsibility to confirm his/her eCV by August 15th to be considered by the Tenure and Promotion Committees.
- 21.26.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Tenure and/or Promotion Processes, a Member may, in addition to the eCV, attach supplemental materials. In the supplemental materials, the Member shall include only those components of the Member's contributions that are not able to be appropriately captured in the eCV.
- 21.27 The Chair shall ensure the Faculty Member is informed in writing when information relevant to the current Tenure, Promotion, and Review period is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.
- 21.28 The Chair shall ensure that documentation pertaining to the Faculty Member's DOE, teaching/course evaluations, and letters of external assessment (where applicable), are properly included in the Member's Assessment file prior to the commencement of the deliberations process.
- 21.29 The Chair shall ensure that Members of the Committee are provided with the relevant Tenure and Promotion Guidelines document.

College Tenure and Promotion Committee

- 21.30 The role of the College Tenure and Promotion Committee shall be to:
- a) receive for approval the Guidelines for Tenure and Promotion;
 - b) assess the Faculty Member's performance and/or progress toward the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor at the College level;
 - c) consider the Departmental assessment and recommendation;
 - d) ensure the Departmental assessment is consistent with the Guidelines and standards of performance established by the Department;
 - e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor;
 - f) consider the Dean's written assessment of service as chair, for Chairs. Such assessment shall be provided to the Chair at least ten (10) days prior to the college meeting so as to allow the opportunity for the Chair to append a written response, should he/she so wish;
 - g) submit positive recommendations for the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor to the President for decision;

- h) submit all recommendations to the Provost; and
- i) issue a letter to the Faculty Member communicating the College Committee's assessment and recommendation according to the provisions of 21.46.

21.31 The composition of each College Tenure and Promotion Committee shall be:

- a) the Dean of the College, who will act as chair of the Committee and who will vote a second time to break a tie;
- b) a tenured Faculty Member from each Department, elected for a two-year term by the Faculty Members of the Department, and who is not also a member of the Department Tenure and Promotion Committee; and
- c) one full-time Tenured Faculty Member from within the College who is also serving on the Department Tenure and Promotion Committee.

Election of Department Members of the College Tenure and Promotion Committee

21.32 Every tenured Faculty Member in the College is eligible to be nominated to serve as a Department Member on the College Tenure and Promotion Committee except:

- a) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) The College Member,
- d) Those who have served two consecutive terms over the past four years,
- e) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.32.1 Nominations to the Committee must be signed by a proposer and a seconder from within the Department and by the nominee and must be submitted to the Chair's office on or before the end of a two-week nomination period.

21.32.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. In a case where there is no Assistant Professor, the most recently appointed Associate Professor shall serve.

21.32.3 All Faculty Members in the Department holding tenured, tenure-track, or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.

21.32.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair is also eligible to vote. In the case of a tie, the Chair will have the deciding vote.

21.32.5 Each Department Member of the College Tenure and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as the Department Member of the College Tenure and Promotion Committee.

21.32.6 If through illness, or for any other reason, it appears that the Department Member of the College Tenure and Promotion Committee will be unable to attend the meetings of

the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.32.1-21.32.5 will be held to find a replacement Member to fill the remainder of the term.

Election of the College Member

- 21.33 Every tenured Faculty Member in the College is eligible to be nominated to serve as the College Member except:
- a) Those who are already members of the Department Tenure and Promotion Committee,
 - b) Those who are already members of the College Tenure and Promotion Committee,
 - c) Those who will be unavailable for the meetings of the Committees,
 - d) Those who have served two consecutive terms over the past four years,
 - e) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.
- 21.33.1 Nominations for the Committee must be signed by a proposer and a seconder from within the College and by the nominee and must be submitted to the Dean's office on or before the end of a two-week nomination period.
- 21.33.2 The election will be conducted by the Dean or his/her designate, who will also serve as the enumerator and who will inform the College of the results.
- 21.33.3 All Faculty Members in the College holding tenured, tenure-track, or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 21.33.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice-President (Academic) will have the deciding vote.
- 21.33.5 The College Member will be elected for a two-year term. He/she will be eligible to serve two consecutive terms and then must take an absence of one term before being eligible for reelection as the College Member.
- 21.33.6 If through illness, or for any other reason, it appears that the College Member will be unable to attend the meetings of the Committees, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.33.1-21.33.5 will be held to find a replacement Member to fill the remainder of the term.
- 21.34 The Chair of the Department Committee will ensure the transfer to the College Committee of the Assessment File considered by the Department Committee. The Dean may request that a Chair appear before the College Committee as part of the deliberation process.
- 21.35 The complete Assessment File shall include all of the same information considered by the Department Committee plus the Assessment/Progress Report(s) from the Department Committee. The Assessment/Progress Report(s) from the Department Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Faculty Member's performance in relation to expectations set out in the approved Tenure and Promotion Guidelines document.

Committee Mode of Operations

- 21.36 The Faculty Member's performance will be evaluated solely on the basis of the material contained in the Assessment File and therefore accessible to the Faculty Member prior to the meeting of the Department Committee (i.e., evaluations cannot be based on hearsay information).
- 21.37 The decisions of the Department and College Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to the consideration of and decision on a particular case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.
- 21.38 Where a Chair of a Department wishes to be considered for Promotion, the procedure shall be followed as for any other Faculty Member except that for the purpose of consideration of the Promotion, the Department Committee will choose one of its own Members in the Department to act as chair of the Committee while the matter is dealt with.

Review of Progress Towards Tenure and Promotion to Associate Professor

- 21.39 Each year, Tenure-track Faculty Members at any rank will submit a completed Progress Template to the Chair according to the timelines indicated in this Article. The progress towards Tenure and Promotion to Associate Professor of all Tenure-track Faculty Members will be considered by the Department and College Tenure and Promotion Committees. Feedback in the form of a written Progress Report will be provided by the Dean to the Faculty Member.
- 21.40 The Chair shall, prior to the commencement of the Department Committee deliberations, meet with each Tenure-track Faculty Member to review his/her Assessment File. The Dean shall, upon written request by the Faculty Member and within ten (10) days of receipt of such written request, meet with the Faculty Member to review his/her Assessment File.

Granting of Tenure

- 21.41 Failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.26.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the determination that progress has not been made toward granting of Tenure and Promotion to Associate Professor, and such decision shall be recorded in the Member's Assessment File.
- 21.41.1 In the final year of candidacy for Tenure and Promotion to Associate Professor, failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.26.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the termination of the Faculty Member's Tenure-track Appointment.
- 21.42 In the final review of tenure-track Members, consideration for the granting of Tenure and Promotion to the rank of Associate Professor will occur. The decision will be either to grant Tenure and confer Promotion to Associate Professor or not to grant Tenure and terminate the Faculty Member's appointment.
- 21.43 Further to Article 21.39, a Faculty Member may apply for the early granting of Tenure and conferring of Promotion to Associate Professor in either the third, fourth or fifth year of

appointment. Such application, including the name and full contact information of six (6) External Assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) (2, 3, 4, and 5) shall be provided by the Member to the Dean by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion to Professor

21.44 Consideration for Promotion to the rank of Professor will occur only on application of the Member. Such application, including the name and full contact information of six (6) External Assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) (2, 3, 4 and 5) shall be provided by the Member to the Dean by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Deliberations Process and Communication of Decision

21.45 The Department Committee will assess each Faculty Member's performance and make a recommendation to the chair of the College Committee with respect to the granting of Tenure and Promotion to Associate Professor or Promotion to Professor. The Department Committee will complete the appropriate Report (as per 21.18) for each Faculty Member who has been considered. The Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the College Tenure and Promotion Committee.

21.46 Within fifteen (15) days of the completion of Tenure and Promotion considerations at the College Tenure and Promotion Committee, the Dean will provide, to each Faculty Member being considered, a letter (signed by all members of the College Committee who were present for the relevant deliberations) indicating the following:

- a) for Tenure-track Faculty Members: An assessment of progress toward Tenure and Promotion to Associate Professor;
- b) for all Faculty Members who were considered for Tenure and Promotion to Associate Professor or Promotion to Professor: the recommendation of the College Tenure and Promotion Committee along with the reasons for the recommendation.

21.47 For Faculty Members considered for Tenure and Promotion to Associate Professor, the letter from the Dean will include one of the following recommendations:

- a) that Tenure be granted and Promotion to Associate Professor be conferred;
- b) that the Tenure-track Appointment be continued; or
- c) that Tenure not be granted and the Appointment be terminated.

In the final year of candidacy for Tenure and Promotion to Associate Professor, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 21.50, and to contact the Association.

21.48 The College Tenure and Promotion Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to the recommendations.

21.49 Following consultation with the Provost, the President will make an expeditious decision either to grant tenure immediately or to deny tenure, and will communicate his/her decision to the Faculty Member immediately. The new rank will become effective the following July 1st. In the case of a denial of tenure, reasons will be provided.

Appeals

21.50 Within fifteen (15) days of the date of issuance of the letter from the Dean, the Faculty Member may appeal a negative recommendation of the College Tenure and Promotion Committee to the chair of the University Tenure and Promotion Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.

21.51 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed Report(s) (as per article 21.18) from the Department Committee. Letters from external assessors will be provided upon request, but they shall be provided by the Dean without attribution and with any personally identifying information removed.

University Tenure and Promotion Appeals Committee

21.52 The University Tenure and Promotion Appeals Committee will serve as an advisory body to the Provost, who will act as Committee Chair. All Members of the Appeals Committee must have Tenure and must have either held the rank of Associate Professor for a minimum of five (5) years or hold the rank of Professor. Membership of the Committee shall consist of one representative and one alternate representative from each College of the University elected for a two-year term by the Members of that College. Membership shall be staggered so that one half of the body of representatives and one half of the body of alternate representatives is elected each year.

21.53 No Member may serve more than two (2) consecutive two-year terms. A Member may be eligible for re-election to the University Tenure and Promotion Appeals Committee after an absence of one term.

21.54 Every tenured Faculty Member in each College is eligible to be nominated to serve as the College Representative or Alternate on the University Tenure and Promotion Appeals Committee except:

- a) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who are already members of the College Tenure and Promotion Committee,
- c) The College Member,
- d) Any Chair,
- e) Those who have served two consecutive terms over the past four years.

21.54.1 Nominations to the Committee must be signed by a proposer and a seconder from within the College and by the nominee and must be submitted to the Dean's office on or before the end of a two-week nomination period.

21.54.2 The election will be supervised by the Assistant Vice-President (Faculty and Academic Staff Relations) who with the Dean or his/her designate will be enumerators and will inform the College of the results.

- 21.54.3 All Faculty Members in the College holding tenured, tenure-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote for the Representative and Alternate from the College.
- 21.54.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice President (Academic) will have the deciding vote.
- 21.54.5 The College Representative and Alternate will be elected for a two-year term. They will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection to the University Tenure and Promotion Appeals Committee.
- 21.54.6 If through illness, or for any other reason, it appears that both the College Representative and Alternate will be unable to attend the meetings of the University Tenure and Promotion Appeals Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.54.1-21.54.6 will be held to find a replacement Member to fill the remainder of the term.
- 21.55 The complete Assessment File shall include all of the same information considered by the College Committee.
- 21.56 The Faculty Member may choose to appear before the Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials (which may be new) in support of the appeal of the decision not to grant Tenure and Promotion to Associate Professor and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 21.57 The Committee may request the Faculty Member, the Chair, the Dean, or any other member of the Department or College Tenure and Promotion Committees to appear before it.
- 21.58 The University Tenure and Promotion Appeals Committee shall consider all appeals and recommendations from the College Tenure and Promotion Committees and will make its recommendation to the President.
- 21.59 The Provost may, where he/she considers it appropriate, extend the Faculty Member's probationary period to permit reconsideration of the case by the Department and College Committees.

Decision of the President

- 21.60 Following the hearing of all appeals, the University Tenure and Promotion Appeals Committee shall forward its recommendations to the President. The President shall inform the Faculty Member and the Department Committee Chair in writing of the decision of the University.

Performance Review

- 21.61 *Faculty*

Members will be considered biennially by the Department and College Tenure and Promotion Committees for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.

- 21.62 The biennial performance review of tenure-track or tenured Faculty Members and the annual performance reviews of Contractually Limited Faculty Members provide to each Faculty Member a rating of either “Unsatisfactory,” “Improvement Required/Developmental,” “Good,” “Very Good,” or “Outstanding” in each of area of effort: Teaching, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Faculty Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member’s DOE during the review period.
- 21.63 Each Faculty Member must submit his/her completed and confirmed eCV Performance Assessment Template to the Chair by August 15th. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation.
- 21.63.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member’s contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Performance Assessment Process, a Member may, in addition to the eCV, attach supplemental material. In the supplemental materials, the Member shall include only those components of the Member’s contributions that are not able to be appropriately captured in the eCV.
- 21.64 Failure to confirm the eCV Performance Assessment Template to the Chair by August 15th, without prior approval from the Dean and Provost, will result in an “Unsatisfactory” performance assessment.
- 21.65 Notwithstanding the scheduling provisions outlined in 21.61, the following assessments will occur on an annual basis:
- a) Subsequent to any overall biennial performance assessment of a Tenure-track or Tenured Faculty Member that is less than “Good,” that Member will be subject to an annual review of performance by the Department and College Tenure and Promotion Committees for the purpose of providing feedback on performance. No performance raters will be determined.
 - b) The performance of all Contractually Limited Faculty Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 21.62 above).
- 21.66 The Department Committee will assess each Faculty Member’s performance and will complete a Performance Assessment Report for each Faculty Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The Department Committee will not rank order Faculty Members within the performance rater categories. The Performance Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Performance Assessment Report will be sent to the chair of the College Tenure and Promotion Committee.
- 21.67 Following consideration by the College Committee, the Dean will provide in writing (and signed by all members of the College Committee who were present for the relevant deliberations) the assessment of the Faculty Member’s performance. The letter to the Member will include explicit

mention of the Member's right to appeal the assessment, as per Article 21.68, and to contact the Association.

Appeals of Performance Review

21.68 Within fifteen (15) days of the date of issuance of the letter from the Dean, a Faculty Member who has received an overall performance rating of less than "Good" may appeal to the chair of the University Tenure and Promotion Appeals Committee.

21.68.1 A Tenure-track Faculty Member may appeal to the Chair of the University Tenure and Promotion Appeals Committee any overall performance rater and/or individual performance rater.

21.69 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed Performance Assessment Report from the Department Committee.

21.70 The University Tenure and Promotion Appeals Committee may request the Faculty Member, the Chair, the Dean, and any other Member of the Department and/or College Committees to appear before it as part of the appeal process.

21.71 A Faculty Member who has received a performance assessment of less than "Good" may choose to appear before the University Tenure and Promotion Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.

21.72 The Faculty Member is entitled to be accompanied to the meeting of the University Tenure and Promotion Appeals Committee by a representative of the Association.

21.73 The chair of the University Tenure and Promotion Appeals Committee will provide the decision in writing to the Faculty Member within fifteen (15) days of the date of the meeting at which the Faculty Member's appeal was heard.

Grievance

21.74 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

Article 22 - Study/Research Leave for Faculty

- 22.1 Study/Research Leave with salary is an essential means of enabling Faculty Members to maintain and enhance their quality as scholars. Such Leave enables the University to maintain and enhance excellence through the Faculty Member's subsequent contributions to his/her teaching and research programs. To satisfy the purpose of this Leave, it is necessary that scholarly objectives are being sought and that both study and research activities, whether singly or in some combination, are consistent with these objectives.
- 22.2 Full-time Faculty Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous faculty service (or its equivalent) since appointment at the University. Only tenured Faculty Members may take a Study/Research Leave.
- 22.3 A Tenured Faculty Member holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54: Reduced Workload, is eligible to apply for Study/Research Leave to commence after six (6) years of active employment with the University. The procedures and conditions that apply are those outlined in the remainder of this Article, adjusted to accommodate the reduced workload/part-time appointment.
- 22.4 Prior eligible service for leave with salary as a Faculty Member at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave with salary. Credit will be calculated on the basis of one year for every two (2) years of full-time academic service at another institution, to a maximum of three (3) years. This equivalent amount of leave to be credited will be specified by the Dean in the Letter of Appointment as per Article 19: Faculty Appointments.
- 22.5 Following return from each Study/Research Leave, tenured Faculty Members are entitled to apply for one semester of Study/Research Leave after three (3) years of active employment, or for two (2) semesters after six (6) years of active employment.
- 22.6 Faculty Members who have held an academic administrative appointment since a previous Study/Research Leave are eligible to apply for Study/Research Leave when the sum of years of active employment both prior and subsequent to the term of administrative appointment (and excluding any period of academic administrative leave after the term of appointment) is equal to six (6) years.
- 22.7 A Faculty Member who has served in an academic administrative position may claim one semester of credit for each year of service toward Study/Research Leave.
- 22.8 A minimum of one year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the Dean and the Provost.

Application for Leave

- 22.9 Application for Study/Research Leave must be in writing to the Department Tenure and Promotion Committee through the Chair of the Department. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.
- 22.10 The written application for Leave will include:
- a) statement of goals;
 - b) a plan of scholarly activity;

- c) an indication of when and where the Leave is expected to be taken;
- d) an up-to-date Curriculum Vitae; and
- e) a plan of how contractual research responsibilities (including OMAFRA) will be handled during the period of leave.

Decision Procedures

- 22.11 The Department Committee will consider all written applications for Study/Research Leave as soon as is practicable following their receipt.
- 22.12 The Department Committee will assess applications on the basis of their merit and their consonance with the statement of goals of the Study/Research Leave. A Faculty Member's record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave will be components in the assessment of the application.
- 22.13 The Department Committee, through the Chair, will make its recommendations to the Dean within twenty (20) days of receipt of the application.
- 22.14 The Dean will inform the Faculty Member and the Department Chair in writing of his/her decision to approve or deny the Leave within twenty (20) days of receipt of the Departmental recommendation. Reasons for denial or for the need to delay the commencement of such a Leave, where applicable, will also be given in the Dean's letter.
- 22.15 Under exceptional conditions determined by Department needs and priorities, and with the approval of the Dean, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return that would have occurred had the Leave not been delayed.
- 22.16 Under exceptional circumstances and with the approval of the Dean, the start date of a Faculty Member's approved Study/Research Leave may be delayed, by the Member, for up to two (2) years. Any entitlement towards the next Leave accrued during such a delay is not jeopardized.
- 22.17 A Faculty Member whose application for Study/Research Leave has not received approval from the Dean may appeal to the Provost. Appeals are restricted to consideration of the academic merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the Department Committee and the Dean.

Duration of Leave

- 22.18 Faculty Members who qualify under this Article may apply for a period of Leave of one or two semesters duration with salary and benefits. A Study/Research Leave will include the annual vacation entitlement appropriate to the length of the Leave.
- 22.19 On the completion of a period of Study/Research Leave, the Faculty Member will assume the responsibilities that would normally have been scheduled for that particular semester.

Conditions of Study/Research Leave

- 22.20 The scheduling of a Study/Research Leave is to be granted independently of any other Leave entitlement. Where University Service commitments will be affected by the granting of a Research/Study Leave, the Chair and Dean, in consultation with the Faculty Member, will be responsible for making any necessary administrative arrangements to enable the Leave.
- 22.21 Within sixty (60) days of the conclusion of the Leave, the Faculty Member will provide a written report describing what has been accomplished, in relation to the plan submitted. The report will be provided to the Chair and made available to the Department Committee and Dean.
- 22.22 It is expected that a Faculty Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

Article 23 - Overload Teaching

- 23.1 When the University determines a need for more courses or sections than can be mounted by available Faculty Members within the limits of normal teaching commitments, the Chair will initially provide an opportunity to qualified Tenure-track and Tenured Faculty Members to teach such offerings on an overload basis. Such arrangements shall be subject to the approval of the Dean.
- 23.2 A Faculty Member who, subject to approval in writing by the Dean, teaches more than his/her normal workload, shall be paid an overload stipend.
- 23.3 Compensation for Overload Teaching shall be consistent with the rates as per Article 53: Compensation.
- 23.4 A Faculty Member may teach, with approval of the Dean, a maximum of one course on Overload per Academic Year. Approval to teach more than one course on Overload per academic year must be based on extenuating circumstances and is subject to approval by the Dean.
- 23.5 Faculty Members on Reduced Workload Appointments or with approved release time (i.e., current workload in teaching is less than departmental norm for the Member's agreed-upon percentage effort in teaching) from teaching are not eligible for Overload Teaching.
- 23.6 The Association shall be notified of the names and Departments of the Faculty Members engaged in Overload Teaching and the level(s) of remuneration provided.

Article 24 – Transfers, Redeployment or Buyouts of Faculty and Librarian Members Due to Restructuring or Academic Program Reorganization

Transfers

- 24.1 Members may request to be transferred to Departments other than those to which they were originally appointed, subject to the mutual consent of the Member and the University.
- 24.2 All existing entitlements, including, but not limited to rank, salary, benefits, leaves, and seniority shall be transferred with the Faculty Member(s).

Restructuring

- 24.3 In response to substantive changes in curriculum, strategic direction, and/or structure of the Department/School that are not addressed through Article 24.4, the Provost, in consultation with the Association, shall decide whether to make the provisions of Article 24.13 available to the affected Members.

Program Reorganization

- 24.4 When the University approves a reorganization that involves the closure, reduction, amalgamation, or transfer of an academic program or programs that may lead to the transfer of one or more Members, a Redeployment Advisory Committee will be struck by the Provost to provide advice on measures needed to effect the reorganization, including (where applicable) redeployment, buyout, or retirement.

Redeployment Advisory Committee

- 24.5 The Redeployment Advisory Committee will be comprised of the Dean or University Librarian (as appropriate) and one Tenured Faculty Member from each Department within the College, or for Librarian Members, two (2) Librarians with Continuing Appointment, jointly named by the Association and the University.
- 24.6 The Redeployment Advisory Committee will prepare a plan that includes a list of those Members who are or may be affected. This plan will be submitted to the Provost within thirty (30) days of the Committee being struck.

Redeployment Process

- 24.7 The Provost will convene a meeting with the President of the Association to provide notification that a program redundancy will be effected and will provide the names of the affected Faculty Members. The Provost will provide this notification in writing to the President of the Association at this meeting.
- 24.8 Following this meeting and within ten (10) days, the Dean or University Librarian will meet individually with each of the affected Member(s) to inform him/her of the impending reorganization and discuss options available for individual Members. The Dean or University Librarian will discuss with the affected Member(s) his/her individual career goals and perceived fit with other academic units (for Faculty Members), or other existing opportunities (for Librarian Members). The Dean or University Librarian will then make a written recommendation to the Provost on the most likely academic Department for the transfer of the Faculty Member or existing opportunity for the transfer of the Librarian Member. The Provost shall inform the

Member in writing of the decision on transfer and the reasons for the decision. The Member may be accompanied by another Member or a representative of the Association at this and subsequent meetings.

- 24.9 Within thirty (30) days, the Member must accept the transfer or request, in writing, that a buyout or retirement option (per 24.13) be initiated.
- 24.10 All existing entitlements, including, but not limited to rank, salary, benefits, leaves, and seniority shall be transferred with the Member(s).
- 24.11 A Member may not be transferred from the University of Guelph main campus without his/her consent.

Buyout or Retirement Option

- 24.13 A Member shall be offered a minimum buyout or retirement option that provides for one month's salary for each year of service with a minimum buyout of six (6) months up to a maximum of twenty-four (24) months.

Article 25 - Rights and Responsibilities of Librarians

General

25.1 The Librarian Members' work and qualifications are academic in nature and as such, Librarian Members are partners with the Faculty in the realization of the University's academic goals and mission. A Librarian holds an academic appointment within the University that encompasses the academic and professional responsibilities of Librarians as defined in this Article.

Academic and Professional Responsibilities of Librarians

25.2 Librarian Members shall hold the following minimum academic qualifications:

- a) an undergraduate degree from a university recognized by the University of Guelph, and;
- b) a postgraduate degree from a school of library and information studies or equivalent body accredited by the American Library Association.

25.3 For the purposes of this Article, "Manager" shall mean the person to whom the Member directly reports.

25.4 The duties and responsibilities of a Librarian Member shall be an appropriate combination of:

- a) Professional Practice of Academic Librarianship;
- b) Scholarship: research, study, professional development, scholarly and creative activities; and,
- c) Service: University service and academic or professional service.

25.5 A Librarian Member shall have Academic and Professional Responsibilities in each of the three areas as described in Articles 25.9 through 25.13, unless there is a written agreement to the contrary as per Article 25.19.

25.6 Librarian Members shall have a year-round involvement in the work of the University, exclusive of vacation, reduced workload agreements as per Article 54: Reduced Workload, and approved Leaves.

25.7 Each Librarian Member shall have a written position description that outlines the Professional Practice responsibilities of his/her position.

25.8 Each Librarian Member shall be entitled to, and expected to, engage in, and have time available for, Scholarship and Service in accordance with the Scholarship and Service Proposal provision in 25.18 of this Article. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of his/her scholarly activities accessible to the scholarly and general public through publication, conference presentations, lectures, public performances, and other appropriate means.

Professional Practice of Academic Librarianship

25.9 The Professional Practice of Academic Librarianship will include one or more of the following activities:

- a) development, management and evaluation of information resource collections;

- b) provision of subject-specialized and general reference services;
- c) appraisal, acquisition, bibliographic control, storage, preservation, and conservation of information resources and collections;
- d) management of human and material library resources, including administrative or managerial performance for those Librarian Members holding administrative appointments;
- e) development, implementation, and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication;
- f) provision of information literacy and curriculum support, including programming, collaboration, instruction, and teaching;
- g) faculty outreach and liaison, including participation in research and support for scholarly communication;
- h) evaluation, measurement, and analysis of user needs and library services and resources;
- i) research services, extension, and other activities related to programs under contract to the University; and
- j) any other function performed by professional librarians.

Scholarship: Research, Study, Professional Development, Scholarly and Creative Activities

25.10 A Librarian Member's responsibilities in the area of Scholarship, research, study, professional development, and scholarly and creative activities, hereinafter referred to as "Scholarship," include:

- a) the creation of new knowledge, understandings, or concepts;
- b) the creative application of existing knowledge;
- c) the organization and synthesis of existing knowledge;
- d) the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians;
- e) creative expression; and
- f) professional development through the planning of, implementation of, and/or participation in workshops, conferences, coursework, or, professional exchange or other educational programs.

25.11 These responsibilities require adherence to the ethical standards of the Member's academic discipline(s) and the recognized ethical standards of the national granting councils.

Service: University Service and Academic or Professional Service

25.12 Librarian Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies (e.g., Library, Senate and University committees). Where participation in such bodies is by election or appointment, a Member shall be elected or

appointed only with his/her consent, except where such service commitment is outlined within the Member's position description.

- 25.13 Librarian Members have the right to participate in the work of professional associations, learned societies, and relevant community service. A Member's service to such societies and associations shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University. When a Member's Service to such societies, associations, agencies, or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Manager to ensure that his/her scheduled responsibilities are fulfilled.

Distribution of Effort (DOE)

- 25.14 A Librarian Member's DOE defines relative effort with respect to activities undertaken in fulfillment of his/her academic and professional responsibilities in the areas of Professional Practice, Scholarship, and Service, as defined in this Article. The DOE and written position description shall be the basis for the assignment of duties.
- 25.15 A DOE for each Librarian Member shall be defined in his/her Letter of Appointment and may be modified as mutually negotiated by subsequent arrangements made under the provisions of this Article and documented in the Member's Official File.
- 25.16 Unless otherwise agreed to in writing by the University Librarian and the Member as per this article, the default DOE for the academic and professional responsibilities of Librarians shall be seventy (70%) for Professional Practice and thirty percent (30%) for a combination of Scholarship and Service (where Scholarship must be a minimum of 10%). Any such agreement shall be consistent with the provisions of this Agreement.

Workload and the Assignment of Responsibilities

- 25.17 The University Librarian, or designate, in consultation with the Librarian Member's Manager, will ensure that the assigned responsibilities of Professional Practice and University Service for Members are distributed as fairly and equitably as is reasonably possible. The exact distribution of these responsibilities may vary among areas within the Library and among individuals, in recognition of the needs of the Library and University, the type of appointment, and, when possible, to reflect the interests and area(s) of expertise of the Member.
- 25.18 It is agreed and understood that Members shall be allowed time during normal working hours for Scholarship, provided that the timing of such activities can be accommodated within the obligations of the Unit and do not unduly affect the performance of assigned duties.
- 25.18.1 The University recognizes the importance of each Librarian Member's contributions in the areas of Scholarship and Service. In order to fulfill substantial and ongoing commitments, based on the DOE, the Member shall develop a Scholarship and Service Proposal in consultation with his/her Manager for submission to the University Librarian, or designate, that identifies his/her activities in these areas of academic responsibility and the time allocation proposed to achieve them. The University Librarian, or designate, shall approve the request for dedicated time for the pursuit of Scholarship and Service, based on the operational needs of the Library. Time provided under the Scholarship and Service Proposal shall not affect entitlement to any other Leave provisions available to a Member under this Agreement.

- 25.19 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Librarian Member or his/her Manager. In cases of disagreement between the Member and his/her Manager, the University Librarian, or designate, will decide, communicating his/her decision to the Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 25.20 In conformity with the current workload and hours-of-work standards within a Librarian Member's unit, it is recognized that Librarian Members have a fixed number of scheduled work hours. Scheduling of Members shall be made with due regard to a Member's DOE and the provisions of this Agreement.

Amendments to DOE for Librarians

- 25.21 A discussion regarding a long-term change to a Member's percentage of effort in Professional Practice, Scholarship, and/or Service, may be requested by the Member, his/her Manager, or the University Librarian, or designate. The Member may request a meeting with his/her Manager to review his/her DOE. The meeting shall take place within fifteen (15) days of the receipt of the request, or at a mutually agreed-upon time.
- 25.22 The DOE of a Librarian Member who holds an Administrative Appointment may be adjusted to reflect the nature of his/her responsibilities. The provisions of this Article shall be used for this adjustment.
- 25.23 Any arrangements which alter a Member's agreed-upon DOE must be by mutual agreement, in accordance with the Member's career development, within the context of operational requirements of the Library, and consistent with the provisions of this Agreement.
- 25.24 It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Professional Practice, Scholarship, and Service and shall not alter the overall workload of a Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointments.
- 25.25 Following the meeting in 25.21, the Librarian Member's Manager shall provide the Member's written request for amendment to the University Librarian. The University Librarian, or designate, in consultation with the Member's Manager, will decide whether to accept the proposal for amendment to the Member's DOE. Within fifteen (15) days of receipt of the proposal, the University Librarian, or designate, will notify the Member in writing of the decision, and, in the event of a negative decision, provide reasons. Within ten (10) days of receipt of the decision from the University Librarian, a Member may appeal the decision of the University Librarian to the Provost. The Provost shall notify the Member and the University Librarian of his/her decision in writing, with reasons.
- 25.26 Any change to a Librarian Member's DOE will not be done without the consent of the Member.

Article 26 - Librarian Appointments

Definitions

26.1 All Librarian Members shall have an Appointment corresponding to one of the following types:

a) *Continuing Appointment-track Appointment*

Librarian Member Appointment at the rank of Assistant Librarian leading to consideration for the simultaneous granting of Continuing Appointment and Promotion to the rank of Associate Librarian, or an Appointment at the rank of Associate Librarian leading to consideration for the granting of Continuing Appointment.

b) *Contractually Limited Appointment*

An Appointment for a specified period, not to exceed five (5) years (see 26.4). A Librarian Member appointee in such a position is eligible for consideration of Promotion in rank, but is not eligible for consideration for the granting of a Continuing Appointment. Non-renewal of a Contractually Limited Appointment does not constitute dismissal under the provisions of Article 39: Discipline.

c) *Continuing Appointment*

Librarian Member Appointment with rank and DOE involving the Academic and Professional Responsibilities according to the provisions of Article 25: Rights and Responsibilities of Librarians. Continuing Appointment may be conferred according to the following:

- 1) Successful completion of a probationary period according to Article 28: Continuing Appointment, Promotion and Review of Librarian Members; or
- 2) At the time of initial Appointment, consistent with Article 28: Continuing Appointment, Promotion, and Review of Librarian Members.

Librarian Members cannot be dismissed except, and only for, cause and in accordance with the provisions of Article 39: Discipline.

Ranks

26.2 Members shall be appointed at one of the following ranks:

- a) Assistant Librarian;
- b) Associate Librarian; or
- c) Librarian.

26.3 A Continuing Appointment-track Appointment shall be for a maximum period of six (6) consecutive years, unless approved otherwise by the Provost, and is subject to the relevant provisions of Article 28: Continuing Appointment, Promotion, and Review of Librarians.

Contractually Limited Appointments

26.4 For Contractually Limited Appointments, at the end of five (5) years, the University will decide to terminate the position or convert the position to Continuing Appointment-track. The University Librarian, on a recommendation of the Manager, may recommend to the Provost that the current incumbent be appointed to the Continuing Appointment-track Appointment, without a search. The Provost's decision to appoint without a search will be final. If the decision is to deny the incumbent's appointment to Continuing Appointment-track, the provisions of this Article will apply.

26.4.1 For Contractually Limited Appointments, The University shall use reasonable efforts to offer Contractually Limited Appointments for Librarians that are 12 months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

Search Committee

26.5 The University will decide when there is an open position and will determine whether a search will be conducted external and/or internal to the University. In consultation with the Manager, the University Librarian will determine the qualifications of and the specific duties required to fill a vacancy. For Appointments that span service or program areas, input on qualifications and duties will be sought more broadly, and Search Committees will be constituted to reflect the scope of the position.

26.6 Subject to 26.4, 26.24 and 26.25, all other vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.

26.7 In conducting an external search, the University shall advertise the position in publications determined as appropriate by the University.

26.8 The information to be provided in the position advertisement shall include, but not be limited to:

- a) the type of Appointment as defined in this Article;
- b) the qualifications, education, and skills required;
- c) where applicable, rank;
- d) any applicable equity provisions; and
- e) the University of Guelph's employment equity statement.

26.9 The Search Committee will be an ad hoc committee whose final membership must be approved by the Provost.

26.10 The Search Committee for Librarians shall normally consist of three (3) elected Members in addition to the chair of the Committee. The University Librarian may appoint one (1) additional person who is a Member of the broader University community. The chair shall normally be the Manager to whom the appointee will directly report. At least two (2) of the three (3) elected Members must hold a Continuing Appointment. In the event that the Manager in the unit concerned cannot assume this role, another Librarian Member will be appointed by the University Librarian.

26.11 Academic partner accommodation appointments must be reviewed for rank and appointability by the Continuing Appointment and Promotion (CAP) Committee.

- 26.12 To ensure that the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative member(s) from the designated groups.
- 26.13 The University will ensure that all members of the Search Committee have received orientation/training prior to the commencement of the interview process. No Member shall be required to participate in this training more than once during the term of this Agreement.
- 26.14 The University will provide all candidates who are interviewed with the contact information for the Association.
- 26.15 In accordance with the University's equity goals, the Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers.
- 26.16 Consistent with principles of employment equity, the Parties agree that:
- a) the primary criterion for appointment to positions in the University is academic and professional excellence; and
 - b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 26.17 Members who serve on Search Committees shall maintain confidentiality regarding the Committee's deliberations, documents, consultations, and proceedings.
- 26.18 Pursuant to Article 8: Conflict of Interest and Conflict of Commitment, should any member of the Committee, including the Committee's chair, have a conflict of interest, he/she shall declare it and withdraw from consideration of, and voting on, all relevant cases.

Candidate Assessment Procedures

- 26.19 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 26.20 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the University Librarian with a recommended short list of candidates to be interviewed.
- 26.21 Subject to 26.20, the University Librarian shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 26.22 The University Librarian shall facilitate the seeking of input from members of the Library.
- 26.23 After interviewing the short-listed candidates, the chair of the Selection Committee shall make written recommendation(s) to the University Librarian. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Selection Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 26.24 In the case of an academic partner accommodation appointment, the Continuing Appointment and Promotion (CAP) Committee shall make a written recommendation to the University Librarian as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.

26.25 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.

26.25.1 Academic partner accommodation appointments are not eligible for consideration of conversion of appointment to Continuing Appointment-track without a search (per 26.4).

26.26 While the University Librarian and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The University Librarian and Provost have the option of continuing the search.

Letters of Appointment

26.27 All offers of Appointment shall be issued by the University Librarian (following approval by the Provost), and will include, but not be limited to, the following:

- a) date of commencement and, where appropriate, date of termination of the Appointment;
- b) rank;
- c) salary;
- d) type of Appointment as defined in Article 26.1;
- e) Distribution of Effort;
- f) any credit for years of service for eligible benefits (e.g., Study/Research Leave);
- g) Campus, Department and/or Unit in which the Appointment is made, including the position to whom the candidate will report;
- h) if applicable, date of final consideration for the granting of Continuing Appointment;
- i) if applicable, the description of any special duties or conditions that may apply, consistent with the Agreement;
- j) a copy of guidelines respecting Continuing Appointment and Promotion expectations as per this Agreement; and
- k) contact information about the Association.

26.28 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

Joint Appointments

26.29 A Joint Appointment is an Appointment in two or more Departments/Library, one of which shall be designated as the major Department for the Appointment.

26.30 The allocation of responsibilities among the respective units shall be set out in the Letter of Appointment.

26.31 A Librarian Member holding a Joint Appointment shall be considered for Promotion and performance assessment by the Continuing Appointment and Promotion Committee and shall be expected to undertake the Academic and Professional Responsibilities of Librarians as outlined in Article 25: Rights and Responsibilities of Librarians.

26.32 A Joint Appointment of an existing Member may be reviewed, or a new Joint Appointment established, by the Dean concerned or the University Librarian, with the agreement of the Member.

Outside Appointments of Librarian Members

26.33 An Outside Appointment refers to a Librarian Appointment that does not report through to the University Librarian. Outside Appointments will be made on the following basis and in accordance with the search provisions of this Article.

26.33.1 The University Librarian, or designate, will be consulted before such a position is defined and will provide input to ensure the duties of the position are consistent with Article 25: Rights and Responsibilities of Librarians. The University Librarian, or designate, may consult with other library staff as appropriate.

26.33.2 The Librarian Member shall normally hold a Continuing Appointment-track or Continuing Appointment.

26.34 All the provisions of this Agreement applicable to Librarians shall apply equally to an Outside Appointment. Members holding an Outside Appointment shall only be appointed and reviewed in accordance with Article 28: Continuing Appointment, Promotion and Review of Librarian Members.

26.35 The person to whom the Librarian reports will be expected to provide the same type of documentation as that required from the person to whom a Librarian within the Library directly reports.

26.36 A Librarian Member holding an Outside Appointment will be eligible for election or appointment to any committees governed by this Agreement, and will be eligible to attend all Librarians' meetings dealing with this Agreement or the Continuing Appointment and Promotion criteria Guidelines Document, and to vote on these documents.

Article 27 - Administrative Appointment of Librarian Members

- 27.1 Administrative Appointments of Librarian Members are made at one of three levels: Administrative Librarian I, Administrative Librarian II, and Administrative Librarian III.
- 27.1.1 The University Librarian determines the appropriate level for the Librarian Administrative Appointment based on the position description and a balance of factors relating to impact and responsibility of the position, including:
- a) Staff: a measure of the Managers who report to this position, direct staff-reports, and total number of staff who report through this position;
 - b) Financial Accountability: a measure of the scope of fiscal responsibility and accountability of the position;
 - c) Complexity and Scope: an overall assessment of the level of difficulty of the role and the skill requirement for the position. This may be reflected in such characteristics as: the diversity of responsibilities; requirement for specialized knowledge; accountability (across Library units, within the University, or with external partners or agencies); the degree of change experienced or anticipated; or legal accountability;
 - d) Overall Accountability and Authority: the degree to which the incumbent has influence on, and responsibility for, the Library as a whole, including authority regarding the role of the Library within the University and with outside agencies.
- 27.1.2 Any significant changes to the assigned responsibilities of the Administrative Appointment (e.g. number of staff reporting, scope of financial responsibilities) shall result in a re-evaluation of the position level by the University Librarian. The University Librarian will communicate his/her decision on the outcome of the re-evaluation to the incumbent, in writing, providing the reasons for the decision.
- 27.2 Librarian Members with Administrative Appointments shall hold either a Continuing Appointment-track or Continuing Appointment in the Library.
- 27.3 Librarian Members with Administrative Appointments are responsible for the effective and efficient operation of their unit(s) or service/program and for ensuring that Library practices and processes are formulated, promulgated, and followed, and that University policies and procedures are followed.
- 27.4 Administrative Appointments may have supervisory responsibilities for other individual Librarian Members and/or non-academic employees. The Librarian holding an Administrative Appointment shall, through mentoring and facilitation, support each Member of his/her service/program in the fulfillment of the Member's assigned responsibilities.
- 27.5 The Librarian Member with an Administrative Appointment, through consultation with the members of his/her unit(s) or service/program, formulates operational and strategic planning recommendations, recommendations concerning policy on the matters of interest to his/her unit(s) or service/program; and such recommendations shall be directed to the University Librarian, or designate.
- 27.6 The other responsibilities of a Librarian holding an Administrative Appointment are those outlined in this Agreement, the position description and those in the Letter of Appointment, which shall be consistent with her/his status as a Member of the Bargaining Unit. This letter

shall include the determined administrative level of the position (including stipend). Copies of the Administrative Letter of Appointment and Position Description shall be provided to the Association.

Terms of a Librarian Administrative Appointment

- 27.7 The term of office of an Administrative Appointment of a Librarian Member shall normally be five (5) years. At the end of five (5) years, the term of office may be renewed once in accordance with this Article.
- 27.8 A Librarian Member who holds an Administrative Appointment shall receive an annual stipend from the time of appointment as per Article 53: Compensation. At the conclusion of his/her Administrative Appointment, the Librarian Member shall no longer be eligible for the administrative stipend.
- 27.9 The DOE of a Librarian Member who is appointed to an administrative position may, after discussion with the University Librarian, or designate, be adjusted to reflect the Librarian Member's change in responsibilities.
- 27.10 In the event that a Librarian Member who holds an Administrative Appointment is going to be absent for a period of one (1) month or longer, the University Librarian will appoint an individual on an acting basis, who will be provided an administrative stipend for the period of his/her acting appointment on a pro-rata basis as per Article 53: Compensation.
- 27.10.1 Only in extraordinary circumstances shall the term of an Acting Administrative Appointment exceed a period of one (1) year from the date of appointment. A Member shall not be appointed in an Acting Administrative Appointment without her/his consent.
- 27.11 Each unit shall normally have a Librarian Member who holds an Administrative Appointment. In the event that the position of Administrative Appointment becomes vacant due to illness, or an extended search process continues beyond the end of the Administrative Appointment's term of appointment, the University Librarian may appoint a Librarian Member to an Interim Administrative Appointment. Only in extraordinary circumstances shall the term of an Interim Administrative Appointment exceed a period of one (1) year from the date of appointment. In no case shall an Interim Administrative Appointment be renewed more than once. A Member shall not be appointed to an Administrative Appointment without her/his consent.
- 27.12 An Interim Administrative Appointment is not meant to replace the initiation of a search process. In the event that the position of a Librarian holding Administrative Appointment becomes vacant, a search committee will be struck as per Article 26.5 as soon as is practicable.

Search Committee

- 27.13 At the time of a search for an Administrative Appointment, the University Librarian, in consultation with the Provost, shall convene a Search Committee.
- 27.14 The Search Committee shall normally consist of:
- a) Three (3) elected Librarian Members in addition to the chair of the Committee, where possible one Librarian from within the unit/service area and one from without; at least two (2) of the three (3) elected Members must hold a Continuing Appointment;
 - b) Two (2) non-Members, one of whom shall be a non-professional staff member from the unit/service area;

- c) Chair: The Associate University Librarian to whom the position reports, or, for Joint or Outside Appointments, the person to whom the position reports.

- 27.15 The Associate University Librarian, in consultation with the Search Committee, may recommend to the University Librarian and Provost that an internal search be conducted.
- 27.16 If conducting an external search, the University shall advertise the position in publications and websites determined to be appropriate by the University.

Assessment Procedures

- 27.17 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a recommended short list of candidates to be interviewed. The University Librarian and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.
- 27.18 The evaluation and ranking of the candidates by the Search Committee will be confidential.
- 27.19 The University Librarian, or designate, shall seek input from members of the Library and facilitate input by members of the University community.
- 27.20 After interviewing the candidates, the University Librarian, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the University Librarian and the Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The University Librarian and Provost have the option of continuing the search.

Renewal for a Second Five (5) Year Term

- 27.21 An incumbent Librarian Member who holds an Administrative Appointment may indicate, in writing, to the University Librarian, an interest in being considered for renewal for a second term at least six (6) months prior to the anticipated end of his/her term.
- 27.22 The University Librarian, or designate, will seek input from members of the Library and facilitate input from the University community about the renewal consideration. The University Librarian, or designate, shall then decide whether to recommend the reappointment of the Member to the Administrative Appointment.
- 27.23 The University Librarian will make his/her recommendation to the Provost. If the Provost decides that the incumbent will not be renewed, a Search Committee will be struck.

Transition Leave

- 27.24 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.
- 27.25 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.

27.26 Transition Leave will be leave with salary.

27.27 The period of Transition Leave shall be continuous and shall begin immediately upon completion of the term as an Administrative Librarian Member except by mutual agreement of the Librarian and the University Librarian.

27.28 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.

27.29 An Administrative Appointment of less than five (5) years or a part-time Administrative Appointment (including on an interim or acting appointment) will accrue entitlement to Transition Leave on a pro rata basis.

27.30 A written request for Transition Leave will be made to the University Librarian and will include:

- a) a statement of goals;
- b) an activity plan;
- c) an indication of when and where the Leave is expected to be taken;
- d) where applicable, the results of the previous Leave; and
- e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.

27.31 Normally, requests are submitted to the University Librarian at least nine (9) months prior to the intended starting date. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date.

Article 28 - Continuing Appointment, Promotion, and Review of Librarian Members

- 28.1 This Article applies to the Continuing Appointment, Promotion and Review of Librarian Members who hold Continuing or Continuing Appointment-track appointments, and to Renewal decisions for Contractually Limited Librarian Members.
- 28.2 Promotion and the conferring of a Continuing Appointment are very important steps in the relationship between the University and a Librarian Member and they should be decided upon only after careful consideration and attention to due process. The University will promote Librarian Members and grant Continuing Appointment to Librarian Members only in accord with the provisions of this Article.
- 28.3 The University Librarian will meet with each Librarian Member during the Member's first semester of appointment and will discuss the approved criteria for the granting of Continuing Appointment and Promotion to Associate Librarian.
- 28.4 The University Librarian will notify the Member, on an annual basis that both the University Librarian and the Associate University Librarians are available to mentor the Member. In addition, the University Librarian shall meet with each Continuing Appointment-track Librarian Member before the end of April to discuss the Member's progress towards and the possibility of application for Continuing Appointment and Promotion.
- 28.4.1 A record of the discussion mandated in 28.4, signed by both the University Librarian and the Continuing Appointment-track Member, shall be placed in the Continuing Appointment-track Member's Official File. In signing the document, the University Librarian and the Librarian Member are agreeing that it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 28.5 Librarian Members have the right to know explicitly what criteria are used for Continuing Appointment and Promotion, and Review purposes, as well as reasons for the decisions. The process must be transparent, fair, and equitable.
- 28.5.1 Approved Continuing Appointment and Promotion Guideline documents shall be posted on the Library website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 28.6 Promotion to Associate Librarian and the granting of Continuing Appointment to a Librarian Member recognizes professional and academic competence and maturity, as exemplified by the Member's contribution to the academic functions of the University and by related activity within and outside of the University. The conferral of Continuing Appointment obliges the University to support the career of the Librarian Member and it obliges the Librarian Member to continue to perform in a manner deserving of that support.
- 28.7 Promotion to Librarian recognizes long-term, established, and outstanding performance in Professional Practice, Scholarship, and Service. It is granted in recognition of academic competence, maturity, and an established and widely acknowledged reputation for achievement and expertise in the Librarian Member's field.

- 28.8 Contractually Limited Librarian Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration of Continuing Appointment and therefore granting of Promotion for Contractually Limited Members does not confer Continuing Appointment.
- 28.9 Consideration for the conferring of Continuing Appointment and Promotion to Associate Librarian will be given to the Librarian Member's life-time contribution in the areas defined in Article 25: Rights and Responsibilities of Librarians.
- 28.10 Each candidate for Promotion and/or the granting of Continuing Appointment is expected to establish a record of performance in each of Professional Practice, Scholarship, and Service.
- 28.11 The DOE accorded to Professional Practice, Scholarship, and Service by a Continuing Appointment and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.

Probationary Period

- 28.12 The maximum duration of a Continuing Appointment-track Appointment is six (6) consecutive years of full-time employment from the date of the Continuing Appointment-track Appointment, not counting periods of unpaid leave, exclusive of extensions granted for other reasons, such as Maternity/Parental Leave.
- 28.13 The maximum length of the Probationary Period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

Guidelines and Documentation Templates for Assessment Purposes

- 28.14 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment and Promotion, or for Review of Members, is to be decided upon by the Librarian Members and articulated in a Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Continuing Appointment, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Librarian Members, and also by the Library Continuing Appointment and Promotion Committee and the Provost.
- 28.15 All Members are to be informed in writing by the University Librarian of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria that will be used for Continuing Appointment, Promotion, and Review.
- 28.16 The University Librarian, in consultation with the Provost, will develop standard documentation templates. The University Librarian will consult with the Continuing Appointment and Promotion Committee in the development of these templates.

Member Templates

28.16.1 Each Librarian Member shall have a review of her/his performance in the area of Professional Practice written by the person to whom the Librarian reports (e.g. her/his Manager). Such Report shall form part of the Member's Assessment File.

28.16.2 *Progress Template*

A template for the purpose of Continuing Appointment and Promotion considerations (i.e., progress toward the granting of Continuing Appointment and Promotion to Associate Librarian, and applications for Continuing Appointment and Promotion) in which each Librarian Member will document his/her relevant life-time scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, Scholarship, and Service.

28.16.3 *Performance Assessment Template*

A template for the purpose of performance assessment in which each Librarian Member will document his/her relevant scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, Scholarship, and Service.

Continuing Appointment Committee Templates

28.16.4 *Performance Assessment – Biennial Year*

A Continuing Appointment and Promotion (CAP) Committee Performance Assessment Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance. Such Report shall also include the performance rater for each individual area of effort and will also include the overall rater.

28.16.5 *Performance Assessment – Non-Biennial Year*

A CAP Committee Progress Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance. Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than "good."

28.16.6 *Continuing Appointment-track Librarian Members – Progress Feedback*

A CAP Committee Progress Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's progress toward the granting of Continuing Appointment and Promotion to the rank of Associate Librarian.

28.16.7 *Continuing Appointment and Promotion to Associate Librarian – Application or Final Year Consideration*

A CAP Committee Continuing Appointment and Promotion Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's Application or final year consideration for the granting of Continuing Appointment and Promotion to Associate Librarian.

28.16.8 *Promotion to Librarian*

A CAP Committee Promotion Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's application for the granting of Promotion to Librarian.

28.16.9 The Member Templates, which must conform with the Collective Agreement and approved CAP Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Continuing Appointment and Promotion committees. The template shall be protected from further changes once completed and submitted by the Member, except as specified in 28.16.9.1.

28.16.9.1 Members have the right to update their submission by August 31st with information that could not reasonably have been provided by the original submission deadline.

Where a Member believes the eCV system precludes him/her from completing his/her Member Template in accordance with approved CAP Guidelines and the Collective Agreement, he/she shall raise the issue with the Office of Faculty and Academic Staff Relations. Should no resolution be reached, the Member shall have the option of appeal to the University Librarian. The University Librarian shall provide a written response, with reasons, within ten (10) days.

28.17 The CAP Committee Performance Assessment Report (per 28.16.4 and 28.16.5) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

28.18 *All CAP Committee Progress Reports (as per 28.16.6) and CAP Committee*

Continuing Appointment and Promotion Reports (as per 28.16.7) will be retained in the Official File of the Member until such time that Continuing Appointment and Promotion to Associate Librarian has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

28.19 The CAP Committee Promotion Report (as per 28.16.8) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessment and References

- 28.20 Written opinions from external assessors of the Member's Professional Practice, Scholarship, and Service activities are required to support a recommendation for promotion to Librarian. External assessments are very important as part of the deliberations process but are not determinative.
- 28.20.1 Letters of Reference, as identified by the Member or the chair of the CAP Committee, may be obtained to support a Librarian Member's achievements significant to the application and/or recommendation for Continuing Appointment. Such Letters are not required for an application for Continuing Appointment and, while providing useful information, are similarly not determinative. Letters of Reference shall be in writing, signed by the referee, and indicate clearly the nature of the relationship between the Member and the referee and the achievements or activities commented upon.
- 28.21 The Provost, in consultation with the University Librarian and through consultation with the CAP Committee, will devise the process by which external assessment will be sought for the granting of Promotion within the Library. The following principles will apply:
- a) For promotion to Librarian, external assessors will normally be persons with an 'arm's length' relationship to the Member and who are not members of this University;
 - b) The normal number of external assessments to be obtained for promotion to Librarian will be three (3);
 - c) The chair of the Continuing Appointment and Promotion Committee and the Member will agree which individuals are acceptable assessors and will forward this list to the University Librarian. If agreement cannot be reached, the CAP Committee will decide on the acceptable assessors;
 - d) The University Librarian will be responsible for communicating with external assessors as per c). The information sent to the external assessor will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the University Librarian;
 - e) All external assessments will be in writing; and
 - f) The following information will be made available (see also Art. 28.25.1 and 28.60.1) to the External Assessors:
 - 1) Applicable Guidelines/Criteria for Continuing Appointment and Promotion;
 - 2) The Librarian Member's Curriculum Vitae;
 - 3) A copy of the Librarian Member's DOE;
 - 4) Any other evidence of Professional Practice, Scholarship, or Service as determined by the Librarian Member.
 - g) It is the responsibility of the University Librarian to ensure that external assessment letters are provided to the Chair of the CAP Committee prior to the commencement of the CAP Committee deliberations process; and
 - h) It is the responsibility of the chair of the CAP Committee to ensure that external assessment letters are included in the Librarian Member's Assessment file prior to the commencement of the deliberations process.

Continuing Appointment and Promotion Committee (CAP)

28.22 The role of the CAP Committee shall be to:

- a) assess the Librarian Member's performance and complete a CAP Committee Performance Assessment Report to be considered as input to the Library Committee;
- b) assess the Librarian Member's progress toward the conferral of Continuing Appointment and Promotion to Associate Librarian and complete a CAP Progress Report to be considered as input to the Library Committee as part of the feedback to the Librarian Member;
- c) assess the Librarian Member's application (or final year consideration) for the conferral of Continuing Appointment and Promotion to Associate Librarian and complete a CAP Committee Continuing Appointment and Promotion Report to be considered as input to the Library Committee as part of the Continuing Appointment and Promotion decision;
- d) assess the Librarian Member's application for Promotion to Librarian and complete a CAP Committee Promotion Report to be considered by the Library Committee as part of the promotion decision;
- e) consider external assessments for the granting of Promotion to the rank of Librarian.

28.23 The composition of the CAP Committee shall be:

- a) four (4) Librarian Members holding Continuing Appointment elected for a two (2) year term by all Librarian Members;
- b) the chair of the CAP Committee shall be elected by the members of the CAP Committee annually. The chair will be provided with a second vote to break a tie.

Election of Members of the Continuing Appointment and Promotion Committee

28.24 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve as a Department Member on the Department Tenure and Promotion Committee except:

- a) Those who are already members of the Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) Those who have served two consecutive terms over the past four years,
- d) A Librarian serving on the Library CAP (LCAP) or Library Appeals Committees.

28.24.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period. The CAP Committee election shall be held during January and the Librarians will be informed of the results of the election prior to elections for the Library Committee and the Library Appeals Committee.

28.24.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.

- 28.24.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the CAP Committee will be elected each year.
- 28.24.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually- limited appointments of more than 12 months shall be eligible to vote.
- 28.24.5 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair of the CAP Committee is also eligible to vote. In the case of a tie, the current chair of CAP will have the deciding vote.
- 28.24.6 Each Member of the Continuing Appointment and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Member of the Continuing Appointment and Promotion Committee.
- 28.24.7 If through illness, or for any other reason, it appears that the Member of the Continuing Appointment and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.24.1-28.24.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.25 With the exception of Article 28.41 and 28.42 it is the joint responsibility of the Librarian Member and his/her Manager to confirm his/her eCV by August 15th to be considered by the CAP and LCAP Committees.
- 28.25.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member, may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV.
- 28.26 The chair of CAP shall ensure the Librarian Member is informed in writing when information, which is relevant to the current Continuing Appointment, Promotion and Review, is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten (10) days, and to append documentation to the Assessment File should he/she so wish.
- 28.27 The chair of the CAP Committee shall ensure that documentation pertaining to the Librarian Member's DOE, and the submitted file and letters of external assessment (where applicable) are properly included in the Librarian Member's Assessment file prior to the commencement of the deliberations process.
- 28.28 The chair of the CAP Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

Library Continuing Appointment and Promotion Committee (Library Committee)

28.29 The role of the Library Committee shall be to:

- a) receive for approval the Guidelines for Continuing Appointment and Promotion;
- b) assess the Librarian Member's performance and/or progress toward the conferral of Continuing Appointment and Promotion to Associate Librarian, and Promotion to Librarian;
- c) consider the CAP Committee assessment and recommendation;
- d) ensure the CAP Committee assessment is consistent with the Guidelines and standards of performance established by the Library;
- e) consider external assessments for Promotion to Librarian and, if applicable, letters of reference for applications for Continuing Appointment;
- f) submit positive recommendations for the conferral of Continuing Appointment and Promotion to Associate Librarian and Promotion to Librarian to the President for decision;
- g) submit all recommendations to the Provost;
- h) issue a letter to the Librarian Member communicating the Library Committee's assessment and recommendation according to the provisions in 28.44.

28.30 The composition of the Library Committee shall be:

- a) the University Librarian, who will act as Chair of the Library Committee and who will vote a second time to break a tie;
- b) two (2) Librarian Members with Continuing Appointment, elected for a two (2) year term by all Librarian Members; and
- c) one Associate University Librarian.

Election of Members of the Library Continuing Appointment and Promotion Committee (LCAP)

28.31 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve on the Library Continuing Appointment and Promotion Committee (LCAP) except:

- a) Those who are already members of the Continuing Appointment and Promotion (CAP) Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) Those who have served two consecutive terms over the past four years,

28.31.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period.

28.31.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the

Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.

- 28.31.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the LCAP Committee will be elected each year.
- 28.31.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 28.31.5 Voting will be by secret ballot, and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. Librarian Managers are also eligible to vote. In the case of a tie, the sitting Chair of CAP will have the deciding vote.
- 28.31.6 Each Librarian Member of the LCAP Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for re-election as the LCAP Committee.
- 28.31.7 If through illness, or for any other reason, it appears that the Librarian Member of the LCAP Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.31.1-28.31.7 will be held to find a replacement Member to fill the remainder of the term.

- 28.32 The Chair of the CAP Committee will be responsible to ensure the transfer to the LCAP Committee considered by the Library Committee. The University Librarian may request that the Chair of the CAP Committee and/or a Manager appear before the Library Committee as a part of the deliberations process.
- 28.33 The complete Assessment File shall include all of the same information considered by the CAP Committee plus the Assessment/Progress Report(s) and relevant recommendation from the CAP Committee. The Assessment/Progress Report(s) and recommendation from the CAP Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Librarian Member's performance in relation to the expectations set out in the approved Continuing Appointment and Promotion Guidelines document.

Committee Mode of Operations and Election to Committee

- 28.34 The Librarian Member's performance will be evaluated solely on the basis of the material contained in the Assessment File, and therefore accessible to the Librarian Member prior to the meeting of the CAP Committee (i.e., evaluations cannot be based on hearsay information).
- 28.35 The decisions of the CAP and Library Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to consideration and decision on a particular case. A Member shall withdraw prior to consideration of his/her case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.

28.36 Where the chair of the CAP Committee wishes to be considered for promotion, the procedure shall be followed as for any other Librarian Member except that for the purpose of consideration of the Promotion, the CAP Committee will choose one of its own members to act as chair of the Committee while the matter is dealt with.

Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian

28.37 Each year, all continuing appointment-track Librarian Members will submit a completed Progress Template to the Chair of the CAP Committee according to the timelines indicated in this Article. The progress towards continuing appointment and promotion towards Associate Librarian of all Continuing Appointment-track Librarians will be considered by the CAP Committee and the Library Committee; feedback in the form of a written Progress Report will be provided by the University Librarian to the Member and copied to his/her Manager.

Granting of Continuing Appointment

28.38 The Manager shall, prior to the submission of the assessment file to the Chair of the CAP Committee, meet with each continuing appointment-track Librarian Member to review his/her file and performance review. The University Librarian shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.

28.39 Failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the Chair of the CAP Committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Librarian, and such decision shall be recorded in the Member's Assessment File.

28.39.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Librarian, failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the chair of the CAP committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost will result in the termination of the Librarian Member's Continuing Appointment-track Appointment.

28.40 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Librarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Librarian or to not grant Continuing Appointment and terminate the Librarian Member's Appointment.

28.41 Further to Article 28.37, the Librarian Member may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Librarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the University Librarian through the chair of the CAP Committee May 15th. The information indicated in Article 28.21 (f) (2,3,4 and 5) shall be provided by the Member to the University Librarian by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion to Librarian

28.42 Consideration for Promotion to the rank of Librarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Librarian Member to the University Librarian through the chair of CAP by May 15th. The information indicated in Article 28.21(f) (2,3,4 and 5) shall be provided by the Member to the University Librarian by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion for Contractually Limited Librarians

28.42.1 Consideration for Promotion to the rank of Associate Librarian or Librarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Librarian Member to the University Librarian through his/her Manager by May 15th. The information indicated in Article 28.21(f) (2, 3, 4 and 5) shall be provided by the Member to the University Librarian by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Deliberations Process and Communication of Decision

28.43 The CAP Committee will assess each Librarian Member's performance and make a recommendation to the Chair of the Library Committee on the granting of Continuing Appointment and Promotion to Associate Librarian and the conferring of Promotion to Librarian. The CAP Committee will complete the appropriate Report (as per Article 28.16) for each Librarian Member who has been considered. The appropriate Report and relevant recommendation will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the Chair of the Library Committee.

28.44 Within fifteen (15) days following completion of performance assessment, Continuing Appointment, Promotion and Review considerations at the Library Committee, the University Librarian will provide to each Librarian Member being considered a letter (signed by all members of the Library Committee who were present for the relevant deliberations) indicating the following:

- a) for Continuing Appointment-track Members: an assessment of progress toward Continuing Appointment and Promotion in each of the three areas of responsibility;
- b) for all Members who were considered for Continuing Appointment and Promotion to Associate Librarian or Promotion to Librarian: the recommendation of the Library Committee along with the reasons for the recommendation.

28.45 For Librarian Members considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:

- a) that Continuing Appointment be granted and Promotion to Associate Librarian be conferred;
- b) that the Continuing Appointment-track Appointment be continued; or
- c) that Continuing Appointment not be granted and the Appointment be terminated.

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions

outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 28.48, and to contact the Association.

- 28.46 The Library Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.
- 28.47 Following consultation with the Provost, the President will make an expeditious decision either to grant continuing appointment immediately or to deny continuing appointment, and will communicate his/her decision to the Librarian Member immediately. The new rank will become effective the following July 1st. In the case of a denial of continuing appointment, reasons will be provided.

Appeals

- 28.48 Within fifteen (15) days of the date of issuance of the letter from the University Librarian, the Librarian Member may appeal a negative recommendation of the Library Committee to the Chair of the Library Continuing Appointment and Promotion Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.
- 28.49 The appellant Librarian Member may request to see his/her Official File, Assessment File, and the signed Report(s) (as per Article 28.16) from the CAP Committee(s). Letters from external assessors will be provided upon request, but they shall be provided by the University Librarian without attribution and with any personally identifying information removed.

Library Continuing Appointment and Promotion Appeals Committee (Library Appeals Committee)

- 28.50 The Library Appeals Committee will serve as an advisory body to the Provost, who will act as committee Chair. The Library Appeals Committee shall consider all appeals and recommendations from the Library Continuing Appointment and Promotion Committee and will make its recommendation to the President.
- 28.51 The membership of the Library Appeals Committee shall be:
- a) The Provost, who will act as Chair of the committee;
 - b) Two (2) Librarian Members holding Continuing Appointment elected for a two (2) year term by Librarian Members.
- 28.52 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve on the Library Continuing Appointment and Promotion Committee (Library Appeals) except:
- a) Those who are already members of the Continuing Appointment and Promotion (CAP) Committee,
 - b) Those who are already members of the Library Continuing Appointment and Promotion (LCAP) Committee,
 - c) Those who have served two consecutive terms over the past four years.
- 28.52.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period.

- 28.52.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.
- 28.52.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the Library Appeals Committee will be elected each year.
- 28.52.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 28.52.5 Voting will be by secret ballot, and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice-President (Academic) will have the deciding vote.
- 28.52.6 Each Member of the Library Appeals Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for re-election as a Member of the Library Appeals Committee.
- 28.52.7 If through illness, or for any other reason, it appears that a Librarian Member of the Library Appeals Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.52.1-28.52.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.53 The complete Assessment File shall include all of the same information considered by the Library Committee plus the Assessment/Progress Report and recommendation from the Library Committee.
- 28.54 The Librarian Member may choose to appear before the Library Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment as per Article 28.45 (c). The Member may choose to be accompanied by a representative of the Association.
- 28.55 The Library Appeals Committee may request the Librarian Member, his/her Manager, the Chair of the CAP Committee, the University Librarian, or any other member of the CAP or Library Committees to appear before it.
- 28.56 The Provost may, where he/she considers it appropriate, extend the Librarian Member's probationary period to permit reconsideration of the case by the CAP Committee and Library Committee.

Decision of the President

28.57 Following the hearing of all appeals, the Library Appeals Committee shall forward its recommendations to the President. The President shall inform the Librarian Member in writing of the decision of the University.

Performance Review

28.58 All Librarian Members will be considered biennially by the CAP Committee and Library Committee for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.

28.59 The biennial performance review of Librarian Members with continuing appointment-track or continuing appointment and the annual performance reviews of Contractually Limited Librarian Members provide to each Member a rating of either "Unsatisfactory", "Improvement Required/Developmental", "Good", "Very Good", or "Outstanding" in each area of effort: Professional Practice, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Librarian Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member's DOE during the review period.

28.60 Each Librarian Member must submit his/her completed and confirmed eCV Performance Assessment Template (as per 28.16.3) 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.

28.60.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV.

28.61 Failure to confirm the eCV Performance Assessment Template (as per 21.16.3) by August 15th, without prior approval from the University Librarian and Provost, will result in an "Unsatisfactory" performance assessment.

28.62 Notwithstanding the scheduling provisions outlined in 28.58, the following assessments will occur on an annual basis:

- a) Subsequent to any overall biennial performance assessment of a Librarian holding a continuing appointment-track or continuing appointment that is less than "Good", that Member will be subject to an annual review of performance by the Continuing Appointment and Promotion (CAP) and Library Continuing Appointment (LCAP) Committees for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
- b) The performance of all Contractually Limited Librarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (as per Article 28.59 above).

- 28.63 The CAP Committee will assess each Librarian Member's performance and will complete a Performance Assessment Report for each Member who has been considered. Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The CAP Committee will not rank order Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the Chair of the LCAP Committee.
- 28.64 Following consideration by the Library Committee, the University Librarian will provide in writing (and signed by all members of the Library Committee who were present for the relevant deliberations) the assessment of the Librarian Member's performance to the Member and also copy it to his/her Manager. The letter to the Member will include explicit mention of the Member's right to appeal the assessment and to contact the Association.

Appeals of Performance Review

- 28.65 Within fifteen (15) days of the date of issuance of the letter from the University Librarian, the Librarian Member who has received an overall performance rating of less than "Good" may appeal to the Chair of the Library Appeals Committee.
- 28.65.1 A Continuing Appointment-track Librarian Member may appeal to the Chair of the Librarian Appeals Committee any overall performance rater and/or individual performance rater.
- 28.66 The appellant Librarian Member may request to see his/her Official File/Assessment File which includes the signed Performance Assessment Report from the CAP Committee.
- 28.67 The Library Appeals Committee may request the Librarian Member, the Manager, the University Librarian and any other member of the CAP or Library Committees to appear before it as part of the appeal process.
- 28.68 The Librarian Member who has received a performance assessment of less than "Good" may choose to appear before the Library Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.
- 28.69 The Librarian Member is entitled to be accompanied to the meeting of the Library Appeals Committee by a representative of the Association.
- 28.70 The Chair of the Library Appeals Committee will provide the decision in writing to the Librarian Member within fifteen (15) days of the date of the meeting when the Member's appeal was heard.

Grievance

- 28.71 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

Article 29 - Study/Research Leave and Development Leave for Librarians

Study/Research Leave

- 29.1 Study/Research Leave is regarded as an essential means of enabling Librarian Members to maintain and enhance their quality as scholars and professionals. Such leave enables the University to maintain and enhance excellence through the individual Member's subsequent contributions to its learning, teaching, and research/scholarship programs. To satisfy the purpose of this Leave, it is necessary that scholarly or professional objectives are being sought and that both research and study activities, whether singly or in combination, are consistent with these objectives.
- a) Full-time Librarian Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous service (or its equivalent) since Appointment at the University of Guelph. Only Members holding a Continuing Appointment may go on a Study/Research Leave.
 - b) A Librarian Member with a Continuing Appointment holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54, is eligible to apply for Study/Research Leave, to commence after six (6) years of active employment with the University. The procedures and conditions that apply are those outlined throughout the remainder of this Article, adjusted to accommodate the Reduced Workload/Part-time Appointment.
 - c) Prior eligible service for leave with salary as a Librarian at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave. Credit will be calculated on the basis of one (1) 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 University Librarian in the Letter of Appointment per Article 26: Librarian Appointments.
- 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 (1) year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the University Librarian and the Provost.

Application for Study/Research Leave

- 29.4 Application for Study/Research Leave must be submitted in writing by the Librarian Member to the CAP Committee, after consultation with the person to whom he/she reports. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.

- 29.5 The written application for leave will include:
- a) a statement of goals;
 - b) a plan of scholarly activity;
 - c) an indication of when and where the leave is expected to be taken;
 - d) an up-to-date Curriculum Vitae.

Study/Research Leave Decision Procedures

- 29.6 The CAP Committee will consider all written applications for Study/Research Leave as soon as practicable following their receipt.
- 29.7 The CAP Committee will assess applications on the basis of their merit and their consonance with the stated goals of the Study/Research Leave. A Librarian Member's record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave (where applicable) will be a component in the assessment of the application.
- 29.8 The CAP Committee, through the chair, will make its recommendations to the University Librarian within twenty (20) days of receipt of the application.
- 29.9 The University Librarian will inform the Librarian Member and the person to whom he/she reports, in writing, of his/her decision to approve or deny the leave within twenty (20) days of the receipt of the CAP recommendation. Reasons for denial, or for the need to delay the commencement of such a leave, if applicable, will also be given in the University Librarian's letter.
- 29.10 Under exceptional conditions determined by Library needs and priorities, and with the approval of the University Librarian, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return from Leave had the Leave not been delayed.
- 29.11 Under exceptional circumstances and with the approval of the University Librarian, the start date of a Librarian's approved Study/Research Leave may be delayed for up to two (2) years. Any entitlement towards the next Leave accrued during such a delay is not jeopardized.
- 29.12 A Librarian Member whose application for Study/Research Leave has not received approval from the University Librarian may appeal to the Provost. Appeals are restricted to consideration of the academic or professional merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the CAP Committee and University Librarian.

Duration of Study/Research Leave

- 29.13 Librarian Members who qualify under this Article may apply for a period of leave of four (4) or eight (8) months duration. A Study/Research Leave will include the annual vacation entitlement appropriate to the length of the Leave.
- 29.14 Upon completion of a period of Study/Research Leave, the Librarian Member will assume his/her regular academic and professional responsibilities.

Conditions of Study/Research Leave

- 29.15 The scheduling of a Study/Research Leave is to be granted independently of any other Leave entitlement. Where University Service commitments will be affected by the granting of Study/Research Leave, the manager and University Librarian, in consultation with the Librarian Member, will be responsible for making any necessary administrative arrangements to enable the Leave.
- 29.16 Within sixty (60) days of the conclusion of the Leave period, the Librarian Member will provide a written report describing what has been accomplished, in relation to the plan submitted. The report will be provided to the person to whom the Member reports and be made available to the CAP Committee and University Librarian.
- 29.17 It is expected that the Librarian Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

Development Leave

- 29.18 Any Librarian Member (with or without a Continuing Appointment) who expects to be taking on significantly different duties may apply for a Development Leave of one (1) to four (4) months for the purpose of acquiring knowledge and/or skills to enable him/her to perform the new duties better. Where appropriate, the Development Leave may extend an approved Study/Research Leave to a maximum of twelve (12) months.
- 29.19 An application for Leave must be made to the University Librarian, in writing, six (6) months prior to the expected start date of the Leave, and the Leave must be taken within six (6) months of commencing new duties.
- 29.20 The University Librarian shall write to the Librarian Member within twenty (20) days of application with his/her decision. The application will be assessed on its merits and consonance with the stated goals of the Leave. The decision of the University Librarian may be appealed to the Provost. The Provost shall notify the Member and the University Librarian of his/her decision in writing, with reasons.

Article 30 - Responsibilities of Veterinarians

- 30.1 For the purposes of Articles 30 to 37 inclusive, Director shall mean, “Director, Animal Health Laboratory and Co-Executive Director, Laboratory Services Division” or “Associate Dean, Administration and Chief Operating Officer of the Ontario Veterinary College Health Sciences Centre” and “Dean (OAC) for Veterinarians at the Regional Campuses.”
- 30.1.1 For the purposes of Articles 30 to 37 inclusive, Dean shall mean “Dean OVC” for issues relating to Veterinarians in the OVC or OVC-HSC, or “Dean OAC” for issues relating to Veterinarians at the Regional Campuses.
- 30.2 Veterinarian Members have the right to know explicitly the guidelines and criteria used for review purposes.
- 30.3 Veterinarian Members provide a range of clinical and professional services to the Ontario Veterinary College (OVC), the University and external clients. Veterinarians’ responsibilities shall include some combination of:
- a) Professional Practice, including some or all of: clinical teaching, clinical diagnostic and consultative practice, supervision of staff, and support for research programs of the University; and
 - b) Professional Development; and may include
 - c) Research/Scholarship; and/or
 - d) Service to the University, profession, and community.
- 30.4 The exact distribution of responsibilities may vary from time to time and from individual to individual. Each Veterinarian Member shall have a written Position Description that outlines his/her responsibilities. It is understood that, for all Veterinarian Members, the principal duties shall be those noted in 30.3 (a) above.

Professional Practice

- 30.5 Responsibilities performed under Professional Practice by the Veterinarian Member will vary, depending on the responsibilities defined by his/her Position Description. Assignment of responsibilities shall be made with due regard to a Member’s Position Description, and shall be fair and equitable within each veterinary service. Changes to the composition of responsibilities shall be determined by the Director after discussion with the Member.
- 30.5.1 Veterinarian Members in the OVC-HSC shall be notified in writing of the number of weeks assigned, by the Director or designate, to clinical service, and any on-call provisions (where applicable).
- 30.6 The University and Veterinarian Member are jointly responsible for ensuring that the clinical and laboratory services provided are timely and of the highest quality, to maximize the confidence and ongoing financial support from existing and future clients, including referring veterinarians.
- 30.7 Clinical Teaching responsibilities, when performed by a Veterinarian Member, may include participation in clinical rotations, laboratories, continuing education, and undergraduate and post-graduate instruction, as determined by the Member’s Position Description.

Professional Development and Research/Scholarship

30.8 Veterinarian Members are expected to develop and maintain their professional competence and effectiveness. This may be achieved through such activities as individual study; attendance/participation at conferences and workshops; taking specialized courses or programs; and scholarly contributions to a discipline, such as publication, reviewing papers for scholarly journals, serving on an editorial board of a journal, giving workshops/presentations at conferences, or participation in scholarly and/or professional organizations.

Service: University, Professional and Community Service

30.9 Veterinarian Members may participate in University governance through election or appointment to committees and councils. No Member may be appointed to a University Committee without his/her consent except where such Service commitment is outlined within the Member's Position Description.

30.10 Veterinarian Members are encouraged to participate in the work of professional and learned organizations and relevant community service, including, but not limited to, the Canadian Veterinary Medical Association and the College of Veterinarians of Ontario. A Member's Service shall be considered in the assessment of his/her Service responsibilities and shall be treated in the same way as similar duties performed within the University.

30.10.1 When membership in the College of Veterinarians of Ontario is required for a Veterinarian Member to perform his/her duties, this licensing fee shall be paid for by the University.

30.11 When a Veterinarian Member's Service to such societies, associations, agencies or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Director to ensure her/his scheduled responsibilities are fulfilled.

Article 31 - Workload and Hours of Work for Veterinarians

Workload

- 31.1 A Veterinarian Member's normal workload involves, in varying proportions, an appropriate balance of duties as set out in Article 30: Responsibilities of Veterinarians.
- 31.2 The workload of Veterinarian Members shall be established with due regard for assigned duties and responsibilities. Members' duties and responsibilities will be determined by the Director in discussion with the Member and, where necessary, with other Departments and Units with which they directly interact on a regular basis.
- 31.3 Veterinarian Members may accept additional duties provided that these would not prevent them from fulfilling their regularly assigned clinical and/or diagnostic duties and provided that such activities are in keeping with the provisions of Article 8: Conflict of Interest and Conflict of Commitment.

Scheduling

- 31.4 The Veterinarian Member's hours of work will be scheduled by the Director in consultation with the Member.
- 31.4.1 The University will consult with a Member prior to making significant changes to his/her work schedule. The University shall implement such changes fairly and equitably. Consultation will occur at least thirty (30) days in advance of any change, except in case of emergency. Changes made under emergency circumstances shall be deemed to be temporary in nature and shall remain in effect only until such time as the University has met its obligations to consult with the Member.
- 31.4.2 It is agreed and understood that Members shall be allowed time during normal working hours for professional development, provided that the timing of such activity can be accommodated within the obligations of the Unit and does not unduly affect the performance of assigned duties.
- 31.5 If, because of extenuating circumstances (e.g. outbreaks, epidemics, etc.), and with the prior approval of the Director involved, a Veterinarian Member must work significantly more hours per week than normal, for a sustained period of time, the Director shall, within a reasonable period, ensure that the Member is granted equal time off, or, at the Director's option, pay the Member for the extra time worked.

Emergency Clinical Services Workload

- 31.6 Veterinarian Members who provide emergency services shall be required to provide no more than their proportionate share of such service as determined by the Director. Such proportionate shares shall be determined by and reflect the staffing levels and relative responsibilities of the members of each clinical service.

Position Description

- 31.7 All Veterinarian Members shall have a written Position Description.

- 31.8 For all Veterinarian Members employed at the time of signing of this Agreement, the Position Description shall correspond to the present assigned duties.
- 31.9 All new Veterinarian Members shall be provided with a Position Description as part of their Letter of Appointment. This Position Description shall detail their responsibilities pursuant to this Agreement.

Amendments to Position Descriptions

- 31.10 A Veterinarian Member may request a change to his/her Position Description. The Member shall forward his/her proposal for amendment to the Director, in writing.
- 31.11 The Director will decide whether to accept the proposal for amendment to the Veterinarian Member's Position Description. Within fifteen (15) days of receipt of the proposal, the Director will notify the Member in writing of the decision, and, in the event of a negative decision, provide reasons.
- 31.12 Within ten (10) days of receipt of the decision from the Director, a Member may appeal the decision to his/her respective Dean, or for AHL Member(s) to the Vice-President (Research). The respective Dean or Vice-President (Research) shall notify the Member and Director of his/her decision, in writing, providing reasons for the decision.

Article 32 - Appointments of Veterinarians

Types of Appointment

32.1 There are three types of Appointments for Veterinarian Members:

- a) Contractually Limited Appointment;
- b) Continuing Appointment-track Appointment; and
- c) Continuing Appointment.

32.2 Contractually Limited Appointments

- a) are Appointments established for a specific period of time that shall not exceed an uninterrupted period of five (5) years;
- b) may be extended or renewed, but the total length of the uninterrupted appointment may not exceed five (5) years;
- c) do not imply that the appointee is on probation for a Continuing Appointment, nor is there any implied expectation of continued employment beyond the period specified.

32.2.1 Once a Veterinarian Member has served an uninterrupted period of five (5) years in the same or a substantially similar term position, the Member's Appointment shall be terminated or the position converted to Continuing Appointment-track Appointment. In the case where the decision is to convert the position to Continuing Appointment-track, the Dean or VPR, on the recommendation of the Director, may recommend to the Provost that the current incumbent be appointed to the Continuing Appointment-track Appointment, without a search. The Provost's decision to appoint without a search will be final.

Continuing Appointments

- 32.3
- a) Continuing Appointment shall mean an appointment of a Veterinarian Member without term.
 - b) Veterinarian Members given a Continuing Appointment-track Appointment will assume a Continuing Appointment following successful completion of a probationary review as per Article 33.
 - c) Upon successful completion of the probationary period, a Veterinarian Member holding a Continuing Appointment cannot be dismissed except for just cause, or as otherwise provided in this Agreement.

Search Process

32.4 The University will decide when there is an open position and will determine whether a search will be conducted. The University will consult with Members about the qualifications of, areas of competence required for, and responsibilities of, the position. The University will determine the qualifications of and the specific duties required to fill a vacancy.

32.5 The information to be provided in the advertisement shall include, but is not limited to:

- a) the type of appointment;
- b) the qualifications, education, and skills required;

- c) any applicable equity provisions; and
- d) the University of Guelph's employment equity statement.

- 32.6 In conducting a search, the University shall advertise the position in publications determined as appropriate by the University.
- 32.7 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean or Vice-President (Research) that the candidate be appointed without an external search.
- 32.8 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.

Search Committee

- 32.9 Candidates shall be evaluated through a Search Committee. Composition of the Search Committee will be determined by the Director but shall include at least two (2) veterinarian and/or Veterinarian Members.
- 32.10 Academic partner accommodation appointments must be reviewed for rank and appointability by the Members Continuing Appointment Committee.
- 32.11 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 32.12 The University will ensure that all members of the Search Committee have received orientation/training prior to the commencement of the interview process. No Member shall be required to participate in training more than once during the term of this Agreement.
- 32.13 The University will provide all candidates who are interviewed with the contact information for the Association.

Assessment Procedures

- 32.14 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Director with a recommended short list of candidates to be interviewed.
- 32.15 The evaluation and ranking of the candidates by the Search Committee will be in confidence and consistent with employment equity principles.
- 32.16 Where the Director determines it to be appropriate, the interview process shall allow for input by members of the Unit.
- 32.17 After interviewing the short-listed candidates and, if appropriate, seeking input from members of the Unit, the Search Committee shall make its recommendations to the Director. While the Director is not constrained by the ranking of the candidates, an appointment must be made from this list. The Director has the option of continuing the search.
- 32.18 In the case of an academic partner accommodation appointment, the Members Continuing Appointment Committee shall make a written recommendation to the Dean/AVPR as to rank

and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.

32.19 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.

32.19.1 Academic partner accommodation appointments are not eligible for consideration for conversation of appointment to Continuing Appointment-track without a search (per 32.4).

Letters of Appointment

32.20 All Letters of Appointment shall be issued by the Director, and will include, but not be limited to, the following:

- a) date of commencement and, where appropriate, date of termination of the Appointment;
- b) salary;
- c) type of appointment as defined in Article 32.1;
- d) Unit in which the appointment is made, including the position to whom the candidate will report;
- e) Position Description;
- f) if applicable, the description of any special duties or conditions that may apply, provided that these are consistent with this Agreement.

32.21 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

32.22 For Contractually Limited Appointments, the University shall use reasonable efforts to offer Contractually Limited Appointments for Veterinarians that are twelve (12) months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

Article 33 - Continuing Appointment, Promotion, and Review of Veterinarians

- 33.1 This Article applies to Continuing Appointment, Promotion and Review decisions of Veterinarians who hold Continuing or Continuing Appointment-track appointments, and to Renewal decisions for Contractually Limited Veterinarians.
- 33.2 Promotion and the conferring of a Continuing Appointment is a very important step in the relationship between the University and a Veterinarian and should be decided upon only after careful consideration and attention to due process. The University will grant Continuing Appointment to Veterinarians only in accordance with the provisions of this Article.
- 33.3 The Director will meet with each Member, within the Member's first semester of appointment and will discuss the approved criteria with respect to the granting of Continuing Appointment.
- 33.4 The Dean/Associate VPR will notify the Member, on an annual basis, that both he/she and the Director are available for Mentoring. In addition, the Dean/AVPR shall meet prior to the end of April with each Continuing Appointment-track Veterinarian Member to discuss the Member's progress towards and the possibility of application for continuing appointment and promotion.
- 33.4.1 A record of the discussion mandated in 33.4, signed by both the Dean/AVPR and the Continuing Appointment-track Member, shall be placed in the Continuing Appointment-track Member's Official File. In signing the document, the Dean/AVPR and the Veterinarian Member are agreeing it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 33.5 Veterinarians have the right to know explicitly the criteria that are used for Continuing Appointment and Review purposes, as well as reasons for the decisions. The process must be transparent, fair and equitable.
- 33.5.1 Approved Continuing Appointment and Promotion Guideline documents shall be posted on the department/school website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 33.6 The granting of Continuing Appointment and promotion to Associate Veterinarian recognizes professional and academic maturity, as exemplified by his/her contribution to the clinical and professional services to the OVC and the University, and by related activities within and outside the University as defined in Article 30.3. The conferral of Continuing Appointment obliges the University to support the career of the Veterinarian and it obliges the Veterinarian to continue to perform in a manner deserving of that support.
- 33.6.1 Veterinarians shall hold, either Board certification in a relevant specialty or an advanced degree in a relevant discipline (in addition to a DVM) in order to meet the requirements for Continuing Appointment and Promotion to Associate Veterinarian.
- 33.6.2 The provisions of Article 33 shall not apply to those Veterinarians hired on or before August 5, 2011 or where Board Certification is not a requirement of the position.
- 33.7 The specific requirement of a position to hold Board certification or an additional advanced degree shall be determined by the University at the time of advertisement for the position. Such requirement shall be included in both the job posting and noted in the successful incumbent's

letter of appointment. Where such a requirement exists, a continuing appointment-track appointment of an Assistant Veterinarian without completion of his/her Board certification or additional advanced degree will be for a maximum of two (2) years, at which point the Appointment will be terminated unless all of the requirements for the Board certification or additional advanced degree have been completed however, the University shall provide support to the Member so that he/she may be able to meet the requirement of the position In exceptional circumstances, the Provost may extend this period.

33.7.1 To facilitate the completion of the Board specialty or advanced degree for those Members hired without the requisite credential, the University shall provide up to two (2) months paid leave free from regularly assigned duties to the Member for the purposes of preparation, study and testing. Such leave may be taken in contiguous blocks, regularly scheduled days or hours within a work day as agreed to by the Member and his/her Director over the course of the continuing appointment-track appointment. Consideration will be given by the Director and not unreasonably withheld with respect to the expressed preference of the Member regarding timing of the leave.

33.7.2 No Veterinarian will be required to obtain more than one Board specialty or additional degree as a condition of his/her employment.

33.8 Promotion to Veterinarian recognizes long-term, established and outstanding contributions to the University and the profession. A Veterinarian must be Board Certified in a relevant specialty or, where no applicable designation exists, have attained the highest terminal degree relevant to her/his position. It is granted in recognition of professional competence and maturity and normally an established national record of service to the profession.

33.9 Contractually Limited Veterinarians are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration of granting of Continuing Appointment.

33.10 Consideration for the conferring of Continuing Appointment will be based on the Veterinarian's lifetime contribution in the areas as defined in Article 30: Responsibilities of Veterinarians.

33.10.1 Each candidate for Promotion and the granting of Continuing Appointment is expected to establish a record of performance in each area of responsibility as outlined in his/her position description and consistent with the provisions of Article 30: Responsibilities of Veterinarians.

Probationary Period

33.11 The maximum duration of a Continuing Appointment-track Appointment is six (6) consecutive years of full-time employment (with five full reviews), exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave, from the date of the Continuing Appointment-track Appointment.

33.12 The maximum length of the Probationary Period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

Guidelines and Documentation Templates for Assessment Purposes

- 33.13 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment or for Review of Members, is to be decided upon by the Veterinarians and is articulated in the Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period being reviewed. The criteria for Review, Promotion and Continuing Appointment, including any amendments to the same will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Veterinarians, and also by the University Continuing Appointment Committee and the Provost.
- 33.14 All Members are to be informed in writing by the Director/AVPR of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria and established and promulgated benchmarks for Continuing Appointment, Promotion and Review.
- 33.15 Each Veterinarian shall have a review of her/his performance in the area of Professional Practice written by the person to whom the Veterinarian reports (her/his Director). Such Report shall form part of the Member's Assessment File. The Veterinarian Member shall be provided an opportunity to respond verbally and in writing.
- 33.16 The Dean/AVPR, in consultation with the Provost, will develop standard documentation templates. The Dean/AVPR will consult with the Members Continuing Appointment Committee in the development of these templates:

Member Templates

33.16.1 Progress Template

A template for the purpose of Continuing Appointment and Promotion considerations (i.e., progress toward the granting of Continuing Appointment and Promotion to Associate Veterinarian, and applications for Continuing Appointment and Promotion) in which each Veterinarian Member will document his/her relevant life-time professional, scholarly and service contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, and in those cases where it is applicable a research and/or teaching/clinical dossier.

33.16.2 Performance Assessment Template

A template for the purpose of performance assessment in which each Veterinarian Member will document his/her relevant professional, scholarly and service contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, and in those cases where it is applicable research and/or teaching/clinical dossier.

Continuing Appointment Committee Templates

33.16.3 Performance Assessment –Biennial Year

A MCA Committee Performance Assessment Report, which will form the basis of the MCA Committee's report to the UCA Committee on its overall assessment of the Veterinarian Member's performance. The written review shall focus on the effectiveness of the Member at meeting University established criteria (that have been

promulgated) and the general competence with which the duties and responsibilities of the position are carried out. The review will include the overall rater.

33.16.4 *Performance Assessment – Non-Biennial Year:*

Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than “good.” A MCA Committee Performance Progress Report, which will form the basis of the MCA Committee’s report to the UCA on its overall assessment of the Veterinarian Member’s performance.

33.16.5 *Continuing Appointment-track Veterinarian Members – Progress Feedback*

A MCA Committee Progress Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s progress toward the granting of Continuing Appointment and Promotion to the rank of Associate Veterinarian.

33.16.6 *Continuing Appointment and Promotion to Associate Veterinarian – Application or Final Year Consideration*

A MCA Committee Continuing Appointment and Promotion Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s Application or final year consideration for the granting of Continuing Appointment and Promotion to Associate Veterinarian.

33.16.7 *Promotion to Veterinarian – Application*

A MCA Committee Promotion Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s application for the granting of Promotion to Veterinarian.

33.17 The MCA Committee Performance Assessment Report (per 33.16.3 and 33.16.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

33.18 All MCA Committee Progress Reports (as per 33.16.5) and MCA Committee Continuing Appointment and Promotion Reports (as per 33.16.6) will be retained in the Official File of the Member until such time that Continuing Appointment and Promotion to Associate Veterinarian has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

33.19 The MCA Committee Promotion Report (as per 33.16.7) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessors

33.20 Written opinions of the Member's activities, as outlined in his/her Position Description and consistent with Article 30: Responsibilities of Veterinarians, by experts in the Member's field are required to support a recommendation for the granting of Continuing Appointment and Promotion to Associate Veterinarian and for Promotion to Veterinarian. External assessments are very important as part of the deliberations process but are not determinative. The Provost, in consultation with the Dean/AVPR, and through consultation with the University Continuing Appointment Committee, will devise the process by which external assessment will be sought for the conferring of Continuing Appointment and Promotion to Associate Veterinarian and the granting of Promotion to Veterinarian.

However, the following principles will apply:

- a) normally, External Assessors will be persons who have an 'arm's length' relationship to the Member and who are not members of the candidate's Department/Unit;
- b) the normal number of external assessments to be obtained will be three (3), at least one (1) of whom must be external to this University;
- c) the Chair of the Members Continuing Appointment Committee (MCA) and the Member will agree as to which individuals are acceptable Assessors and will forward this list to the Dean/AVPR. If agreement cannot be reached, the Members Continuing Appointment Committee (MCA) will decide on the acceptable Assessors;
- d) for consideration of Members in the OVC-HSC, the Dean will be responsible for communicating with assessors as per c) above and for consideration of Members in the AHL, the AVPR will be responsible for communicating with assessors as per c) above. The information sent to the Assessor will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean/AVPR;
- e) all assessments will be in writing;
- f) the following information will be made available to the External Assessors:
 - 1) applicable Guidelines/Criteria for Continuing Appointment and Promotion;
 - 2) the Veterinarian's Curriculum Vitae;
 - 3) a copy of the Member's Position Description;
 - 4) the Member's teaching/clinical dossier (where applicable), compiled by the Member; and
 - 5) any other evidence of Professional Practice, Development, Scholarship or Service as determined by the Member.

Members Continuing Appointment Committee (MCA)

33.21 The role of the MCA Committee shall be to:

- a) consider the report from the Director;
- b) assess the Veterinarian Member's performance and complete a MCA Committee Performance Assessment Report to be considered as input to the UCA Committee;
- c) assess the Veterinarian Member's progress toward the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Progress Report to be considered as input to the UCA Committee as part of the feedback to the Veterinarian Member;

- d) assess the Veterinarian Member's application (or final year consideration) for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Committee Continuing Appointment and Promotion Report to be considered as input to the UCA Committee as part of the Continuing Appointment and Promotion decision;
- e) assess the Veterinarian Member's application for Promotion to Veterinarian and complete a MCA Committee Promotion Report to be considered by the UCA Committee as part of the promotion decision;
- f) consider external assessments for the granting of Promotion to the rank of Veterinarian.

33.22 The composition of the MCA Committee shall be:

- a) four (4) Veterinarians holding Continuing Appointment, two from the OVC-HSC and two from the AHL, elected for a two (2) year term by all University Veterinarians in the respective units;
- b) the chair of the MCA Committee shall be elected by the members of the MCA Committee annually. The chair will be provided with a second vote to break a tie.

33.23 Subject to Articles 33.43 and 33.44, it is the responsibility of the Veterinarian to submit the completed file to the chair of the MCA Committee, or designate, by August 15th.

33.23.1 The chair of the MCA Committee shall ensure the Veterinarian Member is informed in writing when information, which is relevant to the current Continuing Appointment and Promotion, is placed in the Member's Assessment File after the August 15th submission date. Said Veterinarian will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.

33.24 The chair of the MCA Committee shall ensure that documentation pertaining to the Veterinarian's assigned responsibilities and data regarding criteria, the Director's Report, letters of external assessment (where applicable), and the submitted file are properly included in the Veterinarian's Assessment file prior to the commencement of the deliberations process.

33.25 The chair of the MCA Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

University Continuing Appointment Committee (UCA Committee)

33.26 The role of the UCA Committee shall be to:

- a) receive for approval the Guidelines for Continuing Appointment and Promotion;
- b) assess the Veterinarian's performance and/or progress toward the conferral of Continuing Appointment and Promotion;
- c) consider the MCA Committee assessment and recommendation and the report from the Director;
- d) ensure the MCA Committee assessment is consistent with the Guidelines and established standards of performance;
- e) consider external assessments for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and Promotion to Veterinarian;

- f) submit all recommendations to the Provost;
- g) submit positive recommendations for the conferral of Continuing Appointment and Promotion and Promotion to Veterinarian to the President for decision;
- h) issue a letter to the Veterinarian communicating the UCA Committee's assessment.

33.27 The composition of the University Continuing Appointment Committee shall be:

- a) the Dean (OVC) and the Associate Vice-President (Research), who will act as co-chairs of the UCA Committee. The Dean (OVC) will vote and have a second vote to break a tie only for cases of Veterinarians from OVC-HSC, and the Associate Vice-President (Research) will vote and have a second vote to break a tie only for cases of Veterinarians from AHL;
- b) one (1) Veterinarian with Continuing Appointment from OVC-HSC, elected for a two (2) year term by all Veterinarians; and
- c) one (1) Veterinarian with Continuing Appointment from AHL, elected for a two (2) year term by all Veterinarians.

33.28 The chairs of the UCA Committee will be responsible to ensure the transfer of the Assessment File considered by the MCA Committee to the UCA Committee. The Chairs of the UCA may request that the chair of the MCA Committee and/or the Director appear before the UCA Committee as a part of the deliberations process.

33.29 The complete Assessment File shall include all of the same information considered by the MCA Committee plus the Assessment/Progress Report and relevant recommendation from the MCA Committee plus the report of the Director. The Assessment/Progress Report and recommendation from the MCA Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Veterinarian Member's performance in relation to the expectations set out in the approved Continuing Appointment and Promotion Guidelines document.

Committee Mode of Operations and Election to Committee

33.30 The Veterinarian's performance will be evaluated solely on the basis of the material contained in the Assessment File, and therefore accessible to the Veterinarian Member prior to the meeting of the MCA Committee (i.e., evaluations cannot be based on hearsay information).

33.31 The decisions of the MCA and UCA Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to consideration and decision on a particular case. A Member shall withdraw prior to consideration of his/her case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.

33.32 All Veterinarians holding Continuing Appointment are eligible for election to the MCA Committee, the UCA Committee, and the University Veterinarians Appeals Committee (UVAC) with the exception of any Member currently elected to either the MCA Committee, UCA Committee, or, the UV Appeals Committee;

33.33 All elections for the MCA Committee, UCA Committee and the UV Appeals Committee will be conducted by the Nominating Committee with administrative support from the Dean and AVPR office. The Nominating Committee shall be comprised of one elected Veterinarian Member and

the Dean (if the elected Member is from the AHL) or the AVPR (if the elected Member is from the OVC-HSC), or designate. One Veterinarian is elected in November to the Nominating Committee for a two-year term by the Veterinarian Members.

- 33.34 The Nominating Committee requests nominations from Veterinarians at least two (2) weeks prior to the commencement of an election. The MCA Committee election shall be held during January and the Veterinarians will be informed of the results of the election prior to elections for the UCA Committee and the UV Appeals Committee. The outgoing Nominating Committee conducts the elections for the successor Committee.
- 33.35 Voting will be by secret ballot, submitted in double envelopes, the outer signed by the voter, to the Nominating Committee by the deadline specified by said Committee. The Nominating Committee will inform the University Veterinarians and the Association of the results.
- 33.36 Voting will be consistent with the following:
- a) Member's Continuing Appointment Committee: The chair who is elected in accordance with this Article, shall have voting privileges and shall cast an additional vote in the case of a tie vote at the Committee.
 - b) University Continuing Appointment Committee: There will be one vote at the level of the chair. That is, for consideration of Members in the OVC-HSC, the Dean will have the vote and for consideration of Members in the AHL, the AVPR will have the vote. If the Dean or AVPR must recuse him/herself, he/she shall name a designate (e.g. Associate Dean OVC or alternate AVPR, respectively, exclusive of the Director to whom the candidate directly reports). In the case of a tie vote at the Committee, for consideration of Veterinarians in the OVC-HSC, the Dean shall cast a second, deciding vote and for consideration of Members in the AHL, the AVPR shall cast a second, deciding vote.
- 33.37 The length of term following an election of a Member to the MCA Committee, the UCA Committee, or the UV Appeals Committee shall be for a period of two (2) years.
- 33.38 If an elected Member is unable to serve, then the Member will be replaced by the unelected Veterinarian with the largest number of votes. Should there have been no unelected candidates in the annual election; a special election will be held to fill the vacant position.

Continuing Appointment and Promotion for Veterinarians

- 33.39 Each year, all continuing appointment-track and multi-year Contractually Limited Veterinarians will submit a completed Progress Template to the chair of the MCA Committee according to the timelines indicated in this Article. The progress towards continuing appointment and promotion to Associate Veterinarian of all Continuing Appointment-track Veterinarians will be considered by the MCA Committee and the UCA Committee and feedback in the form of a Progress Report will be provided by the Dean/AVPR to the Member and copied to his/her Director.

Granting of Continuing Appointment

- 33.40 The Director shall, prior to the submission of the assessment file to the chair of the MCA Committee, meet with each Continuing Appointment-track Veterinarian to review his/her file and performance review. The Dean/Associate VPR shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.

33.41 Failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/Associate VPR and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Veterinarian, and such decision shall be recorded in the Member's Assessment File.

33.41.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Veterinarian, failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/AVPR and Provost will result in the termination of the Veterinarian Member's Continuing Appointment-track Appointment.

33.42 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Veterinarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Veterinarian or not to grant Continuing Appointment and to terminate the Assistant Veterinarian's Appointment.

33.43 Further to Article 33.39, the Veterinarian may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the Dean/AVPR through the chair of the MCA Committee by May 15th. The information contained in Article 33.20 (f) (2, 3, 4 and 5) shall be provided by the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

Promotion to Veterinarian

33.44 Consideration for Promotion to the rank of Veterinarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Veterinarian Member to the Dean/AVPR through the chair of MCA by May 15th. The information indicated in Article 33.20 (f) (2,3,4 and 5) shall be provided by the Member to the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

Deliberations Process and Communication of Decision

33.45 The MCA Committee will assess each Assistant Veterinarian's performance and make a recommendation to the chair of the UCA Committee with respect to the granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian. The MCA Committee will complete the appropriate Report (per Article 33.16) for each Veterinarian who has been considered. The appropriate Report and relevant recommendation will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the UCA Committee.

33.46 Within fifteen (15) days following completion of performance assessment and Continuing Appointment the Dean/AVPR will provide to each Veterinarian being considered a letter (signed by all members of the UCA Committee who were present for the relevant deliberations) indicating the following:

- a) for Continuing Appointment-track Members: An assessment of progress toward Continuing Appointment in each area of responsibility as outlined in the Position Description;

- b) for all Members who were considered for Continuing Appointment: the recommendation of the UCA Committee along with the reasons for the recommendation.

33.47 For Veterinarians considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:

- a) that Continuing Appointment be granted and Promotion to Associate Veterinarian be conferred;
- b) that the Continuing Appointment-track Appointment be continued; or
- c) that Continuing Appointment not be granted and the Appointment be terminated.

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 33.50, and to contact the Association.

33.48 The UCA Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.

33.49 Following consultation with the Provost, the President will make an expeditious decision either to grant continuing appointment immediately or to deny continuing appointment, and will communicate his/her decision to the Veterinarian immediately. The new rank will become effective the following July 1st. In the case of a denial of continuing appointment, reasons will be provided.

Appeals

33.50 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian may appeal a negative recommendation of the UCA Committee to the chair of the University Veterinary Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.

33.51 The appellant Veterinarian may request to see his/her Official File/ Assessment File, and the signed Report(s) from the MCA and the UCA Committee(s). Letters from external assessors will be provided upon request, but they shall be provided by the Dean/AVPR without attribution and with any personally-identifying information removed.

University Veterinarians Appeals (UVA) Committee

33.52 The Committee will serve as an advisory body to the Provost and the VPR, who will act as committee co-chairs. The UVA Committee shall consider all appeals and recommendations from the UCA Committee and will make its recommendation to the President.

33.53 The membership of the UVA Committee shall be:

- a) The Provost and Vice-President (Research), who will act as co-chairs of the committee;
- b) Two (2) Veterinarians holding Continuing Appointment elected for a two (2) year term by University Veterinarians.

33.54 The complete Assessment File shall include all of the same information considered by the UCA Committee plus the Assessment/Progress Report and recommendation

- 33.55 The Veterinarian may choose to appear before the UVA Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 33.56 The UVA Committee may request the Veterinarian, his/her Director, the chair of the MCA Committee, the Dean/AVPR or any other member of the MCA or the UCA Committees to appear before it.
- 33.57 The Provost/VPR may, where she/he considers it appropriate, extend the Veterinarian's probationary period to permit reconsideration of the case by the Committee.

Decision of the President

- 33.58 Following the hearing of all appeals, the UVA Committee shall forward its recommendations to the President. The President shall inform the Veterinarian in writing of the decision of the University.

Performance Assessment

- 33.59 The following performance assessments will be conducted in accordance with the process outlined in this Article:
- a) annual assessment of performance of all Continuing Appointment-track Veterinarians for the purpose of feedback related to progression toward Continuing Appointment and Promotion to Associate Veterinarian;
 - b) annual assessment of performance of all contractually limited Members;
 - c) biennial assessment of all Veterinarian Members holding Continuing Appointment-track and Continuing Appointment for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.
- 39.59.1 The biennial performance review of Continuing Appointment-track or Continuing Appointment Veterinarians and the annual performance reviews of Contractually Limited Members provide to each Member a rating of either "Unsatisfactory", "Improvement Required/Developmental", "Good", "Very Good", or "Outstanding" in each of area of effort: Professional Practice, Professional Development and Research Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Veterinarian Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member's Position Description during the review period.
- 33.60 Each Veterinarian must submit his/her completed Performance Assessment Template to the chair of the MCA Committee by August 15th. The chair of the MCA Committee will provide a written reminder to each Veterinarian of the deadlines for submission of documentation.
- 33.61 Failure to submit the completed Performance Assessment Template by August 15th, without prior approval from the Dean/AVPR and Provost, will result in an Unsatisfactory performance assessment.

33.61.1 Notwithstanding the scheduling provisions outlined in 33.59, the following assessments will occur on an annual basis:

- (i) Subsequent to any overall biennial performance assessment of a continuing appointment-track or tenured Veterinarian Member that is less than “Good”, that Member will be subject to an annual review of performance by the MCA and UCA for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
- (ii) The performance of all Contractually Limited Veterinarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 39.59.1 above).

33.62 The MCA Committee will assess each Veterinarian’s performance and will complete Performance Assessment Report for each Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The MCA Committee will not rank order Veterinarian Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the chair of the UCA.

33.63 Following consideration by the UCA Committee, the Dean/AVPR will provide in writing (and signed by all members of the UCA Committee who were present for the relevant deliberations) the assessment of the Veterinarian’s performance to the Member and also copy it to his/her Director. The letter to the Member will include explicit mention of the Member’s right to appeal the assessment, as per Article 33.64, and to contact the Association.

Appeals of Performance Review

33.64 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian who has received an overall performance rating of less than “Good” may appeal to the chair of the UVA Committee.

33.64.1 A Continuing Appointment-track Veterinarian Member may appeal to the Chair of the UVA Committee any overall performance rater and/or individual performance rater.

33.65 The appellant Veterinarian may request to see his/her Assessment File including the signed Performance Assessment Report from the MCA Committee and the UCA Committee.

33.66 The UVA Committee may request the Veterinarian, the Director, the Dean/AVPR and any other member of the MCA or UCA Committees to appear before it as part of the appeal process.

33.67 The Veterinarian who has received a performance assessment of less than “Good” may choose to appear before the UVA Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.

33.68 The Veterinarian is entitled to be accompanied to the meeting of the UVA Committee by a representative of the Association.

33.69 The chair of the UV Appeals Committee will provide the decision in writing to the Veterinarian within fifteen (15) days of the date of the meeting at which the Member’s appeal was heard.

Grievance

33.70 Any grievance of a decision arising from the Article shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

Article 34 – Placeholder

This article is purposefully left blank in order to avoid the renumbering of all subsequent provisions.

Article 35 - Professional Development Leaves for Veterinarians

Short-Term Professional Development Leave

- 35.1 Veterinarian Members shall be permitted, when determined to be operationally and financially feasible by the Director, to attend conferences, workshops, seminars and meetings for professional development purposes and may consult sources outside the University, visit laboratories and/or libraries, and seek other sources of material for scholarly endeavours, with salary.
- 35.2 For such leaves from his/her normal responsibilities, a Veterinarian Member shall make a written request for approval to the Director at least one (1) month in advance, and shall collaborate with the Director to make acceptable arrangements for meeting the Member's obligations and responsibilities. Such Leave shall normally not exceed five (5) working days. The University will consider funding requests related to Professional Development Leave.

Longer-Term Professional Development Leave

- 35.3 Continuing Appointment Veterinarian Members are eligible after six (6) years of continuous and satisfactory service and with the approval of the Director to make application for a Longer-Term Professional Development Leave. This Leave is possible based on the merit of the Member's application and the availability of funding. Such Leave will be paid (for a maximum of one semester). Application for such Leave must be submitted in writing by the Member to the Director at least twelve (12) months prior to the intended start date of the Leave. The written application will include:
- a) a statement of goals;
 - b) a plan of scholarly activity and the benefit to the unit of such leave;
 - c) an indication of when and where the Leave is expected to be taken, the length of leave requested (to a maximum of one semester), and an indication that the proposed host institution is willing and able to host the Member's Leave;
 - d) recommendations for meeting the Member's obligations and responsibilities during the period of the approved Leave. These can be developed in discussion with the Director.
- 35.4 The Director will consider the request and shall inform the Veterinarian Member of the decision to approve or deny the Leave. Reasons for denial will also be given in the letter.
- 35.5 Under circumstances determined by the operational needs and priorities of the unit, the Director may delay the commencement of an approved Leave. Such delay, however, cannot be for a period exceeding two (2) years.
- 35.6 A Veterinarian Member whose application for Leave has not received approval may appeal to the Dean or Vice-President (Research).
- 35.7 Within sixty (60) days of the conclusion of the Leave, the Veterinarian Member will provide a written report to the Director describing what has been accomplished in relation to the plan submitted.
- 35.8 It is expected that the Veterinarian Member will return to the University of Guelph for at least one (1) year following the Leave.

Article 36 - Paid Personal Leave (PPL) for Veterinarian Members

- 36.1 Notwithstanding the provisions of Article 48: Compassionate Leave, Continuing Appointment-track and Continuing Appointment Veterinarian Members shall be allowed up to three (3) days of PPL annually, which must be approved and granted by the Director, or designate.
- 36.2 PPL is intended to address unanticipated issues of an emergency nature that are not provided for in Article 48: Compassionate Leave. PPL is not intended for purposes of extending vacation or for the day prior to or following a paid holiday.
- 36.3 PPL does not accrue from one year to another.
- 36.4 Each request shall indicate the reason for the request, providing as much notice as practicable.

Article 37 - Redeployment or Severance of Veterinarian Members Due to Reorganization or Significant Change in Demand for Services

37.1 When the University approves a significant reorganization or when there is a significant change in demand for services that may affect one or more Veterinarian Members, the Provost and the Vice-President (Research), in consultation with the Association, will strike a Redeployment Advisory Committee. The Redeployment Advisory Committee, once struck, shall provide advice on measures needed to effect the reorganization or respond to the change in demand for services, including the possibility of redeployment or of termination with severance for Members.

Redeployment Advisory Committee

37.2 The Redeployment Advisory Committee will be comprised of the Director, the Dean/AVPR, and two (2) Veterinarian Members with Continuing Appointments, named by the Association.

37.3 The Redeployment Advisory Committee will prepare a plan that includes a list of those Veterinarian Members who are, or may be, affected. This plan will be submitted to the Provost and the Vice-President (Research) within thirty (30) days of the Committee being struck.

37.4 Recommendations about affected Veterinarian Members shall be considered on a case by case basis by the Redeployment Advisory Committee. Whenever practicable, Members holding contractually limited appointments shall be reassigned or terminated ahead of Members holding Continuing Appointment-track or Continuing Appointments. In the case where more than one Member performs the same job, the person with the shortest amount of continuous employment within the Bargaining Unit (Bargaining Unit seniority) shall be the first to be redeployed.

Redeployment Process

37.5 The Provost and the Vice-President (Research) will convene a meeting with the President of the Association to provide notification that a reorganization will be effected and will provide the names of the Veterinarian Members who are affected. The Provost and the Vice-President (Research) will provide this notification in writing to the President of the Association at this meeting.

37.6 Following this meeting and within ten (10) days, the appropriate Director will meet individually with each of the affected Veterinarian Member(s) to inform them of the impending reorganization and discuss options available for individual Members. The Director will discuss with the affected Member(s) his/her individual career goals and perceived fit with other Units/Departments, if applicable. If applicable, the Director will then make a written recommendation to the Provost and Vice-President (Research) with respect to the most likely Unit/Department for the redeployment of the Member. The Director shall inform the Member in writing of the decision with respect to redeployment, if applicable, and the reasons for the decision.

37.6.1 The Veterinarian Member may be accompanied by another Member or representative of the Association at this and subsequent meetings.

37.7 If there is a position identified to which a Veterinarian Member can be redeployed in 37.6 above, the Member must, within thirty (30) days, accept the redeployment or request, in writing, that termination with severance be initiated.

- 37.8 All existing entitlements, including, but not limited to, rank, salary, benefits, leaves, and seniority shall be transferred with the Veterinarian Member(s) in the event of redeployment.
- 37.9 A Veterinarian Member may not be transferred from the University of Guelph main campus without his/her consent.
- 37.10 If a position cannot be identified for redeployment in 37.6, then the termination with severance option (below) will be initiated.

Termination with Severance

- 37.11 The University shall give to each Veterinarian Member holding a Continuing Appointment-track or Continuing Appointment who is affected by a reorganization or a significant change in demand of service leading to termination with severance:
- a) Notice: six (6) months' notice, or six (6) months' actual salary in lieu of notice, or a combination of notice and actual salary equivalent to six (6) months'; and
 - b) Severance: one (1) month's salary for each year of continuous employment at the University with a minimum of six (6) months, up to a maximum of twenty-four (24) months.

Article 38 - Academic Fraud and Misconduct

38.1 Academic Fraud or Misconduct does not involve an honest error, conflicting data, differences in the interpretation or assessment of data, or experimental design or practice, unless there has been an intent to mislead. Any finding of Academic Fraud or Misconduct shall require clear, cogent and convincing proof of actual dishonest purpose and intent, or reckless disregard for the likelihood to mislead.

38.2 Academic Fraud or Misconduct in Research/Scholarship includes:

- a) fabrication and falsification of research findings or scholarly materials;
- b) plagiarism;
- c) failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished materials of others without permission, or the use of archival materials in violation of the rules of the archival source;
- d) failure to obtain the permission of the author before making significant use in any publication of new information, concepts, or data obtained through access to manuscripts or grant applications during the peer review process;
- e) submission for publication of an article originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a re-publication;
- f) falsification or misrepresentation of credentials or other intentionally misleading practices in proposing, conducting, or reporting Research/Scholarship;
- g) intentional unauthorized diversion of Research/Scholarship funds of the University, federal or provincial granting councils, or other sponsors of research;
- h) material failure to comply with relevant federal or provincial statutes or regulations, or policies promulgated by the Senate or Board of Governors that are not inconsistent with this Agreement for the protection of researchers, human subjects, or for the health and safety of the public or the welfare of laboratory animals;
- i) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- j) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public;
- k) failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stock-holding, a directorship, significant honoraria or consulting fees, but does not include routine stock holding in a publicly-traded company.

Procedures

38.3 Any investigation related to allegations of misconduct in research and scholarly activity shall be conducted in accordance with the investigation process as outlined in Article 39: Investigation of Allegations and Discipline.

38.4 Any discipline imposed on a Member for misconduct in research and scholarly activity shall be subject to Article 39: Investigation of Allegations and Discipline.

Article 39 - Investigation of Allegations and Discipline

Preamble

- 39.1 A Member may be disciplined only for just cause and only in accord with the provisions of this Article.
- 39.2 Disciplinary action shall be reasonable and consistent with the principle of progressive discipline, commensurate with the seriousness of the misconduct.
- 39.3 The investigation, in and of itself, is not considered to constitute discipline and is not grounds for grievance, although the Association may grieve if it believes that the basis for, or conduct of, the investigation violates the Collective Agreement.
- 39.3.1 All investigations will be conducted as expeditiously as possible.

Investigation

- 39.4 The University may investigate any allegation which, if proven, would warrant taking disciplinary action against a Member. Subject to 39.9, within ten (10) days, or as soon as practicable after an allegation has been made, the University shall inform the Member of the nature of the allegation that has been made and his/her right to seek assistance from the Association. If a complaint in writing has been received by the University, the Member and the Association will, at this time, be given a copy of it. If appropriate, the complaint may be redacted to retain confidentiality.
- 39.5 Where the University will be investigating any allegation about a Member that, if proven, would warrant disciplinary action against the Member, subject to Article 39.9.1 below, the Member will be notified by the Dean, University Librarian, or, in the case of Veterinarians, Director, as soon as is practicable of the reasons for, and the nature of, the planned investigation.
- 39.6 During an investigation the University may remove a Member with pay, if the circumstances warrant it. Such investigation will occur as expeditiously as possible. The mere fact of an investigation is not grounds for grievance although a Member may grieve whether the basis for, or conduct of, the investigation conforms to this Article.
- 39.6.1 Any breach of the investigatory process does not result in the discipline being void. Any breach is, rather, a factor to be considered by an arbitrator in fashioning a remedy.
- 39.7 Notwithstanding 39.24, if a Member poses a real and present danger to the safety of any member of the University community or to University property, the University may decide to remove the Member from the workplace during the investigation and the Member will continue to receive full salary and benefits.
- 39.8 A Member shall have the right to receive assistance and representation from the Association.
- 39.9 Subject to Article 39.9.2 below and as soon as is practicable, but no later than ten (10) days after commencing an investigation, the University shall advise the Member and the Association's Executive Officer or designate in writing:
- a) of the nature, substance, and scope of the investigation,
 - b) of the Member's right to seek assistance from the Association;

- c) that the Member is invited to respond to the allegation(s) by meeting or submitting materials, or both;
- d) that the Member is invited to submit a list of persons, along with a written explanation as to the reasons for each person listed, whom the Member believes should be interviewed as part of the investigation.

39.9.1 The University will provide a list of the persons identified as per 39.9 (d) whom it has not contacted, if any, and provide a written explanation.

39.9.2 The University may withhold information, decide not to notify the Member, or delay notifying the Member if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized. In such case, the University shall notify the President of the Association, or designate, immediately.

39.10 Members and the University shall maintain the confidentiality of the investigative process, its findings, and its outcome. Information will be disclosed only to those with a demonstrable need to know. Those in receipt of information pertaining to the investigative process are bound to hold such information in confidence. The University may disclose information where it has grounds to believe that confidentiality may put a person at risk of significant harm or if the University is legally required to disclose. In such a case, the University shall immediately inform the Association of its decision not to maintain confidentiality and the grounds for the decision.

39.10.1 All persons contacted by the University during the investigation shall be informed of the confidentiality requirement under Article 39.10 above.

Tentative Results of the Investigation

39.11 The University shall notify the Member of the tentative results of the investigation within ten (10) days of the results being known.

39.12 Pursuant to Article 39.11, the University shall either:

- a) advise the Member that discipline will not be imposed and that the investigation is closed, or
- b) inform the Member that the University believes that discipline is warranted. In this case, the University shall invite the Member to attend a meeting before the investigation is closed, and before any discipline is imposed, to allow the Member to respond.

39.13 The Member may respond in person or through an Association representative. Should the Member fail to respond to the invitation within ten (10) days or fail to attend a meeting on the matter, without reasonable excuse, the University may proceed under the terms of this Article.

Disciplinary Measures

39.15 Disciplinary measures that the University might take against a Member are limited to:

- a) written warning or reprimand;
- b) suspension with pay;
- c) suspension without pay; or
- d) dismissal for cause.

- 39.16 A written warning or reprimand shall be clearly identified as a disciplinary measure and shall contain a clear statement of the reasons for the discipline.
- 39.17 A suspension with pay is the act of the University's relieving, for cause, some or all of a Member's duties and/or entitlements without the Member's consent.
- 39.18 Dismissal means the termination of Appointment without the Member's consent before retirement/resignation or the end of the contract.
- 39.18.1 Non-renewal of a Contractually Limited Appointment does not, in and of itself, constitute dismissal. Not granting of a Continuing Appointment or Tenure to a Member does not constitute dismissal.
- 39.18.2 Grounds for dismissal of a Member shall be:
- a) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
 - b) persistent failure to discharge Responsibilities through incompetence or neglect of duties; or
 - c) abandonment of duties.

Disciplinary Process Distinct from Academic Assessments

- 39.19 a) The fact that a disciplinary measure is contemplated or has been imposed cannot be considered in Tenure/Continuing Appointment and Promotion and Annual Performance Assessment; however, the facts that resulted in, or may result in, the imposition of discipline may be considered, if relevant to an academic assessment.
- b) The existence of an academic assessment, or findings arising from an academic assessment, cannot lead to discipline unless the steps preceding discipline provided for in this Article including notice and investigation have been followed.
- c) Outcomes of the Performance Assessment Process (per 21.61 – 21.67, 28.58 – 28.64 or 33.59 – 33.63 as applicable) may be considered grounds for disciplinary action only if an overall rater of "Less than Good" is assigned, and only where there are proven and repeated concerns about performance under Article 21, 28 or 33 (as applicable).

Disciplinary Process

- 39.20 Where the University believes disciplinary action is warranted, the Member shall be notified in writing of a meeting, stating the time and place and that the Member has the right to have an Association representative at the meeting. This meeting shall take place within fifteen (15) days of the written notification of the meeting.
- 39.21 At the meeting, the University shall provide the Member with details of the disciplinary measures to be imposed and the reasons therefore.
- 39.22 Any Grievance related to a suspension or dismissal shall commence at the Formal Stage in accordance with Article 40: Grievance and Arbitration.
- 39.23 Where disciplinary action has been taken, the University shall only notify those officials with a demonstrable need to know.

- 39.24 A Member who is suspended shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 39.25 At an Arbitration or Grievance relating to discipline, the onus is on the University to prove that discipline was for just cause.

Sunset Provision

- 39.26 Any record of discipline shall be removed from a Member's Official File twenty-four (24) months after the date on which the discipline was imposed, unless the Member has been given further warnings or reprimands and the Association does not successfully grieve the matter.

Restrictions on Discipline

- 39.27 Notwithstanding 39.4, if a University rule, regulation, or policy has been violated by a Member, the University rule, regulation, or policy must have been promulgated by the appropriate authority and not be in violation of this Agreement in order for a Member to be disciplined specifically for the violation of such a rule, regulation, or policy.
- 39.28 No investigation under this Article shall be initiated by the University more than forty-five (45) days after it knew, or ought reasonably to have known, about the facts that could be the basis for discipline.
- 39.29 If disciplinary procedures are in progress while a Member is being considered for renewal, Continuing Appointment, Tenure, Promotion, or Study/Research Leave, upon request of the Member or University, the consideration may be deferred until the disciplinary process has been concluded. In cases of renewal, Tenure, or Continuing Appointment the Member's appointment shall be extended by the length of the deferral to allow for completion of the renewal or Tenure process.
- 39.30 Only the President or his/her designate may suspend or dismiss a Member.

Article 40 - Grievance and Arbitration

General

- 40.1 The Parties agree to attempt to resolve disputes arising from this Agreement amicably and promptly.
- 40.2 In order to ensure that Grievances of Members are remedied in a reasonable, just, and equitable manner, the University and the Association mutually agree that the procedure for submitting and dealing with Grievances shall be as indicated in the remainder of this Article.
- 40.3 The University agrees that at any stage of the informal resolution and/or grievance procedure, Members have the right to be accompanied by an Association designate.
- 40.4 No Grievance may proceed to the formal Grievance Procedure unless it has been assumed by the Association.
- 40.5 The time limits in the Grievance procedure may be extended only by mutual written consent of both the Provost, or designate, and the President of the Association, or designate. Similarly, no step in the grievance procedure may be waived without mutual written consent of both Parties to this Agreement. Consent to the extension of these time limits will not be unreasonably withheld.

Definitions

- 40.6 An Individual Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by one Member and initially presented to the Dean, University Librarian, or in the case of Veterinarians, Director, or designate in accordance with Article 40.9.
- 40.7 A Group Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by two (2) or more Members where the same issue is in dispute. A Group Grievance shall be initially presented to the Dean, University Librarian, or, in the case of Veterinarians, Director, in accordance with Article 40.9. If the Members are from different Colleges, a Group Grievance shall be initially presented to the Provost, or designate, and be processed at the Formal Stage as set out in this Article.
- 40.7.1 In the case of a Group Grievance, it shall be raised within thirty (30) days after the group could reasonably be expected to have become aware of the relevant circumstances.
- 40.8 A Policy Grievance is a difference arising between the University and the Association as to the interpretation, general application, or alleged violation of a specified provision or provisions of this Agreement.
- 40.8.1 Such Policy Grievances shall be submitted in writing, signed by the President of the Association, or designate, or the Provost, or designate, as the case may be, and submitted to the Manager, Faculty Relations or designate or Executive Officer of the Association or designate, as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the Grievance.
- 40.8.2 The responding party shall provide a written response within twenty (20) days following receipt of the Grievance.

40.8.3 If the Policy Grievance is not resolved, the initiating Party may notify the other Party, in writing, within twenty (20) days that it intends to proceed to Arbitration pursuant to this Article.

Informal Resolution

- 40.9 The University and the Association mutually agree that it is the desire of the Parties that differences in the interpretation, application, administration, and alleged violations of this Agreement shall be dealt with as quickly as is reasonably possible. If a Member has a complaint/dispute that may give rise to a Grievance, he/she and/or an Association designate shall first discuss the matter at a meeting arranged for this purpose with the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, within twenty (20) days after the Member would reasonably be expected to have become aware of the circumstances giving rise to the complaint/dispute.
- 40.10 The Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall be allowed ten (10) days to seek information and advice and to communicate a proposed resolution. A copy of the agreed-upon resolution, signed by the Member, the Dean, University Librarian or, in the case of Veterinarians, Director, and the Association, will be forwarded to the Member, Executive Officer of the Association, or designate, and to the Manager, Faculty Relations, or designate.
- 40.11 Failing informal resolution of the Grievance and within ten (10) days following receipt of notification of the proposed resolution under the informal process, the Association has the right to present the written Formal Grievance to the Provost, or designate, pursuant to this Article.
- 40.12 No minor technical irregularity or error shall prevent the substance of a Grievance from being heard and determined on its merits.
- 40.13 An Individual, Group, or Policy Grievance shall include the following:
- a) the date of presentation;
 - b) the nature of the grievance;
 - c) where applicable, the names of the grievor(s);
 - d) the remedy sought;
 - e) the article, section, or sections of this Agreement allegedly violated or the alleged occurrence said to have caused such Grievance;
 - f) applicable signature(s).

Formal Grievance Procedure

- 40.14 Following receipt of a Formal Grievance, the Provost, or designate shall convene a meeting within ten (10) days with the Member and/or the Association designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific Grievance. The Provost (or designate) shall reply in writing within fifteen (15) days of that meeting.
- 40.15 Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the Grievance to the next step of the Grievance Procedure. Should the grieving Party fail to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure, and has not within that period requested and been granted an extension of time

limits (extension shall not be unreasonably withheld), the Grievance shall be considered to have been abandoned.

- 40.16 In the case of a Member who has been suspended or discharged, denied Tenure/Continuing Appointment, or whose Tenure-track/Continuing Appointment-track appointment has not been renewed, the Association has the right to submit a formal Grievance in writing, signed by the Member and the Association, directly to the Provost or designate. The Provost or designate will respond within five (5) days of the date of receipt of the Grievance.
- 40.17 In all cases involving dismissal, denial of Tenure/Continuing Appointment, discipline, the burden of proof shall be on the University to establish its case.
- 40.18 The University and the Association agree that all resolutions/remedies reached under the grievance procedure between the representatives of the Parties will be final and binding upon the Parties and the Members.
- 40.19 Failing resolution of a Grievance, the University or the Association will provide notification that a matter shall be submitted to Arbitration. Such notification must be made in writing and addressed to the other party within fifteen (15) days of the date of receipt of the formal Grievance decision.

Arbitration

40.20 Powers of the Arbitrator:

- a) except as provided in this Article, the Arbitrator shall have the powers of an arbitrator as stated in the Ontario Labour Relations Act, as amended from time to time.
- b) the Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- c) in the event an Arbitrator deals with a matter relating to discharge, suspension, or disciplinary action, the Arbitrator has the authority to reinstate a Member with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable that would be consistent with the terms of this Agreement.

40.21 In arbitrations over the denial of Promotion, Tenure, Continuing Appointment, or a specific appointment, the Arbitrator shall have the jurisdiction to examine and grant a remedy on aspects of the process or decision leading to the Grievance. The Arbitrator shall not have the power to award Promotion, Tenure, or Continuing Appointment. In such circumstances, the Arbitrator may prescribe remedies, including, but not limited to, extension of the probationary period and/or remitting the case for reconsideration, possibly with different material and/or different assessors.

40.21.1 The Arbitrator may appoint an Academic Panel. The Academic Panel shall be comprised of one tenured faculty member nominated by the Association and one tenured faculty member nominated by the University. The nominees will agree to a third tenured faculty member to be chair. The decision of the Panel will be binding on the Parties.

40.22 The decision of the Arbitrator shall be final and binding upon the Parties.

40.23 All arbitration expenses, including the remuneration of the Arbitrator, shall be shared equally by both Parties, subject to the award of costs by the Arbitrator as part of the remedy.

Article 41 - Health and Safety

41.1 The University and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the University and the Members have responsibilities delineated in the *Occupational Health and Safety Act*, R.S.O 1990, c.01, as amended from time to time (hereinafter referred to as the "Act").

Responsibilities of the University

41.2 The University recognizes a responsibility to take every precaution reasonable in the circumstances to protect the health, safety, and security of Members as they carry out their responsibilities. To that end:

- a) The University shall comply with the provisions of the Act;
- b) In keeping with the provisions of the Act, the University reserves the right to give direction, including the establishment of such policies and procedures as may be considered necessary for workplace health and safety. It is agreed that before any changes are made to these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.
- c) The University shall provide Members with access to information relevant to their workplace health and safety, through the Environmental Health & Safety website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, and links to applicable Federal, Provincial, and Municipal legislation.
- d) The University recognizes and acknowledges the right of Members to be informed about hazards in the workplace and to be provided with appropriate training, and the right of Members to refuse unsafe work, consistent with the Act.
- e) The University will take those measures that it deems to be reasonable to maintain the security of the buildings and grounds, while, at the same time, maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.
- f) The University shall extend the same standards and measures regarding health and safety at the Guelph campus to any outside workplace that is managed by the University. These include but are not limited to ensuring the establishment and currency of an Asbestos Inventory and the establishment and currency of a Chemical Inventory System.
- g) The University shall establish and maintain Emergency Response Protocols. The University shall provide, to Campus Community Police, an up-to-date contact list of all Members and their workplaces. This list will be updated on a semesterly basis, or as needed.
- h) In keeping with the provisions of the Act, when circumstances require appointing a Member as a supervisor, the University shall appoint a competent Member, as defined in the Act.

41.3 The University agrees to pay the cost of Level 1 and Level 2 certification for Members on the Central Joint Health and Safety Committee, as provided by Environmental Health and Safety,

The Workers' Health and Safety Centre, or any other such agency, as recommended by the Central Joint Health and Safety Committee.

- 41.4 The University agrees to pay the cost of Level 1 certification for Members on local Joint Health and Safety Committees. The University will provide paid time off for Members.
- 41.5 The University will respond in writing, within fifteen (15) days, to all recommendations from the Central Joint Health and Safety Committee (and all applicable local Joint Health and Safety Committees). This response will include the action to be taken and the time line for its implementation, or reasons for not acting on the recommendations.

Responsibilities of Members

- 41.6 Members shall work in compliance with the provisions of the Act and in compliance with the regulations, policies, programs, and procedures specified by the University (see 41.2 (b)). Supervisors shall complete and remain current with Competent Supervisor and Due Diligence training as established and made available by Environmental Health and Safety. In addition, Members shall insist that all persons under their supervision in the workplace shall follow the applicable University Health and Safety regulations, policies, programs, and procedures and shall notify the University of any non-compliance.
- 41.7 Members shall follow safe working practices in carrying out their responsibilities and shall follow standards, rules, regulations, policies, programs and procedures regarding the use of personal protective equipment in the workplace. The Parties agree that the University shall provide, and the Members shall make use of, protective equipment, whenever such equipment is required by the legislation, or the regulations pertaining to the legislation, for the safe performance of the Member's assigned responsibilities of employment.
- 41.8 Members shall advise the appropriate Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, of any circumstance that comes to their attention that may place the health and safety of Members and/or other persons at risk in the workplace.

Central Joint Health and Safety Committee

- 41.9 The University and the Association agree to participate in the Central Joint Health and Safety Committee in accordance with the Committee's terms of reference.
- 41.10 The Association shall have the right to appoint one (1) representative to the Central Joint Health and Safety Committee.
- 41.11 The Central Joint Health and Safety Committee shall support the health and safety measures of Environmental Health and Safety and shall draw to the attention of the University any egregious or repeated violation of compliance orders. The University will respond to these orders in a timely manner.

Article 42 - No Discrimination and No Harassment

- 42.1 The University is committed to fostering a working and learning environment that allows for full and free participation of all members of the University community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermines these objectives and violates the fundamental rights, personal dignity, and integrity of individuals or groups of individuals.
- 42.2 The Parties agree to abide by the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19 (for the purposes of this Article “the Code”) and the University’s *Human Rights Policy and Procedures*.
- 42.3 Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the Code and/or the University’s *Human Rights Policy and Procedures*. The Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”
- 42.4 Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article or the Code, when it creates an intimidating, demeaning, or hostile working environment. Harassment is defined as noted in Article 42.3.
- 42.4.1 The exercise of administrative authority does not, in and of itself, constitute harassment. Communication of negative assessments arising from the exercise of academic or professional judgment does not, in and of itself, constitute harassment.
- 42.5 There shall be no discrimination, interference, restriction, or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Continuing Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Study/Research Leave, or other Leaves or Benefits, by reasons of the grounds listed below, nor shall any discrimination be exercised against or by Members in the course of carrying out their Responsibilities, by reason of:
- a) race, colour, ancestry, place of origin, ethnic origin, citizenship (except for new Appointments as provided by law); or
 - b) creed, or political affiliation or belief or practice; or
 - c) sex, sexual orientation, gender, physical attributes, marital status, or family status; or
 - d) age; or
 - e) physical or mental health disability (provided that such condition does not interfere with the ability to carry out the Member’s Responsibilities; but this exception shall not relieve the University from its duty to accommodate in accordance with the Code, or other applicable legislation); or
 - f) place of residence (see 42.7); or
 - g) membership or participation in the Association.
- 42.6 Article 42.5 does not apply to any action or decision based on a bona fide occupational requirement or qualification.
- 42.7 Place of residence shall not be considered a reason or factor unless the place of residence interferes with a Member carrying out any of his/her responsibilities.

- 42.8 The University shall ensure, in accordance with the Code, that there shall be no systemic discrimination against Members through policies, procedures, or practices that may lead to adverse job-related consequences.
- 42.9 This Article shall not infringe upon the implementation of special measures designed to assist disadvantaged persons or groups to achieve equality, including any action that has as its objective the increased representation of the four designated groups identified by the Federal Contractors Program for employment equity, namely, aboriginal people, visible minorities, persons with disabilities, and women.
- 42.10 The University, the Association, and all members of the University community share responsibility for ensuring that the work and learning environment is free from discrimination and harassment. The University bears the responsibility for offering appropriate training in the recognition of behaviours and institutional cultures that may constitute discrimination and/or harassment, and for creating suitable procedures to remove such behaviors and institutional cultures from the University's working and learning environment.
- 42.11 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for:
- a) pursuing rights under this Article; or
 - b) participation in proceedings or for assisting a person in pursuit of their rights, under this Article, or the *Human Rights Policy and Procedures* of the University, or pursuant to legislation protecting against harassment or discrimination, except as provided for in 42.10.
- 42.12 It is an offence for any person, in bad faith, to make an allegation of discrimination or harassment, or to initiate a procedure under the University's *Human Rights Policy and Procedures* or this Agreement, or to influence an ongoing procedure under this Article. If substantiated, this could be subject to discipline.
- 42.13 The Human Rights Advisory Group, which advises the Assistant Vice-President (Diversity and Human Rights) on matters pertaining to the University's *Human Rights Policy and Procedures*, as amended from time to time, shall include two (2) representatives appointed by the Association.
- 42.14 The minutes/notes of the Human Rights Advisory Group shall be forwarded simultaneously to the representatives and to the Association.
- 42.15 The Association shall be notified of all hate activities and crimes at the University, as identified by the Office of Diversity and Human Rights, and the nature of such acts.
- 42.16 Copies of all Formal Complaints made to the Office of Diversity and Human Rights involving a Member shall be sent to the Member and to the Association upon receipt. If appropriate, the complaint may be redacted by the Office of Diversity and Human Rights to retain confidentiality.

Article 43 – Accommodation of Members with Disabilities

- 43.1 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage, as articulated in the Accommodation Partnership Agreement jointly agreed upon by the parties, all Members with disabilities to avail

themselves of the services at the University that may facilitate their contributions to teaching, research, scholarship, and professional practice and service.

43.2 The Parties agree to act in accordance with applicable legislation.

43.3 No Member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for him/herself or any other person, including acting as an advocate or a witness in any proceeding resulting from an Accommodation request or complaint.

Article 44 - Maternity and Parental Leave

Eligibility and Application

- 44.1 The provisions of this Article shall apply equally to all Members except those holding Contractually Limited Appointments. For Members holding Contractually Limited Appointments, all provisions of this Article shall apply, except for Article 44.8 to Article 44.12 (Supplemental Income Benefit).
- 44.2 A Member shall give written notice to his/her Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, of his/her intention to take Maternity and/or Parental Leave normally three (3) months prior to the commencement of the Leave.
- 44.3 Where both parents are Members and are qualified to take Leave under the provisions of this Article, the Leave may be shared. In this case, both Members shall provide notification to their respective Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, three (3) months prior to the commencement of the Leave. The combined Leave provision provided to both Members shall not exceed fifty-two (52) weeks of Maternity/Parental Leave. Additional Unpaid Parental Leave may be requested as per 44.14.
- 44.4 The notice periods above may be waived if the Member stops working as a result of complications with the pregnancy or because the child comes into the care or custody of the parent sooner than expected.

Leave Provisions

Maternity Leave

- 44.5 Upon the birth of a child, a Member shall be entitled to up to seventeen (17) weeks of Maternity Leave as per the Employment Standards Act.

Parental Leave

- 44.6 For a Member who has taken Maternity Leave as provided for under Article 44.5, the Member shall also be entitled to up to an additional thirty-five (35) weeks of Leave as per the *Employment Standards Act*.
- 44.7 For a Member who is not eligible to take Maternity Leave under Article 44.5 (e.g., father, same-sex partner, or adoptive parent), the Member shall be entitled to up to thirty-seven (37) weeks of Parental Leave as per the *Employment Standards Act*.

Supplemental Income Benefit

- 44.8 Members must apply for, and qualify for, and receive, Employment Insurance (EI) benefits to receive Supplemental Income Benefits from the University.
- 44.9 To be eligible to receive a Supplemental Income Benefit, a Member shall provide appropriate documentation of the birth or adoption of a child and the receipt of EI benefits to Human Resources.
- 44.10 A Member disentitled or disqualified from receiving EI benefits is not eligible to receive Supplemental Income Benefits from the University.

- 44.10.1 Exceptions to this will be considered on a case-by-case basis for those Members who do not qualify for EI benefits, based on the criteria expected for EI eligibility.
- 44.11 During the period of Maternity and/or Parental Leave as specified above, an eligible Member shall receive from the University:
- a) for the first two (2) weeks, 100% of his/her normal salary, less any applicable EI weekly earnings;
 - b) for up to a maximum of twenty-eight (28) additional weeks of Maternity and/or Parental Leave, an amount equal to 95% of his/her normal salary, less any applicable EI weekly earnings;
 - c) for any remaining period of Parental Leave beyond thirty (30) weeks, Supplemental Income Benefits equal to 25% of her/his weekly EI earnings but no more than 100% of his/her normal salary, less any applicable EI weekly earnings.
- 44.12 The thirty-five (35) weeks of Supplemental Income Benefit provided for Maternity and/or Parental Leave under b) and c) above may be shared between eligible Members (i.e., one parent may take 20 weeks, and the other may take 15 weeks, or any combination thereof).

Additional Unpaid Parental Leave

- 44.13 All Members are eligible to apply for and be considered for Unpaid Parental Leave.
- 44.14 Unpaid Parental Leave is intended to accommodate Members who are not eligible for the Leave provisions provided under 44.5 and/or 44.6 - 44.7 or for those Members who require additional time to care for newborn or newly adopted child(ren) than provided for under the Employment Standards Act.
- 44.15 On receipt of appropriate documentation or confirmation of the birth or adoption of a child, the University will grant thirty-seven (37) weeks of Unpaid Parental Leave to Members upon notification to the Member's Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, normally three (3) months prior to the commencement of the Leave. For those Members eligible for and who have taken Parental Leave, any Unpaid Parental Leave will commence immediately following the Parental Leave.
- 44.16 Unpaid Parental Leave is available to be shared between both parents.
- 44.17 Unpaid Parental Leave is not available when a Member establishes a spousal relationship with an individual who already has a child(ren) and the Member subsequently adopts the child(ren).
- 44.18 Participation in the University Group Insurance Benefits may be continued while a Member is on Unpaid Parental Leave on a normal cost-sharing arrangement.
- 44.19 Additional Unpaid Leave may be requested by a Member under the provisions of Article 45: Leaves of Absence. Such request is made to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate.

General Provisions

- 44.20 A Member who has taken Maternity and/or Parental Leave and/or Unpaid Parental Leave will have academic decisions related to Tenure/Continuing Appointment and Promotion to Associate

Professor deferred by one year for each such Leave. Such a deferral shall be granted automatically, unless a Member requests to have the deferral waived.

- 44.21 A Member on Maternity and/or Parental Leave will continue to receive University benefits while on Leave on a normal cost-sharing basis. Participation in the Pension Plan is optional for the Member.
- 44.22 Should a pregnancy result in medical complications before or after the Maternity leave, the provisions of Article 47: Sick Leave shall apply.
- 44.23 It is expected that a Member will return to employment at the University following a Maternity and/or Parental Leave.
- 44.24 Upon return to work, a Member who has taken Leave(s) under this Article shall resume his/her position at the same rank and his/her normal salary and benefits, including any intervening salary and benefits adjustments provided for under this Agreement.

Article 45 - Leaves of Absence

- 45.1 Members may apply for a Leave of Absence without pay. An application for such a Leave will be given due consideration and may be granted where the University determines that the Leave will not interfere with operational requirements.
- 45.2 A Leave of Absence without pay shall not normally exceed one year. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, University Librarian, or in the case of Veterinarians, Directors.
- 45.3 In all cases of Contractually Limited Members, a Leave will not extend the duration of the term of appointment and will not exceed the end date of the term of appointment.
- 45.4 While a Member is on a Leave of Absence without pay, the University will not contribute towards the costs of benefits. The Member may elect to pay both the University and Member costs of benefits during the period of Leave.
- 45.5 Any application for a Leave of Absence shall be made by the Member to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate. The application shall describe the purpose and duration of the Leave. A Member will apply in writing at least six (6) months before the proposed leave is to take effect. In the case of unforeseen events/circumstances, a Member shall be permitted to apply for a Leave of Absence less than six (6) months before it would begin and this application will be given due consideration.
- 45.6 The Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall consult with the person to whom the Member reports. The Dean, University Librarian or, in the case of Veterinarians, Director, or designate, shall then approve or deny the application. Any decision not to approve an application shall be accompanied by written reasons.
- 45.7 While on a Leave of Absence, Members are not eligible for consideration for Promotion and/or Tenure/Continuing Appointment. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, at the request of the Member. In the case of a Member on a Tenure-track/Continuing Appointment-track Appointment, a Leave of Absence beyond six (6) months will extend the Tenure-track/Continuing Appointment-track Appointment by a period of one year.
- 45.8 Study/Research Leave credit shall not be earned during a Leave of Absence without pay.
- 45.9 A Member, upon returning from a Leave of Absence, shall be placed, at a minimum, at the same rank and appointment type as held at the commencement of the Leave.
- 45.10 Upon returning from a Leave, a Member will receive salary of not less than that received immediately prior to the period of the Leave, adjusted by any base salary adjustments that may have taken place in the interval.

Article 46 - Vacation and Holidays

Vacation

- 46.1 A Member's vacation entitlement shall be based on service during each Academic Year.
- 46.2 Vacation leave for Members other than those covered in 46.6 shall be:
- a) from the first year up to and including the eighth (8) year of service, vacation entitlement will be twenty-two (22) days;
 - b) from the beginning of the ninth (9) year up to and including the twentieth (20) year of service, twenty-five (25) days;
 - c) from the beginning of the twenty-first (21) year and for all subsequent years, thirty (30) days.
- 46.3 Accrual of service commences on the first day of employment. Members may utilize vacation credits, with approval, in advance of earning them with the understanding that upon termination of employment the value of any unearned vacation credits taken will be reimbursed to the University.
- 46.4 A Member shall take vacation at a time or times agreeable to the person to whom he/she reports.
- 46.5 There shall be no remuneration in excess of the annual salary in the event that a Member chooses to work through all or part of his/her scheduled vacation period.
- 46.6 A Member appointed on a contract for less than twelve (12) months shall be paid a vacation payment in lieu of a paid vacation in the amount of 8% of salary earned.
- 46.7 It is expected that a Member will take his/her vacation in the year in which it is earned. A Member may, however, carry over unused vacation days, excepting the ten (10) days required by law, into the next Academic Year, but the total vacation days carried over shall not exceed thirty (30) days.
- 46.8 Salary shall not be paid in lieu of unused vacation time.

Holidays

- 46.9 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University:
- a) any day declared as a holiday by the President; or
 - b) a statutory holiday as declared by federal or provincial authorities;
 - c) the Civic Holiday; and
 - d) any other day on which the University premises are declared closed by the President.
- 46.10 If a Veterinarian Member is required to work on a holiday as defined by Article 46.9 above, he/she may take one and one-half (1.5) days of additional paid leave at a time agreed upon by the Member and the University.

Religious Accommodation

- 46.11 A Members is entitled, upon giving due notice to the person to whom he/she reports, to rearrange his/her duties so he/she can observe the religious obligations and practices of his/her faith. For recurring religious obligations and practices, a single notice shall suffice.

Article 47 - Sick Leave

- 47.1 A Member who is absent and therefore unable to fulfill his/her responsibilities because of illness or injury shall advise the person to whom he/she reports as soon as reasonably possible of his/her absence and the expected date of return to work. The Member will provide notification as soon as reasonably possible of any change to the expected date of return to work. The University reserves the right to require medical documentation of illness or injury whenever the University reasonably considers such documentation necessary.
- 47.2 A Contractually Limited Member who is absent from work as a result of illness or injury shall receive his/her actual salary up to a maximum of fifteen (15) days in any twelve (12) month period.
- 47.3 If a Contractually Limited Member's absence due to illness or injury continues beyond fifteen (15) days, the Member will remain on Sick Leave, but without salary. Following an absence of greater than ninety (90) consecutive Calendar days, the Member may qualify for Long Term Disability as outlined in this Article. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.4 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury up to a maximum of ninety (90) consecutive Calendar days shall receive his/her actual salary and benefits except in the following circumstances:
- a) if there is a recurrence of the same or related illness or injury within thirty (30) calendar days following a Member's return to work on a full-time basis from Sick Leave, the Member is entitled to the unused portion of the original ninety (90) consecutive Calendar day period of Sick Leave;
 - b) if a Member is able to return to work on a part-time basis within the ninety (90) consecutive calendar day period, the ninety (90) consecutive calendar days will be extended by the amount of the time actually worked by the Member during this ninety (90) consecutive Calendar day period; or
 - c) if a Faculty Member or Librarian becomes ill or injured while on Study/Research Leave such that the Study/Research Leave cannot be completed, the Member shall go on Sick Leave and the provisions of Article 22: Study/Research Leave for Faculty and Article 29: Study/Research Leave and Development Leave for Librarians shall cease to apply. If 50% or more of the Study/Research Leave is unable to be completed, the Faculty Member or Librarian may apply to the Dean or University Librarian for deferral of the Leave;
 - d) for Veterinarian Members who become ill or injured while on Consultative Leave, part c) above shall apply mutatis mutandis.
- 47.5 To ensure a timely application and consideration for Long Term Disability benefits, the person to whom the Member reports will inform Human Resources (Occupational Health and Wellness) as soon as possible of the absence due to illness or injury.

Workplace Safety and Insurance Board (WSIB) Benefits

- 47.6 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first

ninety (90) consecutive calendar days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after ninety (90) days, the Member shall receive benefits directly from the WSIB.

- 47.7 A Contractually Limited Member who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first fifteen (15) days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after fifteen (15) days, he/she shall receive benefits directly from the WSIB.

Long Term Disability (LTD)

- 47.8 If a Member's absence due to illness or injury continues beyond the ninety (90) consecutive Calendar days of Sick Leave, the Member may qualify for LTD only in accordance with and to the extent of the terms of the legislation and/or LTD benefits policy in effect.
- 47.9 When a Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment and is absent due to illness or injury beyond ninety (90) consecutive calendar days of Sick Leave but does not qualify for LTD, the Member will remain on Sick Leave following the ninety (90) consecutive calendar days, but without salary. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.10 For Contractually Limited Members, if eligible, LTD benefits will cease at five (5) years. If the end of the contract has been exceeded at the time LTD benefits cease, the Member will be deemed terminated.
- 47.11 During the period of LTD, the University shall pay the employer and employee contributions for all benefits except optional benefits. Pension contributions and basic life insurance premium contributions are based on the Member's pre-disability salary.
- 47.12 During periods of LTD, there will be no service accrual toward eligibility for Study/Research Leave, Consultative Leave or Transition Leave.

Return to Work

- 47.13 In all cases, the return-to-work program shall be consistent with the Parties' duty to accommodate in accordance with the *Ontario Human Rights Code*.
- 47.14 Before a return to work following an absence of more than fourteen (14) calendar days due to illness or injury, or where the University has reason to believe that the Member may require accommodation, the University may require documentation stating that the Member is able to return to work without restrictions or that he/she is able to return to work, with the nature and duration of any work restrictions described.
- 47.15 If a Member is to return to work with restrictions, the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall contact Occupational Health and Wellness before the Member's return to work to meet and discuss any accommodations required for his/her return to work.

Article 48 – Family Medical Leave and Personal Emergency Leave

Family Medical Leave

Purpose

48.1 Family Medical Leave may be taken to provide care or support to family members to whom a qualified health practitioner has issued a certificate indicating that he/she has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

Process for Approval

48.2 Members requiring Family Medical Leave shall notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible, providing the certificate (per Article 48.1) issued by a qualified health practitioner.

48.3 A family medical leave may last up to eight (8) weeks within a specified twenty-six (26) week period and does not have to be taken consecutively. Such Leave will be with pay.

Personal Emergency Leave

Process for Approval

48.4 The Dean, University Librarian, or in the case of Veterinarians, Director shall determine the appropriate duration of the Leave, to a maximum of ten (10) days, after consultation with the Member. Such Leave will be with pay.

48.5 A Member is entitled to a maximum of ten (10) days of Personal Emergency Leave. Personal Emergency Leave may be taken for such grounds as injury, medical emergency, death, illness, or other urgent matters relating to family members (per Article 48.4). The Member shall inform the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible of the need to take such leave. A Member may, subject to written approval by the Dean, University Librarian, or in the case of Veterinarians, Director, receive pay during such leave under the terms of this Article.

Article 49 - Court Leave

- 49.1 Members who are called for jury duty, or issued a summons by a court or any body in Canada with powers of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible after its receipt, and shall supply the Dean, University Librarian, or in the case of Veterinarians, Director, or designate, with a copy of the summons.
- 49.2 Leave shall be considered leave with pay provided that the Member is not currently on a Leave of Absence without salary and that upon return he/she provides the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, verification from the court or other body stating the period of jury duty or subpoenaed service.
- 49.3 This Article does not apply to Members summoned to any Arbitration proceeding between the University and the Association.

Article 50 - Political Leave

- 50.1 A Member who becomes a candidate for full-time public office shall be granted, upon request, a paid temporary Political Leave for the period from the issuance of the election writ to the day following the election. The Member shall, in consultation with the person to whom he/she reports, make efforts to ensure that, during the period of the Leave, the effects of his/her absence upon responsibilities and assigned duties may be minimized.
- 50.2 A Member campaigning for election to public office shall speak and write as a private citizen and not as a representative of the University.
- 50.3 A Member applying for leave under this Article shall give reasonable notice of his/her intention to stand for public office to the Dean, University Librarian or, in the case of Veterinarians, Director.
- 50.4 A Tenured or Continuing Appointment Member who is elected to full-time public office shall be granted leave without salary and benefits for the duration of the term of public office. While the Member is on Leave without pay, the University will not contribute towards the costs of benefits, including pension. The Member may elect to pay the cost of benefits and/or pension contributions during the period of the Leave.
- 50.5 The leave under Article 50.4 shall end when the Member's first public office term expires or if the Member successfully seeks subsequent terms of office. Any extension of leave beyond five (5) full years will be at the discretion of the Provost.
- 50.6 The Member upon making a request to the Dean, or University Librarian or in the case of Veterinarians, Director, returning to the workplace no later than two (2) weeks following the expiry of the Leave, shall be reinstated to his/her previous Appointment.

Article 51 - Research Policies

Human Subjects

- 51.1 The Parties agree that *Tri-Council Policy Statements (TCPS)* and other legislated requirements shall be the sole basis for any new or revised policy, procedure, or regulation for research involving human subjects.
- 51.2 Following a decision of the Research Ethics Board Appeal Committee, a Member has the right to grieve. The Grievance will only be heard if it is based on a complaint of procedural defect or irregularity in the process that led to the decision.

Animal Care Policy

- 51.3 The Parties agree that the appropriate care of, and respect for, the animals involved in research, teaching, and extension activities is central to the *University Animal Care Policy and Procedures*, as may be revised from time to time.
- 51.4 The Parties agree that the *University Animal Care Policy and Procedures*, 2006, as amended from time to time, is intended for application within the context of academic freedom.
- 51.5 Decisions of Animal Care Committees may be appealed through Article 40: Grievance and Arbitration. The Grievance will only be heard if it is based on a complaint of procedural defect or irregularity in the process which led to the decision.
- 51.6 It is agreed that before any changes are made to the *University Animal Care Policy and Procedures*, the Association will be notified and meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

Article 52 - Intellectual Property

Preamble

- 52.1 The Association and the University recognize that the common good of society is served by the unfettered search for knowledge in all fields of study, and by its public exposition.
- 52.2 The University and the Association are committed to preserving the principles of academic and intellectual freedom and ensuring that all Creators of Intellectual Property have their rights protected.
- 52.3 The fundamental principle of the University's policy with respect to ownership is that Intellectual Property is owned by the Faculty Members, Librarians, Veterinarians, staff and student Creator(s) who create it, subject only to the specific exceptions set out in this Article (i.e., 52.9.3 and 52.10.2).
- 52.4 The development of Intellectual Property rights is not a basic purpose of University Activities, including research, nor is it a condition for support of such activities. The University agrees that UGFA Members will have no obligation to seek Intellectual Property rights for the results of University Activities, or to modify research to enhance such rights. Members may have an opportunity to engage in commercial exploitation of his/her Intellectual Property, but no Members will be obliged to engage in commercial exploitation of his or her scholarly work or to provide commercial justification for it, except as agreed to by the Member in any grant application, award, or Contract.
- 52.5 Issues relating to disputed ownership of Intellectual Property, the transfer of rights relating to Intellectual Property (including licensing), and the allocation of any revenue from Intellectual Property, will be decided in a fair and equitable manner.
- 52.6 **Definitions**
- 52.6.1 "Creator" means the person or persons who creates, conceives, designs, discovers, develops, or authors Intellectual Property.
- 52.6.2 "Extraordinary Support" means University funds, personnel, facilities, equipment, and other resources that are provided to a Member to a degree that is significantly in excess of that available to all Members. Extraordinary Support does not include University support in the form of the Member's regular salary, stipends, allowances, benefits, paid or unpaid leaves or reassigned time, personnel, facilities, equipment, and other resources regularly funded by the activities of the Member's department, the normal use of University's library and computer facilities, and the University support accessible in connection with normal duties or academic instructional programs involving the Member. Such "Extraordinary Support" will be recognized by all parties through the signing of a Contract before such support is provided.
- 52.6.3 "Intellectual Property" means any result of intellectual or artistic activity including:
- 52.6.3.1 inventions, arts, processes, machines, manufacturers, compositions of matter and improvements, and Works;
- 52.6.3.2 proprietary information, trade secrets, and know-how;

52.6.3.3 industrial designs, artistic designs;

52.6.3.4 tangible research property including integrated circuit topography, biotechnology and genetic engineering products (including plant cultivars and germ plasm), engineering drawings, engineering prototypes and other property that can be physically distributed whether or not any such property is registrable or registered, or the subject of applications for registration, and all other products of research or discovery that are protected by law, including by a statutory regime, or which may be licensable.

52.6.4 “Moral Rights” means the Canadian statutory rights of an author of a Work in which copyright subsists to be associated with the Work and to prevent the distortion, mutilation, or modification of the Work to the prejudice of the honour and reputation of the author.

52.6.5 “University Activities” means activities that are carried out by Members, staff, and students in the course of their employment or association with the University, or using University funds, facilities, equipment, or other resources.

52.6.6 “Contract” means a written agreement between a Member and the University or the Member and any Person or the University and any Person, including the terms of any award or grant, including the OMAFRA Agreement.

52.6.7 “Person” means any individual, firm, corporation, or other legal entity not a party to this Agreement.

52.6.8 “Copyright” means the sole right to produce or reproduce a Work or a substantial part of it in any form.

52.6.9 “Work” means 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);

Right to Publish

52.7.1 The University is an open environment for the pursuit of scholarly work. Academic freedom and critical inquiry implies the communication of the findings and results of intellectual investigation. The University shall not interfere with a Member’s freedom to publish the results of scholarly inquiry and research, except for limitations imposed by duly constituted university research ethics boards, or in accordance with the terms of an

agreement of confidentiality, Contract, or conditions under which a grant is accepted by a Member.

52.7.2 The Parties agree that where an external sponsor wishes to delay publication of work received under a Contract with the sponsor, in no case shall publication be delayed longer than twelve (12) months from the date of submission of the final work to the sponsor. In exceptional cases, and with the agreement of the Member and the Vice-President (Research), this may be extended for a further twelve (12) months, to a total of twenty-four (24) months.

52.7.3 Members have the right to accept grants and Contracts that do not necessarily result in publication.

Right to Disclose Risks

52.8 Members have the absolute right to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research. Members shall disclose this information to the University and any pertinent regulator prior to, or simultaneously with, the public disclosure. It is expected that a Member will not sign a confidentiality agreement contrary to this Right.

Copyright

52.9.1 Copyright applies to all original literary, dramatic, artistic, and musical works as well as sound recordings, performer's performances, and communication signals.

52.9.2 All Copyright belongs to the Member or Members who create the Work even if it is produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:

- a) there is a written Contract to the contrary, between the Member(s) and the University, or between the Member(s) and the University and a third party that assigns the ownership rights of the copyright material to the University or the third party;
- b) the University provides "Extraordinary Support". In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenues deriving from the copyright material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year. All agreements between a Member or Members and the University pursuant to this paragraph shall be in writing and shall be copied to the Association.

52.9.3 No Contract or written agreement between the University and a Member shall contain a clause waiving moral rights.

52.9.4 In the event that a Work is the creation of more than one Member, the provisions of this article shall apply on a pro rata basis to all the creators of the work, unless a written agreement among the Members or Contract states otherwise.

- 52.9.5 In the event that the University or assignee relinquishes its rights in any Work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 52.9.6 The University agrees that all rights in the copyright to lectures and other Works (per 52.9.2) prepared by and/or delivered by a Member in association with his/her teaching assignments(s) shall vest in the Member.
- 52.9.7 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 materials 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 materials produced and designed to assist in the day-to-day administration, operation, and/or management of the University's affairs.
- 52.9.8 Where copyright has been assigned to the University by a Member(s), the University shall inform the Association and the creators, in writing, of any agreements the University enters into purporting to assign copyright materials to any Party except that Member(s).
- 52.9.9 A Member who creates a copyrighted Work in the course of his/her normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable license to use such Works in other, non-commercial teaching and/or scholarly, research or creative activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication. This license shall not apply to a Member's personal documents, including unpublished lecture notes, course notes, lab notes or any Work in progress. The Member may withdraw the right to use such Work because of dating or other bona fide scholarly reasons provided that the Member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

Patents and Trademarks

- 52.10.1 The discovery of patentable inventions and the creation of associated or individual trademarks is not a basic purpose of university research, nor is it a condition for support of such research. The University agrees that the Member shall have no obligation to seek patent or trademark protection for the results of scientific activity or to modify research to enhance patentability. When a Member has an invention, process, or product which he/she believes has a reasonable prospect of being protected and intends to take steps to do so, he/she is obliged to disclose this, in writing, to the University. The University further agrees that the Member has the unqualified right to publish his or her inventions, processes, or products. This article applies to any result of intellectual or artistic activity created by a Member or Members that can be owned by a person, excluding know-how, data, and Work to which copyright alone attaches.
- 52.10.2 All inventions, processes and products belong to the Member or Members who create them even if they are produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:
- a) there is a written Contract to the contrary between the Member(s) and the University (e.g., with respect to the OMAFRA Agreement), which obliges the ownership rights to be assigned to the University or another party;

- b) the University provides “Extraordinary Support”. In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenue deriving from the patentable or trademarked material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year.

52.10.3 A Member shall disclose potential intellectual property as soon as reasonably possible and prior to filing a patent or trademark application whether it refers to an invention, process, improvement, design, or development made with the support of the University. At that time, the Member shall disclose any Contract that may be relevant to the development of the Intellectual Property and shall assert at that time the identity of the Creators and owners of the Intellectual Property. If the University fails to challenge in writing the assertion of the Member within three (3) months of the receipt of notification of the above noted disclosures and assertions, 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 as described in this section shall maintain the University's rights until such notification. The burden of establishing the amount of Extraordinary Support incurred by the University shall lie with the University.

52.10.4 A Member may, at his/her sole discretion, make his/her own arrangements for an application for patent or trademark and for the commercial exploitation of any invention, improvement, design or development so patented or trademarked, at his/her sole expense.

52.10.5 A Member may, at his/her sole discretion, enter into a Contract with the University to use the services of the Research Innovation Office. The University and Member will come to an agreement on the cost-sharing plan for patent or trademark and potential commercial exploitation.

52.10.5.1 Members have the right to invoke the Dispute Resolution Process where the Member believes that the University has failed to bring appropriate skill and effort to bear on the exploitation over a period of time.

52.10.6 The Member shall grant to the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use solely for the University's internal use any patented / trademarked invention, process, improvement, design, or development when such was made, discovered, or developed using University facilities, support personnel, support services, equipment or materials. Such right shall not include the right to exploit commercially any such invention, process, improvement, design or development, or to licence anyone to do so, except as allowed in this Article.

52.10.7 Any revenue that the University may receive under the terms of this Article shall be dedicated to research and other forms of scholarly activity, and the Association shall receive notice of same.

52.10.7.1 In the event that an invention, process, improvement, design, or development is the creation of more than one Member, the provisions of this article apply on a pro rata basis to all Members who created the invention, process,

improvement, design or development unless a written agreement or Contract states otherwise.

52.10.8 In the event that the University or assignee relinquishes his or her rights in any work, all Intellectual Property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

Written Agreements or Contracts

- 52.11 On or before March 31 of each year of this Collective Agreement, the University will provide to the Association a list of every Contract, including those covered by the OMAFRA University of Guelph Agreement (Schedule N), and for each agreement the names of Members and any third parties, and the share of cost and proceeds.
- 52.12 When the University and a Member(s) seek to enter into an agreement or Contract, the agreement or Contract must contain explicit information and undertakings with respect to the following:
- a) the identities of those entering into the agreement;
 - b) any support and/or resources that are being provided, beyond those normally available to Member(s);
 - c) the deadlines agreed to by the Parties;
 - d) the Member(s) responsible for the creation of the Work shall retain the exclusive right to rework, revise, or amend any Work, and to be fairly compensated;
 - e) provision with respect to the right of others at the University to make reproductions of the Work to use in teaching, scholarship, and research;
 - f) the duration of the agreement and the process for its revision;
 - g) provision for the disposition of materials produced under the agreement if the agreement is not renewed.
- 52.13 Subject to 52.10.2, the University shall not enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the Intellectual Property rights of a Member, unless the Member agrees in writing.
- 52.14 Any Member entering into a collaboration with another Member together with other employees of the University, or with a person or persons external to the University, will, prior to the commencement of the collaboration, inform all collaborators that, where there is no written agreement to the contrary, the provisions of this Article will apply.
- 52.15 The name "University of Guelph" and abbreviations thereof, and the logos of the University of Guelph and their component parts, are trademarks and service marks of the University and are owned by the University. Members will take all reasonable and practicable steps to ensure that the name of the University and such other trade-marks and service marks are not used in connection with Intellectual Property without the prior written agreement of the University. No statement made by a Member with respect to Intellectual Property may, in any way, imply approval, promotion, or use of such Intellectual Property by the University without the prior written agreement of the University. Notwithstanding the foregoing, nothing shall prevent a Member from stating his/her employment, rank and title in connection with Intellectual Property.

52.16 This Article does not affect the ownership, revenue or other rights and obligations of the University, the Association, and Members with respect to Intellectual Property that is the subject of any Contract dated, or any disclosure to the University made, prior to March 31, 2009.

Dispute Resolution

52.16.1 Every effort shall be made by all parties acting in good faith to resolve disputes at the lowest level possible. If the dispute is resolved through such means, the settlement shall be reduced to writing and a copy provided to the Faculty Association.

52.16.2 If Agreement cannot be reached, the Member may bring the matter before the Association to consider the filing of a grievance as per Article 40: Grievance and Arbitration.

52.16.3 In the event that the Canadian Copyright Act or Patent Act or other similar intellectual property legislation is amended to the extent that this Article requires revision, the parties shall re-open the negotiation of this Article.

Article 53 - Compensation

53.1 Compensation rates for Study/Research Leave for Faculty, Study/Research Leave and Development Leaves for Librarians, and Consultative Leave for Veterinarians shall be at 100% salary.

Salary General

53.2 The University shall not offer and a Member shall not receive any compensation except as provided for in this Agreement. No Member's salary shall be reduced as a result of the application of this Agreement.

53.3 Salaries shall be adjusted as specified in this Article, and the adjusted salaries shall take effect as of July 1, unless otherwise specified in this Article. Salary adjustments for individual Members shall include one or more of the following components applied in the following order:

- a) Cost of Living Increase;
- b) Promotion Increase, if any, applied to base salary;
- c) Annual Career Increment;
- d) Performance Increase, if any, applied to salary.

53.4 A Member's starting salary shall be established on an individual basis through negotiation between the University and the Candidate. All offers shall be sent to Candidates in a standard Appointment letter as per Article 19: Faculty Appointments, Article 26: Librarian Appointments, Article 32: Appointments for Veterinarians. Candidates will be provided the contact information for the Association prior to signing of an agreement. With the exception of Article 53.4.1 (below), no Member shall be paid a salary below the floor for his/her rank.

53.4.1 The parties recognize that the appropriate prorating of a salary in accordance with an approved reduction in workload may result in a salary below the floors set out in Articles 53.5 and 53.6.

53.5 The Salary Floor for Faculty and Veterinarian Members shall be:

Rank	2017/2018	2018/2019	2019/2020	2020/2021
Professor or Veterinarian	\$99,918	\$101,417	\$102,939	\$104,484
Associate Professor or Associate Veterinarian	\$91,768	\$93,145	\$94,543	\$95,962
Assistant Professor or Assistant Veterinarian	\$86,789	\$88,091	\$89,413	\$90,755

53.6 The Salary Floor for Librarian Members shall be:

Rank	2017/2018	2018/2019	2019/2020	2020/2021
Librarian	\$84,221	\$85,485	\$86,768	\$88,070
Associate Librarian	\$75,249	\$76,378	\$77,524	\$78,687
Assistant Librarian	\$69,768	\$70,815	\$71,878	\$72,957

Base Increases - Cost of Living Increase

53.7 Prior to the application of any salary increase (including Annual Career Increments and any applicable Performance Increase), the base salary of each Member will be increased effective the dates set out below:

July 1, 2017: 1.25%
July 1, 2018: 1.50%
July 1, 2019: 1.50%
July 1, 2020: 1.50%

53.8 Faculty, Librarian, and Veterinarian Members' base salaries as at June 30, 2017 shall be used as the starting point for the application of the salary increases set out above.

Annual Career Increment

53.9 Subject to Article 53.10 below, the base salary of each Member shall be increased as follows:

July 1, 2017: \$2,550
July 1, 2018: \$2,550
July 1, 2019: \$2,550
July 1, 2020: \$2,650

53.10 Where a Member has been given a performance rating of "Unsatisfactory", the Provost may, after having given due consideration to mitigating circumstances, and following any appeal provided for under Articles 21, 28, or 34, withhold, in whole or in part, the Annual Career Increment provided for in Article 53.9. The decision of the Provost is subject to the Grievance procedure.

53.10.1 If in the off-year assessment by the Tenure and Promotion Committees, the recommendation arising is that the Member has made satisfactory progress regarding the areas of concern identified by the College Committee in the biennial performance assessment, and the Provost accepts the recommendation, the Member shall receive his/her ACI for that year. Should the Provost not accept the recommendation, written reasons shall be provided.

Performance Increments

53.11 A performance-based recognition fund will be established and shall be awarded as one-time lump sums on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020 respectively on the basis of performance evaluations for each Faculty, Librarian, and Veterinarian Member as

follows: The performance increment pool shall be established by multiplying the applicable value (below) by the total number of all Members on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020, respectively.

July 1, 2017: \$800

July 1, 2018: \$900

July 1, 2019: \$1,000

July 1, 2020: \$1,100

- 53.12 The performance fund pool shall be divided among Faculty, Librarian, and Veterinarian Members whose performance rating is “Very Good” or “Outstanding” as follows:
- a) Members whose performance rating is “Very Good” shall be assigned a score of “1.0 point”;
 - b) Members whose performance rating is “Outstanding” shall be assigned a score of “2.0 point”;
 - c) the scores of all Members shall be added to determine the total of performance rating points;
 - e) each Member whose performance has been rated as “Very Good” shall receive a salary adjustment in the form of an increment equal to the value of one performance rating point in each year;
 - f) each Member whose performance has been rated as “Outstanding” shall receive a salary adjustment in the form of an increment equal to the value of two performance rating points.
- 53.13 All Members shall receive written reasons that set out the basis upon which their performance has been judged in accordance with Article 21: Tenure, Promotion, and Review for Faculty Members, or Article 28: Continuing Appointment, Promotion and Review for Librarians, or Article 34: Continuing Appointment, Promotion and Review for Veterinarian Members.
- 53.14 For the purpose of awarding performance increments, Faculty, Librarians, and Veterinarian Members will be provided a rating of either “Unsatisfactory,” “Improvement Required/Developmental,” “Good,” “Very Good,” or “Outstanding,” and shall not be ranked within these performance categories.
- 53.15 Performance increments shall be awarded by the Dean, University Librarian, or, in the case of Veterinarians, Director, consistent with the procedures for Performance Review of Members in Article 21: Tenure, Promotion, and Review for Faculty Members, or Article 28: Continuing Appointment, Promotion and Review for Librarians, or Article 34: Continuing Appointment, Promotion and Review for Veterinarian Members.

Promotion

- 53.16 Faculty, Librarian, and Veterinarian Members promoted to the rank of Associate Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$2,400 and the difference between the Member’s current salary and the new salary floor for the rank into which he/she is being promoted. Faculty, Librarian, and Veterinarian Members promoted to the rank of Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$4,000 and the difference between the Member’s

current salary and the new salary floor for the rank into which he/she is being promoted. Promotion increases shall be awarded in addition to the Member's normal ACI and Performance Increment.

Provost Recruitment and Retention

- 53.17 a) Where a Faculty Member provides the University with a written offer of employment from another educational institution that provides for a salary in excess of his or her current salary, the Provost has the discretion to match the salary being offered to the Faculty Member.
- b) The Association will be informed of the University's decision.

Research Chairs

- 53.18 A Research Chair is an academic Appointment that is funded from internally or externally designated funds. Funds designated and restricted for this purpose could include those from government, public, private, or endowed funds. Research Chairs include, but are not limited to, Canada Research Chairs, and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).
- 53.19 Any process to award an internally funded Research Chair shall be fair and transparent.
- 53.20 Chairholders shall normally be appointed at salaries comparable to those of other faculty with similar qualifications and experience. Research Chair appointment letters shall be copied to the Association.
- 53.21 To be competitive in recruiting and retaining top scholars, and to recognize the distinction of holding a chair, Chairholders may be eligible for a Research Chair Supplement for as long as they hold the Chair. The value of the annual Supplement shall be established at the time of appointment.
- 53.22 This Supplement shall not form part of the base salary, meaning that when the Member ceases to be a Chairholder the Member will no longer be eligible to receive the Supplement.

Overload Stipend

- 53.23 Faculty Members teaching overload courses shall receive a stipend of \$8,000 for each course taught that is considered a full course weighting in the Academic Unit in which the teaching is assigned. Overload courses are those that are assigned above the Teaching DOE in place for the Faculty Member. No overload courses will be assigned without approval of the Dean, and a Member may teach a maximum of one Overload course per academic year.

Remuneration of Chairs/Directors and Librarian Administrative Appointments

- 53.24 A Faculty Member who is a Department Chair or Director of a School shall receive an annual stipend. The amount of the Stipend shall be a minimum of \$12,000 for his/her first term as Chair, and a minimum of \$14,000 for his/her second term as Chair. The actual stipend amount shall be determined by negotiation between the Faculty Member and the Dean at the time of appointment to the position of Chair.
- 53.25 A Librarian holding an Administrative Appointment shall receive an annual stipend. For all Librarians who hold an Administrative Appointment, or subsequently assume an Administrative Appointment during the term of this Agreement, the amount of the stipend shall be a minimum of:

Level I: \$5,500 with a minimum of \$7,500 for his/her second term
Level II: \$7,500 with a minimum of \$9,500 for his/her second term
Level III: \$10,500 with a minimum of \$12,500 for his/her second term

The actual stipend amount shall be determined by negotiation between the Librarian and the University Librarian at the time of appointment to the administrative position.

On-Call and Emergency

- 53.26 A Veterinarian or Faculty Member who is required by the University to be on call for the provision of emergency services in the OVC-HSC or AHL shall be remunerated at the rate of \$50 per day.
- 53.27 Veterinarian Members in the OVC-HSC and Faculty Members who are required by the University to provide emergency services outside of their regular hours shall be remunerated at a rate per hour for providing service as follows:
- a) In-house services (Large Animal Clinic): \$250/hour
 - b) In-house services (Large Animal Clinic, production animals): \$150/hour
 - c) In-house services (Small Animal Clinic): \$300/hour
 - d) Field Service: \$150/hour.
- 53.28 Veterinarian Members in the AHL who are required by the University to provide emergency services outside of their regular hours shall be remunerated at \$150/hour spent directly involved in providing the service.

Benefits

- 53.29 All existing benefit plans available to eligible Members as at June 30, 2017 shall continue unchanged, except as modified by this Agreement.
- 53.30 Other plans or programs, such as, but not limited to, Employee Assistance Program, Athletic Fee Subsidy, etc. shall continue unchanged, except as modified by this Agreement.
- 53.31 For purposes of the Extended Health and Dental benefits, "spouse" means the Member's spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with, and has been living with, the Member in a conjugal relationship.
- 53.32 Members who continue to hold Tenure-track/Continuing Appointment-track or Tenured/Continuing or Contractually Limited Appointments beyond their normal retirement date are entitled to receive the same benefits coverage as they held at their normal retirement date.
- 53.33 Notwithstanding the provisions of 53.29 of this Article, Long Term Disability benefits and Life Insurance end at a Member's normal retirement date.

Post-Retirement Benefits

- 53.34 Members who are employed on or after July 1, 2008 are eligible for post-retirement benefits if they have at least ten (10) years of pensionable service with the University.

Tuition Waiver

53.35 Tuition assistance will be available to all full- and part-time tenured/continuing appointment and tenure-track/continuing appointment-track Members. A maximum of two course credits offered by the University of Guelph will be eligible per semester, with a maximum of 4.0 courses per calendar year. In addition, currently employed Members will be eligible for tuition rebates of 90% of the tuition fees for off campus courses up to a maximum of \$1,200 per year.

53.35.1 Under this plan, the taking of credit or non-credit courses at the University or the taking of off campus courses, must complement Member's present or possible future responsibilities to the University or career path. The tuition waiver assistance will require approval of the Dean (for Faculty Members and Veterinarians in the OVC-HSC and OAC), the University Librarian (for Librarians), and the AVPR (for Veterinarians in the AHL).

Professional Development Reimbursement (PDR)

53.36 Each eligible Member may claim reimbursement of eligible expenses up to a value of:

July 1, 2017: \$2,000
July 1, 2018: \$2,050
July 1, 2019: \$2,100
July 1, 2020: \$2,150

53.37 The pool of monies for allocation for PDR for a particular year (May 1st to April 30th), will be taken as of September 15th. To be eligible for PDR, a Member must hold a:

- a) Tenure-track/continuing appointment-track or tenured/continuing appointment position;
or
- b) Contractually limited appointment of one year or more.

53.38 For Contractually Limited Members and all other Members who are on an approved reduced workload NOT related to medical or human rights reasons, PDR shall be pro-rated in accordance with the Member's percentage workload.

53.39 For newly appointed Members hired after September 15th, a pro-rated amount calculated as: (Months remaining to April 30th from Date of Hire/12) x (Annual PDR Allocation) shall be made for the initial PDR fund allotted.

53.40 Members who are retiring or resigning shall receive in their year of retirement a pro-rated amount calculated as: (Number of months worked in final PDR year/12 x Annual PDR Allocation).

General Terms and Procedures:

53.41 PDR funds will be distributed to Members as per the terms of this Article.

53.42 Each eligible Member is allotted the sum (effective May 1 of each year for the duration of the Agreement) for Professional Development Reimbursement per fiscal year (May 1 to April 30). Reimbursement charged to this allotment must be for actual expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. The use of these funds must relate directly to the Member's teaching, scholarship, service, or professional practice activities under his/her general University responsibilities.

- 53.43 The exception to this is that one annual transfer to trust/research accounts will be permitted; however, the transfer must be for allowable expenses according to the current policy and a transfer must specify the items for which the funds have been expended.
- 53.44 Items purchased with these funds that have a continuing value remain the property of the University.
- 53.45 Items for which reimbursement may be claimed are restricted to the following:
- a) Books, Journal subscriptions;
 - b) Research equipment and instruments (including computer software or maintenance, personal computers and ancillary equipment, and typewriter or computer repairs and maintenance.);
 - c) Tuition/training fees which are related to the professional discipline of the Member;
 - d) Memberships in professional associations or learned societies;
 - e) Conference registration fees and travel;
 - f) The premium cost of property insurance (such as that offered by CAUT) to protect professional material and equipment.;
 - g) The purchase cost of personal computers and ancillary equipment needed in the pursuit of University related professional activities;
 - h) Up to \$100 may be used as a flexible allowance for out-of-pocket expenses associated with University recreational facilities. (If used, this reimbursement is considered a taxable benefit by Canada Revenue Agency.)
 - i) the cost of home internet provider services as an eligible expense subject to Canada Revenue Agency (CRA) regulations.

Timing and payment of PDR:

- 53.46 Due to administrative costs it is hoped that Members would, whenever possible, submit one claim for the PDR, but no more than 2 claims per fiscal year. Other variations regarding timing and payment of PDR include the following:
- a) Unused PDR up to a maximum of two year's full PDR may be carried forward to the next year so that a maximum of three year's PDR be available at any one time. At the start of any fiscal year (May 1), any unused PDR exceeding the two-year maximum will be allocated to the Library's acquisition budget.
 - b) Each eligible Member may submit up to two claims for reimbursement within a fiscal year (May 1 to April 30) up to the maximum PDR, subject to the maximum carry-over provision. Such claims must be for actual University-related business expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. Where eligible actual expenses exceed the PDR allocation in any fiscal year, individual Members may submit the residual expense amount consistent with established University reimbursement procedures in only the following fiscal year.
 - c) Single purchase expenses (i.e., one time out-of-pocket equipment or similar large expenses that exceed the annual PDR) may be carried forward for a maximum of three

years for reimbursement. (Departments will maintain appropriate carry-forward records/receipts.)

- d) Two or more Members may submit a combined application for reimbursement, provided the specific uses of the funds are covered by this policy. Such a submission may be up to a maximum of $N \times \$PDR$ (N = the number of submitters)
- e) Subject to the approval of the appropriate Department Chair, Supervisor, or Director, Members may transfer to a colleague his/her entitlement for a particular year. Such a transfer must be based on the agreement that it will be reversed within a three-year period.

Pension

53.47 Plan text amendments (except those required by legislation) for the Professional Pension Plan that would modify the benefit levels for the plan for Members shall require the written agreement of UGFA.

Member Contributions

53.48 Schedule of Rate Changes

The Parties agree that the maximum contribution rates of Members shall be adjusted as follows:

Date	Below YMPE	Above YMPE
July 1, 2017*	7.78%	9.48%
July 1, 2018	8.18 %	9.88%
July 1, 2019	8.58%	10.28%
July 1, 2020	8.99%	10.69%
*current rates		

53.48.1 The rates listed above are established as maximum Member contribution rates under this Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the Member rates. Precise determination of any adjustments to Member contribution rates will be made on the advice of the Plan Actuary with due consideration being given to the importance of recognizing earnings below and above the YMPE and any applicable legislative requirements. Member Rates will be approved by the Board of Governors Pension Committee through normal processes to change the Professional Plan's text necessary to reflect the new Member Rates.

53.48.2 Subject to the terms of the Letter of Understanding 10 (Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members), the Parties agree in principle to pursue a negotiated framework for the sharing of Normal Actuarial Cost of Professional Pension Plan through collective bargaining. Under this framework, should the most current valuation report filed on prior to July 1 of each year show an increase in the University's Normal Actuarial Cost to a level above 100% of the Member contribution rates specified above, the University will meet with the Joint Working

Committee on Pensions (constituted under LOU 10) to review the applicable valuation results, including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the Plan's actuary who certifies the new Normal Actuarial Cost requirements in respect of the UGFA Members, including a summary of the underlying UGFA membership data used to prepare the valuation results and all other relevant data reasonably required to make such determination.

53.48.3 Pending such certification of results by the Actuary, and the approval by the Board Pension Committee as described under 53.46.1, Member contribution rates will increase sufficient to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of member contributions at the time of the valuation. Under this calculation, Member contributions will be subject to a maximum increase of up to 0.4%, to be implemented effective July 1, 2018 and July 1, 2019, and a maximum increase of up to 0.41% to be implemented effective July 1, 2020.

Early Retirement Provisions

Phased Retirement for Tenured or Continuing Appointment Members

53.49 With the elimination of mandatory retirement and the desire to provide for position planning, the University has options that will create the opportunity to determine dates for voluntary retirements or resignations. This applies to Tenured Faculty, Librarians and Veterinarians with a Continuing Appointment.

53.50 Definitions:

- a) Normal Retirement: Under University pension plans, the normal retirement date is age 65(eligible for unreduced pension). An individual Member may choose to retire on either the first of the month following the month in which the individual turns 65 or the end of the semester in which the Member turns 65;
- b) Early Retirement: Members may be able to prior to the Normal Retirement age subject to the provisions of the University's pension plans.
- c) Postponed Retirement: is a retirement date effective after a Member's normal retirement date. Members postponing retirement will be expected to carry out the normal range of duties and responsibilities until they retire;
- d) Phased Retirement: Members may be able to commit to a period of Reduced Workload in accordance with Article 54: Reduced Workload, after which period of time they would retire or resign.

Phased Retirement Option

53.51 This is available to Members who hold full-time Tenured or Continuing Appointments (regardless of funding) who are between the ages of 55 and 67 (at the beginning of the period of Reduced Workload) and have completed ten (10) years or more of pensionable service at the University as at the date of application.

53.52 Under this option, a lump-sum payment is available equal to 75% of the nominal final salary at retirement plus a "phase-out" period (toward retirement) over a maximum of two (2) years. The retiring allowance would be payable at the end of the phase-in period.

- 53.53 During the phase-out period, the maximum workload in any year is 50% of a full-time appointment and the total workload over a two (2) year period may not exceed 75% of a full-time appointment in total (minimum workload in any one year is 25% of a normal full-time appointment). The actual salary during the phase-in period will be pro-rated on the basis of the percentage workload appointment in each year.
- 53.54 During the phase-out period it is expected that the Member would perform a range of duties as outlined in his/her DOE, agreed to prior to the approval of a phased retirement, with the department Chair and Dean or University Librarian.
- 53.55 There are no special provisions in the pension plans associated with this option and pension or termination benefits (from the pension plans) will be determined in accordance with the current plan provisions. The commitment to retire at the end of the phase-out period is irrevocable.
- 53.56 Benefits, normally available, for the phase-out period will be provided based on the nominal (100% workload) salary, except for Long Term Disability. Member's cost sharing contributions, where applicable, will be based on the Member's actual salary using normal cost-sharing rates. The University will fund the difference in contributions.
- 53.57 Long Term Disability and Life Insurance are not applicable after the Normal Retirement Date (age 65).

Approvals

- 53.58 Acceptance for the voluntary resignation/early retirement or phased retirement requests under the options outlined above is conditional upon ensuring operational and academic priorities can be achieved.

The application by the Member requires signed support from the Department Chair as applicable, and signature approval by the Dean or University Librarian, with final approval by the Provost.

- 53.59 A decision to approve or not to approve will not be subject to Grievance. Reasons for the denial will be provided to the Member in writing.

Plan Representation

- 53.60 The Employer agrees that one of the two Professional Pension Plan members of the Board of Governors Pensions Committee shall be nominated by the Association for appointment by the Board. Such UGFA Member must be a member of the Professional Pension plan. The other Professional Plan member representative shall be a non-UGFA Member.
- 53.61 The Employer agrees to provide to the UGFA all financial documents and filings (including full and preliminary valuations of the plan) related to the Professional Plan in a timely fashion.

Article 54 - Reduced Workload

Reduced Workload

- 54.1 This Article applies to Full-Time Members with the exception of those holding Contractually Limited Appointments.
- 54.2 A Reduced Workload Appointment is one in which the appointment of a Full-Time Member is reduced from the Member's normal workload to less than full-time, on a regular basis.
- 54.2.1 Normally, Members will be expected to retain their agreed-upon DOE. The criteria for Promotion and Tenure or Continuing Appointment shall be the same as for Members not on Reduced Workload Appointments.
- 54.3 A Member seeking a Reduced Workload Appointment shall apply to the Dean, University Librarian, or, in the case of Veterinarians, Director, for Reduced Workload. The Dean, University Librarian, or, in the case of Veterinarians, Director shall consider the application, taking into account the circumstances of the applicant, the academic and service responsibilities, and, if applicable, any other factors relevant to the application.
- 54.4 Reduced Workload appointments require agreement of the Member and the University. The University shall not unreasonably deny a request for a Reduced Workload Appointment.
- 54.5 Members will apply in writing, normally at least six (6) months before any Reduced Workload Appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances/events.
- 54.6 The letter of application for a Reduced Workload Appointment shall include:
- a) the proposed date of commencement and the proposed term for the requested period of Reduced Workload;
 - b) the percentage of the Member's normal workload that the Member is requesting to carry during the period;
 - c) terms or conditions that the Member wishes to have associated with the Reduced Workload, including terms or conditions respecting activities that would be reduced more than others, or respecting the distribution of workload obligations within the period of Reduced Workload; and
 - d) any other documentation the Member deems relevant to the application, including any supporting statements from the Member.
- 54.7 If the Member and the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, agree on the provisions of the proposed Reduced Workload Appointment, those provisions shall be confirmed in writing and signed by the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, and the Member. These provisions will include the period of Reduced Workload, the proportion of Reduced Workload to full-time responsibilities/duties during the period of Reduced Workload, extensions to probationary period, provisions for performance evaluation during and after the period of Reduced Workload, rate of accrual for Study/Research Leave, or Consultative Leave for Veterinarians, and benefits coverage.
- 54.8 An initial period of Reduced Workload shall run for part of, or all of, an academic year or for consecutive academic years up to three (3) years. An initial period may be followed by

additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in writing at least six (6) months in advance and shall be subject to the same review process followed in the initial application.

- 54.9 This proposed Reduced Workload Appointment shall be forwarded to the Provost for final review and approval on behalf of the University. Within twenty (20) days of receipt of the proposal for a Reduced/Workload Appointment, a decision will be made. Any decision by the Provost not to approve the proposal shall be accompanied by written reasons.
- 54.10 In the case of Tenure-track/Continuing Appointment-track Members, if a 50% reduction has occurred for two (2) years or longer, the maximum length of the probationary period for Tenure shall be extended by one year (from six (6) to seven (7) years).
- 54.11 The level of salary shall be pro-rated to reflect the proportion of the Reduced Workload to full-time responsibility.
- 54.12 Vacation and Sick leave entitlements shall be as per Articles 46 and 47, except that the level of salary shall be pro-rated as per 54.11.
- 54.13 The amounts of any salary increase shall occur on a pro rata basis as in Article 54.11. Any percentage increases in salary shall be applied to the Member's pro-rated salary.
- 54.14 Eligibility for, and participation in, all group insurance plans, legislated plans and pension plans shall continue as is, or as amended from time to time, but coverage shall be on a pro rata basis, where appropriate, as in 54.11, except as specified in 54.15.

Pension and Benefits

- 54.15 Subject to Canada Revenue Agency, for those Members who are age 55 and over, and with ten (10) or more years of full-time service when beginning a period of Reduced Workload of not less than 50%, contributions by the University and Member to group insurance plans and pension and benefits received as a result shall be on the basis of the deemed continuance of the full-time salary, except in the cases of short and long-term disability.
- 54.16 If a Member reaches age 55 during the period of Reduced Workload, benefits shall continue on a pro rata basis as in 54.14 for the balance of the Reduced Workload.

Miscellaneous

- 54.17 A Member with a Reduced Workload Appointment may request that he/she resume a normal workload prior to the end of the agreed Reduced Workload Appointment. Such requests shall be made in writing to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, normally at least six (6) months prior to the date on which the resumption is intended to be effective. If approved, any such resumption of normal workload shall normally be effective on July 1 or January 1.
- 54.18 Members who are on a Reduced Workload Appointment will be considered eligible to apply for Study/Research Leave or Consultative Leave for Veterinarians after six (6) years of service. Salary paid while on leave will be on a pro rata basis as per 54.11.
- 54.19 Members on Reduced Workload shall be eligible for consideration for reappointment, promotion and, where applicable, Tenure or Continuing Appointment.

Article 55 - Financial Exigency

55.1 The University and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount. No Member shall be terminated or otherwise penalized with respect to terms and conditions of employment or rights and privileges relating to employment for reasons of Financial Exigency except in accordance with this Article.

Definition

55.2 A state of Financial Exigency is an extraordinary situation occurring when substantial and recurring financial deficits threaten the survival of the University as a whole, or substantial financial losses have been projected by generally accepted accounting principles to persist for more than two (2) years and threaten the continued functioning of the University.

55.3 This Article is invoked only in the event of a declaration of Financial Exigency in which the layoff of Members is proposed as part of the resolution to the situation.

55.4 The closure, cessation, merger, or elimination, in full or in part, of an academic program, based on academic reasons, is not Financial Exigency.

Declaring a Financial Exigency

55.5 When the financial situation of the University is severe enough that a bona fide state of Financial Exigency requiring layoffs exists, the President shall give written notice to the Board of Governors and the Association. As of the date of such notice, no new Members or Academic Administrators may be appointed.

55.6 Within ten (10) days of the notice specified in 55.5, the Parties will establish a Financial Commission described in 55.7 below.

Financial Commission

55.7 The Financial Commission shall be comprised of five (5) members, two (2) chosen by the University, two (2) chosen by the Association and a Chair chosen by both the University and the Association. If the Parties cannot agree on the Chair, the Chief Justice of Ontario shall be asked to select the Chair.

55.8 The Financial Commission shall meet to consider the Financial Exigency as specified in the President's formal notice and to determine whether a Financial Exigency exists.

55.9 The onus of proof shall be on the University to establish to the satisfaction of the Financial Commission that a state of Financial Exigency exists within the meaning of this Article.

55.10 The Financial Commission shall establish their own procedures and shall inquire into and answer each of the following questions:

- a) whether the University's financial position constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) years and to constitute a problem sufficiently grave that the University's continuing functioning is endangered;
- b) whether, in view of the primacy of academic goals at the University, the reduction of Members and/or the reduction in salaries and benefits of Members is a reasonable type

of cost-saving and whether all means of achieving cost-saving in all other areas of the University's expenditures have been explored and utilized;

- c) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
- d) whether every effort has been made to secure further assistance from the Provincial Government;
- e) whether enrolment projections are consistent with the proposed academic staff complement;
- f) whether all reasonable means have been taken to reduce costs, such as Members' voluntary early retirement, voluntary resignation, or voluntary Reduced Workload;
- g) any other matters that it considers relevant to the proposed Financial Exigency.

55.11 The Financial Commission shall have access to any University documents, data, and records it considers relevant to its inquiries. The University shall cooperate with the Financial Commission in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Financial Commission whether a state of Financial Exigency exists within the meaning of this Article. The University shall provide a copy of such documentation to the Association at the same time it is provided to the Commission.

55.12 The Financial Commission shall conduct its inquiries, answering each of (a) to (f), as well as any other specific questions that arise under (g) above. Both the Association and the University shall make submissions to the Commission within (60) sixty days of the appointment of the Commission and the Commission shall report to the Parties within thirty (30) days after that. Such report shall be by receipted hand delivery.

55.13 If the Financial Commission finds that a state of Financial Exigency exists, its report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members.

55.14 The Board of Governors, through the President, has the responsibility for implementing actions arising out of the report of the Financial Commission.

55.15 It shall be open to both Parties, notwithstanding any provisions to the contrary in this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits or to reach other mutually acceptable emergency methods of reducing expenditures that could avert layoffs or decrease the number of layoffs.

55.16 When Financial Exigency has been confirmed, and no satisfactory provision can be made by the University for the continued employment of all Members, the President shall prepare a report that shall identify those Departments/Schools in which there are to be lay-offs. The plan shall be structured so that the University may continue to operate as far as possible in accordance with its mission and may propose across-the-board cuts, vertical cuts (involving Department/School closures), or some combination of across-the-board and vertical cuts.

55.17 The President shall present the report to the University Senate with a copy to the Association. Senate shall discuss the report, using its own procedures, and return it to the President within thirty (30) days, with comments and recommendations for revision. The President shall consider Senate's comments and recommendations as well as the comments and recommendations received, within the same thirty (30) day time frame, from the Association.

- 55.18 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the following lay-off order shall apply:
- a) all contractually-limited appointments;
 - b) Members holding tenure-track/continuing appointment-track appointments;
 - c) all other Members, in accordance with 55.19.a) below.
- 55.19 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the selection of persons to be laid off shall be on the basis of:
- a) quality of performance as determined in accordance with Article 21: Tenure, Promotion, and Review of Faculty; Article 28: Continuing Appointment, Promotion, and Review of Librarian Members; and Article 33: Continuing Appointment, Promotion and Review of Veterinarians.
 - b) where two persons are considered substantially equal in the application of the factors listed in a), then the decision shall be made on the basis of length of full-time employment as a Member.
- 55.20 The following will apply to Members who are selected for lay-off:
- a) the University shall either provide to the Member at least twelve (12) months working notice, in writing, or the Member's regular salary and benefits in lieu thereof, and
 - b) the University shall pay the Member severance pay at the rate of one (1) month's Regular Salary for each Academic Year of service, subject to a maximum of twenty-four (24) months and a minimum of six (6) months.
- 55.21 Any layoffs under this Article shall occur only to the extent necessary to alleviate the Financial Exigency.

Article 56 - No Strike or Lockout

No Strike or Lockout

56.1 There shall be no Strikes or Lockouts during the term of this Agreement. Strike and Lockout bear the meanings used in the *Ontario Labour Relations Act*, 1995 S.O. 1995, c.1, Sched.A.

Essential Services

56.2 The Parties agree that proper care of animals will be maintained by Members of the Association in the event of a legal Strike or Lockout. For purposes of this Article, animals include animals in research, teaching, testing, wildlife, and client-owned animals.

56.3 Within thirty (30) days of the signing of this Agreement, the University will identify a number of positions which it deems sufficient to provide for continuous proper care of animals and the maintenance of diagnostic services in the event of a legal Strike or Lockout. The Joint Committee will meet to finalize the list through the execution of a Memorandum of Agreement, and such Agreement shall be effective until such time as a new Collective Agreement is signed.

56.4 All persons so designated will be paid as per the Collective Agreement in effect immediately prior to the Strike or Lockout.

56.5 Only essential care duties will be assigned to designated Members.

Member Status

56.7 No Member shall be subject to disciplinary action solely for refusing to carry out the duties of an employee of the University who is on legal Strike, or of one who is prevented from performing duties by a Lockout.

56.8 The University shall not refuse to re-employ a Member solely as a consequence of exercising his/her right to strike as a result of a legal Strike declared by the Association, or as a consequence of a Lockout imposed by the University. There is no obligation on the University to extend a contract or re-employ if the term of a contract ended during a period of Strike or Lockout.

Article 57 – Research Ethics Appeal Board (REAB)

Mandate of the REAB

57.1 Advisory to the Provost, the REAB hears appeals of decisions of the Research Ethics Board and only when, in the opinion of the appellant, all other avenues of resolve have already been exhausted. The REAB has no jurisdiction to make a decision regarding the ethical acceptability of the research. The appointment process and composition of the REAB membership provides the opportunity to accommodate and fully recognize unique areas of research and emerging issues.

Structure of the REAB

57.2 The Research Ethics Appeals Board (REAB) shall consist of five (5) members, four (4) of whom must be Members and one (1) of whom may be external to the University. The five members will be appointed as follows, with the Vice-President (Research), or designate, responsible for overseeing the nomination and appointment process. The Provost will be responsible for arranging orientation with respect to operating procedures and rules of order for the REAB, on an annual basis.

57.2.1 Members shall be appointed for a two (2) year term such that one-half (1/2) of the membership shall change each year. Members cannot congruently be members of the Research Ethics Board.

57.2.2 Membership of the REAB (voting members) shall be as follows:

- a) One (1) member nominated by the Vice-President (Research) plus one (1) alternate member nominated by the Vice-President (Research);
- b) Two (2) members nominated by the Provost plus one (1) alternate member nominated by the Provost;
- c) One (1) member nominated by the Faculty Association plus one (1) alternate member nominated by the Faculty Association;
- d) the Chair of the REAB who shall also be appointed by the Provost.

57.2.3 In nominating members to the REAB, the following considerations will be made:

- a) knowledge of and demonstrated experience with research on human subjects;
- b) expertise in the philosophy of ethics relevant to human subjects;
- c) expertise in research methods relevant to human subjects;
- d) previous experience as a member of the REB and familiarity with the tri-council document and requirements.

57.3 Concerns related to the composition of the committee can be brought to the attention of the Provost at the time the membership is established and prior to the initiation of committee work. The Provost shall determine whether there are any changes required and will be responsible for making such changes. The Parties must agree on the membership of the committee.

Operating Procedures

- 57.4 The Chair of the REAB shall convene the board within ten (10) days of receiving an appeal. This date may be extended if a significant amount of material must be sent to members for reading prior to considering the appeal. Full membership of the Committee is required to reach quorum.
- 57.5 Members of the REAB must first acknowledge any conflicts of interest and recuse themselves accordingly.
- 57.6 The board shall review and discuss the original ethics application, the REB's comments and decision, and the researcher's appeal documentation. In the event of a study that was suspended or terminated, all the documentation about the reasons for suspending or terminating the project will be reviewed and discussed.
- 57.7 The REAB is advisory to the Provost and shall reach recommendation by way of majority vote. The recommendation of the board may consist of:
- a) Denying the appeal (upholding the decision of the REB);
 - b) Approval of the appeal without conditions;
 - c) Approval of the appeal with specific conditions attached to the approval or to the continuation of the study;
 - d) Suggested revisions (to the original ethics approval application) and resubmission to the REB.
- 57.8 The Chair of the REAB shall inform the Provost, in writing, of their recommendation with reasons, within two (2) days of reaching a recommendation.
- 57.9 Within five (5) days of receipt of the recommendation from the REAB, the Provost shall make a decision and write a formal letter to the Faculty Member outlining the decision and the reasons. This letter is to be copied to the Vice-President (Research), the Faculty Member's Dean, the current Chair of the REB, and each member of the REAB.

Letters of Understanding

Letter of Understanding 1 – CUPE Local 3913 Unit 2

The Parties agree that this Letter shall form part of the Collective Agreement.

The Parties recognize that, as per the provisions of the Collective Agreement with CUPE Local 3913 (Unit #2), CUPE 3913 is the bargaining agent for all persons employed under contract as "Sessional Lecturers" to teach in University degree credit courses.

Notwithstanding the previous recognition, the University affirms that it will not create new academic appointments at the rank of "Lecturer".

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 2 – Course/Teaching Evaluation

The Parties agree that this Letter shall form part of the Collective Agreement.

Each Member has the option of choosing to be evaluated, during the student evaluation process, by use of either an electronic or paper (in class) evaluation instrument. Where more than one Member is associated with a particular course, there will be agreement amongst the Members as to whether the evaluation will be completed electronically or in class. Where agreement cannot be reached on one method of delivery, the Chair will decide. The Provost will establish the protocol by which student evaluations are conducted.

The results of teaching evaluations, including both detailed comments and numerical ratings, shall not be released publicly by the University, without prior written agreement of the Member. Each year in September, the Provost shall circulate a Memorandum to Members informing them as to their options to be evaluated in paper or electronically and to participate or not in the release of the results as per the terms of this Article. No Member shall be compelled to consent to the release of teaching evaluations.

Should a new course/teaching evaluation enterprise system be implemented during the life of the Collective Agreement, the parties will meet within ten (10) days of the request to meet to discuss and reach mutual agreement on amendments to this LOU.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 3 – Sick Leave

The Parties agree that this Letter shall form part of the Collective Agreement.

It is understood between the Parties that this Letter applies to a Member who holds a Tenure-track/Continuing Appointment-track, Tenured or Continuing Appointment. When such Member has completed and submitted an application for Long Term Disability, with the assistance of Occupational Health and Wellness, and has not received a decision from the insurance carrier, and whose absence due to illness continues beyond ninety (90) calendar days of Sick Leave, the University may in its sole discretion continue Sick Leave to such Member until such time that the insurance carrier decision has been received.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 4 – Teaching – Professional and Managerial Staff

The Parties agree that this Letter shall form part of the Collective Agreement.

1. The Parties acknowledge that, in each Academic Year, and on a limited basis, some Professional/Managerial Staff Members have teaching as part of their responsibilities.
2. The University affirms that it will not substantially increase the number of Professional/Managerial Staff Members who are teaching degree credit courses.

Annually, on or about November 1, the University will provide to the Association a list of Professional/Managerial Staff Members who are assigned teaching, including the courses and sections, broken down by semester.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 5 – Human Rights and Health & Safety

The Parties agree that this Letter shall form part of the Collective Agreement.

Where the Association alleges that either of these policies, as they may be changed from time to time, conflicts with, is inconsistent with, or interferes with the Collective Agreement, the Association may file a Policy Grievance.

It is further agreed and understood that before any changes are made to either of these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

Any consultation process which may have taken place prior to the ratification of this Collective Agreement does not constitute or substitute for these discussions.

The Parties agree that if a Member is a named respondent to a Workplace Harassment complaint made pursuant to the Occupational Health and Safety Act, such complaint investigations shall be conducted by the Office of Faculty and Academic Staff Relations (FASR) when a non-Human Rights based complaint, or by the Office of Diversity and Human Rights (DHR) when the complaint is Human-Rights based. The procedure for investigation, whether by FASR or DHR, shall be consistent with the formal procedure as outlined in the University of Guelph *Human Rights Policies and Procedures* and/or Article 39 of the Collective Agreement.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 6 – Performance Review of Veterinarian Members by Director Outside of the Process indicated in Article 34

The Parties agree that this Letter shall form part of the Collective Agreement.

Activity updates conducted by the Director will focus on the effectiveness of the Member at meeting University-established criteria and the general competence with which the duties and responsibilities of the position are carried out. The Director will meet individually with each Veterinarian Member to discuss his/her performance assessment. The Director will provide to the Member, in writing, within fifteen (15) days of the meeting with the Member, an activity update report. The Member shall be provided with an opportunity to respond verbally and in writing. A copy of the Activity Update report from the Director and the response from the Member shall be placed into the Member's Official File (NOT the Member's Assessment File).

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 7 – Benefits

The Parties agree that this Letter shall form part of the Collective Agreement.

Effective on the first day of the second month following ratification, the following amendments shall be made to the Extended Health Care plan:

- a) Increase the annual dollar allocation for psychological services from \$300 per calendar year to \$1,200 per calendar year. Coverage includes counselling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, or clinical counselors registered by the Provincial governing body in the Canadian province in which the services are provided;
- b) Include coverage for non-oral contraceptives as prescribed by a physician provided that the contraceptive has a drug identification number (DIN); and,
- c) Remove the requirement for a physician's referral for massage therapy.

Effective July 1, 2017, the Scholarship Plan offered to spouses/partners and dependents shall be amended such that the cap on scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program.

Effective on the first day of the second month following ratification, the following amendment shall be made to the Long-Term Disability Plan: move the current cap of \$6,000 per month to a cap of \$12,000 per month.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 8 – Essential Services

Further to Article 56 (NO STRIKE OR LOCKOUT), the parties agree that the following essential services will be maintained by Members of UGFA in the event of a legal strike or lockout.

1) Medical Care of Animals

UGFA agrees that its Members will provide services of the OVC Health Sciences Centre on a basis analogous to that used for the Health Sciences Centre Holiday Schedule. Delivery of Ruminant/Swine Field Services is required as part of our contractual obligations to external clients and will be provided on a continuous basis as required.

2) Diagnostic Services provided through the Animal Health Lab

UGFA agrees that full services will be provided by UGFA Members in order to deal with the caseload in process at the designated date of a legal Strike or Lockout. Thereafter, the following designated UGFA Members will provide essential services to respond to emergencies.

Guelph: Two (2) mammalian pathologists; One (1) avian pathologist; One (1) clinical pathologist; One (1) Bacteriologist; One (1) Virologist

Kemptville: One (1) Pathologist

3) Clinical counseling services provided through the Couple and Family Therapy unit in the College of Social and Applied Human Sciences under the Agreement with the Ministry of Community and Social Services. These services are provided to “at risk” individuals, largely women and children.

The University has identified that four (4) clinical Faculty Members are essential to provide for the delivery of these services.

All those designated to provide these essential services will be compensated on the basis of their salary and benefits in effect at the time of the designation.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 9 – Article 18 and Changes to DOE

The Parties agree that this Letter shall form part of the Collective Agreement.

Management may require a change to a Member's DOE without the Member's consent when all of the following conditions have been met:

- a) the change must be reasonable; and
- b) the newly assigned DOE is an appropriate combination of Teaching, Scholarship, and Service; and
- c) the newly assigned DOE considers the Faculty Member's career development and his/her contributions and performance over time;

AND where one of the following cases further justifies the change in DOE:

1. proven, and repeated, concerns about performance (i.e., documented concerns about performance under Art. 39.15); or
2. redeployment opportunity(ies) arising from the invocation of Article 24.4, in the context of operational requirements and the academic mission of the new unit and available work of the Bargaining Unit; or
3. transition from a Research Chair to a 'regular' faculty appointment where no pre-existing agreement is in place stipulating the change to DOE following the end of the Research Chair appointment.

Unless mutually agreed to continue the newly assigned DOE, an amendment to a Faculty Member's DOE under Case #1 or #2 shall not exceed a period of three (3) years. In such cases, the DOE shall revert back to the Member's prior DOE.

Any change to a DOE under this LOU will be subject to the restriction that the sum of the absolute values of the percentage changes to each of the three areas (Teaching, Scholarship, Service) will not exceed 30%. By way of example, a proposed change from 40/40/20 to 55/35/10 is permissible, since the sum is $15+5+10=30$; a change from 40/40/20 to 60/30/10 is not permissible; since the sum is $20+10+10=40$.

It is further agreed that should a grievance about a decision made through this LOU be forwarded to Arbitration, the Parties will agree on a mutually acceptable arbitrator.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 10 – Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members

The Parties agree that this Letter shall form part of the Collective Agreement.

The Parties agree to continue to meet as part of a Working Committee on Pensions for the duration of this Collective Agreement or, if earlier, for up until six (6) months following the effective date of the JSPP contemplated herein. The Association shall appoint three (3) persons and the University shall appoint three (3) persons to the Committee. The Joint Working Committee on Pensions will have three primary roles:

1. To receive updates on the Professional Plan and the UPP JSPP; and
2. To take an active local role in the UPP JSPP as outlined in this LOU so that members of the Professional Pension Plan will understand the nature of the JSPP as the communications and consent processes unfold.
3. Endeavour to ensure that the terms, processes, and details of the UPP JSPP (as they become known) and the transition from the Professional Plan to the UPP JSPP are clearly communicated to all members of the Professional Plan as part of any consent process involving the transfer to a JSPP.

The University shall ensure that this Committee is adequately resourced and that all relevant actuarial and financial information required by the Committee to fully execute tasks shall be provided to the Committee by the University in a timely fashion. The Committee will meet at least once per year. For clarity, the University shall provide to the committee at least once per year:

- a) The Professional Plan text and all amendments to the text.
- b) The most recent actuarial valuation report filed with the regulator for the Professional Plan, as well as any updates to the filed valuation, or completed but unfiled valuations.
- c) Any reports prepared internally or by external parties that are relevant to the objectives of the working group.
- d) An annual report of all the expenses associated with the Professional Plan.
- e) All relevant member data for active pension plan participants required for the computation of pension benefits to which the member is entitled, including pensionable salary and earnings history, gender, birth, hire and participation dates, and years of pensionable (credited) service. Any data provided shall be maintained by UGFA to respect the privacy of individuals.

All costs associated with the Joint Working Committee shall be the responsibility of the University. It is understood that there may be additional costs associated with data or studies that are required by one of the Parties that fall outside of the terms of reference of the Joint Working Committee. In such cases, the costs will be the responsibility of the respective Party.

During the term of this Collective Agreement, if and when there is a fully executed Milestones Agreement (or equivalent) to which the Association is a signatory, the Parties will meet and discuss all matters relating to the transition to the JSPP.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers

Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee

The Parties agree that this Letter shall form part of the Collective Agreement.

For the duration of this collective agreement, the review of Veterinarian Members at Ridgetown, or any other Veterinarian reporting through to the Dean of OAC, shall be reviewed as follows:

For the OAC: Dean (OAC) who shall chair the committee, Chair, Animal Biosciences; two elected Veterinarian from OAC, and one elected University MCA Veterinarian who shall serve on all MCA Committees.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment

The Parties agree this letter will form part of the Collective Agreement.

Notwithstanding Articles 19.5 and 32.2.1, in the exceptional circumstance in which the University is hiring a CL Faculty or Veterinarian Member to backfill the temporary absence of a Member in Clinical Studies due to an academic administrative appointment:

- a) The Association shall be informed of the intention to backfill an administrative appointment at Joint Committee prior to hire.
- b) The maximum length of the appointment, prior to conversion or termination shall be equal to the length of the administrative appointment plus any approved Transition and/or Study/Research Leave.
- c) Such Appointment shall not exceed one administrative renewal or 12 years, whichever is less.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 13 – Joint Salary Review

The Parties agree this letter will form part of the Collective Agreement.

The Parties agree that within six (6) months of ratification they will commence a Joint Salary Review. The purpose of the review will be to examine the issue of salary anomalies, if any, and make recommendation for correction of any identified anomalies. The work of this committee, including recommendations, will be completed no later than December 2018. The timeline may be extended by mutual agreement.

Note: the ongoing equity salary review will continue notwithstanding this Letter.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 14 – Workload

The Parties agree this letter will form part of the Collective Agreement.

A joint committee shall be established within 8 weeks of ratification of the Collective Agreement to review and make recommendations to the Joint Committee relative to the assigned workload of Members.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Court File No. CV-22-006918880-0000

Dr. BYRAM BRIDLE
Plaintiff

- and -

UNIVERSITY OF GUELPH, et al
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF DOROTHEE BIENZLE

**CANADIAN UNIVERSITIES RECIPROCAL INSURANCE
EXCHANGE**

5500 North Service Road, Suite 901
Burlington, ON L7L 6W6

D. Lynn Turnbull LSO#: 38056J

Email: lturnbull@curie.org

Tel: 905-336-3366 ext. 242

Lawyer for the defendants, University of Guelph, Jeffrey
Wichtel, Laurie Arnott, Charlotte Yates, Scott Weese,
Glen Pyle, Andrew Peregrine, Dorothee Bienzle, Amy
Greer and Nick Duley

TAB 10

Court File No. CV-22-00691880-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DR. BYRAM BRIDLE

Plaintiff

- and -

**UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE,
GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK
DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST**

Defendants

AFFIDAVIT OF AMY GREER

I, Amy Greer, of the Town of Peterborough, in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the defendants in this proceeding, and, as such have knowledge of the matters to which I hereinafter depose. The matters deposed to that are not within my knowledge have been derived from third parties or a review of documents and, in each of such cases, the source of the information is identified, and I verily believe such matters to be true. True copies of all exhibits referred to herein are attached.
2. I am an Associate Professor in the Department of Biology at Trent University. Prior to joining Trent University in January of this year, I held a Canada Research Chair in Population Disease Modelling and was an Associate Professor at the Ontario Veterinary College ("OVC") at the University of Guelph ("Guelph").

3. Dr. Bridle is a high-profile critic of the COVID-19 public health response and advice. Commencing in or about August of 2020, he began participating in a series of speaking engagements and interviews criticizing the safety and efficacy consensus of COVID-19 vaccines. His opinions were contrary to the overwhelming majority of scientific opinions at the time, including the opinions of myself and many of his other OVC colleagues, including Dr. Scott Weese, Dr. Glen Pyle, Dr. Andrew Peregrine and Dr. Dorothee Bienzle.
4. On June 28, 2021, I, along with Drs. Pyle, Weese, Peregrine and Bienzle, and 79 other colleagues, signed a letter stating that we disagreed with Dr. Bridle's public statements that COVID-19 vaccines were unsafe. The letter, entitled *Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety*, stated:

We are a science-based faculty and staff at the University of Guelph who support evidence-based decisions and disagree with misinformation being circulated by a member of the faculty at the Ontario Veterinary College.

COVID-19 is an unprecedented pandemic due to a novel coronavirus. Nearly four million people globally have died as a result, and nearly two hundred million have been reported as infected. Many millions more have suffered and continue to suffer from physical and mental illness associated with the pandemic, isolation, poverty, and the long-term effects of the infection.

Vaccines for SARS-CoV-2 were designed, tested and produced at an unprecedented speed and on an extraordinary scale. The ability to quickly develop safe and effective vaccines was made possible through remarkable global co-operation and by concurrently running clinical trials, not by cutting corners. Many countries rapidly authorized vaccines for emergency use. Various types of vaccines are available, including those based on mRNA coding for the viral spike (S) protein, vector-based DNA vaccines coding for the S protein, and recombinant S protein particles. Two doses of the vaccines (type-dependent) have dramatically reduced illness and infections in many parts of the world. The vaccines are highly effective and have very few adverse effects. The coordinated effort of scientists, pharmaceutical companies, public health and regulatory agencies to

produce effective vaccines against COVID-19 for billions of people in less than a year is an achievement previously unimaginable.

Dr. Byram Bridle has stated on multiple platforms and numerous outlets that COVID-19 vaccines are unsafe. These statements are contrary to overwhelming scientific evidence. The S protein generated by or incorporated into vaccines is an effective immunogen but does not alter DNA, does not induce infertility or pass through breast milk, and is not a toxin. Adverse vaccine effects do occur but at a similar or lower frequency than for routine vaccines. In the face of this terrible pandemic, widespread vaccination is the best way out of the devastation we currently face. Many people have limited understanding of the complexities of immunization against infectious agents, and rely on scientists in epidemiology and immunology to share their knowledge and experience, especially at times such as these when fear is high. Misinformation spread by individuals such as Dr. Bridle targets uncertainty.

The University of Guelph, including us, supports freedom of expression. However, as scientists and academics we also have a responsibility to counter misinformation, particularly when the misinformation causes harm. A high rate of vaccine acceptance is essential for prevention of SARS-CoV-2 disease and deaths, and for a return to normalcy. In particular, given the high transmissibility of recent variants, very high vaccination rates among people eligible for vaccination are critical. We are very concerned that people who are not seeking vaccination because of misinformation will suffer ill effects from SARS-CoV-2 infection, will infect others, and will slow the return to a more normal life. Academic freedom is important but should not be a license to spread misinformation that has been clearly refuted, including by authors of publications that Dr. Bridle cites in support of his statements. Some may even consider the University of Guelph complicit by failing to provide a clear and effective response to this misinformation campaign, which is impacting the reputation of the institution and its faculty. Considering the harmful effects of COVID-19 on individuals and communities, the continued spread of misinformation undermines Canadian public health measures, including our vaccine program, and threatens global health security more broadly.

Therefore, we wish to state publicly that as scientists, faculty, and /or staff of the University of Guelph we stand firmly against the continued spread of factually incorrect and misleading information that is being disseminated by Dr. Bridle. We have confidence that the SARS-CoV-2 vaccines approved for use in Canada are safe and effective, and we wish to reassure the public that as members of the University of Guelph community we fully support evidence-based public health, which includes vaccination against COVID-19.


Attached hereto and marked as **Exhibit A** to this my affidavit is a true copy of the letter dated June 28, 2021 [citations omitted].

5. The June 28, 2021 letter that I co-signed was not motivated by any malice or ill-will towards Dr. Bridle or any attempt to defame him or damage his reputation. This was a good-faith effort to protect the public from misinformation in the midst of an unprecedented global pandemic. I was very concerned that the public statements being made by Dr. Bridle could lead individuals to ignore public health recommendations and measures designed to mitigate the risks of the pandemic and specifically, public health recommendations to be vaccinated and to wear masks in public.
6. I categorically deny that I at any time entered into a conspiracy with one or more of the other individually named defendants to defame Dr. Bridle and damage his reputation. Any public statements I have made regarding Dr. Bridle were made for the purpose of dispelling Dr. Bridle's public misinformation about vaccine efficacy.
7. All statements contained in this affidavit pertain to matters that I verily believe are subject to the Collective Agreement between Guelph and Guelph's Faculty Association (UGFA), of which Dr. Bridle is a member and of which I was a member up until January of this year. UGFA is certified by the Ontario Labour Relations Board. The Collective Agreement that UGFA negotiated governs the conditions of employment for all of its members. Attached hereto and marked as **Exhibit B** to this my affidavit is a true copy of the Collective Agreement for the period July 1, 2017 to June 30, 2021. This Collective Agreement was

rolled over for one year due to COVID so it was actually in effect until June 30, 2022. The current Collective Agreement, effective July 1, 2022, is contained in this link [UGFA_CA_2022_FinalPrint_Nov20_2023.pdf \(uoguelph.ca\)](#).

8. I swear this affidavit in support of the relief sought and for no improper purpose.

SWORN REMOTELY by Amy Greer, stated as }
being located in the Town of Peterborough }
before me at the City of Burlington, on this }
18 day of June, 2024 in accordance with }
O. Reg 431/20, Administering Oath or }
Declaration Remotely. }



AMY GREER



D. LYNN TURNBULL
A Commissioner for taking Affidavits, etc.

This is Exhibit "A" referred to in the Affidavit of Amy Greer
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial letter.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Faculty and staff at the University of Guelph support SARS-CoV-2 vaccine safety

June 28, 2021

We are a science-based faculty and staff at the University of Guelph who support evidence-based decisions and disagree with misinformation being circulated by a member of the faculty at the Ontario Veterinary College.

COVID-19 is an unprecedented pandemic due to a novel coronavirus. Nearly four million people globally have died as a result, and nearly two hundred million have been reported as infected.¹ Many millions more have suffered and continue to suffer from physical and mental illness associated with the pandemic, isolation, poverty, and the long-term effects of the infection.²

Vaccines for SARS-CoV-2 were designed, tested and produced at an unprecedented speed and on an extraordinary scale. The ability to quickly develop safe and effective vaccines was made possible through remarkable global co-operation and by concurrently running clinical trials, not by cutting corners. Many countries rapidly authorized vaccines for emergency use. Various types of vaccines are available, including those based on mRNA coding for the viral spike (S) protein, vector-based DNA vaccines coding for the S protein, and recombinant S protein particles. Two doses of the vaccines (type-dependent) have dramatically reduced illness and infections in many parts of the world.³ The vaccines are highly effective and have very few adverse effects.⁴ The coordinated effort of scientists, pharmaceutical companies, public health and regulatory agencies to produce effective vaccines against COVID-19 for billions of people in less than a year is an achievement previously unimaginable.

Dr. Byram Bridle has stated on multiple platforms and numerous outlets that COVID-19 vaccines are unsafe. These statements are contrary to overwhelming scientific evidence. The S protein generated by or incorporated into vaccines is an effective immunogen but does not alter DNA, does not induce infertility or pass through breast milk, and is not a toxin.^{5,6} Adverse vaccine effects do occur but at a similar or lower frequency than for routine vaccines.⁴ In the face of this terrible pandemic, widespread vaccination is the best way out of the devastation we currently face. Many people have limited understanding of the complexities of immunization against infectious agents, and rely on scientists in epidemiology and immunology to share their knowledge and experience, especially at times such as these when fear is high. Misinformation spread by individuals such as Dr. Bridle targets uncertainty.

The University of Guelph, including us, supports freedom of expression. However, as scientists and academics we also have a responsibility to counter misinformation, particularly when the misinformation causes harm. A high rate of vaccine acceptance is essential for prevention of SARS-CoV-2 disease and deaths, and for a return to normalcy. In particular, given the high transmissibility of recent variants, very high vaccination rates among people eligible for vaccination are critical. We are very concerned that people who are not seeking vaccination because of misinformation will suffer ill effects from SARS-CoV-2 infection, will infect others, and will slow the return to a more normal life. Academic freedom is important but should not be a license to spread misinformation that has been clearly refuted, including by authors of publications that Dr. Bridle cites in support of his statements.⁷ Some may even consider the University of Guelph complicit by failing to provide a clear and effective response to this misinformation

campaign, which is impacting the reputation of the institution and its faculty. Considering the harmful effects of COVID-19 on individuals and communities, the continued spread of misinformation undermines Canadian public health measures, including our vaccine program, and threatens global health security more broadly.

Therefore, we wish to state publicly that as scientists, faculty, and/or staff of the University of Guelph we stand firmly against the continued spread of factually incorrect and misleading information that is being disseminated by Dr. Bridle. We have confidence that the SARS-CoV-2 vaccines approved for use in Canada are safe and effective, and we wish to reassure the public that as members of the University of Guelph community we fully support evidence-based public health, which includes vaccination against COVID-19.

References

1. <https://www.worldometers.info/coronavirus/>; accessed June 24, 2021
2. <https://www.un.org/development/desa/dspd/everyone-included-covid-19.html>; accessed June 24, 2021
3. <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/different-vaccines.html>; accessed June 24, 2021
4. <https://health-infobase.canada.ca/covid-19/vaccine-safety/>; accessed June 24, 2021
5. Drugs and Lactation Database (LactMed) [Internet]. Bethesda (MD): National Library of Medicine (US); 2006-. COVID-19 vaccines. [Updated 2021 Jun 21]
6. <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/recommendations/pregnancy.html>; accessed June 24, 2021
7. <https://www.reuters.com/article/factcheck-vaccine-safe-idUSL2N2NX1J6>; accessed June 24, 2021

Supporting signatures from University of Guelph faculty and staff

Name, Credentials	Title	University of Guelph College
Amy Greer, MSc, PhD	Canada Research Chair in Population Disease Modelling and Associate Professor	Ontario Veterinary College
Dorothee Bienzle, DVM, PhD	Professor of Veterinary Pathology	Ontario Veterinary College
Scott Weese DVM DVSc DACVIM FCAHS	Director, Centre for Public Health and Zoonoses	Ontario Veterinary College
Glen Pyle, PhD	Professor of Biomedical Sciences	Ontario Veterinary College
Sarah Adamowicz, PhD	Associate Professor & Director of Bioinformatics Graduate Program, Integrative Biology	College of Biological Science
Emma Allen-Vercoe, PhD	Professor; Canada Research Chair in Human Gut Microbiome Function and Host Interactions	College of Biological Science
Luis G. Arroyo,	Associate Professor, Clinical Studies	Ontario Veterinary College

Lic. Vet Med. DVSc, PhD, DACVIM		
Daniel Ashlock, PhD	Professor and Chair, Mathematics and Statistics	College of Physical and Engineering Sciences
France-Isabelle Auzanneau, PhD	Professor, Chemistry	College of Engineering and Physical Sciences
John Baird, BVSc, PhD	Professor Emeritus, Clinical Studies	Ontario Veterinary College
Ian K. Barker DVM PhD	Professor Emeritus, Pathobiology	Ontario Veterinary College
Cathy Bauman, DVM, MPH, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Janet Beeler-Marfisi, BA, DVM, DVSc, DACVP	Assistant Professor, Pathobiology	Ontario Veterinary College
Olaf Berke, PhD	Associate Professor, Statistical Epidemiology, Population Medicine	Ontario Veterinary College
Shauna Blois, DVM, DVSc, DACVIM	Associate Professor, Clinical Studies	Ontario Veterinary College
P. Suzanne Carman DVM, Dip SAMed, PhD	Diagnostic Virologist, Retired	Animal Health Laboratory
Catherine Carstairs, PhD	Professor, History	College of Arts
Christina Caruso, PhD	Associate Professor, Integrative Biology	College of Biological Science
Katie M. Clow, DVM, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Joseph Colasanti, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Sciences
Marc Coppolino, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Georgina Cox, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Teresa Crease, PhD	Professor, Integrative Biology	College of Biological Science
Nicola Cribb, MA VetMB DVSc DACVS	Assistant Professor, Clinical Studies	Ontario Veterinary College
John Dawson, PhD	Professor, Molecular and Cellular Biology	College of Biological Science

Giannina Descalzi, PhD	Assistant Professor, Biomedical Sciences	Ontario Veterinary College
Todd Duffield, DVM, DVSc	Professor and Chair, Population Medicine	Ontario Veterinary College
Dan Gillis, PhD	Associate Professor & Statistician, School of Computer Science	College of Engineering & Physical Sciences
Lawrence Goodridge, PhD	Professor and Director, Canadian Research Institute for Food Safety	Ontario Agricultural College
T. Ryan Gregory, PhD	Professor and Chair, Integrative Biology	College of Biological Science
Steffen Graether, PhD	Professor, Molecular and Cellular Biology	College of Biological Science
Carlton Gyles, DVM, PhD, FCAHS	Professor emeritus, Pathobiology	Ontario Veterinary College
Jutta Hammermueller PhD	Staff, Pathobiology	Ontario Veterinary College
Brad Hanna, BSc, DVM, MSc, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
George Harauz, PhD	Professor Emeritus, Molecular and Cellular Biology	College of Biological Science
Tony Hayes BVSc PhD	Professor Emeritus, Pathobiology	Ontario Veterinary College
Paul Hebert PhD, FRSC	Professor & Canada Research Chair in Molecular Biodiversity	College of Biological Science
Shoshanah Jacobs, PhD	Associate Professor, Integrative Biology	College of Biological Science
Claire Jardine, DVM, PhD	Associate Professor, Pathobiology	Ontario Veterinary College
Andria Jones-Bitton, DVM, PhD	Associate Professor, Epidemiology Director of Well-Being Programming, Ontario Veterinary College	Ontario Veterinary College
David Kelton, DVM, PhD	Professor of Epidemiology and Dairy Farmers of Ontario Research Chair in Dairy Cattle Health	Ontario Veterinary College
Cezar Khursigara, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Judith Koenig, DVM DVSc, DAVCS	Associate Professor, Clinical Studies	Ontario Veterinary College

Jasmin Lalonde, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Ray Lu, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Science
Karol Mathews DVM, DVSc, DACVECC	Professor Emerita, Clinical Studies	Ontario Veterinary College
Judi McCuaig, PhD	Associate Professor, School of Computer Science	College of Engineering and Physical Sciences
Rob McLaughlin, PhD	Associate Professor and Partnership for Ecosystem Research and Management Scientist, Integrative Biology	College of Biological Science
Lucy Mutharia, PhD	Adjunct Associate Professor, Molecular and Cellular Biology	College of Biological Sciences
Eva Nagy DVM, PhD, DSc	Professor Emerita, Pathobiology	Ontario Veterinary College
Annette Nassuth, PhD	Associate Professor, Molecular and Cellular Biology	College of Biological Sciences
Lee Niel, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
Ryan Norris, PhD	Associate Professor, Integrative Biology	College of Biological Sciences
Anthony Ogg, DVM, DVSc, DACVIM	Professor, Clinical Studies	Ontario Veterinary College
Andrew Papadopoulos, PhD	Professor, Population Medicine	Ontario Veterinary College
Jane Parmley, DVM, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
Andrew Peregrine, BVMS, PhD, DVM, DEVPC, DACVM	Associate Professor, Pathobiology	Ontario Veterinary College
Melissa Perreault, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
Zvonimir Poljak, DVM, PhD	Associate Professor, Population Medicine	Ontario Veterinary College
John Prescott VetMB PhD FCAHS	Professor Emeritus, Pathobiology	Ontario Veterinary College
Katherine Preuss, PhD	Professor, Research Leadership Chair, and Chair of Chemistry	College of Engineering and Physical Science

David Renaud, DVM, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Beren Robinson, PhD	Professor, Integrative Biology	College of Biological Science
Michael A. Rogers PhD	Associate Professor and Canada Research Chair in Food Nanotechnology	Ontario Agricultural College
Tarek Saleh, PhD	Professor and Chair, Biomedical Sciences	Ontario Veterinary College
Shaun Sanders, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Jan M. Sargeant, PhD	Professor of Epidemiology, Population Medicine	Ontario Veterinary College
Stephen Seah, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Science
Rebecca Shapiro, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Sciences
Patricia Shewen DVM PhD	Professor Emerita, Pathobiology	Ontario Veterinary College
Paul Sibley, PhD	Interim Director, School of Environmental Sciences	Ontario Agricultural College
Jeremy Simpson, PhD	Associate Professor, Human Health and Nutrition	College of Biological Sciences
Ameet Singh, DVM, DVSc, DACVS	Professor, Clinical Studies	Ontario Veterinary College
Kelsey Spence, PhD	Assistant Professor, Population Medicine	Ontario Veterinary College
Patricia V Turner MS, DVM, DVSc, DACLAM, DABT, DECAWBM	Professor Emerita, Pathobiology	Ontario Veterinary College
Siavash Vahidi, PhD	Assistant Professor, Molecular and Cellular Biology	College of Biological Science
Alexander Valverde, DVM, DVSc	Professor, Clinical Studies	Ontario Veterinary College
George van der Merwe, PhD	Associate Professor; Molecular and Cellular Biology	College of Biological Science
Matthew Vickaryous, PhD	Associate Professor, Biomedical Sciences	Ontario Veterinary College
Laurent Viel, DVM, PhD	Professor Emeritus, Clinical Studies	Ontario Veterinary College

Chris Whitfield PhD FRSC	Professor and Canada Research in Microbial Cell Biology, Molecular and Cellular Biology	College of Biological Sciences
Charlotte Winder, DVM, DVSc	Assistant Professor, Population Medicine	Ontario Veterinary College
Alex zur Linden, DVM, DACVR	Associate Professor, Clinical Studies	Ontario Veterinary College

This is Exhibit "B" referred to in the Affidavit of Amy Greer
sworn before me June 18, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial "T" that loops around the first part of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

Collective Agreement
between
The University of Guelph



and

The University of Guelph Faculty Association



Effective July 1, 2017 to June 30, 2021

For information, please contact:

Faculty and Academic Staff Relations
Office of the Provost and Vice-President (Academic)
519-824-4120 ext. 53195
t.jandrisits@exec.uoguelph.ca
www.uoguelph.ca/facultyrelations

University of Guelph Faculty Association (UGFA)
519-824-4120 ext. 52126 or ext. 58538
facassoc@uoguelph.ca
www.ugfa.ca

Table of Contents

Article 1 - Preamble	8
Article 2 - Definitions	9
Article 3 - Recognition	11
Article 4 - Administrative Appointments	12
Article 5 - Management Rights	13
Article 6 - Association Rights and Privileges	14
Article 7 - Academic Freedom	15
Article 8 - Conflict of Interest and Conflict of Commitment	16
Article 9 - Employment in External Remunerative Activities	18
Article 10 – Duration and Copies of the Agreement	20
Article 11 - Dues Check-Off	21
Article 12 - Joint Committee	22
Article 13 - Correspondence and Information	23
Article 14 - Member’s Official File	25
General.....	25
Contents	25
Access and Rights	26
Release of Information.....	26
Assessment Files.....	27
Article 15 - Maintenance of the Scholarly and Professional Environment	28
Article 16 - General Liability Insurance	29
Article 17 - Working Conditions	30
Security.....	30
Facilities.....	30
Privacy and Data Protection.....	30
Software and System Changes.....	30
Article 18 - Faculty Member Rights and Responsibilities	31
General Duties	31
Distribution of Effort (DOE)	32
Amendments to the DOE	32
Workload	33
Procedures for Assigning Workload	35
Research and Development Semester.....	35
Article 19 - Faculty Appointments	37
Definitions	37
Ranks	37
Contractually Limited Positions	37
Search Committee	38
Candidate Assessment Procedures	40
Letters of Appointment.....	40
Joint Appointments	41

Article 20 - Appointments of Chairs/Directors of Schools	42
Chairs/Directors of Schools.....	42
Terms of Appointment of a Chair	42
Renewal of a Chair for a Second Five (5) Year Term.....	43
Search Committee for the Position of Chair	43
Assessment Procedures	43
Transition Leave	44
Article 21 - Tenure, Promotion, and Review of Faculty Members	46
Probationary Period	47
Guidelines and Documentation Templates for Assessment Purposes.....	47
Member Templates.....	48
Department Committee Templates	48
External Assessors	49
Department Tenure and Promotion Committee.....	50
College Tenure and Promotion Committee	52
Committee Mode of Operations	55
Review of Progress Towards Tenure and Promotion to Associate Professor	55
Granting of Tenure.....	55
Promotion to Professor	56
Deliberations Process and Communication of Decision	56
Appeals.....	57
University Tenure and Promotion Appeals Committee	57
Decision of the President	58
Performance Review.....	58
Appeals of Performance Review	60
Grievance	60
Article 22 - Study/Research Leave for Faculty	61
Article 23 - Overload Teaching	64
Article 24 – Transfers, Redeployment or Buyouts of Faculty and Librarian Members Due to Restructuring or Academic Program Reorganization	65
Article 25 - Rights and Responsibilities of Librarians	67
Academic and Professional Responsibilities of Librarians.....	67
Professional Practice of Academic Librarianship.....	67
Scholarship: Research, Study, Professional Development, Scholarly and Creative Activities	68
Service: University Service and Academic or Professional Service	68
Distribution of Effort (DOE)	69
Workload and the Assignment of Responsibilities	69
Amendments to DOE for Librarians	70
Article 26 - Librarian Appointments	71
Definitions	71
Ranks	71
Contractually Limited Appointments.....	72
Search Committee	72
Candidate Assessment Procedures	73
Letters of Appointment.....	74
Joint Appointments	74
Outside Appointments of Librarian Members	75

Article 27 - Administrative Appointment of Librarian Members	76
Terms of a Librarian Administrative Appointment.....	77
Search Committee	77
Assessment Procedures	78
Transition Leave	78
Article 28 - Continuing Appointment, Promotion, and Review of Librarian Members.....	80
Probationary Period	81
Guidelines and Documentation Templates for Assessment Purposes.....	81
Member Templates	82
Continuing Appointment Committee Templates	82
External Assessment and References	84
Continuing Appointment and Promotion Committee (CAP)	85
Library Continuing Appointment and Promotion Committee (Library Committee).....	87
Committee Mode of Operations and Election to Committee	88
Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian	89
Granting of Continuing Appointment	89
Promotion to Librarian.....	90
Promotion for Contractually Limited Librarians.....	90
Deliberations Process and Communication of Decision	90
Appeals.....	91
Library Continuing Appointment and Promotion Appeals Committee (Library Appeals Committee) .	91
Decision of the President	93
Performance Review.....	93
Appeals of Performance Review	94
Grievance	94
Article 29 - Study/Research Leave and Development Leave for Librarians	95
Study/Research Leave.....	95
Application for Study/Research Leave	95
Study/Research Leave Decision Procedures	96
Duration of Study/Research Leave	96
Conditions of Study/Research Leave	97
Development Leave	97
Article 30 - Responsibilities of Veterinarians	98
Professional Practice	98
Professional Development and Research/Scholarship.....	99
Service: University, Professional and Community Service	99
Article 31 - Workload and Hours of Work for Veterinarians.....	100
Workload	100
Scheduling	100
Article 32 - Appointments of Veterinarians	102
Search Process	102
Search Committee	103
Assessment Procedures	103
Letters of Appointment.....	104
Article 33 - Continuing Appointment, Promotion, and Review of Veterinarians	105
Article 34 – Placeholder	118
Article 35 - Professional Development Leaves for Veterinarians	119
Article 36 - Paid Personal Leave (PPL) for Veterinarian Members	120

Article 37 - Redeployment or Severance of Veterinarian Members Due to Reorganization or Significant Change in Demand for Services	121
Article 38 - Academic Fraud and Misconduct	123
Article 39 - Investigation of Allegations and Discipline	125
Article 40 - Grievance and Arbitration	129
Definitions	129
Informal Resolution	130
Formal Grievance Procedure	130
Arbitration	131
Article 41 - Health and Safety	133
Responsibilities of the University.....	133
Responsibilities of Members	134
Central Joint Health and Safety Committee.....	134
Article 42 - No Discrimination and No Harassment	135
Article 43 – Accommodation of Members with Disabilities	136
Article 44 - Maternity and Parental Leave.....	138
Eligibility and Application.....	138
Leave Provisions.....	138
Supplemental Income Benefit	138
Additional Unpaid Parental Leave	139
General Provisions.....	139
Article 45 - Leaves of Absence.....	141
Article 46 - Vacation and Holidays	142
Vacation.....	142
Holidays.....	142
Religious Accommodation.....	143
Article 47 - Sick Leave.....	144
Workplace Safety and Insurance Board (WSIB) Benefits	144
Long Term Disability (LTD)	145
Return to Work.....	145
Article 48 – Family Medical Leave and Personal Emergency Leave	146
Family Medical Leave	146
Personal Emergency Leave	146
Article 49 - Court Leave.....	147
Article 50 - Political Leave	148
Article 51 - Research Policies.....	149
Article 52 - Intellectual Property	150
Article 53 - Compensation	157
Salary General.....	157
Base Increases - Cost of Living Increase	158
Annual Career Increment.....	158
Performance Increments.....	158
Promotion	159
Provost Recruitment and Retention	160
Research Chairs	160
Overload Stipend	160

Remuneration of Chairs/Directors and Librarian Administrative Appointments	160
On-Call and Emergency	161
Benefits	161
Post-Retirement Benefits	161
Tuition Waiver	162
Professional Development Reimbursement (PDR)	162
Pension	164
Member Contributions	164
Early Retirement Provisions	165
Plan Representation	166
Article 54 - Reduced Workload	167
Article 55 - Financial Exigency	170
Article 56 - No Strike or Lockout	173
Article 57 – Research Ethics Appeal Board (REAB)	174
Letters of Understanding	176
Letter of Understanding 1 – CUPE Local 3913 Unit 2	176
Letter of Understanding 2 – Course/Teaching Evaluation	177
Letter of Understanding 3 – Sick Leave	178
Letter of Understanding 4 – Teaching – Professional and Managerial Staff	179
Letter of Understanding 5 – Human Rights and Health & Safety	180
Letter of Understanding 6 – Performance Review of Veterinarian Members by Director Outside of the Process indicated in Article 34	181
Letter of Understanding 7 – Benefits	182
Letter of Understanding 8 – Essential Services	183
Letter of Understanding 9 – Article 18 and Changes to DOE	184
Letter of Understanding 10 – Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members	185
Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee ...	187
Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment	188
Letter of Understanding 13 – Joint Salary Review	189
Letter of Understanding 14 – Workload	190

Article 1 - Preamble

- 1.1 The University of Guelph is a community of scholars, dedicated to the pursuit and dissemination of knowledge, the attainment of academic excellence, and the theoretical and practical extension of human capability. Members of our community are engaged in the individual and collective search for truth, for understanding, and for creative solutions to serious problems, through free, open, and critical enquiry in an environment that supports their intellectual, cultural, and physical development.
- 1.2 The relationship between the University and its various employee groups is intended to be one of respect, integrity, and fairness, characterized by transparent decision-and policy-making, regard for principles of due process and natural justice, and a recognition that both parties share the same goal: to contribute to the continuing success of the University.
- 1.3 It is the purpose of this Agreement to:
 - a) set out terms and conditions of employment for Members;
 - b) foster a working environment that enables Members to achieve the objectives and goals of the university;
 - c) foster and maintain collegial relations within the University of Guelph community;
 - d) ensure the fair and equitable treatment of Members through open and transparent procedures and practices;
 - e) provide a means for settling differences that may arise from time to time between the University and the Association.
- 1.4 The Parties agree to co-operate in encouraging a climate of freedom, collegiality, responsibility, and mutual respect in the pursuit of these objectives.
- 1.5 Nothing in this Agreement detracts from the continued right of Members to participate in the collegial governance of the University.

Article 2 - Definitions

- 2.1 **Academic Year** shall mean the period from September 1 to August 31.
- 2.2 **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.
- 2.3 **AHL** shall mean the Animal Health Laboratory.
- 2.4 **Association** shall mean the University of Guelph Faculty Association (UGFA).
- 2.5 **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.
- 2.6 **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.
- 2.7 **CAP Committee** shall mean the Continuing Appointment and Promotion Committee for Librarians and Veterinarians respectively.
- 2.8 **Chair** shall mean the duly appointed Chair of a Department or Director of a School.
- 2.9 **College** shall mean an Academic College as constituted by the Senate and the Board of Governors.
- 2.10 **College Committee** shall mean, for Faculty Members, the College Tenure and Promotion Committee.
- 2.11 **Continuing Appointment** shall mean an appointment of a Librarian or Veterinarian, without term.
- 2.12 **Contractually Limited** shall mean an appointment of a Member for a fixed term.
- 2.13 **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.
- 2.14 **Department/School** shall mean an Academic Department as constituted by the Senate and the Board of Governors.
- 2.15 **Department Committee** shall mean, for Faculty Members, the Department Tenure and Promotion Committee.
- 2.16 **DOE** shall mean Distribution of Effort.
- 2.17 **E-Learning** shall be understood to mean only University of Guelph courses with a suffix "DE".
- 2.18 **Faculty Member** shall mean a Member of the Bargaining Unit who holds the rank of Assistant Professor, Associate Professor, or Professor.
- 2.19 **Library** shall mean all administrative units that report through to the University Librarian.
- 2.20 **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.
- 2.21 **Library Committee** shall mean the Library Continuing Appointment and Promotion Committee.
- 2.22 **Member** shall mean any member of the Bargaining Unit.
- 2.23 **OVC-HSC** shall mean Ontario Veterinary College Health Sciences Centre.

- 2.24 **Parties** shall mean the Parties to this Collective Agreement, namely, the University of Guelph and the Association.
- 2.25 **Provost** shall mean the Provost and Vice-President (Academic) and the chief academic officer of the University.
- 2.26 **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.
- 2.27 **Tenured** shall mean an appointment of a Faculty Member, without term.
- 2.28 **Tenure-track / Continuing Appointment-track** shall mean a Member appointment leading to consideration for the granting of Tenure or Continuing Appointment.
- 2.29 **University** shall mean the University of Guelph, as established by the *University of Guelph Act*, 1964, as amended from time to time.
- 2.30 **Veterinarian** shall mean a Member of the Bargaining Unit principally employed as a veterinarian at the University of Guelph.

Article 3 - Recognition

- 3.1 The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit. The Bargaining Unit includes all persons employed by the University of Guelph in the City of Guelph, at the Kemptville campus in the Municipality of North Grenville, at the Ridgetown campus in the Municipality of Chatham-Kent, at the Vineland Research Station in the Town of Lincoln, at the Simcoe Research Station in the Town of Simcoe, and at the University of Guelph-Humber campus in the City of Toronto as Faculty Members (including Librarians), holding tenure-track or tenured appointments on either a full-time or a part-time basis, together with those holding contractually limited appointments, and all persons employed as Veterinarians in the AHL and the OVC-HSC, save and except:
- a) President, Provost, Vice-Presidents, Vice-Provost (Guelph-Humber), Associate Vice-Presidents, Assistant Vice-Presidents, Deans, Associate Deans, Assistant Deans;
 - b) University Librarian, Associate University Librarians;
 - c) Chief Information Officer;
 - d) Director of Teaching Support Services and the Director of the Arboretum;
 - e) Directors in all Administrative Units including, but not limited to, Real Estate, Hospitality Services, Office of Research, Student Affairs, Finance, and Administrative Services;
 - f) Directors in Laboratory Services Division (Analytical Services, AHL, Regulatory Services);
 - g) Director of the OVC-HSC;
 - h) Research Associates, Research Assistants, Post-doctoral Fellows;
 - i) Visiting Professors and persons, including Visiting Fellows, holding visiting appointments of one year or less, while on leave from another university, institution, firm or government agency, unless they:
 - 1) hold a faculty appointment at the University of Guelph;
 - 2) carry a full range of academic responsibility at the University of Guelph; and
 - 3) are on leave without salary from their home university, institution, firm or government agency.
 - j) Emeritus Professors who do not otherwise hold an appointment in the Bargaining Unit;
 - k) Retired faculty who do not otherwise hold an appointment in the Bargaining Unit;
 - l) Adjunct Professors;
 - m) Persons who hold internships in the OVC-HSC; and,
 - n) Persons for whom a trade union held bargaining rights at the University of Guelph as of the date of the application to the Ontario Labour Relations Board.

Article 4 - Administrative Appointments

- 4.1 Members who are excluded from the Bargaining Unit because they hold an administrative position shall enter or re-enter the Bargaining Unit upon leaving the position excluding them, and shall then be entitled to the rights under this Agreement.
- 4.2 No Member shall be displaced from the Bargaining Unit by the entry or re-entry of an academic administrator into the Bargaining Unit.
- 4.3 When an academic administrator enters or re-enters the Bargaining Unit, his/her terms of appointment (including salary and rank) shall not be inconsistent with the provisions of this Agreement.

Article 5 - Management Rights

- 5.1 Subject to the provisions of this Agreement, the Association acknowledges the right of the University to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as established in the *University of Guelph Act*, 1964, as amended from time to time.
- 5.2 In the implementation of the provisions of this Agreement, the University shall exercise these rights fairly and equitably.

Article 6 - Association Rights and Privileges

Association Membership and Service

- 6.1 Every Member shall have the right to join the Association and, as a Member of the Association, participate in its activities. The University shall not interfere with Members of the Association attending Association meetings or attending to Association business, providing that such participation or attendance does not interfere with the performance of the Member's responsibilities under this Agreement.
- 6.2 No person shall be required to be a Member of the Association as a condition of employment.

Space and Services

- 6.3 The University shall continue to provide the Association with accessible services and maintained space under the current lease arrangements, as amended from time to time.
- 6.4 The Association may use all internal services, to be charged at the internal user rate. The Association shall continue to be provided with an internal billing code.
- 6.5 The Association shall have use of the internal campus mail service for Association business, without charge.
- 6.6 The Association shall have access to meeting rooms (including audio-visual equipment) on campus, for Association business, according to normal booking procedures and regulations.

Release Funds

- 6.7 Current practice will continue for provision of release funds.
- 6.8 Work in any year by Members on the Association's Executive Committee, Council, or other committees or sub-committees, shall be recognized as Service. The UGFA President, or designate, will provide written confirmation of the Member's specific participation in the work of the Union (i.e., the names of the committee(s)) to the Chair by August 15th of each year.

Article 7 - Academic Freedom

- 7.1 The Parties acknowledge that the common good of society depends upon the search for knowledge and its free exposition. Academic Freedom in universities is essential to both of these purposes in the scholarly pursuit of teaching and research.
- 7.2 The Parties agree to abide by the principles of Academic Freedom as expressed in this Article. Furthermore, the Parties recognize that universities are communities in which the right to criticize all aspects of society is valued and respected.
- 7.3 Academic Freedom is the right to examine, pursue, develop, and transmit knowledge and ideas through research, teaching, study, discussion, documentation, production, creation or writing. Academic Freedom specifically provides protection of:
- a) the pursuit of research, creative and scholarly activities, and publishing or making public the results thereof;
 - b) the ability to teach and discuss;
 - c) the creation or performance of works of art;
 - d) freedom in service to the University, discipline, or community through the application of professional or academic skills; and
 - e) freedom from institutional censorship; all without deference to prescribed doctrine.
- 7.4 Academic Freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather, Academic Freedom makes such commitment possible.
- 7.5 Academic Freedom does not confer legal immunity in respect of opinions that may be expressed or activities that may be undertaken, nor does it diminish the obligations of Members to meet their duties and responsibilities to the University.
- 7.6 The Parties agree to uphold and protect the principles of Academic Freedom as specified herein and take necessary steps to protect Members from harassment, threats, or abuse intended to limit or inhibit the exercise of Academic Freedom.
- 7.7 The exercise of Academic Freedom as per this Article shall not be grounds for disciplinary proceedings.

Article 8 - Conflict of Interest and Conflict of Commitment

Conflict of Interest

- 8.1 In this Article, relationship means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage, or common-law relationship, and any relationship (including with a student) of an intimate and/or financial nature during the preceding five years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.
- 8.2 An actual or apparent conflict of interest arises where a Member is in a situation where his/her financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University, or with the Member's participation in any recommendation or decision within the University.
 - 8.2.1 An actual or apparent conflict of interest arises when a Member becomes involved in a sexual or otherwise intimate relationship with a student.
- 8.3 A Member has a responsibility to ensure that conflict situations, wherever and whenever they arise, are identified and disclosed in writing to the Dean, University Librarian, or in the case of Veterinarians, Director.
- 8.4 The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict to the Dean, University Librarian, or in the case of Veterinarians, Director, as soon as possible after becoming aware of it.
- 8.5 Following receipt of a notice of conflict, the Dean, University Librarian, or in the case of Veterinarians, Director, shall determine in a timely fashion whether a conflict, actual or apparent, exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict.
- 8.6 Where a conflict of interest has been asserted by a third party, the Dean, University Librarian, or in the case of Veterinarians, Director, shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter. Following this, the decision shall be communicated immediately, in writing, giving reasons to the Member and, where appropriate, to any third parties.
- 8.7 No Member shall knowingly participate in any decision, including academic decisions, that directly and preferentially benefits himself/herself or any individual with whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in 8.1.
- 8.8 Notwithstanding the conflict obligations as set out in this Article, an individual will not be denied an appointment solely on the grounds of family relationship.

Conflict of Commitment

- 8.9 With the acceptance of a full-time appointment at the University, a Member makes a professional commitment to the University. Members are expected to direct the primacy of their professional commitment to the University. Recognizing that external professional activities can bring benefits to, and enhance the reputation of, the University, and the capacity of Members, the University agrees that Members may engage in part-time professional activities, provided that such activities are not undertaken in conflict with this Agreement and do not conflict or interfere with the Member's responsibilities to the University as defined in this Agreement.
- 8.10 Members must refrain from any external activity which interferes with a Member's responsibilities to the University. A Member will not use his/her University position to promote and/or advance his/her private interests.
- 8.10.1 With the exception of 8.10.1.1, unless prior written approval has been provided by the Dean/AVPR, no Member shall engage in external employment within a 150 kilometer radius of OVC, in his/her area of specialty that is in direct competition with OVC or with analytical services provided by the AHL.
- 8.10.1.1 Continuing Appointment and Tenure-track Members employed in the OVC-HSC as of August 5, 2011 with a current appointment of less than 80% are exempted from the restrictions of 8.10.1.
- 8.11 If a Member plans to undertake an external activity that may interfere with some of the aspects of the Member's University responsibilities, the Member must disclose and seek, in writing, prior approval from the Dean, University Librarian, or in the case of Veterinarians, Director. The disclosure shall be in writing and shall include:
- a) a full description of the nature of the work or activity;
 - b) an estimate of the time required to perform the work or the time period during which the work will be performed;
 - c) the extent, if any, of the use of University facilities, supplies, support staff or students;
 - d) any other external activities that have already been approved in that year or that are continuing from an earlier year; and
 - e) the impact the activity will have on Teaching, Scholarship, and Service responsibilities.
- 8.12 The request for approval will be considered as soon as possible and a decision will be rendered in writing within ten (10) days. If approval is denied, or offered only on conditions, the Member shall be provided with reasons, in writing, for the decision.
- 8.13 Whenever the significant external activities of a Member change materially, the Member is obligated to inform the Dean, University Librarian, or in the case of Veterinarians, Director, in writing. Members should disclose expected changes at least thirty (30) days before the activity is to commence and prior to the Member making a firm commitment to undertake the activities.
- 8.14 All information or reports disclosed in accordance with this Article will be confidential.

Article 9 - Employment in External Remunerative Activities

- 9.1 Tenure-track and Tenured Faculty Members are permitted to earn additional income from external activities, providing that all such activities are arranged so as not to conflict or interfere with their overriding commitment and primary professional loyalty to the University.
 - 9.1.1 The teaching of courses on Overload (as per Article 23) shall not be considered external remunerative activity.
- 9.2 A Tenure-track or Tenured Faculty Member will be alert to the possible effects of his/her outside activities on their obligations to the University and is responsible for consulting with his/her Dean before becoming involved in any outside activity that could lead to a conflict or the appearance of a conflict in accordance with Article 8: Conflict of Interest and Conflict of Commitment.
- 9.3 Tenure-track and Tenured Faculty Members may engage for up to twenty-five (25) days per year in appropriate external remunerative activities such as consulting, private contract work, entrepreneurship, or teaching at another institution, provided that timing of these activities does not conflict with their assigned academic responsibilities.
- 9.4 The scheduling of external remunerative activities will be arranged with the Dean and, where a major commitment of time is anticipated, recorded in a written agreement. If this is an ongoing commitment, the agreement and arrangements will be reviewed annually.
- 9.5 In all cases, the Faculty Member will undertake to ensure that the external remunerative activities will not conflict with his/her primary commitments to Teaching, Scholarship, and Service.
- 9.6 In special cases, external remunerative activities in excess of twenty-five (25) days per year may be requested of and considered by the Dean. If there is an ongoing need for more than twenty-five (25) days, a part-time appointment or leave without pay will normally be appropriate.
- 9.7 By April 1 of each year, the Dean shall remind Tenure-track and Tenured Faculty Members of the requirement to complete a standard University form as per 9.8 below.
- 9.8 Before May 1 of each year, each Tenure-track and Tenured Faculty Member will inform his/her Chair whether or not he/she has been engaged in external remunerative activities by completing a standard University form. For Faculty Members who have engaged in external remunerative activities, such form will indicate the nature and time devoted to these activities conducted within the previous calendar year.
- 9.9 The Faculty Member agrees that there will be no unapproved use of University facilities and/or resources associated with external remunerative activities. Such activities shall not use institutional facilities except for the library and/or a private office unless written approval of the Dean has been obtained. The Faculty Member agrees to pay for any University resources used in his/her external remunerative activities, such as computer time, laboratory equipment and supplies, telephone calls, secretarial services, reproduction services and outside mail services.
- 9.10 The Faculty Member may identify her/himself as an employee of the University of Guelph. The Member may not, however, state that he/she is a representative of the University of Guelph in such activities without prior written permission of the Provost or designate.
- 9.11 The provisions of this Article shall apply mutatis mutandis to Librarians.

Article 10 – Duration and Copies of the Agreement

Duration

10.1 The terms of this agreement shall be in effect from July 1, 2017 to June 30, 2021.

Copies

- 10.2 The University and the Association will jointly prepare the master copy of the draft form of the Agreement needed for ratification, including those Appendices which the University and the Association agree should be distributed.
- 10.3 Subsequent to ratification, the University and the Association shall cooperate in preparing four (4) original signed copies of the Agreement. The process shall not delay the implementation or signing of the Agreement.
- 10.4 Within sixty (60) days of the preparation of the four (4) original signed copies of the Agreement by the Parties, the University shall make the Collective Agreement available on the Provost's website. The electronic version of the Agreement shall be fully searchable and have a Table of Contents with listed articles linked to the relevant text. Management shall provide the Association with a web-ready electronic version of the Collective Agreement. Management shall ensure there are sufficient hard copies of the Agreement available to provide a copy to those Members with accessibility issues, at no cost to the Member or the Association.
- 10.5 The University shall provide the Association with one hundred and twenty-five (125) additional copies of the Agreement at no cost to the Association.
- 10.6 The letter of appointment of a Member hired subsequent to the signing of this Agreement shall provide the address to access the electronic version of the Collective Agreement.

Article 11 - Dues Check-Off

- 11.1 The University shall deduct from the pay of every Member of the Bargaining Unit such fees, dues, or assessments as may be authorized from time to time, in writing, by the Association.
- 11.2 The Association shall advise the University in writing of any proposed change in the level of these dues at least one full month in advance of the month in which the proposed change would be effective. The Association shall limit the number of changes to no more than three (3) per calendar year.
- 11.3 The University shall remit the amounts deducted pursuant to Article 11.1 to the Association on or before the second pay of the month in which deductions have been made. When the amounts are remitted, the University shall inform the Association of the names, ranks and department numbers of Members from whose salaries deductions have been made, the amount so deducted from the Members' salaries, and the year-to-date totals.
- 11.4 The Association agrees to indemnify and save the University harmless from any claims or any liability arising out of deductions of money for dues made in accordance with the Association's instructions.

Article 12 - Joint Committee

- 12.1 A Joint Committee shall be established within one month of the ratification of this Agreement by the Parties.
- 12.2 The Joint Committee shall be composed of four (4) representatives of the Association (named by the Association) and four (4) representatives of the University (named by the University). At least two (2) representatives of the University and two (2) Members of the Association must be present at any meeting of the Joint Committee.
- 12.3 The Joint Committee shall review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the Grievance and Arbitration procedures set out in Article 40. The Joint Committee shall attempt to foster effective communications and working relationships between the Parties and shall attempt to maintain a spirit of mutual co-operation and respect. In light of this objective, this Article does not preclude the occurrence of informal meetings between representatives of the Association and the University to attempt to resolve differences that may arise from time to time.
- 12.4 The Joint Committee shall meet once a month from September to June inclusive, and at other times as it decides. Regular meetings may be waived by agreement of both Parties. In addition, the Joint Committee shall convene a meeting within fifteen (15) days following receipt of written notice from either the Association or the University. Each member of the Joint Committee shall receive notice no less than five (5) days before the scheduled date of any meeting, and shall receive the agenda of each meeting at least two (2) days in advance of the meeting.
- 12.5 The Joint Committee shall not have the power to add to, or to modify, the terms of this Agreement.

Article 13 - Correspondence and Information

- 13.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement, or incidental thereto, shall pass between the Provost and the President of the Association, or their designates. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal mail service. Correspondence to the Association shall be copied to the Executive Officer or designate.
- 13.2 The University shall provide the Association with the following information in a mutually agreed-upon paper or electronic format:
- a) by the end of the calendar year, an annual list of all Members containing their names, date of hire, categories of appointment, ranks, years of appointment to current rank, birth dates, University addresses, genders, salaries, stipends, Departments, highest degrees obtained, and years of highest degree;
 - b) by the end of each semester, a list of the names of all Members whose employment has been terminated, the dates of such terminations and the categories of terminations, such as, but not limited to dismissal, expiration of contract, death, resignation, or retirement;
 - c) no later than thirty (30) days following the appointment of a new Member, a list containing the name, category of appointment, rank, salary, birthdate, gender, Department, DOE, and University address of such Member;
 - d) by July 1st of each year, an annual list of the names and new ranks of Members who have received Tenure and/or Promotion and the effective dates of such Tenures/Promotions;
 - 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.
 - h) Copies of position descriptions shall be provided to the Association upon written request.
 - i) Copies of all health benefit contracts shall be provided to the Association upon written request.
 - j) Benefit usage rates shall be provided to the Association no more than once per year upon written request.
 - k) No later than February 15 of each year the University shall provide the Association with a list of Departments/Schools that have confirmed distribution of final teaching schedules (per Article 18.20) to Members.
- 13.3 The University shall provide to the Association the following information within one month of the information becoming available to the body or agent that normally receives the information, unless a different time is specified below. This requirement may be satisfied by publication of the following information on a University website to which the Association has access:

- a) when they have been approved by the Board, the University's annual audited financial statement and semesterly reports of the University, including all appendices, supplements and ancillary documents;
- b) a copy of the approved University budget;
- c) when they are distributed to Board members, notice, agenda, and accompanying exhibits for public sessions of the meeting of the Board of Governors, and after approval by the Board, minutes of the previous meeting;
- d) at the time of distribution, notice of meeting, agenda, and a copy of the public minutes of the Senate;
- e) at the time of election or appointment, the names and University addresses, if any, of all persons appointed or elected to positions on the Board of Governors and the Senate, together with the names of all persons appointed or elected to the Board of Governors or Senate committees, with any terms of reference for those committees; and
- f) such other information as may be set out elsewhere in this Agreement.

13.4 The Association agrees to provide the University with the following information:

- a) a list of all persons authorized to represent the Association to the University, updated within one week of any change;
- b) a list of the officers and other members of the Executive Committee of the Association, within one month of such membership being established;
- c) a copy of each Association newsletter or bulletin, at the time of issuance to Members;
- d) a copy of the current Constitution and By-laws of the Association, as amended from time to time; and
- e) such other information as may be set out elsewhere in this Agreement.

This information may be provided in whole or in part by publication on the Association's public website.

13.5 It is agreed that there may be additional information needs identified between the Parties. Such additional needs will be discussed through Joint Committee, and the Parties will attempt to mutually agree on what information is required and the dates on which such information might be provided.

13.6 Unless otherwise provided for by this Agreement, the University's internal mail shall be deemed adequate for correspondence between the Association and the University.

Article 14 - Member's Official File

General

- 14.1 The University shall maintain an Official File for each Member.
- 14.2 Maintenance of the Official File shall be the responsibility of the Dean, University Librarian, or in the case of Veterinarians, Director.
- 14.3 It is recognized that copies of some or all of these materials may be used for normal University administrative purposes. Copies of these documents may be filed elsewhere for such purposes. Official Files and any copies of documents shall be clearly marked as "confidential" and maintained in a secure manner. All restrictions specified in this Article that apply to the Official File apply equally to all copies of part, or all, of the File.

Contents

- 14.4 The Official File of each Member shall contain only materials pertaining to the employment of the Member.
- 14.5 The documents and materials retained may include, but are not limited to, materials such as:
- a) Member's curriculum vitae, supplied by the Member, as updated from time to time;
 - b) university transcripts;
 - c) Member's Letter(s) of Appointment;
 - d) salary and work history;
 - e) documentation arising from the application of the provisions of Article 39: Discipline;
 - f) assessments of the Member;
 - g) signed letters of commendation or complaint;
 - h) decisions and recommendations together with reasons arising from human resource decisions;
 - i) DOE and/or position description, if applicable;
 - j) correspondence; and
 - k) copies of materials reflecting professional development and achievement.
- 14.6 With the exception of aggregated student surveys/evaluations, including but not limited to course evaluations, and subject to Article 14.14, no anonymous material shall be kept in the Official File or submitted as evidence in any formal decision or action involving a Member.
- 14.7 A Member shall be notified in writing of any addition to, or removal from, his/her Official File, excluding routine financial information and material added pursuant to routine file maintenance carried out in the office where the File is maintained. Such notification shall occur within twenty (20) days of such addition or removal.
- 14.8 Any material removed from Official Files must be retained by the University for forty (40) days from the date that written notification is sent pursuant to Article 14.7. The University shall consider requests of Members for such material.

Access and Rights

- 14.9 Members have the right to examine, after giving two days' notice, the entire contents of their Official File during normal business hours. The examination shall be carried out in the presence of a person designated by the Dean, University Librarian, or in the case of Veterinarians, Director. Members may be accompanied by a colleague or an Association representative. Members shall not remove their Official File, or parts thereof, from the office where it is held, nor shall Members annotate, or in any way alter, the Official File during this examination.
- 14.10 A Member shall have the right to have included in his/her Official File his/her written comments on the accuracy, relevance, meaning, or completeness of any of the contents of his/her Official File. These comments may include supplementary documents considered relevant by the Member.
- 14.11 A Member may request in writing to the Dean, University Librarian, or in the case of Veterinarians, Director, the removal from his/her Official File of any material that the Member contends is false, inaccurate or irrelevant to the purposes for which the Official File is kept.
- 14.12 The Dean, University Librarian, or in the case of Veterinarians, Director shall decide within twenty (20) days whether or not to remove the impugned material. For any impugned material not removed, the Dean, University Librarian, or in the case of Veterinarians, Director, shall render a decision in writing, stating the reasons for the decision.
- 14.13 A Member may, through written request, obtain a copy of any document in his/her Official File. Electronic copies, if available and requested, shall be provided free of charge. Other charges to Members for copies shall not exceed the per-page charge routinely levied for photocopying at the University.

Release of Information

- 14.14 None of the contents of the Official File shall be released or made available to any person without the express written consent of the Member concerned, except when required:
- a) for official University administrative purposes;
 - b) for Grievance and Arbitration purposes;
 - c) by this Agreement; or
 - d) by law.
- 14.15 Access to the contents of an Official File for official University administrative purposes, for Grievance and Arbitration purposes, or as allowed by this Agreement shall be accompanied by a formal statement informing those concerned of the confidential restrictions on the use of the File. Access to the contents of an Official File in the case of Article 14.14 (d) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted by the Provost or designate. The University shall notify the Member concerned, stating the person or persons granted access to the File and the legal reason for granting this access, unless such notification is prohibited by legal statute.

Assessment Files

- 14.16 Any files and associated materials created for assessment purposes as part of the Tenure and Promotion and Review deliberations shall be deemed to be the Assessment File and shall be part of the Official file.
- 14.17 Until documents are placed in the Official File, they shall not be used for assessment or evaluation of a Member.
- 14.18 Copies of all solicited letters of reference or assessments for Promotion or Tenure/Continuing Appointment considerations shall be placed upon receipt in the Official File of the Member without letterhead and with signature(s) blocked. Only the Dean, University Librarian, or in the case of Veterinarians, Director, may retain the complete originals of such letters, in a file separate from the Official File.
- 14.19 All assessments concerning the evaluation of a Member shall be in writing, be signed, and be included in the Official File.

Article 15 - Maintenance of the Scholarly and Professional Environment

Faculty

- 15.1 The University acknowledges that a critical mass of full-time Tenure-track and Tenured Faculty Members engaged in Teaching, Scholarship, and Service, is essential to enable the University to achieve its academic mission. The Parties agree that work performed by Contractually Limited Faculty, while of value to the institution, does not satisfy this need.
- 15.2 While portions of the work of Faculty Members may be carried out by others, the complete scope of responsibilities as outlined in Article 18: Faculty Member Rights and Responsibilities shall only be assigned to Faculty Members. This clause does not apply to Faculty on the Board of Governors, Assistant and Associate Deans, Deans, Assistant Vice-Presidents, Associate Vice-Presidents, Vice- Presidents, and the President.

Librarians

- 15.3 The University agrees that the work performed by Librarians is essential to the success of the Library in meeting its academic mission. Librarian Members play a critical role in developing and delivering Library information services; assessing, selecting, and ensuring the preservation of information resources; managing staff and financial resources; planning technological infrastructure; information literacy instruction; fostering consortia and partnership initiatives; and strategic planning and goal setting within the Library and affiliated Units.

Veterinarians

- 15.4 The University agrees that the work performed by Veterinarian Members is of central importance to the success of the units in which they work. Veterinarian Members provide a range of clinical and professional services to the unit in which they work, the University, and external clients. Veterinarian Members make important contributions to the professional, scholarly and pedagogical environment of the University and the discipline of veterinary medicine.

Article 16 - General Liability Insurance

- 16.1 The University shall provide insurance coverage in respect of the liability of Members acting within the course of their employment, to the extent provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE) policies now in force.
- 16.2 A copy of the policies of insurance, as amended or substituted from time to time, shall be provided to the Association.
- 16.3 Members who determine that the insurance coverage provided by the University is not adequate to meet their individual needs may purchase additional insurance at their own expense.
- 16.4 Responsibility for the management of any claim covered by the University's insurance policies rests solely with the insurer.
- 16.5 Timely notice will be given to the University of any action or claim of which a Member has knowledge, or of any occurrence or situation that a Member ought reasonably to know might give rise to any action or claim.
- 16.6 Members will be informed by the University in a timely manner of a circumstance, investigation, inquiry, or complaint that will lead to legal action against the Member.
- 16.7 A Member who is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of the Member's employment responsibilities shall be indemnified for any damages awarded against the Member and for the necessary and reasonable costs incurred in the defence of such action except where recklessness or willful neglect is established on the part of the Member.
- 16.8 This Article and any insurance obtained pursuant to it does not apply to legal action initiated by a Member nor to any civil or criminal proceedings that might be initiated by the University against a Member.
- 16.9 A Member who is charged with a criminal offence because of acts done in an attempted performance in good faith of the Member's employment responsibilities, and finally acquitted, or if the charge is dismissed, he/she shall be indemnified for the necessary and reasonable costs incurred in the defense of such charges.

Article 17 - Working Conditions

- 17.1 The University acknowledges a continuing responsibility to maintain an environment in which the academic and professional functions of Members may be effectively carried out.

Security

- 17.2 The University shall consider and respond in a timely manner to personal security concerns that a Member or the Association brings to the University's attention.
- 17.3 The Joint Committee shall discuss measures to deal with issues surrounding personal security brought to it by either Party.

Facilities

- 17.4 Consistent with a Member's responsibilities, the University undertakes to provide a reasonable level of facilities and support services, which include, but are not limited to: suitable office space and furnishings, a telephone, mail, and access to photocopying services and basic office supplies.
- 17.5 The University shall not be responsible for telephone charges other than those associated with assigned responsibilities.
- 17.6 Any reassignment or alteration of work space shall be discussed with the Member directly affected as soon as the need for reassignment or alteration has been determined.

Privacy and Data Protection

- 17.7 The Parties agree that Members have a reasonable right to privacy in their personal and professional communications and files, whether on paper or in an electronic form. The University of Guelph shall maintain a system of internal controls and procedures designed to provide reasonable assurance that information systems established, supported, or used by the University are secured against loss and unauthorized use, access, destruction, or modification.

Software and System Changes

- 17.8 Where the University proposes or intends to implement the use of a software or a significant change to the systems environment that has the potential to significantly affect the terms and conditions of employment of a number of Members, it shall first hold meaningful consultations with the Association through Joint Committee prior to adoption.

Article 18 - Faculty Member Rights and Responsibilities

General Duties

- 18.1 The duties of Members shall be an appropriate combination of Teaching, Scholarship, and Service.
- 18.2 A Faculty Member shall have Academic Responsibilities in each of the three areas as described in 18.5 to 18.9 of this Article, unless there is a written agreement between the Dean and the Faculty Member to the contrary. Any such agreement shall be consistent with the provisions of this Collective Agreement.
- 18.3 In fulfilling their Academic Responsibilities, Faculty Members are expected to adhere to regulations of Senate.
- 18.4 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Faculty Member or his/her Chair. In cases of disagreement between the Faculty Member and his/her Chair, the Dean or designate will decide, communicating his/her decision to the Faculty Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 18.5 A Faculty Member's responsibilities in the area of Teaching include some or all of the following:
- a) making available to students knowledge of the current state of the discipline;
 - b) participating in the design of the courses and programs of the University;
 - c) performing assigned teaching responsibilities;
 - d) assessing the academic work of students;
 - e) being available to students for consultations and academic advising;
 - f) being available as a supervisor and/or academic advisor and/or as a member of a graduate committee to students who are engaged in research and in the preparation and defense of theses or project reports; and
 - g) if applicable, supervising teaching assistants.
- 18.5.1 Where a Faculty Member is a Regular Member of the Faculty of Graduate Studies, normally that Faculty Member is expected to play an active role in graduate education.
- 18.6 A Faculty Member's Responsibilities in the Area of Scholarship include some or all of the following:
- a) the creation of new knowledge, understandings, or concepts;
 - b) the creative application of existing knowledge;
 - c) the organization and synthesis of existing knowledge;
 - d) creative expression; and,
 - e) if applicable, mentoring graduate students to do some or all of a) through d).
- 18.7 These responsibilities require adherence to the ethical standards of the Member's academic discipline(s) and the recognized ethical standards of the national granting councils.

- 18.8 Each Member shall be entitled to, and expected to, engage in, and have time available for, research and creative and scholarly activities. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of such work accessible to the scholarly and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.
- 18.9 A Faculty Member's Responsibilities in the Area of Service:
- a) Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies (for example, Department, College, and Senate committees). Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent. The Dean shall make every effort to ensure that Service commitments are equitably shared.
 - b) Members have the right to participate in the work of learned societies, relevant community service organizations, and professional organizations. A Member's service to such societies and associations shall be considered in the assessment of his/her Service Responsibilities, and shall be treated in the same way as similar duties performed within the University.
 - c) Members have the right to participate in the work of community organizations related to their discipline, including but not limited to, community based teaching (i.e., extension activities), community service where the Member has made an essentially non-remunerative contribution by virtue of special academic competence, and contributing to community projects related to the role of the University. Participation in such activities must not conflict with the fulfilment of the Member's responsibilities within the University.
- 18.10 The University shall make available transportation, at no charge, to any Member who is assigned duties at the University of Guelph-Humber.

Distribution of Effort (DOE)

- 18.11 A DOE for each Member shall be defined in his/her Letter of Appointment and as mutually negotiated in any subsequent agreements documented in the Member's Official File. The DOE defines the relative effort with respect to activities undertaken in fulfillment of his/her academic responsibilities in the areas of Teaching, Scholarship, and Service.
- 18.12 The DOE shall be the basis for the assignment of duties. The translation of DOE percentages into Teaching and Service assignments, while it may vary from Department to Department, must be clearly delineated for the Members of each Department. The DOE may only be modified through negotiation and agreement of the Dean and the Member.
- 18.13 Unless otherwise agreed to in writing by the Dean and the Faculty Member, the default DOE shall be forty percent (40%) teaching, forty percent (40%) Scholarship, and twenty percent (20%) Service.

Amendments to the DOE

- 18.14 The DOE of a Faculty Member who is a Chair of a Department shall be adjusted at the time of the administrative appointment to recognize the adjusted proportion of Service.

- 18.15 A discussion regarding a change to a Faculty Member's percentage of effort in Teaching, Scholarship, and/or Service may be requested by one or more of the Faculty Member, the Chair, and his/her Dean. Every Faculty Member may request a meeting with his/her Chair to review his/her DOE. The meeting shall take place within fifteen (15) days of receipt of the request, or at a mutually agreed upon time.
- 18.16 Any arrangements that alter a Faculty Member's agreed upon DOE must be by mutual agreement, in accordance with the Faculty Member's career development within the context of Department operational requirements, and consistent with the provisions of this Agreement. It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Teaching, Scholarship, and Service and shall not alter the percentage workload of a Faculty Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointment.
- 18.17 Following the meeting in 18.15, the Chair shall provide the written request for amendment to the Dean. The Dean, in consultation with the Chair, will decide whether to approve the request for amendment to the Faculty Member's DOE. Within fifteen (15) days of receipt of the request, the Dean will notify the Faculty Member in writing of the decision and in the event of a negative decision will include reasons. Within ten (10) days of receipt of the decision from the Dean, a Faculty Member may appeal the decision of the Dean to the Provost. The Provost shall notify the Faculty Member and Dean in writing, with reasons, of his/her decision.
- 18.18 A change to a Member's DOE will only be made with the consent of the Member.
- 18.18.1 The provisions of 18.18 may be modified by Letter of Understanding #9 within this Collective Agreement.

Workload

- 18.19 In recommending/determining a Member's teaching workload, the Chair and Dean shall use a fair, equitable, and transparent method. A Faculty Member's teaching assignments may vary from year to year in recognition of the needs of the University and when possible to reflect the interest and teaching strengths of the Faculty Member. These variations will be taken into account by the Dean when approving teaching assignments. The Dean will ensure that the teaching assignments of Faculty Members are as fair and equitable as is reasonably possible, both within the academic unit and across the College.
- 18.19.1 The Chair shall circulate a memo to all Members in his/her Academic Unit that seeks input (within the Member's allocated teaching effort (DOE)) with respect to required/core courses and elective courses the Member would like to teach. Members cannot claim ownership of a particular course.
- 18.19.1.1 The Member shall provide the Chair with a signed completed teaching request form outlining courses the Member wishes to teach. The teaching request form shall include an area where the Member may comment on past requests and assignments.
- 18.19.1.2 Through consultations (e.g., circulation of draft teaching assignments) with Members of the Academic Unit (e.g., through the Curriculum Committee and/or Chair's Council), the Chair makes a recommendation to the Dean on teaching assignment.

- 18.19.1.3 The Chair shall note, where applicable, issues that the Dean needs to resolve.
- 18.19.1.4 A copy of the signed Teaching Request Form shall be placed in the official file.
- 18.19.2 Each Department shall have a promulgated process for assigning teaching assistants (TAs) that is fair, equitable, and transparent. A Member's request for TA support may be made known to the Chair in response to the memo circulated as per 18.19.1 above.
- 18.19.3 Teaching workload norms in Departments/Schools shall be no more than those in effect as of the date of the Agreement. Where new academic units are created (including through amalgamation of existing unit(s)), the newly established teaching workload norms shall be established in the context of the operational requirements of the new unit. The norms shall come into effect only following a ratification in which 2/3 of affected Members vote in favour.
- 18.20 The Dean, or designate, on the recommendation of the Chair, shall finalize the Member's assigned teaching, including E-Learning courses, in writing at eight (8) months in advance of the commencement of the assigned teaching. A copy of the finalized teaching schedule shall be provided to all Members in the Academic Unit by the Dean at least six (6) months in advance of the commencement of the assigned teaching. This schedule shall include, for each course, the instructor, estimated enrollment, teaching assistant support, and the current DOE of each Member. Any change in a Member's assigned teaching made less than eight (8) months in advance of the commencement of the assigned teaching shall take place only when a significant change in circumstances has occurred and in consultation with the Member. Appeals regarding TA support shall be submitted to the Dean.
- 18.21 The University recognizes that the development of an E-Learning course may be more complex than that of a classroom-based course. No Member shall be assigned the development of an E-Learning course without his/her consent. When the development of an E-Learning course is part of the assigned workload of a Member, a written statement of the equivalency will be provided in advance, and the credit given shall be at least equivalent to the credit value of the course.
- 18.21.1 In assigning the teaching of an E-Learning course, the Dean shall take into consideration the complexity and the potentially greater level of preparation required for an E-Learning course as well as the Member's overall teaching workload. The Dean will also take into consideration the amount of technical support required. In all instances, a written statement of the equivalency of the E-Learning course to a classroom-based course will be provided in advance by the Dean. The teaching of a E-Learning course shall be considered equivalent to the teaching of a classroom-based course of the same credit weighting.
- 18.21.2 The Dean will ensure that the appropriate technical support and training are provided.
- 18.21.3 The weighting of an E-Learning Course for the purposes of Promotion and Tenure and Performance Assessment considerations shall be the same as that of a classroom-based course.
- 18.22 Unless indicated in the Letter of Appointment or through mutual agreement of the Faculty Member and the Dean, no Member shall be assigned teaching responsibilities at the Regional Campuses and/or Guelph-Humber.

- 18.23 Assigned Service shall take into account a Faculty Member's total Service commitments (Department, College, University, and External). A Member serving on an external agency or with extraordinary scholarly or contractual commitments may request an adjustment to his/her DOE.
- 18.24 When the University requests, and the Member consents, that a Member perform significant administrative duties or services, there shall be an adjustment in the Member's DOE commensurate with the additional administrative responsibilities.
- 18.25 The Dean is responsible for ensuring that every Department has a fair and transparent process for the equitable assignment of teaching assistants.

Procedures for Assigning Workload

- 18.26 Newly-appointed Members shall have at least 0.5 credit teaching release, at least once, in the first three (3) years of appointment.
- 18.27 Classes assigned to a Member shall be scheduled to permit twelve (12) hours to pass between the completion of teaching one day and the commencement of same on the next day, unless the Member agrees otherwise. No Member shall be assigned, on any day, a class schedule that requires more than three (3) consecutive hours of classroom contact, excluding labs. Exceptions for special circumstances (e.g., six week courses) may be made with the agreement of the Member.
- 18.28 Where a Member is assigned clinical service in the OVC-HSC, he/she will be required to provide no more than a proportionate share of duties. Assignment of clinical service shall be made with due regard to a Member's DOE and shall be fair, equitable, and transparent.
- 18.29 A Faculty Member's clinical service assignment will be scheduled by the Dean or designate in consultation with the Member and his/her Chair.
- 18.30 The Dean or designate will consult with a Member prior to making significant changes to his/her work schedule. This consultation will occur at least thirty (30) days in advance, except in cases of emergencies. Changes made under emergency circumstances shall be deemed to be temporary in nature until such time as the University has met its obligations to consult with the Member. The University shall implement such changes fairly and equitably.

Research and Development Semester

- 18.31 A Faculty Member holding a Full-time Tenured, Tenure-track or Contractually Limited appointment of one or more years and who has assigned teaching responsibilities for two semesters in an Academic Year will devote a third semester to research and scholarly activities, except as modified in 18.31.1, 18.31.2, or 18.32, where the R/D semester will be deemed to have been taken (i.e., there is no 'banking' of time for a R/D semester to be taken at a later date).
- 18.31.1 A Faculty Member may request to have assigned teaching responsibilities for three semesters in an Academic Year. Such requests shall be subject to the approval of the Dean.
- 18.31.2 A Faculty Member with an agreed-upon effort of greater than or equal to 70% in the area of teaching may be assigned teaching responsibilities for three semesters in an Academic Year. In such cases, the assigned teaching for the third semester shall not

exceed a one-course assignment. In addition, teaching in the third semester may only occur on a biennial basis.

- 18.32 By mutual agreement, the Faculty Member and the Dean may choose to reschedule the timing of a Research and Development Semester so that teaching occurs in three (3) semesters.
- 18.33 With the exception of 18.31.1, 18.31.2, and 18.32, a Faculty Member may not be assigned teaching responsibilities for more than four (4) consecutive semesters or have more than two (2) consecutive semesters entirely as Research and Development Semesters.
- 18.34 In the case of a Faculty Member who plans to be absent during a Research and Development Semester, it will be the joint responsibility of the Chair and the Faculty Member to ensure that arrangements have been made for the execution of all normal responsibilities, including the supervision of any student or students for whom the Faculty Member is responsible. If the arrangements cannot be made to the satisfaction of the Chair and Faculty Member, the matter will be referred to the Dean for resolution.
- 18.35 The Dean, upon recommendation of the Chair, will approve the scheduling of the Faculty Member's Research and Development Semester.
- 18.36 Approved Leaves of Absence (e.g. Parental Leave, Study/Research Leave) will not result in any change to the normal scheduling of the Faculty Member's responsibilities. The normal pattern of the Faculty Member's Research and Development semesters will continue in the Faculty Member's absence.

Article 19 - Faculty Appointments

Definitions

- 19.1 All Faculty Members shall have an Appointment corresponding to one of the following types:
- 19.1.1 Tenure-track Appointment is an appointment at the rank of Assistant Professor leading to consideration for the simultaneous granting of Tenure and Promotion to the rank of Associate Professor, or an Appointment at the rank of Associate Professor leading to consideration for the granting of Tenure.
- 19.1.2 Contractually Limited Appointment is an appointment for a specified period not to exceed five (5) years. See article 19.5 below. An appointee in such a position is eligible for consideration for promotion in rank, but is not eligible for consideration for the granting of Tenure. Non-renewal of a Contractually Limited Appointment does not constitute dismissal under the provisions of Article 39: Discipline.
- 19.1.3 Tenured Appointment is an appointment with rank and DOE involving Academic Responsibilities according to the provisions of Article 18: Faculty Member Rights and Responsibilities. Tenure may be conferred:
- a) following successful completion of a probationary period according to Article 21: Tenure, Promotion, and Review of Faculty; or
 - b) at the time of initial appointment, consistent with Article 21: Tenure, Promotion and Review of Faculty.
- 19.1.4 Tenured Faculty Members cannot be dismissed except, and only, for cause and in accordance with the provisions of Article 39: Discipline.

Ranks

- 19.2 Faculty Members shall be appointed at one of the following ranks:
- a) Assistant Professor; or
 - b) Associate Professor; or
 - c) Professor
- 19.3 A Tenure-track Appointment of an Assistant Professor without completion of his/her terminal degree will be for a maximum of two (2) years, at which point the Appointment will be terminated unless all of the requirements for the terminal degree have been completed. In exceptional circumstances, the Provost may extend this period.
- 19.4 A Tenure-track Appointment shall be for a maximum period of six (6) consecutive years, unless approved otherwise by the Provost, and is subject to the relevant provisions of Article 21: Tenure, Promotion and Review of Faculty.

Contractually Limited Positions

- 19.5 For Contractually Limited Appointments, at the end of five (5) years, the University will decide to terminate the position or convert the position to Tenure-track. When the decision is to convert the position to Tenure-track, the Dean, on recommendation of the Chair, may recommend to the Provost that the current incumbent be appointed to the Tenure-track Appointment, without a

search. The Provost's decision to appoint without a search will be final. If the decision is to deny the incumbent's Appointment to Tenure-track, the provisions of this Article will apply.

19.5.1 The University shall use reasonable efforts to offer Contractually Limited Appointments for Faculty that are 12 months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

Search Committee

- 19.6 The University will decide when there is an open position and will determine whether a search will be conducted external and/or internal to the University. Through consultation with Department Members, the Dean will determine the qualifications and specific duties required to fill a vacancy. For searches spanning more than one Department, the Dean or Dean(s) must:
- a) identify the Department(s) that are willing to participate in the search;
 - b) seek broad input on qualifications and duties;
 - c) constitute Search Committees to reflect the scope of the position.
- 19.7 Subject to Article 19.5 all vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.
- 19.8 In conducting an external search, the University shall advertise the position in the CAUT Bulletin and/or associated websites and other publications determined as appropriate by the University.
- 19.9 The information to be provided in the advertisement shall include, but not be limited to:
- a) the type of Appointment, as defined in this Article;
 - b) the qualifications, education, and skills required;
 - c) where applicable, rank;
 - d) any applicable equity provisions; and
 - e) the University of Guelph's employment equity statement.
- 19.10 The University will ensure that all members of the Search Committee have received orientation/training to address to address potential unconscious bias prior to the commencement of the advertisement and interview process. No Member shall be required to participate in this training more than once during the term of this Agreement.
- 19.11 The Search Committee shall consist of: the Chair; three (3) Members from, and elected by, the Department; and up to two (2) persons appointed by the Chair. At least two (2) of the three (3) elected Members must hold tenure.
- 19.12 For joint appointments, the Search Committee shall consist of: the Chair of the major Department; three (3) Members from, and elected by, the major Department; and up to two (2) persons appointed by the Chair. At least two (2) of the three (3) elected Members must hold tenure.
- 19.12.1 Exceptional Searches are rare appointments where the University cannot identify the eventual appointee's home Department at the time of the initiation of the search. The Search Committee shall consist of: the Chair of a Department (named by the Dean); four (4) Members elected from and elected by the Departments; and up to two (2) persons appointed by the Chair. At least three (3) of the four (4) elected Members must

hold tenure. Prior to the commencement of the search, the Association shall be advised.

- 19.13 Academic partner accommodation appointments must be reviewed for rank and acceptability by the standing Department Tenure and Promotion Committee.
- 19.14 Notwithstanding Articles 19.11, 19.12, and 19.12.1, when the nature of the search warrants broadening the composition of the search committee, the University shall ensure that:
- a) The Search Committee is chaired by a Member (i.e., Chair or designate appointed by the Dean);
 - b) The majority of the members of the Search Committee are elected Members (at least two of whom must hold tenure);
 - c) When there is a University representative (e.g., Associate Dean), they will be limited to one (1) and will hold non-voting ex-officio status.

Prior to the broadening of the search committee, the Association will be advised.

- 19.15 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 19.16 Exceptions to search committee structures (per 19.11 – 19.14) shall be made only with prior approval of the Association.
- 19.17 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean and the Provost that the candidate be appointed without an external search.
- 19.18 The Search Committee will be an ad hoc committee whose final membership must be approved by the Provost.
- 19.19 The University will provide all candidates who are interviewed with the contact information for the Association.
- 19.20 In accordance with the University's equity goals, the Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers.
- 19.21 Consistent with principles of employment equity, the Parties agree that:
- a) the primary criterion for appointment to positions in the University is academic and professional excellence; and
 - b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 19.22 Members who serve on Search Committees shall maintain confidentiality regarding the Committee's deliberations, documents, consultations, and proceedings.
- 19.23 Pursuant to Article 8: Conflict of Interest and Conflict of Commitment, should any member of the Search Committee, including the Committee's chair, have a conflict of interest, he/she shall declare it and withdraw from consideration of, and voting on, all relevant cases.

Candidate Assessment Procedures

- 19.24 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 19.25 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Dean with a recommended short list of candidates to be interviewed.
- 19.26 The Dean shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 19.27 The Dean shall facilitate the seeking of input from members of the Department or in the case of Joint or Exceptional Searches, Departments.
- 19.28 After interviewing the short-listed candidates, the chair of the Search Committee shall make written recommendation(s) to the Dean. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Search Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 19.28.1 For an Exceptional Search the respective Department Tenure and Promotion Committee will conduct a review of the Search Committee's recommended candidate(s) and will provide written recommendations to the Dean on whether the candidate(s) is recommended to be appointed to the Department, and if so, Rank and Tenure status.
- 19.29 In the case of an academic partner accommodation appointment, the standing Department Tenure and Promotion Committee shall make a written recommendation to the Dean as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.
- 19.30 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.
- 19.30.1 Academic partner accommodation appointments are not eligible for consideration for conversion of appointment to Tenure-track without a search as per 19.5.
- 19.31 While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list of recommended candidates from the Search Committee (and the Department Tenure and Promotion Committee(s) for an Exceptional Search). The Dean and Provost have the option of continuing the search.

Letters of Appointment

- 19.32 All offers of Appointment shall be issued by the Dean (following approval by the Provost), and will include, but not be limited to, the following:
- a) date of commencement and, where appropriate, date of termination of the Appointment;
 - b) rank;
 - c) salary;
 - d) type of Appointment as defined in Article 19.1;

- e) Distribution of Effort;
- f) any credit for years of service for eligible benefits (e.g., Study/Research Leave);
- g) Campus, Department and/or Unit in which the Appointment is made, including the position to whom the candidate will report;
- h) if applicable, date of final consideration for the granting of tenure;
- i) if applicable, the description of any special duties or conditions that may apply, consistent with the Agreement;
- j) a copy of guidelines respecting Tenure and Promotion expectations as per this Agreement; and
- k) contact information about the Association.

19.33 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

Joint Appointments

19.34 A Joint Appointment is an Appointment in two or more Departments, one of which shall be designated as the major Department for the Appointment.

19.35 The allocation of responsibilities among the respective units shall be set out in the Letter of Appointment.

19.36 The major Department shall be responsible for managing the joint assessment of performance and, where applicable, the Tenure and Promotion considerations, with input from the other Department.

19.37 A Joint Appointment of an existing Member may be reviewed, or a new joint appointment established, by the Dean concerned, with the agreement of the Member.

Article 20 - Appointments of Chairs/Directors of Schools

Chairs/Directors of Schools

- 20.1 For the purpose of this Article, Chair shall mean Chair of Department or Director of School. This Article does not apply to the OVC-HSC, AHL, or the Library.
- 20.2 A Chair shall be a tenured Member. Accountable to the Dean, the Chair is responsible for the orderly, effective, efficient, and collegial operation of his/her Department. The Chair has overall responsibility to ensure that Department practices and processes are formulated, promulgated, and followed, and that College and University policies and procedures are followed.
- 20.3 The Chair, through mentoring and facilitation, shall support each Member of his/her Department in the fulfillment of the Member's assigned responsibilities.
- 20.4 The Chair, through consultation with Members of the Department, formulates recommendations concerning policy or the matters of interest to the Department. Such recommendations shall be directed to the Dean.
- 20.5 The other responsibilities of the Chair are those assigned to the Chair in this Agreement and those in the Letter of Appointment, which shall be consistent with her/his status as a Member of the Bargaining Unit. Copies of the Letter of Appointment for Chairs, Acting Chairs, and Interim Chairs shall be provided to the Association. A Letter of Appointment is not required for a Deputy Chair.

Terms of Appointment of a Chair

- 20.6 The term of Appointment of a Chair shall normally be five (5) years. At the end of five (5) years, the term may be renewed once in accordance with this Article.
- 20.7 A Member who is a Chair shall receive an annual stipend at the time of the appointment to the position of Chair in accordance with Article 53: Compensation. At the conclusion of his/her appointment as Chair, the Member shall no longer be eligible for the Chair's stipend.
- 20.8 The DOE of a Member who is appointed as Chair shall, after discussion with the Dean, be adjusted to reflect the percentage allocated to Service.

Terms of Appointment of Deputy and Acting Chairs

- 20.9 In the event a Chair is going to be absent from campus for a period of less than one (1) month, the Chair may recommend, and the Dean, at his/her discretion, may appoint, a Deputy Chair. A Deputy Chair is not eligible to receive the administrative stipend. A Member shall not be appointed Deputy Chair without his/her consent.
- 20.10 In the event a Chair is going to be absent from campus for a period of one (1) month or longer, the Dean will appoint an Acting Chair who will be provided an administrative stipend for the period of the Acting appointment, on a pro-rata basis as per Article 53: Compensation.
 - 20.10.1 The term of an Acting Chair shall normally not exceed a period of one (1) year from the date of appointment. A Member shall not be appointed Acting Chair without her/his consent.

Terms of Appointment of Interim Chairs

- 20.11 Each Department shall normally have a Chair. In the event that the position of Chair becomes vacant due to illness, or an extended search process continues beyond the end of the Chair's term of appointment, the Dean may appoint an Interim Chair. The term of an Interim Chair shall not normally exceed a period of one (1) year from the date of appointment. A Member shall not be appointed Interim Chair without her/his consent. An Interim Chair will be provided an administrative stipend for the period of the appointment on a pro-rata basis as per Article 53: Compensation.
- 20.12 The appointment of an Interim Chair is not meant to replace the initiation of a search process. In the event that the position of Chair becomes vacant, a search committee will be struck as per Article 20.16 as soon as is practicable.

Renewal of a Chair for a Second Five (5) Year Term

- 20.13 The Dean will make his/her recommendation to the Provost. If the Provost decides the incumbent Chair will not be renewed for a second term, a Search Committee will be struck.

Search Committee for the Position of Chair

- 20.14 At the time of a search for a Chair, the Dean, in consultation with the Provost, shall convene a Search Committee.
- 20.15 The composition of the Search Committee shall be:
- a) two (2) Members designated by the Dean from outside the Department, one (1) of whom must be a Department Chair;
 - b) two (2) non-Members affiliated with the Department, designated by the Dean;
 - c) three (3) Members elected by the Department. At least two (2) of the three elected Members must hold tenure; and
 - d) the Dean, who will act as chair.
- 20.16 The Dean, in consultation with the Search Committee, may recommend to the Provost that an internal search be conducted.
- 20.17 If conducting an external search, the University shall advertise the position in the CAUT Bulletin or associated website, University Affairs, and other publications as determined by the University.

Assessment Procedures

- 20.18 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a short list of recommended candidates to be interviewed. The Dean and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.
- 20.19 The evaluation and ranking of the candidates by the Search Committee will be confidential.
- 20.20 The Dean will seek input from Department members and will facilitate input from members of the University community.
- 20.21 After interviewing the candidates, the Dean, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the Dean and Provost are not constrained by the ranking of the candidates, any appointment must be

made from this list. The Dean and Provost have the option of continuing the search.

Transition Leave

- 20.22 Upon completion of five (5) years or more in the position of Chair, the Member is eligible for two semesters of Transition Leave. However, the Chair is entitled to request Transition Leave with salary for up to one (1) of these semesters during a term of Appointment. If a Leave of more than one (1) semester is required during a term of Appointment, the incumbent will be expected to resign from his/her administrative appointment. A period of Transition Leave, at the end of the term of the appointment, is not considered to be part of the term of the appointment.
- 20.23 Transition Leave is intended to provide a Chair with sufficient time to re-establish or enhance his/her research and/or teaching skills to prepare him/her for return to the professoriate. So long as recognized scholarly objectives are being sought, both study and research activities, whether singly or in some combination, should be regarded as eligible to satisfy the purposes of the Transition Leave.
- 20.24 Transition Leave will be paid leave.
- 20.25 The two semesters of Transition Leave shall be continuous unless combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities. Transition Leave shall normally commence on either September 1 or January 1, immediately following the completion of the term of Chair, except by mutual agreement of the Member and the Dean.
- 20.26 A period of Transition Leave can be combined with a Research and Development Semester in accordance with Article 18: Faculty Member Rights and Responsibilities, during which time no teaching is assigned, as long as the total period does not exceed twelve (12) months, except by mutual agreement of the Member and the University.
- 20.27 Credited service toward eligibility for Study/Research Leave will be accumulated at the rate of one semester of credited service for each year served as Chair.

Transition Leave for Deputy, Acting, and Interim Chairs

- 20.28 An appointment to Chair of less than five (5) years or a part-time Chair, or to Deputy Chair, Acting Chair, or Interim Chair shall accrue Transition Leave as follows:
- 20.28.1 A Chair of less than five (5) years, or a part-time Chair, shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.28.2 Deputy Chairs (per 20.9) are not eligible to accrue credit toward Transition Leave.
- 20.28.3 Acting Chairs (per 20.10) shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.28.4 Interim Chairs (per 20.11) shall accrue credit toward Transition Leave on a pro-rata basis.
- 20.29 A written request for Transition Leave will be made to the Dean and will include:
- a) a statement of goals;
 - b) an activity plan;

- c) an indication of when and where the Leave is expected to be taken;
- d) where applicable, the results of the previous Leave; and
- e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.

20.30 Normally, requests are submitted to the Dean at least nine (9) months prior to the intended starting date of the Leave. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date of the Leave.

Article 21 - Tenure, Promotion, and Review of Faculty Members

- 21.1 This Article applies to Tenure, Promotion, and Review decisions of Faculty Members who hold Tenured or Tenure-track Appointments and to Promotion and Renewal decisions for Contractually Limited Faculty Members.
- 21.2 *The University of Guelph Act*, 1964 empowers the Board of Governors to promote and confer Tenure on Faculty Members on the recommendation of the President. The University will promote Faculty Members and grant Tenure to Faculty Members only in accord with the provisions of this Article.
- 21.3 The Dean will meet with each Member in the Faculty Member's first semester of appointment and will discuss the approved criteria for the granting of Tenure and Promotion to Associate Professor.
- 21.4 The Dean will notify the Member on an annual basis that both the Dean and the Chair are available to mentor the Member. In addition, the Dean shall meet with each Tenure-track Faculty Member before the end of April of each year of the probationary period to discuss the Member's progress towards and the possibility of application for Tenure and Promotion.
- 21.4.1 A record of the discussion mandated in 21.4 signed by both the Dean and the Tenure-track Member, shall be placed in the Tenure-track Member's Official File. In signing the document, the Dean and the Faculty Member are agreeing that it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 21.5 Faculty have the right to know explicitly what criteria are used for Tenure, Promotion, and Review purposes as well as reasons for decisions related to their Tenure, Promotion, and Review. The process must be transparent, fair, and equitable.
- 21.5.1 Approved Tenure and Promotion Guideline documents shall be posted on the Department/School Website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 21.6 The conferring of Tenure and Promotion to Associate Professor is a very important step in the relationship between the University and a Faculty Member and it should be decided upon only after careful consideration and attention to due process. The granting of Tenure and Promotion to Associate Professor recognizes academic competence and maturity and significant scholarly achievement, demonstrated by contributions to the academic functions of the University and to the Member's discipline within and outside the University. The conferring of Tenure and Promotion to Associate Professor obliges the University to support the career of the Member and it obliges the Member to continue to perform in a manner deserving of that support.
- 21.7 Promotion to Professor recognizes long-term, established, and outstanding Scholarship. It is granted in recognition of academic competence, maturity, and, normally, an established international reputation for achievement and expertise in the Member's field.
- 21.8 Contractually Limited Faculty Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration for Tenure and therefore the granting of Promotion to Contractually Limited Members does not confer Tenure.

- 21.9 In considering a Member for Tenure and Promotion to Associate Professor or Promotion to Professor, consideration will be given to the individual Member's life-time contribution in the areas defined in Article 18: Faculty Member Rights and Responsibilities.
- 21.10 Each candidate for Tenure and Promotion to Associate Professor or Promotion to Professor is expected to establish a record of performance in each of Teaching, Scholarship, and Service.
- 21.11 Consideration of the DOE accorded to Teaching, Scholarship, and Service by a Tenure and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.
- 21.12 While a candidate must have achieved a satisfactory record of performance in Service, the meritorious performance of these duties shall not compensate for an insufficiently strong performance in Teaching or Scholarship. However, an unsatisfactory record of performance in Service contributions may be an important factor in the denial of Tenure and/or Promotion.
- 21.13 The evaluation of a course taught by a Member on overload will be considered as part of the materials for Tenure, Promotion, and Performance Review.

Probationary Period

- 21.14 The maximum duration of a Tenure-track Appointment is six (6) consecutive years of full-time employment from the date of the Tenure-track Appointment, exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave.
- 21.15 The maximum length of the Probationary period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

Guidelines and Documentation Templates for Assessment Purposes

- 21.16 The exact nature of information considered relevant in the consideration of Members for Tenure and Promotion, or for Review of Members, is to be decided upon by the Members of the Department and articulated in a Guidelines document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Tenure, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Members of the Department, and also by the College Committee and the Provost.
- 21.17 All Members are to be informed in writing by the Department Chair of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Departmental criteria that will be used for Promotion, Tenure, and Review purposes.
- 21.18 The Dean, in consultation with the Provost, will develop standard documentation templates. Each Dean will consult with the College Tenure and Promotion Committee in the development of these templates:

Member Templates

21.18.1 Progress Template

A template for the purpose of Tenure and Promotion considerations (i.e., progress toward the granting of Tenure and Promotion to Associate Professor, and applications for Tenure and Promotion) in which each Faculty Member in that College will document his/her relevant life-time scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, Service, and publication reprints.

21.18.2 Performance Assessment Template

A template for the purpose of performance assessment in which each Faculty Member in that College will document his/her relevant scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Teaching, Scholarship, Service, and publication reprints.

Department Committee Templates

21.18.3 Performance Assessment – Biennial Year

A Department Committee Performance Assessment Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's performance. Such Report shall also include the performance rater for each individual area of effort and the overall performance rater.

21.18.4 Performance Assessment – Non-Biennial Year

A Department Committee Performance Progress Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's performance. Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than "Good."

21.18.5 Tenure-track Faculty – Progress Feedback

A Department Committee Progress Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's progress toward the granting of Tenure and Promotion to the rank of Associate Professor.

21.18.6 Tenure and Promotion to Associate Professor – Application or Final Year Consideration

A Department Committee Tenure and Promotion Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's Application or final year consideration for the granting of Tenure and Promotion to Associate Professor.

21.18.7 Promotion to Professor – Application

A Department Committee Promotion Report, which will form the basis of the Department Committee's report to the College Committee on its overall assessment of the Faculty Member's application for the granting of Promotion to Professor.

21.18.8 The Member Templates, which must conform with the Collective Agreement and approved Department Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Tenure and Promotion committees. The Template shall be protected from further changes once completed and submitted by the Member, except as specified in 21.18.8.1.

21.18.8.1 Members have the right to update their submission by August 31st with information that could not reasonably have been provided by the original submission deadline.

Where a Member believes the eCV system precludes him/her from completing his/her Member Template in accordance with approved Department Guidelines and the Collective Agreement, he/she shall raise the issue with the Office of Faculty and Academic Staff Relations. Should no resolution be reached, the Faculty Member shall have the option of appeal to the Dean. The Dean shall provide a written response, with reasons, within ten (10) days.

21.19 The Department Committee Performance Assessment Report (per 21.18.3 and 21.18.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

21.20 All Department Committee Progress Reports (as per 21.18.5) and Department Committee Tenure and Promotion Reports (as per 21.18.6) will be retained in the Official File of the Member until such time that Tenure and Promotion has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

21.21 The Department Committee Promotion Report (as per 21.18.7) will be retained in the Assessment File of the Member until the current Tenure and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessors

21.22 Written opinions of the Member's research and other scholarly activities by experts in the Member's field are required to support a recommendation for the granting of Tenure and Promotion to Associate Professor and for Promotion to Professor. External assessments are very important as part of the deliberations process but are not determinative. The Provost, in consultation with the Deans, and through consultation with the College Tenure and Promotion Committee, will devise the process by which external assessment will be sought for the conferring of Tenure and Promotion to Associate Professor and the granting of Promotion to Professor within the College. The following principles will apply:

- a) Normally, External Assessors will be persons who have an 'arm's length' relationship to the Member and who are not members of this University;
- b) The normal number of external assessments to be obtained will be three (3);
- c) The Department Chair and the Member will agree upon which individuals are acceptable Assessors and will forward this list to the Dean. If agreement cannot be reached, the Department Committee will decide on the acceptable Assessors;
- d) The Dean will be responsible for communicating with Assessors as per c). The information sent to the Assessors will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean of the Faculty Member's College;
- e) All assessments will be in writing;
- f) The following information will be made available (see also Article 21.26.1 and 21.63.1) to the External Assessors:
 - 1) applicable Guidelines/Criteria for Tenure and Promotion;
 - 2) the Faculty Member's Curriculum Vitae;
 - 3) a copy of the Member's DOE;
 - 4) a selection of reprints of the Faculty Member's published work, chosen by the Faculty Member; and
 - 5) any other evidence of Scholarship as determined by the Faculty Member.
- g) It is the responsibility of the Dean to ensure that external assessment letters are provided to the Chair prior to the commencement of the Department Committee deliberations process; and
- h) It is the responsibility of the Chair to ensure that external assessment letters are included in the Faculty Member's Assessment file prior to the commencement of the deliberations process.

Department Tenure and Promotion Committee

21.23 The role of the Department Tenure and Promotion Committee shall be the following:

- a) assess the Faculty Member's performance and complete a Department Committee Performance Assessment Report to be considered as input to the College Tenure and Promotion Committee;
- b) assess the Faculty Member's progress toward the conferral of Tenure and Promotion to Associate Professor and complete a Department Committee Progress Report to be considered as input to the College Tenure and Promotion Committee as part of the feedback to the Faculty Member;
- c) assess the Faculty Member's application (or final year consideration) for the conferral of Tenure and Promotion to Associate Professor and complete a Department Committee Tenure and Promotion Report to be considered as input to the College Tenure and Promotion Committee as part of the Tenure and Promotion decision;
- d) assess the Faculty Member's application for Promotion to Professor and complete a Department Committee Promotion Report to be considered by the College Tenure and Promotion Committee as part of the promotion decision;

- e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor.

21.24 The composition of each Department Tenure and Promotion Committee shall be:

- a) The Chair of the Department, who will act as chair of the committee and who will be provided a second vote to break a tie;
- b) Four tenured Faculty Members in the Department, elected for a two year term by the Faculty Members in the Department;
- c) One full-time Tenured Faculty Member from within the College. The College Member shall be elected for a two-year term by the Faculty Members in the College, and will be a non-voting member.

Election of Department Members of the Department Tenure and Promotion Committee

21.25 Every tenured Faculty Member in the Department is eligible to be nominated to serve as a Department Member on the Department Tenure and Promotion Committee except:

- a) Those who are already members of the Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) The Department Member of the College Committee,
- d) The College Member,
- e) Those who have served two consecutive terms over the past four years,
- f) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.25.1 Nominations to the Committee must be signed by a proposer and a seconder from within the Department and by the nominee and must be submitted to the Chair's office on or before the end of a two-week nomination period.

21.25.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. The election will be organized so that half the Department Members of the Department Tenure and Promotion Committee will be elected each year.

21.25.3 All Faculty Members in the Department holding tenured, tenure-track, or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.

21.25.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair is also eligible to vote. In the case of a tie, the Chair will have the deciding vote.

21.25.5 Each Department Member of the Department Tenure and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Department Member of the Department Tenure and Promotion Committee.

21.25.6 If through illness, or for any other reason, it appears that the Department Member of

the Department Tenure and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.25.1-21.25.6 will be held to find a replacement Member to fill the remainder of the term.

- 21.26 With the exception of Article 21.43 and 21.44, it is the Faculty Member's responsibility to confirm his/her eCV by August 15th to be considered by the Tenure and Promotion Committees.
- 21.26.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Tenure and/or Promotion Processes, a Member may, in addition to the eCV, attach supplemental materials. In the supplemental materials, the Member shall include only those components of the Member's contributions that are not able to be appropriately captured in the eCV.
- 21.27 The Chair shall ensure the Faculty Member is informed in writing when information relevant to the current Tenure, Promotion, and Review period is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.
- 21.28 The Chair shall ensure that documentation pertaining to the Faculty Member's DOE, teaching/course evaluations, and letters of external assessment (where applicable), are properly included in the Member's Assessment file prior to the commencement of the deliberations process.
- 21.29 The Chair shall ensure that Members of the Committee are provided with the relevant Tenure and Promotion Guidelines document.

College Tenure and Promotion Committee

- 21.30 The role of the College Tenure and Promotion Committee shall be to:
- a) receive for approval the Guidelines for Tenure and Promotion;
 - b) assess the Faculty Member's performance and/or progress toward the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor at the College level;
 - c) consider the Departmental assessment and recommendation;
 - d) ensure the Departmental assessment is consistent with the Guidelines and standards of performance established by the Department;
 - e) consider external assessments for the granting of Tenure and Promotion to Associate Professor and Promotion to Professor;
 - f) consider the Dean's written assessment of service as chair, for Chairs. Such assessment shall be provided to the Chair at least ten (10) days prior to the college meeting so as to allow the opportunity for the Chair to append a written response, should he/she so wish;
 - g) submit positive recommendations for the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor to the President for decision;

- h) submit all recommendations to the Provost; and
- i) issue a letter to the Faculty Member communicating the College Committee's assessment and recommendation according to the provisions of 21.46.

21.31 The composition of each College Tenure and Promotion Committee shall be:

- a) the Dean of the College, who will act as chair of the Committee and who will vote a second time to break a tie;
- b) a tenured Faculty Member from each Department, elected for a two-year term by the Faculty Members of the Department, and who is not also a member of the Department Tenure and Promotion Committee; and
- c) one full-time Tenured Faculty Member from within the College who is also serving on the Department Tenure and Promotion Committee.

Election of Department Members of the College Tenure and Promotion Committee

21.32 Every tenured Faculty Member in the College is eligible to be nominated to serve as a Department Member on the College Tenure and Promotion Committee except:

- a) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) The College Member,
- d) Those who have served two consecutive terms over the past four years,
- e) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.

21.32.1 Nominations to the Committee must be signed by a proposer and a seconder from within the Department and by the nominee and must be submitted to the Chair's office on or before the end of a two-week nomination period.

21.32.2 The election of Members to the Committee will be conducted by the Chair or his/her designate and the most recently appointed Assistant Professor available within the Department, who will also both serve as the enumerators and who will inform the Department of the results. In a case where there is no Assistant Professor, the most recently appointed Associate Professor shall serve.

21.32.3 All Faculty Members in the Department holding tenured, tenure-track, or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.

21.32.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair is also eligible to vote. In the case of a tie, the Chair will have the deciding vote.

21.32.5 Each Department Member of the College Tenure and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as the Department Member of the College Tenure and Promotion Committee.

21.32.6 If through illness, or for any other reason, it appears that the Department Member of the College Tenure and Promotion Committee will be unable to attend the meetings of

the Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.32.1-21.32.5 will be held to find a replacement Member to fill the remainder of the term.

Election of the College Member

- 21.33 Every tenured Faculty Member in the College is eligible to be nominated to serve as the College Member except:
- a) Those who are already members of the Department Tenure and Promotion Committee,
 - b) Those who are already members of the College Tenure and Promotion Committee,
 - c) Those who will be unavailable for the meetings of the Committees,
 - d) Those who have served two consecutive terms over the past four years,
 - e) The College Representative and Alternate on the University Tenure and Promotion Appeals Committee.
- 21.33.1 Nominations for the Committee must be signed by a proposer and a seconder from within the College and by the nominee and must be submitted to the Dean's office on or before the end of a two-week nomination period.
- 21.33.2 The election will be conducted by the Dean or his/her designate, who will also serve as the enumerator and who will inform the College of the results.
- 21.33.3 All Faculty Members in the College holding tenured, tenure-track, or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 21.33.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice-President (Academic) will have the deciding vote.
- 21.33.5 The College Member will be elected for a two-year term. He/she will be eligible to serve two consecutive terms and then must take an absence of one term before being eligible for reelection as the College Member.
- 21.33.6 If through illness, or for any other reason, it appears that the College Member will be unable to attend the meetings of the Committees, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.33.1-21.33.5 will be held to find a replacement Member to fill the remainder of the term.
- 21.34 The Chair of the Department Committee will ensure the transfer to the College Committee of the Assessment File considered by the Department Committee. The Dean may request that a Chair appear before the College Committee as part of the deliberation process.
- 21.35 The complete Assessment File shall include all of the same information considered by the Department Committee plus the Assessment/Progress Report(s) from the Department Committee. The Assessment/Progress Report(s) from the Department Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Faculty Member's performance in relation to expectations set out in the approved Tenure and Promotion Guidelines document.

Committee Mode of Operations

- 21.36 The Faculty Member's performance will be evaluated solely on the basis of the material contained in the Assessment File and therefore accessible to the Faculty Member prior to the meeting of the Department Committee (i.e., evaluations cannot be based on hearsay information).
- 21.37 The decisions of the Department and College Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to the consideration of and decision on a particular case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.
- 21.38 Where a Chair of a Department wishes to be considered for Promotion, the procedure shall be followed as for any other Faculty Member except that for the purpose of consideration of the Promotion, the Department Committee will choose one of its own Members in the Department to act as chair of the Committee while the matter is dealt with.

Review of Progress Towards Tenure and Promotion to Associate Professor

- 21.39 Each year, Tenure-track Faculty Members at any rank will submit a completed Progress Template to the Chair according to the timelines indicated in this Article. The progress towards Tenure and Promotion to Associate Professor of all Tenure-track Faculty Members will be considered by the Department and College Tenure and Promotion Committees. Feedback in the form of a written Progress Report will be provided by the Dean to the Faculty Member.
- 21.40 The Chair shall, prior to the commencement of the Department Committee deliberations, meet with each Tenure-track Faculty Member to review his/her Assessment File. The Dean shall, upon written request by the Faculty Member and within ten (10) days of receipt of such written request, meet with the Faculty Member to review his/her Assessment File.

Granting of Tenure

- 21.41 Failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.26.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the determination that progress has not been made toward granting of Tenure and Promotion to Associate Professor, and such decision shall be recorded in the Member's Assessment File.
- 21.41.1 In the final year of candidacy for Tenure and Promotion to Associate Professor, failure to submit the completed and confirmed eCV Progress Template (as per 21.18.1 and 21.26.1) to the Chair by the timelines indicated in this Article, without prior written approval from the Dean and Provost, will result in the termination of the Faculty Member's Tenure-track Appointment.
- 21.42 In the final review of tenure-track Members, consideration for the granting of Tenure and Promotion to the rank of Associate Professor will occur. The decision will be either to grant Tenure and confer Promotion to Associate Professor or not to grant Tenure and terminate the Faculty Member's appointment.
- 21.43 Further to Article 21.39, a Faculty Member may apply for the early granting of Tenure and conferring of Promotion to Associate Professor in either the third, fourth or fifth year of

appointment. Such application, including the name and full contact information of six (6) External Assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) (2, 3, 4, and 5) shall be provided by the Member to the Dean by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion to Professor

21.44 Consideration for Promotion to the rank of Professor will occur only on application of the Member. Such application, including the name and full contact information of six (6) External Assessors, shall be made in writing by the Faculty Member to the Dean through the Department Chair by May 15th. The information indicated in Article 21.22 (f) (2, 3, 4 and 5) shall be provided by the Member to the Dean by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Deliberations Process and Communication of Decision

21.45 The Department Committee will assess each Faculty Member's performance and make a recommendation to the chair of the College Committee with respect to the granting of Tenure and Promotion to Associate Professor or Promotion to Professor. The Department Committee will complete the appropriate Report (as per 21.18) for each Faculty Member who has been considered. The Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the College Tenure and Promotion Committee.

21.46 Within fifteen (15) days of the completion of Tenure and Promotion considerations at the College Tenure and Promotion Committee, the Dean will provide, to each Faculty Member being considered, a letter (signed by all members of the College Committee who were present for the relevant deliberations) indicating the following:

- a) for Tenure-track Faculty Members: An assessment of progress toward Tenure and Promotion to Associate Professor;
- b) for all Faculty Members who were considered for Tenure and Promotion to Associate Professor or Promotion to Professor: the recommendation of the College Tenure and Promotion Committee along with the reasons for the recommendation.

21.47 For Faculty Members considered for Tenure and Promotion to Associate Professor, the letter from the Dean will include one of the following recommendations:

- a) that Tenure be granted and Promotion to Associate Professor be conferred;
- b) that the Tenure-track Appointment be continued; or
- c) that Tenure not be granted and the Appointment be terminated.

In the final year of candidacy for Tenure and Promotion to Associate Professor, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 21.50, and to contact the Association.

21.48 The College Tenure and Promotion Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to the recommendations.

21.49 Following consultation with the Provost, the President will make an expeditious decision either to grant tenure immediately or to deny tenure, and will communicate his/her decision to the Faculty Member immediately. The new rank will become effective the following July 1st. In the case of a denial of tenure, reasons will be provided.

Appeals

21.50 Within fifteen (15) days of the date of issuance of the letter from the Dean, the Faculty Member may appeal a negative recommendation of the College Tenure and Promotion Committee to the chair of the University Tenure and Promotion Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.

21.51 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed Report(s) (as per article 21.18) from the Department Committee. Letters from external assessors will be provided upon request, but they shall be provided by the Dean without attribution and with any personally identifying information removed.

University Tenure and Promotion Appeals Committee

21.52 The University Tenure and Promotion Appeals Committee will serve as an advisory body to the Provost, who will act as Committee Chair. All Members of the Appeals Committee must have Tenure and must have either held the rank of Associate Professor for a minimum of five (5) years or hold the rank of Professor. Membership of the Committee shall consist of one representative and one alternate representative from each College of the University elected for a two-year term by the Members of that College. Membership shall be staggered so that one half of the body of representatives and one half of the body of alternate representatives is elected each year.

21.53 No Member may serve more than two (2) consecutive two-year terms. A Member may be eligible for re-election to the University Tenure and Promotion Appeals Committee after an absence of one term.

21.54 Every tenured Faculty Member in each College is eligible to be nominated to serve as the College Representative or Alternate on the University Tenure and Promotion Appeals Committee except:

- a) Those who are already members of the Department Tenure and Promotion Committee,
- b) Those who are already members of the College Tenure and Promotion Committee,
- c) The College Member,
- d) Any Chair,
- e) Those who have served two consecutive terms over the past four years.

21.54.1 Nominations to the Committee must be signed by a proposer and a seconder from within the College and by the nominee and must be submitted to the Dean's office on or before the end of a two-week nomination period.

21.54.2 The election will be supervised by the Assistant Vice-President (Faculty and Academic Staff Relations) who with the Dean or his/her designate will be enumerators and will inform the College of the results.

- 21.54.3 All Faculty Members in the College holding tenured, tenure-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote for the Representative and Alternate from the College.
- 21.54.4 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice President (Academic) will have the deciding vote.
- 21.54.5 The College Representative and Alternate will be elected for a two-year term. They will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection to the University Tenure and Promotion Appeals Committee.
- 21.54.6 If through illness, or for any other reason, it appears that both the College Representative and Alternate will be unable to attend the meetings of the University Tenure and Promotion Appeals Committee, then the Member will be replaced by the 'runner-up' Faculty Member. In the event that there is no such Member, an election adhering to the process of Articles 21.54.1-21.54.6 will be held to find a replacement Member to fill the remainder of the term.
- 21.55 The complete Assessment File shall include all of the same information considered by the College Committee.
- 21.56 The Faculty Member may choose to appear before the Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials (which may be new) in support of the appeal of the decision not to grant Tenure and Promotion to Associate Professor and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 21.57 The Committee may request the Faculty Member, the Chair, the Dean, or any other member of the Department or College Tenure and Promotion Committees to appear before it.
- 21.58 The University Tenure and Promotion Appeals Committee shall consider all appeals and recommendations from the College Tenure and Promotion Committees and will make its recommendation to the President.
- 21.59 The Provost may, where he/she considers it appropriate, extend the Faculty Member's probationary period to permit reconsideration of the case by the Department and College Committees.

Decision of the President

- 21.60 Following the hearing of all appeals, the University Tenure and Promotion Appeals Committee shall forward its recommendations to the President. The President shall inform the Faculty Member and the Department Committee Chair in writing of the decision of the University.

Performance Review

- 21.61 *Faculty*

Members will be considered biennially by the Department and College Tenure and Promotion Committees for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.

- 21.62 The biennial performance review of tenure-track or tenured Faculty Members and the annual performance reviews of Contractually Limited Faculty Members provide to each Faculty Member a rating of either “Unsatisfactory,” “Improvement Required/Developmental,” “Good,” “Very Good,” or “Outstanding” in each of area of effort: Teaching, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Faculty Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member’s DOE during the review period.
- 21.63 Each Faculty Member must submit his/her completed and confirmed eCV Performance Assessment Template to the Chair by August 15th. The Chair will provide a written reminder to each Faculty Member of the deadlines for submission of documentation.
- 21.63.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member’s contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Performance Assessment Process, a Member may, in addition to the eCV, attach supplemental material. In the supplemental materials, the Member shall include only those components of the Member’s contributions that are not able to be appropriately captured in the eCV.
- 21.64 Failure to confirm the eCV Performance Assessment Template to the Chair by August 15th, without prior approval from the Dean and Provost, will result in an “Unsatisfactory” performance assessment.
- 21.65 Notwithstanding the scheduling provisions outlined in 21.61, the following assessments will occur on an annual basis:
- a) Subsequent to any overall biennial performance assessment of a Tenure-track or Tenured Faculty Member that is less than “Good,” that Member will be subject to an annual review of performance by the Department and College Tenure and Promotion Committees for the purpose of providing feedback on performance. No performance raters will be determined.
 - b) The performance of all Contractually Limited Faculty Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 21.62 above).
- 21.66 The Department Committee will assess each Faculty Member’s performance and will complete a Performance Assessment Report for each Faculty Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The Department Committee will not rank order Faculty Members within the performance rater categories. The Performance Report will be signed by all Members of the Committee who were present for the relevant deliberations. The completed and signed Performance Assessment Report will be sent to the chair of the College Tenure and Promotion Committee.
- 21.67 Following consideration by the College Committee, the Dean will provide in writing (and signed by all members of the College Committee who were present for the relevant deliberations) the assessment of the Faculty Member’s performance. The letter to the Member will include explicit

mention of the Member's right to appeal the assessment, as per Article 21.68, and to contact the Association.

Appeals of Performance Review

21.68 Within fifteen (15) days of the date of issuance of the letter from the Dean, a Faculty Member who has received an overall performance rating of less than "Good" may appeal to the chair of the University Tenure and Promotion Appeals Committee.

21.68.1 A Tenure-track Faculty Member may appeal to the Chair of the University Tenure and Promotion Appeals Committee any overall performance rater and/or individual performance rater.

21.69 The appellant Faculty Member may request to see his/her Official File/Assessment File, which includes the signed Performance Assessment Report from the Department Committee.

21.70 The University Tenure and Promotion Appeals Committee may request the Faculty Member, the Chair, the Dean, and any other Member of the Department and/or College Committees to appear before it as part of the appeal process.

21.71 A Faculty Member who has received a performance assessment of less than "Good" may choose to appear before the University Tenure and Promotion Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.

21.72 The Faculty Member is entitled to be accompanied to the meeting of the University Tenure and Promotion Appeals Committee by a representative of the Association.

21.73 The chair of the University Tenure and Promotion Appeals Committee will provide the decision in writing to the Faculty Member within fifteen (15) days of the date of the meeting at which the Faculty Member's appeal was heard.

Grievance

21.74 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

Article 22 - Study/Research Leave for Faculty

- 22.1 Study/Research Leave with salary is an essential means of enabling Faculty Members to maintain and enhance their quality as scholars. Such Leave enables the University to maintain and enhance excellence through the Faculty Member's subsequent contributions to his/her teaching and research programs. To satisfy the purpose of this Leave, it is necessary that scholarly objectives are being sought and that both study and research activities, whether singly or in some combination, are consistent with these objectives.
- 22.2 Full-time Faculty Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous faculty service (or its equivalent) since appointment at the University. Only tenured Faculty Members may take a Study/Research Leave.
- 22.3 A Tenured Faculty Member holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54: Reduced Workload, is eligible to apply for Study/Research Leave to commence after six (6) years of active employment with the University. The procedures and conditions that apply are those outlined in the remainder of this Article, adjusted to accommodate the reduced workload/part-time appointment.
- 22.4 Prior eligible service for leave with salary as a Faculty Member at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave with salary. Credit will be calculated on the basis of one year for every two (2) years of full-time academic service at another institution, to a maximum of three (3) years. This equivalent amount of leave to be credited will be specified by the Dean in the Letter of Appointment as per Article 19: Faculty Appointments.
- 22.5 Following return from each Study/Research Leave, tenured Faculty Members are entitled to apply for one semester of Study/Research Leave after three (3) years of active employment, or for two (2) semesters after six (6) years of active employment.
- 22.6 Faculty Members who have held an academic administrative appointment since a previous Study/Research Leave are eligible to apply for Study/Research Leave when the sum of years of active employment both prior and subsequent to the term of administrative appointment (and excluding any period of academic administrative leave after the term of appointment) is equal to six (6) years.
- 22.7 A Faculty Member who has served in an academic administrative position may claim one semester of credit for each year of service toward Study/Research Leave.
- 22.8 A minimum of one year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the Dean and the Provost.

Application for Leave

- 22.9 Application for Study/Research Leave must be in writing to the Department Tenure and Promotion Committee through the Chair of the Department. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.
- 22.10 The written application for Leave will include:
- a) statement of goals;
 - b) a plan of scholarly activity;

- c) an indication of when and where the Leave is expected to be taken;
- d) an up-to-date Curriculum Vitae; and
- e) a plan of how contractual research responsibilities (including OMAFRA) will be handled during the period of leave.

Decision Procedures

- 22.11 The Department Committee will consider all written applications for Study/Research Leave as soon as is practicable following their receipt.
- 22.12 The Department Committee will assess applications on the basis of their merit and their consonance with the statement of goals of the Study/Research Leave. A Faculty Member's record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave will be components in the assessment of the application.
- 22.13 The Department Committee, through the Chair, will make its recommendations to the Dean within twenty (20) days of receipt of the application.
- 22.14 The Dean will inform the Faculty Member and the Department Chair in writing of his/her decision to approve or deny the Leave within twenty (20) days of receipt of the Departmental recommendation. Reasons for denial or for the need to delay the commencement of such a Leave, where applicable, will also be given in the Dean's letter.
- 22.15 Under exceptional conditions determined by Department needs and priorities, and with the approval of the Dean, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return that would have occurred had the Leave not been delayed.
- 22.16 Under exceptional circumstances and with the approval of the Dean, the start date of a Faculty Member's approved Study/Research Leave may be delayed, by the Member, for up to two (2) years. Any entitlement towards the next Leave accrued during such a delay is not jeopardized.
- 22.17 A Faculty Member whose application for Study/Research Leave has not received approval from the Dean may appeal to the Provost. Appeals are restricted to consideration of the academic merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the Department Committee and the Dean.

Duration of Leave

- 22.18 Faculty Members who qualify under this Article may apply for a period of Leave of one or two semesters duration with salary and benefits. A Study/Research Leave will include the annual vacation entitlement appropriate to the length of the Leave.
- 22.19 On the completion of a period of Study/Research Leave, the Faculty Member will assume the responsibilities that would normally have been scheduled for that particular semester.

Conditions of Study/Research Leave

- 22.20 The scheduling of a Study/Research Leave is to be granted independently of any other Leave entitlement. Where University Service commitments will be affected by the granting of a Research/Study Leave, the Chair and Dean, in consultation with the Faculty Member, will be responsible for making any necessary administrative arrangements to enable the Leave.
- 22.21 Within sixty (60) days of the conclusion of the Leave, the Faculty Member will provide a written report describing what has been accomplished, in relation to the plan submitted. The report will be provided to the Chair and made available to the Department Committee and Dean.
- 22.22 It is expected that a Faculty Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

Article 23 - Overload Teaching

- 23.1 When the University determines a need for more courses or sections than can be mounted by available Faculty Members within the limits of normal teaching commitments, the Chair will initially provide an opportunity to qualified Tenure-track and Tenured Faculty Members to teach such offerings on an overload basis. Such arrangements shall be subject to the approval of the Dean.
- 23.2 A Faculty Member who, subject to approval in writing by the Dean, teaches more than his/her normal workload, shall be paid an overload stipend.
- 23.3 Compensation for Overload Teaching shall be consistent with the rates as per Article 53: Compensation.
- 23.4 A Faculty Member may teach, with approval of the Dean, a maximum of one course on Overload per Academic Year. Approval to teach more than one course on Overload per academic year must be based on extenuating circumstances and is subject to approval by the Dean.
- 23.5 Faculty Members on Reduced Workload Appointments or with approved release time (i.e., current workload in teaching is less than departmental norm for the Member's agreed-upon percentage effort in teaching) from teaching are not eligible for Overload Teaching.
- 23.6 The Association shall be notified of the names and Departments of the Faculty Members engaged in Overload Teaching and the level(s) of remuneration provided.

Article 24 – Transfers, Redeployment or Buyouts of Faculty and Librarian Members Due to Restructuring or Academic Program Reorganization

Transfers

- 24.1 Members may request to be transferred to Departments other than those to which they were originally appointed, subject to the mutual consent of the Member and the University.
- 24.2 All existing entitlements, including, but not limited to rank, salary, benefits, leaves, and seniority shall be transferred with the Faculty Member(s).

Restructuring

- 24.3 In response to substantive changes in curriculum, strategic direction, and/or structure of the Department/School that are not addressed through Article 24.4, the Provost, in consultation with the Association, shall decide whether to make the provisions of Article 24.13 available to the affected Members.

Program Reorganization

- 24.4 When the University approves a reorganization that involves the closure, reduction, amalgamation, or transfer of an academic program or programs that may lead to the transfer of one or more Members, a Redeployment Advisory Committee will be struck by the Provost to provide advice on measures needed to effect the reorganization, including (where applicable) redeployment, buyout, or retirement.

Redeployment Advisory Committee

- 24.5 The Redeployment Advisory Committee will be comprised of the Dean or University Librarian (as appropriate) and one Tenured Faculty Member from each Department within the College, or for Librarian Members, two (2) Librarians with Continuing Appointment, jointly named by the Association and the University.
- 24.6 The Redeployment Advisory Committee will prepare a plan that includes a list of those Members who are or may be affected. This plan will be submitted to the Provost within thirty (30) days of the Committee being struck.

Redeployment Process

- 24.7 The Provost will convene a meeting with the President of the Association to provide notification that a program redundancy will be effected and will provide the names of the affected Faculty Members. The Provost will provide this notification in writing to the President of the Association at this meeting.
- 24.8 Following this meeting and within ten (10) days, the Dean or University Librarian will meet individually with each of the affected Member(s) to inform him/her of the impending reorganization and discuss options available for individual Members. The Dean or University Librarian will discuss with the affected Member(s) his/her individual career goals and perceived fit with other academic units (for Faculty Members), or other existing opportunities (for Librarian Members). The Dean or University Librarian will then make a written recommendation to the Provost on the most likely academic Department for the transfer of the Faculty Member or existing opportunity for the transfer of the Librarian Member. The Provost shall inform the

Member in writing of the decision on transfer and the reasons for the decision. The Member may be accompanied by another Member or a representative of the Association at this and subsequent meetings.

- 24.9 Within thirty (30) days, the Member must accept the transfer or request, in writing, that a buyout or retirement option (per 24.13) be initiated.
- 24.10 All existing entitlements, including, but not limited to rank, salary, benefits, leaves, and seniority shall be transferred with the Member(s).
- 24.11 A Member may not be transferred from the University of Guelph main campus without his/her consent.

Buyout or Retirement Option

- 24.13 A Member shall be offered a minimum buyout or retirement option that provides for one month's salary for each year of service with a minimum buyout of six (6) months up to a maximum of twenty-four (24) months.

Article 25 - Rights and Responsibilities of Librarians

General

25.1 The Librarian Members' work and qualifications are academic in nature and as such, Librarian Members are partners with the Faculty in the realization of the University's academic goals and mission. A Librarian holds an academic appointment within the University that encompasses the academic and professional responsibilities of Librarians as defined in this Article.

Academic and Professional Responsibilities of Librarians

25.2 Librarian Members shall hold the following minimum academic qualifications:

- a) an undergraduate degree from a university recognized by the University of Guelph, and;
- b) a postgraduate degree from a school of library and information studies or equivalent body accredited by the American Library Association.

25.3 For the purposes of this Article, "Manager" shall mean the person to whom the Member directly reports.

25.4 The duties and responsibilities of a Librarian Member shall be an appropriate combination of:

- a) Professional Practice of Academic Librarianship;
- b) Scholarship: research, study, professional development, scholarly and creative activities; and,
- c) Service: University service and academic or professional service.

25.5 A Librarian Member shall have Academic and Professional Responsibilities in each of the three areas as described in Articles 25.9 through 25.13, unless there is a written agreement to the contrary as per Article 25.19.

25.6 Librarian Members shall have a year-round involvement in the work of the University, exclusive of vacation, reduced workload agreements as per Article 54: Reduced Workload, and approved Leaves.

25.7 Each Librarian Member shall have a written position description that outlines the Professional Practice responsibilities of his/her position.

25.8 Each Librarian Member shall be entitled to, and expected to, engage in, and have time available for, Scholarship and Service in accordance with the Scholarship and Service Proposal provision in 25.18 of this Article. Subject to Article 52: Intellectual Property, it is the right of the Member to make the results of his/her scholarly activities accessible to the scholarly and general public through publication, conference presentations, lectures, public performances, and other appropriate means.

Professional Practice of Academic Librarianship

25.9 The Professional Practice of Academic Librarianship will include one or more of the following activities:

- a) development, management and evaluation of information resource collections;

- b) provision of subject-specialized and general reference services;
- c) appraisal, acquisition, bibliographic control, storage, preservation, and conservation of information resources and collections;
- d) management of human and material library resources, including administrative or managerial performance for those Librarian Members holding administrative appointments;
- e) development, implementation, and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication;
- f) provision of information literacy and curriculum support, including programming, collaboration, instruction, and teaching;
- g) faculty outreach and liaison, including participation in research and support for scholarly communication;
- h) evaluation, measurement, and analysis of user needs and library services and resources;
- i) research services, extension, and other activities related to programs under contract to the University; and
- j) any other function performed by professional librarians.

Scholarship: Research, Study, Professional Development, Scholarly and Creative Activities

25.10 A Librarian Member's responsibilities in the area of Scholarship, research, study, professional development, and scholarly and creative activities, hereinafter referred to as "Scholarship," include:

- a) the creation of new knowledge, understandings, or concepts;
- b) the creative application of existing knowledge;
- c) the organization and synthesis of existing knowledge;
- d) the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians;
- e) creative expression; and
- f) professional development through the planning of, implementation of, and/or participation in workshops, conferences, coursework, or, professional exchange or other educational programs.

25.11 These responsibilities require adherence to the ethical standards of the Member's academic discipline(s) and the recognized ethical standards of the national granting councils.

Service: University Service and Academic or Professional Service

25.12 Librarian Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies (e.g., Library, Senate and University committees). Where participation in such bodies is by election or appointment, a Member shall be elected or

appointed only with his/her consent, except where such service commitment is outlined within the Member's position description.

- 25.13 Librarian Members have the right to participate in the work of professional associations, learned societies, and relevant community service. A Member's service to such societies and associations shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University. When a Member's Service to such societies, associations, agencies, or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Manager to ensure that his/her scheduled responsibilities are fulfilled.

Distribution of Effort (DOE)

- 25.14 A Librarian Member's DOE defines relative effort with respect to activities undertaken in fulfillment of his/her academic and professional responsibilities in the areas of Professional Practice, Scholarship, and Service, as defined in this Article. The DOE and written position description shall be the basis for the assignment of duties.
- 25.15 A DOE for each Librarian Member shall be defined in his/her Letter of Appointment and may be modified as mutually negotiated by subsequent arrangements made under the provisions of this Article and documented in the Member's Official File.
- 25.16 Unless otherwise agreed to in writing by the University Librarian and the Member as per this article, the default DOE for the academic and professional responsibilities of Librarians shall be seventy (70%) for Professional Practice and thirty percent (30%) for a combination of Scholarship and Service (where Scholarship must be a minimum of 10%). Any such agreement shall be consistent with the provisions of this Agreement.

Workload and the Assignment of Responsibilities

- 25.17 The University Librarian, or designate, in consultation with the Librarian Member's Manager, will ensure that the assigned responsibilities of Professional Practice and University Service for Members are distributed as fairly and equitably as is reasonably possible. The exact distribution of these responsibilities may vary among areas within the Library and among individuals, in recognition of the needs of the Library and University, the type of appointment, and, when possible, to reflect the interests and area(s) of expertise of the Member.
- 25.18 It is agreed and understood that Members shall be allowed time during normal working hours for Scholarship, provided that the timing of such activities can be accommodated within the obligations of the Unit and do not unduly affect the performance of assigned duties.
- 25.18.1 The University recognizes the importance of each Librarian Member's contributions in the areas of Scholarship and Service. In order to fulfill substantial and ongoing commitments, based on the DOE, the Member shall develop a Scholarship and Service Proposal in consultation with his/her Manager for submission to the University Librarian, or designate, that identifies his/her activities in these areas of academic responsibility and the time allocation proposed to achieve them. The University Librarian, or designate, shall approve the request for dedicated time for the pursuit of Scholarship and Service, based on the operational needs of the Library. Time provided under the Scholarship and Service Proposal shall not affect entitlement to any other Leave provisions available to a Member under this Agreement.

- 25.19 When a significant change in circumstances has occurred, the assigned responsibilities and/or DOE may be altered, on a short-term basis, at the request of either the Librarian Member or his/her Manager. In cases of disagreement between the Member and his/her Manager, the University Librarian, or designate, will decide, communicating his/her decision to the Member in writing. Such alterations to a Member's responsibilities and/or DOE shall continue on a short-term basis, not to exceed one (1) year.
- 25.20 In conformity with the current workload and hours-of-work standards within a Librarian Member's unit, it is recognized that Librarian Members have a fixed number of scheduled work hours. Scheduling of Members shall be made with due regard to a Member's DOE and the provisions of this Agreement.

Amendments to DOE for Librarians

- 25.21 A discussion regarding a long-term change to a Member's percentage of effort in Professional Practice, Scholarship, and/or Service, may be requested by the Member, his/her Manager, or the University Librarian, or designate. The Member may request a meeting with his/her Manager to review his/her DOE. The meeting shall take place within fifteen (15) days of the receipt of the request, or at a mutually agreed-upon time.
- 25.22 The DOE of a Librarian Member who holds an Administrative Appointment may be adjusted to reflect the nature of his/her responsibilities. The provisions of this Article shall be used for this adjustment.
- 25.23 Any arrangements which alter a Member's agreed-upon DOE must be by mutual agreement, in accordance with the Member's career development, within the context of operational requirements of the Library, and consistent with the provisions of this Agreement.
- 25.24 It is understood that any such alternative arrangements shall only alter the allocation of responsibilities between Professional Practice, Scholarship, and Service and shall not alter the overall workload of a Member. Requests for Reduced Workload are made in accordance with the provisions of Article 54: Reduced Workload Appointments.
- 25.25 Following the meeting in 25.21, the Librarian Member's Manager shall provide the Member's written request for amendment to the University Librarian. The University Librarian, or designate, in consultation with the Member's Manager, will decide whether to accept the proposal for amendment to the Member's DOE. Within fifteen (15) days of receipt of the proposal, the University Librarian, or designate, will notify the Member in writing of the decision, and, in the event of a negative decision, provide reasons. Within ten (10) days of receipt of the decision from the University Librarian, a Member may appeal the decision of the University Librarian to the Provost. The Provost shall notify the Member and the University Librarian of his/her decision in writing, with reasons.
- 25.26 Any change to a Librarian Member's DOE will not be done without the consent of the Member.

Article 26 - Librarian Appointments

Definitions

26.1 All Librarian Members shall have an Appointment corresponding to one of the following types:

a) *Continuing Appointment-track Appointment*

Librarian Member Appointment at the rank of Assistant Librarian leading to consideration for the simultaneous granting of Continuing Appointment and Promotion to the rank of Associate Librarian, or an Appointment at the rank of Associate Librarian leading to consideration for the granting of Continuing Appointment.

b) *Contractually Limited Appointment*

An Appointment for a specified period, not to exceed five (5) years (see 26.4). A Librarian Member appointee in such a position is eligible for consideration of Promotion in rank, but is not eligible for consideration for the granting of a Continuing Appointment. Non-renewal of a Contractually Limited Appointment does not constitute dismissal under the provisions of Article 39: Discipline.

c) *Continuing Appointment*

Librarian Member Appointment with rank and DOE involving the Academic and Professional Responsibilities according to the provisions of Article 25: Rights and Responsibilities of Librarians. Continuing Appointment may be conferred according to the following:

- 1) Successful completion of a probationary period according to Article 28: Continuing Appointment, Promotion and Review of Librarian Members; or
- 2) At the time of initial Appointment, consistent with Article 28: Continuing Appointment, Promotion, and Review of Librarian Members.

Librarian Members cannot be dismissed except, and only for, cause and in accordance with the provisions of Article 39: Discipline.

Ranks

26.2 Members shall be appointed at one of the following ranks:

- a) Assistant Librarian;
- b) Associate Librarian; or
- c) Librarian.

26.3 A Continuing Appointment-track Appointment shall be for a maximum period of six (6) consecutive years, unless approved otherwise by the Provost, and is subject to the relevant provisions of Article 28: Continuing Appointment, Promotion, and Review of Librarians.

Contractually Limited Appointments

26.4 For Contractually Limited Appointments, at the end of five (5) years, the University will decide to terminate the position or convert the position to Continuing Appointment-track. The University Librarian, on a recommendation of the Manager, may recommend to the Provost that the current incumbent be appointed to the Continuing Appointment-track Appointment, without a search. The Provost's decision to appoint without a search will be final. If the decision is to deny the incumbent's appointment to Continuing Appointment-track, the provisions of this Article will apply.

26.4.1 For Contractually Limited Appointments, The University shall use reasonable efforts to offer Contractually Limited Appointments for Librarians that are 12 months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

Search Committee

26.5 The University will decide when there is an open position and will determine whether a search will be conducted external and/or internal to the University. In consultation with the Manager, the University Librarian will determine the qualifications of and the specific duties required to fill a vacancy. For Appointments that span service or program areas, input on qualifications and duties will be sought more broadly, and Search Committees will be constituted to reflect the scope of the position.

26.6 Subject to 26.4, 26.24 and 26.25, all other vacancies covered by the terms of this Agreement will, at a minimum, be posted on the University's Faculty Recruitment website.

26.7 In conducting an external search, the University shall advertise the position in publications determined as appropriate by the University.

26.8 The information to be provided in the position advertisement shall include, but not be limited to:

- a) the type of Appointment as defined in this Article;
- b) the qualifications, education, and skills required;
- c) where applicable, rank;
- d) any applicable equity provisions; and
- e) the University of Guelph's employment equity statement.

26.9 The Search Committee will be an ad hoc committee whose final membership must be approved by the Provost.

26.10 The Search Committee for Librarians shall normally consist of three (3) elected Members in addition to the chair of the Committee. The University Librarian may appoint one (1) additional person who is a Member of the broader University community. The chair shall normally be the Manager to whom the appointee will directly report. At least two (2) of the three (3) elected Members must hold a Continuing Appointment. In the event that the Manager in the unit concerned cannot assume this role, another Librarian Member will be appointed by the University Librarian.

26.11 Academic partner accommodation appointments must be reviewed for rank and appointability by the Continuing Appointment and Promotion (CAP) Committee.

- 26.12 To ensure that the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative member(s) from the designated groups.
- 26.13 The University will ensure that all members of the Search Committee have received orientation/training prior to the commencement of the interview process. No Member shall be required to participate in this training more than once during the term of this Agreement.
- 26.14 The University will provide all candidates who are interviewed with the contact information for the Association.
- 26.15 In accordance with the University's equity goals, the Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers.
- 26.16 Consistent with principles of employment equity, the Parties agree that:
- a) the primary criterion for appointment to positions in the University is academic and professional excellence; and
 - b) no candidate shall be recommended who does not meet the criteria for the appointment in question.
- 26.17 Members who serve on Search Committees shall maintain confidentiality regarding the Committee's deliberations, documents, consultations, and proceedings.
- 26.18 Pursuant to Article 8: Conflict of Interest and Conflict of Commitment, should any member of the Committee, including the Committee's chair, have a conflict of interest, he/she shall declare it and withdraw from consideration of, and voting on, all relevant cases.

Candidate Assessment Procedures

- 26.19 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.
- 26.20 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the University Librarian with a recommended short list of candidates to be interviewed.
- 26.21 Subject to 26.20, the University Librarian shall decide which of these candidates, if any, will be interviewed by the Search Committee.
- 26.22 The University Librarian shall facilitate the seeking of input from members of the Library.
- 26.23 After interviewing the short-listed candidates, the chair of the Selection Committee shall make written recommendation(s) to the University Librarian. The recommendation(s) shall include a ranked order of the acceptable candidates. This recommendation(s) shall clearly state the reasons for the recommendation(s). If a member of the Selection Committee requests a secret ballot vote on the recommendation(s), such vote shall occur.
- 26.24 In the case of an academic partner accommodation appointment, the Continuing Appointment and Promotion (CAP) Committee shall make a written recommendation to the University Librarian as to rank and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.

26.25 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.

26.25.1 Academic partner accommodation appointments are not eligible for consideration of conversion of appointment to Continuing Appointment-track without a search (per 26.4).

26.26 While the University Librarian and Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The University Librarian and Provost have the option of continuing the search.

Letters of Appointment

26.27 All offers of Appointment shall be issued by the University Librarian (following approval by the Provost), and will include, but not be limited to, the following:

- a) date of commencement and, where appropriate, date of termination of the Appointment;
- b) rank;
- c) salary;
- d) type of Appointment as defined in Article 26.1;
- e) Distribution of Effort;
- f) any credit for years of service for eligible benefits (e.g., Study/Research Leave);
- g) Campus, Department and/or Unit in which the Appointment is made, including the position to whom the candidate will report;
- h) if applicable, date of final consideration for the granting of Continuing Appointment;
- i) if applicable, the description of any special duties or conditions that may apply, consistent with the Agreement;
- j) a copy of guidelines respecting Continuing Appointment and Promotion expectations as per this Agreement; and
- k) contact information about the Association.

26.28 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

Joint Appointments

26.29 A Joint Appointment is an Appointment in two or more Departments/Library, one of which shall be designated as the major Department for the Appointment.

26.30 The allocation of responsibilities among the respective units shall be set out in the Letter of Appointment.

26.31 A Librarian Member holding a Joint Appointment shall be considered for Promotion and performance assessment by the Continuing Appointment and Promotion Committee and shall be expected to undertake the Academic and Professional Responsibilities of Librarians as outlined in Article 25: Rights and Responsibilities of Librarians.

26.32 A Joint Appointment of an existing Member may be reviewed, or a new Joint Appointment established, by the Dean concerned or the University Librarian, with the agreement of the Member.

Outside Appointments of Librarian Members

26.33 An Outside Appointment refers to a Librarian Appointment that does not report through to the University Librarian. Outside Appointments will be made on the following basis and in accordance with the search provisions of this Article.

26.33.1 The University Librarian, or designate, will be consulted before such a position is defined and will provide input to ensure the duties of the position are consistent with Article 25: Rights and Responsibilities of Librarians. The University Librarian, or designate, may consult with other library staff as appropriate.

26.33.2 The Librarian Member shall normally hold a Continuing Appointment-track or Continuing Appointment.

26.34 All the provisions of this Agreement applicable to Librarians shall apply equally to an Outside Appointment. Members holding an Outside Appointment shall only be appointed and reviewed in accordance with Article 28: Continuing Appointment, Promotion and Review of Librarian Members.

26.35 The person to whom the Librarian reports will be expected to provide the same type of documentation as that required from the person to whom a Librarian within the Library directly reports.

26.36 A Librarian Member holding an Outside Appointment will be eligible for election or appointment to any committees governed by this Agreement, and will be eligible to attend all Librarians' meetings dealing with this Agreement or the Continuing Appointment and Promotion criteria Guidelines Document, and to vote on these documents.

Article 27 - Administrative Appointment of Librarian Members

- 27.1 Administrative Appointments of Librarian Members are made at one of three levels: Administrative Librarian I, Administrative Librarian II, and Administrative Librarian III.
- 27.1.1 The University Librarian determines the appropriate level for the Librarian Administrative Appointment based on the position description and a balance of factors relating to impact and responsibility of the position, including:
- a) Staff: a measure of the Managers who report to this position, direct staff-reports, and total number of staff who report through this position;
 - b) Financial Accountability: a measure of the scope of fiscal responsibility and accountability of the position;
 - c) Complexity and Scope: an overall assessment of the level of difficulty of the role and the skill requirement for the position. This may be reflected in such characteristics as: the diversity of responsibilities; requirement for specialized knowledge; accountability (across Library units, within the University, or with external partners or agencies); the degree of change experienced or anticipated; or legal accountability;
 - d) Overall Accountability and Authority: the degree to which the incumbent has influence on, and responsibility for, the Library as a whole, including authority regarding the role of the Library within the University and with outside agencies.
- 27.1.2 Any significant changes to the assigned responsibilities of the Administrative Appointment (e.g. number of staff reporting, scope of financial responsibilities) shall result in a re-evaluation of the position level by the University Librarian. The University Librarian will communicate his/her decision on the outcome of the re-evaluation to the incumbent, in writing, providing the reasons for the decision.
- 27.2 Librarian Members with Administrative Appointments shall hold either a Continuing Appointment-track or Continuing Appointment in the Library.
- 27.3 Librarian Members with Administrative Appointments are responsible for the effective and efficient operation of their unit(s) or service/program and for ensuring that Library practices and processes are formulated, promulgated, and followed, and that University policies and procedures are followed.
- 27.4 Administrative Appointments may have supervisory responsibilities for other individual Librarian Members and/or non-academic employees. The Librarian holding an Administrative Appointment shall, through mentoring and facilitation, support each Member of his/her service/program in the fulfillment of the Member's assigned responsibilities.
- 27.5 The Librarian Member with an Administrative Appointment, through consultation with the members of his/her unit(s) or service/program, formulates operational and strategic planning recommendations, recommendations concerning policy on the matters of interest to his/her unit(s) or service/program; and such recommendations shall be directed to the University Librarian, or designate.
- 27.6 The other responsibilities of a Librarian holding an Administrative Appointment are those outlined in this Agreement, the position description and those in the Letter of Appointment, which shall be consistent with her/his status as a Member of the Bargaining Unit. This letter

shall include the determined administrative level of the position (including stipend). Copies of the Administrative Letter of Appointment and Position Description shall be provided to the Association.

Terms of a Librarian Administrative Appointment

- 27.7 The term of office of an Administrative Appointment of a Librarian Member shall normally be five (5) years. At the end of five (5) years, the term of office may be renewed once in accordance with this Article.
- 27.8 A Librarian Member who holds an Administrative Appointment shall receive an annual stipend from the time of appointment as per Article 53: Compensation. At the conclusion of his/her Administrative Appointment, the Librarian Member shall no longer be eligible for the administrative stipend.
- 27.9 The DOE of a Librarian Member who is appointed to an administrative position may, after discussion with the University Librarian, or designate, be adjusted to reflect the Librarian Member's change in responsibilities.
- 27.10 In the event that a Librarian Member who holds an Administrative Appointment is going to be absent for a period of one (1) month or longer, the University Librarian will appoint an individual on an acting basis, who will be provided an administrative stipend for the period of his/her acting appointment on a pro-rata basis as per Article 53: Compensation.
- 27.10.1 Only in extraordinary circumstances shall the term of an Acting Administrative Appointment exceed a period of one (1) year from the date of appointment. A Member shall not be appointed in an Acting Administrative Appointment without her/his consent.
- 27.11 Each unit shall normally have a Librarian Member who holds an Administrative Appointment. In the event that the position of Administrative Appointment becomes vacant due to illness, or an extended search process continues beyond the end of the Administrative Appointment's term of appointment, the University Librarian may appoint a Librarian Member to an Interim Administrative Appointment. Only in extraordinary circumstances shall the term of an Interim Administrative Appointment exceed a period of one (1) year from the date of appointment. In no case shall an Interim Administrative Appointment be renewed more than once. A Member shall not be appointed to an Administrative Appointment without her/his consent.
- 27.12 An Interim Administrative Appointment is not meant to replace the initiation of a search process. In the event that the position of a Librarian holding Administrative Appointment becomes vacant, a search committee will be struck as per Article 26.5 as soon as is practicable.

Search Committee

- 27.13 At the time of a search for an Administrative Appointment, the University Librarian, in consultation with the Provost, shall convene a Search Committee.
- 27.14 The Search Committee shall normally consist of:
- a) Three (3) elected Librarian Members in addition to the chair of the Committee, where possible one Librarian from within the unit/service area and one from without; at least two (2) of the three (3) elected Members must hold a Continuing Appointment;
 - b) Two (2) non-Members, one of whom shall be a non-professional staff member from the unit/service area;

- c) Chair: The Associate University Librarian to whom the position reports, or, for Joint or Outside Appointments, the person to whom the position reports.

- 27.15 The Associate University Librarian, in consultation with the Search Committee, may recommend to the University Librarian and Provost that an internal search be conducted.
- 27.16 If conducting an external search, the University shall advertise the position in publications and websites determined to be appropriate by the University.

Assessment Procedures

- 27.17 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall compile a recommended short list of candidates to be interviewed. The University Librarian and Provost shall decide which candidates, if any, will be interviewed by the Search Committee.
- 27.18 The evaluation and ranking of the candidates by the Search Committee will be confidential.
- 27.19 The University Librarian, or designate, shall seek input from members of the Library and facilitate input by members of the University community.
- 27.20 After interviewing the candidates, the University Librarian, on the advice of the Search Committee, shall provide to the Provost a ranked list of candidates determined to be appointable. While the University Librarian and the Provost are not constrained by the ranking of the candidates, any appointment must be made from this list. The University Librarian and Provost have the option of continuing the search.

Renewal for a Second Five (5) Year Term

- 27.21 An incumbent Librarian Member who holds an Administrative Appointment may indicate, in writing, to the University Librarian, an interest in being considered for renewal for a second term at least six (6) months prior to the anticipated end of his/her term.
- 27.22 The University Librarian, or designate, will seek input from members of the Library and facilitate input from the University community about the renewal consideration. The University Librarian, or designate, shall then decide whether to recommend the reappointment of the Member to the Administrative Appointment.
- 27.23 The University Librarian will make his/her recommendation to the Provost. If the Provost decides that the incumbent will not be renewed, a Search Committee will be struck.

Transition Leave

- 27.24 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.
- 27.25 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.

27.26 Transition Leave will be leave with salary.

27.27 The period of Transition Leave shall be continuous and shall begin immediately upon completion of the term as an Administrative Librarian Member except by mutual agreement of the Librarian and the University Librarian.

27.28 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.

27.29 An Administrative Appointment of less than five (5) years or a part-time Administrative Appointment (including on an interim or acting appointment) will accrue entitlement to Transition Leave on a pro rata basis.

27.30 A written request for Transition Leave will be made to the University Librarian and will include:

- a) a statement of goals;
- b) an activity plan;
- c) an indication of when and where the Leave is expected to be taken;
- d) where applicable, the results of the previous Leave; and
- e) in the case where the Transition Leave occurs during the term of Appointment, a plan of how duties and responsibilities will be carried out.

27.31 Normally, requests are submitted to the University Librarian at least nine (9) months prior to the intended starting date. A decision, in writing, to approve or deny the Leave will be communicated to the applicant at least six (6) months prior to the intended starting date.

Article 28 - Continuing Appointment, Promotion, and Review of Librarian Members

- 28.1 This Article applies to the Continuing Appointment, Promotion and Review of Librarian Members who hold Continuing or Continuing Appointment-track appointments, and to Renewal decisions for Contractually Limited Librarian Members.
- 28.2 Promotion and the conferring of a Continuing Appointment are very important steps in the relationship between the University and a Librarian Member and they should be decided upon only after careful consideration and attention to due process. The University will promote Librarian Members and grant Continuing Appointment to Librarian Members only in accord with the provisions of this Article.
- 28.3 The University Librarian will meet with each Librarian Member during the Member's first semester of appointment and will discuss the approved criteria for the granting of Continuing Appointment and Promotion to Associate Librarian.
- 28.4 The University Librarian will notify the Member, on an annual basis that both the University Librarian and the Associate University Librarians are available to mentor the Member. In addition, the University Librarian shall meet with each Continuing Appointment-track Librarian Member before the end of April to discuss the Member's progress towards and the possibility of application for Continuing Appointment and Promotion.
- 28.4.1 A record of the discussion mandated in 28.4, signed by both the University Librarian and the Continuing Appointment-track Member, shall be placed in the Continuing Appointment-track Member's Official File. In signing the document, the University Librarian and the Librarian Member are agreeing that it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 28.5 Librarian Members have the right to know explicitly what criteria are used for Continuing Appointment and Promotion, and Review purposes, as well as reasons for the decisions. The process must be transparent, fair, and equitable.
- 28.5.1 Approved Continuing Appointment and Promotion Guideline documents shall be posted on the Library website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 28.6 Promotion to Associate Librarian and the granting of Continuing Appointment to a Librarian Member recognizes professional and academic competence and maturity, as exemplified by the Member's contribution to the academic functions of the University and by related activity within and outside of the University. The conferral of Continuing Appointment obliges the University to support the career of the Librarian Member and it obliges the Librarian Member to continue to perform in a manner deserving of that support.
- 28.7 Promotion to Librarian recognizes long-term, established, and outstanding performance in Professional Practice, Scholarship, and Service. It is granted in recognition of academic competence, maturity, and an established and widely acknowledged reputation for achievement and expertise in the Librarian Member's field.

- 28.8 Contractually Limited Librarian Members are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration of Continuing Appointment and therefore granting of Promotion for Contractually Limited Members does not confer Continuing Appointment.
- 28.9 Consideration for the conferring of Continuing Appointment and Promotion to Associate Librarian will be given to the Librarian Member's life-time contribution in the areas defined in Article 25: Rights and Responsibilities of Librarians.
- 28.10 Each candidate for Promotion and/or the granting of Continuing Appointment is expected to establish a record of performance in each of Professional Practice, Scholarship, and Service.
- 28.11 The DOE accorded to Professional Practice, Scholarship, and Service by a Continuing Appointment and Promotion Committee shall be subject to any arrangements described in the Letter of Appointment and any arrangements made under any of the provisions of this Agreement.

Probationary Period

- 28.12 The maximum duration of a Continuing Appointment-track Appointment is six (6) consecutive years of full-time employment from the date of the Continuing Appointment-track Appointment, not counting periods of unpaid leave, exclusive of extensions granted for other reasons, such as Maternity/Parental Leave.
- 28.13 The maximum length of the Probationary Period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

Guidelines and Documentation Templates for Assessment Purposes

- 28.14 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment and Promotion, or for Review of Members, is to be decided upon by the Librarian Members and articulated in a Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period under review. The criteria for Continuing Appointment, Promotion, and Review, including any amendments to the same, will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Librarian Members, and also by the Library Continuing Appointment and Promotion Committee and the Provost.
- 28.15 All Members are to be informed in writing by the University Librarian of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria that will be used for Continuing Appointment, Promotion, and Review.
- 28.16 The University Librarian, in consultation with the Provost, will develop standard documentation templates. The University Librarian will consult with the Continuing Appointment and Promotion Committee in the development of these templates.

Member Templates

28.16.1 Each Librarian Member shall have a review of her/his performance in the area of Professional Practice written by the person to whom the Librarian reports (e.g. her/his Manager). Such Report shall form part of the Member's Assessment File.

28.16.2 *Progress Template*

A template for the purpose of Continuing Appointment and Promotion considerations (i.e., progress toward the granting of Continuing Appointment and Promotion to Associate Librarian, and applications for Continuing Appointment and Promotion) in which each Librarian Member will document his/her relevant life-time scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, Scholarship, and Service.

28.16.3 *Performance Assessment Template*

A template for the purpose of performance assessment in which each Librarian Member will document his/her relevant scholarly contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, Scholarship, and Service.

Continuing Appointment Committee Templates

28.16.4 *Performance Assessment – Biennial Year*

A Continuing Appointment and Promotion (CAP) Committee Performance Assessment Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance. Such Report shall also include the performance rater for each individual area of effort and will also include the overall rater.

28.16.5 *Performance Assessment – Non-Biennial Year*

A CAP Committee Progress Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance. Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than "good."

28.16.6 *Continuing Appointment-track Librarian Members – Progress Feedback*

A CAP Committee Progress Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's progress toward the granting of Continuing Appointment and Promotion to the rank of Associate Librarian.

28.16.7 *Continuing Appointment and Promotion to Associate Librarian – Application or Final Year Consideration*

A CAP Committee Continuing Appointment and Promotion Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's Application or final year consideration for the granting of Continuing Appointment and Promotion to Associate Librarian.

28.16.8 *Promotion to Librarian*

A CAP Committee Promotion Report, which will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's application for the granting of Promotion to Librarian.

28.16.9 The Member Templates, which must conform with the Collective Agreement and approved CAP Guidelines, will define the document structure, solely giving recommended headings and sections, and must allow for the Member to include any information that the Member feels is relevant for consideration by the Continuing Appointment and Promotion committees. The template shall be protected from further changes once completed and submitted by the Member, except as specified in 28.16.9.1.

28.16.9.1 Members have the right to update their submission by August 31st with information that could not reasonably have been provided by the original submission deadline.

Where a Member believes the eCV system precludes him/her from completing his/her Member Template in accordance with approved CAP Guidelines and the Collective Agreement, he/she shall raise the issue with the Office of Faculty and Academic Staff Relations. Should no resolution be reached, the Member shall have the option of appeal to the University Librarian. The University Librarian shall provide a written response, with reasons, within ten (10) days.

28.17 The CAP Committee Performance Assessment Report (per 28.16.4 and 28.16.5) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

28.18 *All CAP Committee Progress Reports (as per 28.16.6) and CAP Committee*

Continuing Appointment and Promotion Reports (as per 28.16.7) will be retained in the Official File of the Member until such time that Continuing Appointment and Promotion to Associate Librarian has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

28.19 The CAP Committee Promotion Report (as per 28.16.8) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessment and References

- 28.20 Written opinions from external assessors of the Member's Professional Practice, Scholarship, and Service activities are required to support a recommendation for promotion to Librarian. External assessments are very important as part of the deliberations process but are not determinative.
- 28.20.1 Letters of Reference, as identified by the Member or the chair of the CAP Committee, may be obtained to support a Librarian Member's achievements significant to the application and/or recommendation for Continuing Appointment. Such Letters are not required for an application for Continuing Appointment and, while providing useful information, are similarly not determinative. Letters of Reference shall be in writing, signed by the referee, and indicate clearly the nature of the relationship between the Member and the referee and the achievements or activities commented upon.
- 28.21 The Provost, in consultation with the University Librarian and through consultation with the CAP Committee, will devise the process by which external assessment will be sought for the granting of Promotion within the Library. The following principles will apply:
- a) For promotion to Librarian, external assessors will normally be persons with an 'arm's length' relationship to the Member and who are not members of this University;
 - b) The normal number of external assessments to be obtained for promotion to Librarian will be three (3);
 - c) The chair of the Continuing Appointment and Promotion Committee and the Member will agree which individuals are acceptable assessors and will forward this list to the University Librarian. If agreement cannot be reached, the CAP Committee will decide on the acceptable assessors;
 - d) The University Librarian will be responsible for communicating with external assessors as per c). The information sent to the external assessor will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the University Librarian;
 - e) All external assessments will be in writing; and
 - f) The following information will be made available (see also Art. 28.25.1 and 28.60.1) to the External Assessors:
 - 1) Applicable Guidelines/Criteria for Continuing Appointment and Promotion;
 - 2) The Librarian Member's Curriculum Vitae;
 - 3) A copy of the Librarian Member's DOE;
 - 4) Any other evidence of Professional Practice, Scholarship, or Service as determined by the Librarian Member.
 - g) It is the responsibility of the University Librarian to ensure that external assessment letters are provided to the Chair of the CAP Committee prior to the commencement of the CAP Committee deliberations process; and
 - h) It is the responsibility of the chair of the CAP Committee to ensure that external assessment letters are included in the Librarian Member's Assessment file prior to the commencement of the deliberations process.

Continuing Appointment and Promotion Committee (CAP)

28.22 The role of the CAP Committee shall be to:

- a) assess the Librarian Member's performance and complete a CAP Committee Performance Assessment Report to be considered as input to the Library Committee;
- b) assess the Librarian Member's progress toward the conferral of Continuing Appointment and Promotion to Associate Librarian and complete a CAP Progress Report to be considered as input to the Library Committee as part of the feedback to the Librarian Member;
- c) assess the Librarian Member's application (or final year consideration) for the conferral of Continuing Appointment and Promotion to Associate Librarian and complete a CAP Committee Continuing Appointment and Promotion Report to be considered as input to the Library Committee as part of the Continuing Appointment and Promotion decision;
- d) assess the Librarian Member's application for Promotion to Librarian and complete a CAP Committee Promotion Report to be considered by the Library Committee as part of the promotion decision;
- e) consider external assessments for the granting of Promotion to the rank of Librarian.

28.23 The composition of the CAP Committee shall be:

- a) four (4) Librarian Members holding Continuing Appointment elected for a two (2) year term by all Librarian Members;
- b) the chair of the CAP Committee shall be elected by the members of the CAP Committee annually. The chair will be provided with a second vote to break a tie.

Election of Members of the Continuing Appointment and Promotion Committee

28.24 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve as a Department Member on the Department Tenure and Promotion Committee except:

- a) Those who are already members of the Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) Those who have served two consecutive terms over the past four years,
- d) A Librarian serving on the Library CAP (LCAP) or Library Appeals Committees.

28.24.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period. The CAP Committee election shall be held during January and the Librarians will be informed of the results of the election prior to elections for the Library Committee and the Library Appeals Committee.

28.24.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.

- 28.24.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the CAP Committee will be elected each year.
- 28.24.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually- limited appointments of more than 12 months shall be eligible to vote.
- 28.24.5 Voting will be by secret ballot and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. The Chair of the CAP Committee is also eligible to vote. In the case of a tie, the current chair of CAP will have the deciding vote.
- 28.24.6 Each Member of the Continuing Appointment and Promotion Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for reelection as a Member of the Continuing Appointment and Promotion Committee.
- 28.24.7 If through illness, or for any other reason, it appears that the Member of the Continuing Appointment and Promotion Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.24.1-28.24.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.25 With the exception of Article 28.41 and 28.42 it is the joint responsibility of the Librarian Member and his/her Manager to confirm his/her eCV by August 15th to be considered by the CAP and LCAP Committees.
- 28.25.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member, may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV.
- 28.26 The chair of CAP shall ensure the Librarian Member is informed in writing when information, which is relevant to the current Continuing Appointment, Promotion and Review, is placed in the Member's Assessment File after the August 15th submission date. Said Member will also be provided with reasonable time to review the information, but no less than ten (10) days, and to append documentation to the Assessment File should he/she so wish.
- 28.27 The chair of the CAP Committee shall ensure that documentation pertaining to the Librarian Member's DOE, and the submitted file and letters of external assessment (where applicable) are properly included in the Librarian Member's Assessment file prior to the commencement of the deliberations process.
- 28.28 The chair of the CAP Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

Library Continuing Appointment and Promotion Committee (Library Committee)

28.29 The role of the Library Committee shall be to:

- a) receive for approval the Guidelines for Continuing Appointment and Promotion;
- b) assess the Librarian Member's performance and/or progress toward the conferral of Continuing Appointment and Promotion to Associate Librarian, and Promotion to Librarian;
- c) consider the CAP Committee assessment and recommendation;
- d) ensure the CAP Committee assessment is consistent with the Guidelines and standards of performance established by the Library;
- e) consider external assessments for Promotion to Librarian and, if applicable, letters of reference for applications for Continuing Appointment;
- f) submit positive recommendations for the conferral of Continuing Appointment and Promotion to Associate Librarian and Promotion to Librarian to the President for decision;
- g) submit all recommendations to the Provost;
- h) issue a letter to the Librarian Member communicating the Library Committee's assessment and recommendation according to the provisions in 28.44.

28.30 The composition of the Library Committee shall be:

- a) the University Librarian, who will act as Chair of the Library Committee and who will vote a second time to break a tie;
- b) two (2) Librarian Members with Continuing Appointment, elected for a two (2) year term by all Librarian Members; and
- c) one Associate University Librarian.

Election of Members of the Library Continuing Appointment and Promotion Committee (LCAP)

28.31 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve on the Library Continuing Appointment and Promotion Committee (LCAP) except:

- a) Those who are already members of the Continuing Appointment and Promotion (CAP) Committee,
- b) Those who will be unavailable for the meetings of the Committee,
- c) Those who have served two consecutive terms over the past four years,

28.31.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period.

28.31.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the

Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.

- 28.31.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the LCAP Committee will be elected each year.
- 28.31.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 28.31.5 Voting will be by secret ballot, and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. Librarian Managers are also eligible to vote. In the case of a tie, the sitting Chair of CAP will have the deciding vote.
- 28.31.6 Each Librarian Member of the LCAP Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for re-election as the LCAP Committee.
- 28.31.7 If through illness, or for any other reason, it appears that the Librarian Member of the LCAP Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.31.1-28.31.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.32 The Chair of the CAP Committee will be responsible to ensure the transfer to the LCAP Committee considered by the Library Committee. The University Librarian may request that the Chair of the CAP Committee and/or a Manager appear before the Library Committee as a part of the deliberations process.
- 28.33 The complete Assessment File shall include all of the same information considered by the CAP Committee plus the Assessment/Progress Report(s) and relevant recommendation from the CAP Committee. The Assessment/Progress Report(s) and recommendation from the CAP Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Librarian Member's performance in relation to the expectations set out in the approved Continuing Appointment and Promotion Guidelines document.

Committee Mode of Operations and Election to Committee

- 28.34 The Librarian Member's performance will be evaluated solely on the basis of the material contained in the Assessment File, and therefore accessible to the Librarian Member prior to the meeting of the CAP Committee (i.e., evaluations cannot be based on hearsay information).
- 28.35 The decisions of the CAP and Library Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to consideration and decision on a particular case. A Member shall withdraw prior to consideration of his/her case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.

28.36 Where the chair of the CAP Committee wishes to be considered for promotion, the procedure shall be followed as for any other Librarian Member except that for the purpose of consideration of the Promotion, the CAP Committee will choose one of its own members to act as chair of the Committee while the matter is dealt with.

Review of Progress Towards Continuing Appointment and Promotion to Associate Librarian

28.37 Each year, all continuing appointment-track Librarian Members will submit a completed Progress Template to the Chair of the CAP Committee according to the timelines indicated in this Article. The progress towards continuing appointment and promotion towards Associate Librarian of all Continuing Appointment-track Librarians will be considered by the CAP Committee and the Library Committee; feedback in the form of a written Progress Report will be provided by the University Librarian to the Member and copied to his/her Manager.

Granting of Continuing Appointment

28.38 The Manager shall, prior to the submission of the assessment file to the Chair of the CAP Committee, meet with each continuing appointment-track Librarian Member to review his/her file and performance review. The University Librarian shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.

28.39 Failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the Chair of the CAP Committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Librarian, and such decision shall be recorded in the Member's Assessment File.

28.39.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Librarian, failure to submit the completed and confirmed eCV Progress Template (as per 28.16.2 and 28.25.1) to the chair of the CAP committee by the timelines indicated in this Article, without prior written approval from the University Librarian and Provost will result in the termination of the Librarian Member's Continuing Appointment-track Appointment.

28.40 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Librarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Librarian or to not grant Continuing Appointment and terminate the Librarian Member's Appointment.

28.41 Further to Article 28.37, the Librarian Member may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Librarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the University Librarian through the chair of the CAP Committee May 15th. The information indicated in Article 28.21 (f) (2,3,4 and 5) shall be provided by the Member to the University Librarian by June 8. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion to Librarian

28.42 Consideration for Promotion to the rank of Librarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Librarian Member to the University Librarian through the chair of CAP by May 15th. The information indicated in Article 28.21(f) (2,3,4 and 5) shall be provided by the Member to the University Librarian by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Promotion for Contractually Limited Librarians

28.42.1 Consideration for Promotion to the rank of Associate Librarian or Librarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Librarian Member to the University Librarian through his/her Manager by May 15th. The information indicated in Article 28.21(f) (2, 3, 4 and 5) shall be provided by the Member to the University Librarian by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member by August 15th.

Deliberations Process and Communication of Decision

28.43 The CAP Committee will assess each Librarian Member's performance and make a recommendation to the Chair of the Library Committee on the granting of Continuing Appointment and Promotion to Associate Librarian and the conferring of Promotion to Librarian. The CAP Committee will complete the appropriate Report (as per Article 28.16) for each Librarian Member who has been considered. The appropriate Report and relevant recommendation will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the Chair of the Library Committee.

28.44 Within fifteen (15) days following completion of performance assessment, Continuing Appointment, Promotion and Review considerations at the Library Committee, the University Librarian will provide to each Librarian Member being considered a letter (signed by all members of the Library Committee who were present for the relevant deliberations) indicating the following:

- a) for Continuing Appointment-track Members: an assessment of progress toward Continuing Appointment and Promotion in each of the three areas of responsibility;
- b) for all Members who were considered for Continuing Appointment and Promotion to Associate Librarian or Promotion to Librarian: the recommendation of the Library Committee along with the reasons for the recommendation.

28.45 For Librarian Members considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:

- a) that Continuing Appointment be granted and Promotion to Associate Librarian be conferred;
- b) that the Continuing Appointment-track Appointment be continued; or
- c) that Continuing Appointment not be granted and the Appointment be terminated.

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions

outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 28.48, and to contact the Association.

- 28.46 The Library Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.
- 28.47 Following consultation with the Provost, the President will make an expeditious decision either to grant continuing appointment immediately or to deny continuing appointment, and will communicate his/her decision to the Librarian Member immediately. The new rank will become effective the following July 1st. In the case of a denial of continuing appointment, reasons will be provided.

Appeals

- 28.48 Within fifteen (15) days of the date of issuance of the letter from the University Librarian, the Librarian Member may appeal a negative recommendation of the Library Committee to the Chair of the Library Continuing Appointment and Promotion Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.
- 28.49 The appellant Librarian Member may request to see his/her Official File, Assessment File, and the signed Report(s) (as per Article 28.16) from the CAP Committee(s). Letters from external assessors will be provided upon request, but they shall be provided by the University Librarian without attribution and with any personally identifying information removed.

Library Continuing Appointment and Promotion Appeals Committee (Library Appeals Committee)

- 28.50 The Library Appeals Committee will serve as an advisory body to the Provost, who will act as committee Chair. The Library Appeals Committee shall consider all appeals and recommendations from the Library Continuing Appointment and Promotion Committee and will make its recommendation to the President.
- 28.51 The membership of the Library Appeals Committee shall be:
- a) The Provost, who will act as Chair of the committee;
 - b) Two (2) Librarian Members holding Continuing Appointment elected for a two (2) year term by Librarian Members.
- 28.52 Every Librarian Member who holds Continuing Appointment is eligible to be nominated to serve on the Library Continuing Appointment and Promotion Committee (Library Appeals) except:
- a) Those who are already members of the Continuing Appointment and Promotion (CAP) Committee,
 - b) Those who are already members of the Library Continuing Appointment and Promotion (LCAP) Committee,
 - c) Those who have served two consecutive terms over the past four years.
- 28.52.1 Nominations must be signed by a proposer and a seconder from within the Library, and by the nominee, and be submitted to the Nominating Committee on or before the end of a two-week nomination period.

- 28.52.2 All elections for the CAP Committee, Library Committee and the Library Appeals Committee will be conducted by the Nominating Committee. The Nominating Committee shall be comprised of one elected Librarian Member and the University Librarian, or designate. One Librarian Member is elected in November to the Nominating Committee for a two-year term by the Librarian Members. The outgoing Nominating Committee conducts the elections for the successor Committee.
- 28.52.3 The election will be conducted by the Nominating Committee with administrative support from the University Librarian's office, who will also both serve as the enumerators and who will inform the Library of the results. The election will be organized so that half the Members of the Library Appeals Committee will be elected each year.
- 28.52.4 All Librarian Members holding continuing appointment, continuing appointment-track or full-time contractually-limited appointments of more than 12 months shall be eligible to vote.
- 28.52.5 Voting will be by secret ballot, and will be conducted by transferable voting, where the voter is asked to indicate the rankings of the candidates of his/her choice. In the case of a tie, the Provost and Vice-President (Academic) will have the deciding vote.
- 28.52.6 Each Member of the Library Appeals Committee will be elected for a two-year term. He/she will be eligible to serve two consecutive terms, and then must take an absence of one term before being eligible for re-election as a Member of the Library Appeals Committee.
- 28.52.7 If through illness, or for any other reason, it appears that a Librarian Member of the Library Appeals Committee will be unable to attend the meetings of the Committee, then the Member will be replaced by the 'runner-up' Librarian Member. In the event that there is no such Member, an election adhering to the process of Articles 28.52.1-28.52.7 will be held to find a replacement Member to fill the remainder of the term.
- 28.53 The complete Assessment File shall include all of the same information considered by the Library Committee plus the Assessment/Progress Report and recommendation from the Library Committee.
- 28.54 The Librarian Member may choose to appear before the Library Appeals Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment as per Article 28.45 (c). The Member may choose to be accompanied by a representative of the Association.
- 28.55 The Library Appeals Committee may request the Librarian Member, his/her Manager, the Chair of the CAP Committee, the University Librarian, or any other member of the CAP or Library Committees to appear before it.
- 28.56 The Provost may, where he/she considers it appropriate, extend the Librarian Member's probationary period to permit reconsideration of the case by the CAP Committee and Library Committee.

Decision of the President

28.57 Following the hearing of all appeals, the Library Appeals Committee shall forward its recommendations to the President. The President shall inform the Librarian Member in writing of the decision of the University.

Performance Review

- 28.58 All Librarian Members will be considered biennially by the CAP Committee and Library Committee for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.
- 28.59 The biennial performance review of Librarian Members with continuing appointment-track or continuing appointment and the annual performance reviews of Contractually Limited Librarian Members provide to each Member a rating of either “Unsatisfactory”, “Improvement Required/Developmental”, “Good”, “Very Good”, or “Outstanding” in each area of effort: Professional Practice, Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Librarian Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member’s DOE during the review period.
- 28.60 Each Librarian Member must submit his/her completed and confirmed eCV Performance Assessment Template (as per 28.16.3) 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.
- 28.60.1 If, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member’s contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Continuing Appointment and/or Promotion, and/or Performance Assessment Processes, a Member may, in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member’s contributions which are not able to be appropriately captured in the eCV.
- 28.61 Failure to confirm the eCV Performance Assessment Template (as per 21.16.3) by August 15th, without prior approval from the University Librarian and Provost, will result in an “Unsatisfactory” performance assessment.
- 28.62 Notwithstanding the scheduling provisions outlined in 28.58, the following assessments will occur on an annual basis:
- a) Subsequent to any overall biennial performance assessment of a Librarian holding a continuing appointment-track or continuing appointment that is less than “Good”, that Member will be subject to an annual review of performance by the Continuing Appointment and Promotion (CAP) and Library Continuing Appointment (LCAP) Committees for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
 - b) The performance of all Contractually Limited Librarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (as per Article 28.59 above).

- 28.63 The CAP Committee will assess each Librarian Member's performance and will complete a Performance Assessment Report for each Member who has been considered. Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The CAP Committee will not rank order Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the Chair of the LCAP Committee.
- 28.64 Following consideration by the Library Committee, the University Librarian will provide in writing (and signed by all members of the Library Committee who were present for the relevant deliberations) the assessment of the Librarian Member's performance to the Member and also copy it to his/her Manager. The letter to the Member will include explicit mention of the Member's right to appeal the assessment and to contact the Association.

Appeals of Performance Review

- 28.65 Within fifteen (15) days of the date of issuance of the letter from the University Librarian, the Librarian Member who has received an overall performance rating of less than "Good" may appeal to the Chair of the Library Appeals Committee.
- 28.65.1 A Continuing Appointment-track Librarian Member may appeal to the Chair of the Librarian Appeals Committee any overall performance rater and/or individual performance rater.
- 28.66 The appellant Librarian Member may request to see his/her Official File/Assessment File which includes the signed Performance Assessment Report from the CAP Committee.
- 28.67 The Library Appeals Committee may request the Librarian Member, the Manager, the University Librarian and any other member of the CAP or Library Committees to appear before it as part of the appeal process.
- 28.68 The Librarian Member who has received a performance assessment of less than "Good" may choose to appear before the Library Appeals Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.
- 28.69 The Librarian Member is entitled to be accompanied to the meeting of the Library Appeals Committee by a representative of the Association.
- 28.70 The Chair of the Library Appeals Committee will provide the decision in writing to the Librarian Member within fifteen (15) days of the date of the meeting when the Member's appeal was heard.

Grievance

- 28.71 Any grievance of this decision shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

Article 29 - Study/Research Leave and Development Leave for Librarians

Study/Research Leave

- 29.1 Study/Research Leave is regarded as an essential means of enabling Librarian Members to maintain and enhance their quality as scholars and professionals. Such leave enables the University to maintain and enhance excellence through the individual Member's subsequent contributions to its learning, teaching, and research/scholarship programs. To satisfy the purpose of this Leave, it is necessary that scholarly or professional objectives are being sought and that both research and study activities, whether singly or in combination, are consistent with these objectives.
- a) Full-time Librarian Members are eligible to apply for Study/Research Leave to commence after six (6) years of continuous service (or its equivalent) since Appointment at the University of Guelph. Only Members holding a Continuing Appointment may go on a Study/Research Leave.
 - b) A Librarian Member with a Continuing Appointment holding a Reduced Workload Appointment or Part-time Appointment, in accordance with the provisions of Article 54, is eligible to apply for Study/Research Leave, to commence after six (6) years of active employment with the University. The procedures and conditions that apply are those outlined throughout the remainder of this Article, adjusted to accommodate the Reduced Workload/Part-time Appointment.
 - c) Prior eligible service for leave with salary as a Librarian at another university or acceptable institution may be counted in determining eligibility to apply for Study/Research Leave. Credit will be calculated on the basis of one (1) 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 University Librarian in the Letter of Appointment per Article 26: Librarian Appointments.
- 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 (1) year must have elapsed between a Transition Leave and a Study/Research Leave, unless otherwise approved by the University Librarian and the Provost.

Application for Study/Research Leave

- 29.4 Application for Study/Research Leave must be submitted in writing by the Librarian Member to the CAP Committee, after consultation with the person to whom he/she reports. Such application will be submitted at least one year prior to the intended start date of the Study/Research Leave.

- 29.5 The written application for leave will include:
- a) a statement of goals;
 - b) a plan of scholarly activity;
 - c) an indication of when and where the leave is expected to be taken;
 - d) an up-to-date Curriculum Vitae.

Study/Research Leave Decision Procedures

- 29.6 The CAP Committee will consider all written applications for Study/Research Leave as soon as practicable following their receipt.
- 29.7 The CAP Committee will assess applications on the basis of their merit and their consonance with the stated goals of the Study/Research Leave. A Librarian Member's record of using previous Study/Research Leave for scholarly purposes and the report from the previous Leave (where applicable) will be a component in the assessment of the application.
- 29.8 The CAP Committee, through the chair, will make its recommendations to the University Librarian within twenty (20) days of receipt of the application.
- 29.9 The University Librarian will inform the Librarian Member and the person to whom he/she reports, in writing, of his/her decision to approve or deny the leave within twenty (20) days of the receipt of the CAP recommendation. Reasons for denial, or for the need to delay the commencement of such a leave, if applicable, will also be given in the University Librarian's letter.
- 29.10 Under exceptional conditions determined by Library needs and priorities, and with the approval of the University Librarian, an approved Study/Research Leave may be delayed. Such delay, however, cannot be for a period exceeding two (2) years. The date to be used in establishing eligibility for a subsequent period of Study/Research Leave will be the date of return from Leave had the Leave not been delayed.
- 29.11 Under exceptional circumstances and with the approval of the University Librarian, the start date of a Librarian's approved Study/Research Leave may be delayed for up to two (2) years. Any entitlement towards the next Leave accrued during such a delay is not jeopardized.
- 29.12 A Librarian Member whose application for Study/Research Leave has not received approval from the University Librarian may appeal to the Provost. Appeals are restricted to consideration of the academic or professional merits of the case, and may not relate to a requirement to delay the Leave. An appeal cannot introduce new material that has not been seen by the CAP Committee and University Librarian.

Duration of Study/Research Leave

- 29.13 Librarian Members who qualify under this Article may apply for a period of leave of four (4) or eight (8) months duration. A Study/Research Leave will include the annual vacation entitlement appropriate to the length of the Leave.
- 29.14 Upon completion of a period of Study/Research Leave, the Librarian Member will assume his/her regular academic and professional responsibilities.

Conditions of Study/Research Leave

- 29.15 The scheduling of a Study/Research Leave is to be granted independently of any other Leave entitlement. Where University Service commitments will be affected by the granting of Study/Research Leave, the manager and University Librarian, in consultation with the Librarian Member, will be responsible for making any necessary administrative arrangements to enable the Leave.
- 29.16 Within sixty (60) days of the conclusion of the Leave period, the Librarian Member will provide a written report describing what has been accomplished, in relation to the plan submitted. The report will be provided to the person to whom the Member reports and be made available to the CAP Committee and University Librarian.
- 29.17 It is expected that the Librarian Member will return to the University of Guelph for at least one year following a period of Study/Research Leave.

Development Leave

- 29.18 Any Librarian Member (with or without a Continuing Appointment) who expects to be taking on significantly different duties may apply for a Development Leave of one (1) to four (4) months for the purpose of acquiring knowledge and/or skills to enable him/her to perform the new duties better. Where appropriate, the Development Leave may extend an approved Study/Research Leave to a maximum of twelve (12) months.
- 29.19 An application for Leave must be made to the University Librarian, in writing, six (6) months prior to the expected start date of the Leave, and the Leave must be taken within six (6) months of commencing new duties.
- 29.20 The University Librarian shall write to the Librarian Member within twenty (20) days of application with his/her decision. The application will be assessed on its merits and consonance with the stated goals of the Leave. The decision of the University Librarian may be appealed to the Provost. The Provost shall notify the Member and the University Librarian of his/her decision in writing, with reasons.

Article 30 - Responsibilities of Veterinarians

- 30.1 For the purposes of Articles 30 to 37 inclusive, Director shall mean, “Director, Animal Health Laboratory and Co-Executive Director, Laboratory Services Division” or “Associate Dean, Administration and Chief Operating Officer of the Ontario Veterinary College Health Sciences Centre” and “Dean (OAC) for Veterinarians at the Regional Campuses.”
- 30.1.1 For the purposes of Articles 30 to 37 inclusive, Dean shall mean “Dean OVC” for issues relating to Veterinarians in the OVC or OVC-HSC, or “Dean OAC” for issues relating to Veterinarians at the Regional Campuses.
- 30.2 Veterinarian Members have the right to know explicitly the guidelines and criteria used for review purposes.
- 30.3 Veterinarian Members provide a range of clinical and professional services to the Ontario Veterinary College (OVC), the University and external clients. Veterinarians’ responsibilities shall include some combination of:
- a) Professional Practice, including some or all of: clinical teaching, clinical diagnostic and consultative practice, supervision of staff, and support for research programs of the University; and
 - b) Professional Development; and may include
 - c) Research/Scholarship; and/or
 - d) Service to the University, profession, and community.
- 30.4 The exact distribution of responsibilities may vary from time to time and from individual to individual. Each Veterinarian Member shall have a written Position Description that outlines his/her responsibilities. It is understood that, for all Veterinarian Members, the principal duties shall be those noted in 30.3 (a) above.

Professional Practice

- 30.5 Responsibilities performed under Professional Practice by the Veterinarian Member will vary, depending on the responsibilities defined by his/her Position Description. Assignment of responsibilities shall be made with due regard to a Member’s Position Description, and shall be fair and equitable within each veterinary service. Changes to the composition of responsibilities shall be determined by the Director after discussion with the Member.
- 30.5.1 Veterinarian Members in the OVC-HSC shall be notified in writing of the number of weeks assigned, by the Director or designate, to clinical service, and any on-call provisions (where applicable).
- 30.6 The University and Veterinarian Member are jointly responsible for ensuring that the clinical and laboratory services provided are timely and of the highest quality, to maximize the confidence and ongoing financial support from existing and future clients, including referring veterinarians.
- 30.7 Clinical Teaching responsibilities, when performed by a Veterinarian Member, may include participation in clinical rotations, laboratories, continuing education, and undergraduate and post-graduate instruction, as determined by the Member’s Position Description.

Professional Development and Research/Scholarship

30.8 Veterinarian Members are expected to develop and maintain their professional competence and effectiveness. This may be achieved through such activities as individual study; attendance/participation at conferences and workshops; taking specialized courses or programs; and scholarly contributions to a discipline, such as publication, reviewing papers for scholarly journals, serving on an editorial board of a journal, giving workshops/presentations at conferences, or participation in scholarly and/or professional organizations.

Service: University, Professional and Community Service

30.9 Veterinarian Members may participate in University governance through election or appointment to committees and councils. No Member may be appointed to a University Committee without his/her consent except where such Service commitment is outlined within the Member's Position Description.

30.10 Veterinarian Members are encouraged to participate in the work of professional and learned organizations and relevant community service, including, but not limited to, the Canadian Veterinary Medical Association and the College of Veterinarians of Ontario. A Member's Service shall be considered in the assessment of his/her Service responsibilities and shall be treated in the same way as similar duties performed within the University.

30.10.1 When membership in the College of Veterinarians of Ontario is required for a Veterinarian Member to perform his/her duties, this licensing fee shall be paid for by the University.

30.11 When a Veterinarian Member's Service to such societies, associations, agencies or organizations conflicts with scheduled responsibilities or administrative duties, the Member shall make appropriate arrangements in discussion with his/her Director to ensure her/his scheduled responsibilities are fulfilled.

Article 31 - Workload and Hours of Work for Veterinarians

Workload

- 31.1 A Veterinarian Member's normal workload involves, in varying proportions, an appropriate balance of duties as set out in Article 30: Responsibilities of Veterinarians.
- 31.2 The workload of Veterinarian Members shall be established with due regard for assigned duties and responsibilities. Members' duties and responsibilities will be determined by the Director in discussion with the Member and, where necessary, with other Departments and Units with which they directly interact on a regular basis.
- 31.3 Veterinarian Members may accept additional duties provided that these would not prevent them from fulfilling their regularly assigned clinical and/or diagnostic duties and provided that such activities are in keeping with the provisions of Article 8: Conflict of Interest and Conflict of Commitment.

Scheduling

- 31.4 The Veterinarian Member's hours of work will be scheduled by the Director in consultation with the Member.
- 31.4.1 The University will consult with a Member prior to making significant changes to his/her work schedule. The University shall implement such changes fairly and equitably. Consultation will occur at least thirty (30) days in advance of any change, except in case of emergency. Changes made under emergency circumstances shall be deemed to be temporary in nature and shall remain in effect only until such time as the University has met its obligations to consult with the Member.
- 31.4.2 It is agreed and understood that Members shall be allowed time during normal working hours for professional development, provided that the timing of such activity can be accommodated within the obligations of the Unit and does not unduly affect the performance of assigned duties.
- 31.5 If, because of extenuating circumstances (e.g. outbreaks, epidemics, etc.), and with the prior approval of the Director involved, a Veterinarian Member must work significantly more hours per week than normal, for a sustained period of time, the Director shall, within a reasonable period, ensure that the Member is granted equal time off, or, at the Director's option, pay the Member for the extra time worked.

Emergency Clinical Services Workload

- 31.6 Veterinarian Members who provide emergency services shall be required to provide no more than their proportionate share of such service as determined by the Director. Such proportionate shares shall be determined by and reflect the staffing levels and relative responsibilities of the members of each clinical service.

Position Description

- 31.7 All Veterinarian Members shall have a written Position Description.

- 31.8 For all Veterinarian Members employed at the time of signing of this Agreement, the Position Description shall correspond to the present assigned duties.
- 31.9 All new Veterinarian Members shall be provided with a Position Description as part of their Letter of Appointment. This Position Description shall detail their responsibilities pursuant to this Agreement.

Amendments to Position Descriptions

- 31.10 A Veterinarian Member may request a change to his/her Position Description. The Member shall forward his/her proposal for amendment to the Director, in writing.
- 31.11 The Director will decide whether to accept the proposal for amendment to the Veterinarian Member's Position Description. Within fifteen (15) days of receipt of the proposal, the Director will notify the Member in writing of the decision, and, in the event of a negative decision, provide reasons.
- 31.12 Within ten (10) days of receipt of the decision from the Director, a Member may appeal the decision to his/her respective Dean, or for AHL Member(s) to the Vice-President (Research). The respective Dean or Vice-President (Research) shall notify the Member and Director of his/her decision, in writing, providing reasons for the decision.

Article 32 - Appointments of Veterinarians

Types of Appointment

32.1 There are three types of Appointments for Veterinarian Members:

- a) Contractually Limited Appointment;
- b) Continuing Appointment-track Appointment; and
- c) Continuing Appointment.

32.2 Contractually Limited Appointments

- a) are Appointments established for a specific period of time that shall not exceed an uninterrupted period of five (5) years;
- b) may be extended or renewed, but the total length of the uninterrupted appointment may not exceed five (5) years;
- c) do not imply that the appointee is on probation for a Continuing Appointment, nor is there any implied expectation of continued employment beyond the period specified.

32.2.1 Once a Veterinarian Member has served an uninterrupted period of five (5) years in the same or a substantially similar term position, the Member's Appointment shall be terminated or the position converted to Continuing Appointment-track Appointment. In the case where the decision is to convert the position to Continuing Appointment-track, the Dean or VPR, on the recommendation of the Director, may recommend to the Provost that the current incumbent be appointed to the Continuing Appointment-track Appointment, without a search. The Provost's decision to appoint without a search will be final.

Continuing Appointments

- 32.3
- a) Continuing Appointment shall mean an appointment of a Veterinarian Member without term.
 - b) Veterinarian Members given a Continuing Appointment-track Appointment will assume a Continuing Appointment following successful completion of a probationary review as per Article 33.
 - c) Upon successful completion of the probationary period, a Veterinarian Member holding a Continuing Appointment cannot be dismissed except for just cause, or as otherwise provided in this Agreement.

Search Process

32.4 The University will decide when there is an open position and will determine whether a search will be conducted. The University will consult with Members about the qualifications of, areas of competence required for, and responsibilities of, the position. The University will determine the qualifications of and the specific duties required to fill a vacancy.

32.5 The information to be provided in the advertisement shall include, but is not limited to:

- a) the type of appointment;
- b) the qualifications, education, and skills required;

- c) any applicable equity provisions; and
- d) the University of Guelph's employment equity statement.

- 32.6 In conducting a search, the University shall advertise the position in publications determined as appropriate by the University.
- 32.7 If the Search Committee believes that an internal candidate is suitable, the chair of the Search Committee may recommend to the Dean or Vice-President (Research) that the candidate be appointed without an external search.
- 32.8 Qualified Members, as determined by the Search Committee, who apply shall be placed on the short list and be interviewed for the position.

Search Committee

- 32.9 Candidates shall be evaluated through a Search Committee. Composition of the Search Committee will be determined by the Director but shall include at least two (2) veterinarian and/or Veterinarian Members.
- 32.10 Academic partner accommodation appointments must be reviewed for rank and appointability by the Members Continuing Appointment Committee.
- 32.11 To ensure the Search Committee is reflective of the diversity of the University, the composition of the Search Committee will include one or more representative members from the designated groups.
- 32.12 The University will ensure that all members of the Search Committee have received orientation/training prior to the commencement of the interview process. No Member shall be required to participate in training more than once during the term of this Agreement.
- 32.13 The University will provide all candidates who are interviewed with the contact information for the Association.

Assessment Procedures

- 32.14 After reviewing the complete file of each candidate and seeking input from all Committee members, the Search Committee shall provide the Director with a recommended short list of candidates to be interviewed.
- 32.15 The evaluation and ranking of the candidates by the Search Committee will be in confidence and consistent with employment equity principles.
- 32.16 Where the Director determines it to be appropriate, the interview process shall allow for input by members of the Unit.
- 32.17 After interviewing the short-listed candidates and, if appropriate, seeking input from members of the Unit, the Search Committee shall make its recommendations to the Director. While the Director is not constrained by the ranking of the candidates, an appointment must be made from this list. The Director has the option of continuing the search.
- 32.18 In the case of an academic partner accommodation appointment, the Members Continuing Appointment Committee shall make a written recommendation to the Dean/AVPR as to rank

and whether the candidate is acceptable. This recommendation shall clearly state the reasons for the Committee's recommendation.

32.19 Academic partner accommodation appointments shall only occur at the time the other academic partner is appointed through an open search and shall be limited to a maximum of five (5) years.

32.19.1 Academic partner accommodation appointments are not eligible for consideration for conversation of appointment to Continuing Appointment-track without a search (per 32.4).

Letters of Appointment

32.20 All Letters of Appointment shall be issued by the Director, and will include, but not be limited to, the following:

- a) date of commencement and, where appropriate, date of termination of the Appointment;
- b) salary;
- c) type of appointment as defined in Article 32.1;
- d) Unit in which the appointment is made, including the position to whom the candidate will report;
- e) Position Description;
- f) if applicable, the description of any special duties or conditions that may apply, provided that these are consistent with this Agreement.

32.21 The University shall provide a copy of the signed-back Letter of Appointment, including any attachments, to the Association.

32.22 For Contractually Limited Appointments, the University shall use reasonable efforts to offer Contractually Limited Appointments for Veterinarians that are twelve (12) months or more in duration. Contractually Limited Appointments shall be expressed in increments of complete months.

Article 33 - Continuing Appointment, Promotion, and Review of Veterinarians

- 33.1 This Article applies to Continuing Appointment, Promotion and Review decisions of Veterinarians who hold Continuing or Continuing Appointment-track appointments, and to Renewal decisions for Contractually Limited Veterinarians.
- 33.2 Promotion and the conferring of a Continuing Appointment is a very important step in the relationship between the University and a Veterinarian and should be decided upon only after careful consideration and attention to due process. The University will grant Continuing Appointment to Veterinarians only in accordance with the provisions of this Article.
- 33.3 The Director will meet with each Member, within the Member's first semester of appointment and will discuss the approved criteria with respect to the granting of Continuing Appointment.
- 33.4 The Dean/Associate VPR will notify the Member, on an annual basis, that both he/she and the Director are available for Mentoring. In addition, the Dean/AVPR shall meet prior to the end of April with each Continuing Appointment-track Veterinarian Member to discuss the Member's progress towards and the possibility of application for continuing appointment and promotion.
- 33.4.1 A record of the discussion mandated in 33.4, signed by both the Dean/AVPR and the Continuing Appointment-track Member, shall be placed in the Continuing Appointment-track Member's Official File. In signing the document, the Dean/AVPR and the Veterinarian Member are agreeing it is an accurate accounting of the discussion that occurred at the meeting, and may reflect differences in opinion and/or perspective.
- 33.5 Veterinarians have the right to know explicitly the criteria that are used for Continuing Appointment and Review purposes, as well as reasons for the decisions. The process must be transparent, fair and equitable.
- 33.5.1 Approved Continuing Appointment and Promotion Guideline documents shall be posted on the department/school website. A copy of all approved Guideline documents shall be provided to the Association within thirty (30) days of approval.
- 33.6 The granting of Continuing Appointment and promotion to Associate Veterinarian recognizes professional and academic maturity, as exemplified by his/her contribution to the clinical and professional services to the OVC and the University, and by related activities within and outside the University as defined in Article 30.3. The conferral of Continuing Appointment obliges the University to support the career of the Veterinarian and it obliges the Veterinarian to continue to perform in a manner deserving of that support.
- 33.6.1 Veterinarians shall hold, either Board certification in a relevant specialty or an advanced degree in a relevant discipline (in addition to a DVM) in order to meet the requirements for Continuing Appointment and Promotion to Associate Veterinarian.
- 33.6.2 The provisions of Article 33 shall not apply to those Veterinarians hired on or before August 5, 2011 or where Board Certification is not a requirement of the position.
- 33.7 The specific requirement of a position to hold Board certification or an additional advanced degree shall be determined by the University at the time of advertisement for the position. Such requirement shall be included in both the job posting and noted in the successful incumbent's

letter of appointment. Where such a requirement exists, a continuing appointment-track appointment of an Assistant Veterinarian without completion of his/her Board certification or additional advanced degree will be for a maximum of two (2) years, at which point the Appointment will be terminated unless all of the requirements for the Board certification or additional advanced degree have been completed however, the University shall provide support to the Member so that he/she may be able to meet the requirement of the position In exceptional circumstances, the Provost may extend this period.

33.7.1 To facilitate the completion of the Board specialty or advanced degree for those Members hired without the requisite credential, the University shall provide up to two (2) months paid leave free from regularly assigned duties to the Member for the purposes of preparation, study and testing. Such leave may be taken in contiguous blocks, regularly scheduled days or hours within a work day as agreed to by the Member and his/her Director over the course of the continuing appointment-track appointment. Consideration will be given by the Director and not unreasonably withheld with respect to the expressed preference of the Member regarding timing of the leave.

33.7.2 No Veterinarian will be required to obtain more than one Board specialty or additional degree as a condition of his/her employment.

33.8 Promotion to Veterinarian recognizes long-term, established and outstanding contributions to the University and the profession. A Veterinarian must be Board Certified in a relevant specialty or, where no applicable designation exists, have attained the highest terminal degree relevant to her/his position. It is granted in recognition of professional competence and maturity and normally an established national record of service to the profession.

33.9 Contractually Limited Veterinarians are eligible for consideration for promotion in rank as per the provisions of this Article. Contractually Limited Members are not eligible for consideration of granting of Continuing Appointment.

33.10 Consideration for the conferring of Continuing Appointment will be based on the Veterinarian's lifetime contribution in the areas as defined in Article 30: Responsibilities of Veterinarians.

33.10.1 Each candidate for Promotion and the granting of Continuing Appointment is expected to establish a record of performance in each area of responsibility as outlined in his/her position description and consistent with the provisions of Article 30: Responsibilities of Veterinarians.

Probationary Period

33.11 The maximum duration of a Continuing Appointment-track Appointment is six (6) consecutive years of full-time employment (with five full reviews), exclusive of extensions granted for other reasons, such as Maternity/Parental Leave, and not counting periods of unpaid leave, from the date of the Continuing Appointment-track Appointment.

33.12 The maximum length of the Probationary Period for part-time appointments shall be seven (7) years for appointments with a workload of 75-99% of a full-time appointment and eight (8) years for appointments with a workload of 50-74% of a full-time appointment.

Guidelines and Documentation Templates for Assessment Purposes

- 33.13 The exact nature of information considered relevant in the consideration of Members for Continuing Appointment or for Review of Members, is to be decided upon by the Veterinarians and is articulated in the Guidelines Document. The criteria must be consistent with the Articles of the Collective Agreement and shall be those in effect prior to the period being reviewed. The criteria for Review, Promotion and Continuing Appointment, including any amendments to the same will be subject to approval, by secret ballot, by no fewer than two-thirds (2/3's) of the Veterinarians, and also by the University Continuing Appointment Committee and the Provost.
- 33.14 All Members are to be informed in writing by the Director/AVPR of any amendments to these criteria. All Members, at the time of initial appointment, are to be given a copy of the approved Guidelines Document stipulating the criteria and established and promulgated benchmarks for Continuing Appointment, Promotion and Review.
- 33.15 Each Veterinarian shall have a review of her/his performance in the area of Professional Practice written by the person to whom the Veterinarian reports (her/his Director). Such Report shall form part of the Member's Assessment File. The Veterinarian Member shall be provided an opportunity to respond verbally and in writing.
- 33.16 The Dean/AVPR, in consultation with the Provost, will develop standard documentation templates. The Dean/AVPR will consult with the Members Continuing Appointment Committee in the development of these templates:

Member Templates

33.16.1 Progress Template

A template for the purpose of Continuing Appointment and Promotion considerations (i.e., progress toward the granting of Continuing Appointment and Promotion to Associate Veterinarian, and applications for Continuing Appointment and Promotion) in which each Veterinarian Member will document his/her relevant life-time professional, scholarly and service contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, and in those cases where it is applicable a research and/or teaching/clinical dossier.

33.16.2 Performance Assessment Template

A template for the purpose of performance assessment in which each Veterinarian Member will document his/her relevant professional, scholarly and service contributions, activities, and accomplishments. This completed template will be included in the Member's Assessment File with, among other things, additional information about Professional Practice, and in those cases where it is applicable research and/or teaching/clinical dossier.

Continuing Appointment Committee Templates

33.16.3 Performance Assessment –Biennial Year

A MCA Committee Performance Assessment Report, which will form the basis of the MCA Committee's report to the UCA Committee on its overall assessment of the Veterinarian Member's performance. The written review shall focus on the effectiveness of the Member at meeting University established criteria (that have been

promulgated) and the general competence with which the duties and responsibilities of the position are carried out. The review will include the overall rater.

33.16.4 *Performance Assessment – Non-Biennial Year:*

Performance assessment in a non-biennial year is for the purpose of feedback only for Members whose overall performance in the previous year was assessed as less than “good.” A MCA Committee Performance Progress Report, which will form the basis of the MCA Committee’s report to the UCA on its overall assessment of the Veterinarian Member’s performance.

33.16.5 *Continuing Appointment-track Veterinarian Members – Progress Feedback*

A MCA Committee Progress Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s progress toward the granting of Continuing Appointment and Promotion to the rank of Associate Veterinarian.

33.16.6 *Continuing Appointment and Promotion to Associate Veterinarian – Application or Final Year Consideration*

A MCA Committee Continuing Appointment and Promotion Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s Application or final year consideration for the granting of Continuing Appointment and Promotion to Associate Veterinarian.

33.16.7 *Promotion to Veterinarian – Application*

A MCA Committee Promotion Report, which will form the basis of the MCA Committee’s report to the UCA Committee on its overall assessment of the Veterinarian Member’s application for the granting of Promotion to Veterinarian.

33.17 The MCA Committee Performance Assessment Report (per 33.16.3 and 33.16.4) will be retained in the Assessment File of the Member until completion of the current Performance Assessment Process (i.e., until such time that all appeals, arbitrations, and remedies for that Assessment year have been concluded), at which time it shall be removed from the Assessment File and Official File.

33.18 All MCA Committee Progress Reports (as per 33.16.5) and MCA Committee Continuing Appointment and Promotion Reports (as per 33.16.6) will be retained in the Official File of the Member until such time that Continuing Appointment and Promotion to Associate Veterinarian has been granted or the appointment of the Member has been terminated, and all applicable appeals, arbitrations, and remedies have been concluded, at which time they shall be removed from the Assessment File and the Official File.

33.19 The MCA Committee Promotion Report (as per 33.16.7) will be retained in the Assessment File of the Member until the current Continuing Appointment and Promotion deliberations are completed (i.e., until such time that all appeals, arbitrations, and remedies for that year of deliberations have been concluded), at which time it shall be removed from the Assessment File and Official File.

External Assessors

33.20 Written opinions of the Member's activities, as outlined in his/her Position Description and consistent with Article 30: Responsibilities of Veterinarians, by experts in the Member's field are required to support a recommendation for the granting of Continuing Appointment and Promotion to Associate Veterinarian and for Promotion to Veterinarian. External assessments are very important as part of the deliberations process but are not determinative. The Provost, in consultation with the Dean/AVPR, and through consultation with the University Continuing Appointment Committee, will devise the process by which external assessment will be sought for the conferring of Continuing Appointment and Promotion to Associate Veterinarian and the granting of Promotion to Veterinarian.

However, the following principles will apply:

- a) normally, External Assessors will be persons who have an 'arm's length' relationship to the Member and who are not members of the candidate's Department/Unit;
- b) the normal number of external assessments to be obtained will be three (3), at least one (1) of whom must be external to this University;
- c) the Chair of the Members Continuing Appointment Committee (MCA) and the Member will agree as to which individuals are acceptable Assessors and will forward this list to the Dean/AVPR. If agreement cannot be reached, the Members Continuing Appointment Committee (MCA) will decide on the acceptable Assessors;
- d) for consideration of Members in the OVC-HSC, the Dean will be responsible for communicating with assessors as per c) above and for consideration of Members in the AHL, the AVPR will be responsible for communicating with assessors as per c) above. The information sent to the Assessor will be accompanied by a standardized University of Guelph cover letter, developed and approved by the Provost, from the Dean/AVPR;
- e) all assessments will be in writing;
- f) the following information will be made available to the External Assessors:
 - 1) applicable Guidelines/Criteria for Continuing Appointment and Promotion;
 - 2) the Veterinarian's Curriculum Vitae;
 - 3) a copy of the Member's Position Description;
 - 4) the Member's teaching/clinical dossier (where applicable), compiled by the Member; and
 - 5) any other evidence of Professional Practice, Development, Scholarship or Service as determined by the Member.

Members Continuing Appointment Committee (MCA)

33.21 The role of the MCA Committee shall be to:

- a) consider the report from the Director;
- b) assess the Veterinarian Member's performance and complete a MCA Committee Performance Assessment Report to be considered as input to the UCA Committee;
- c) assess the Veterinarian Member's progress toward the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Progress Report to be considered as input to the UCA Committee as part of the feedback to the Veterinarian Member;

- d) assess the Veterinarian Member's application (or final year consideration) for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and complete a MCA Committee Continuing Appointment and Promotion Report to be considered as input to the UCA Committee as part of the Continuing Appointment and Promotion decision;
- e) assess the Veterinarian Member's application for Promotion to Veterinarian and complete a MCA Committee Promotion Report to be considered by the UCA Committee as part of the promotion decision;
- f) consider external assessments for the granting of Promotion to the rank of Veterinarian.

33.22 The composition of the MCA Committee shall be:

- a) four (4) Veterinarians holding Continuing Appointment, two from the OVC-HSC and two from the AHL, elected for a two (2) year term by all University Veterinarians in the respective units;
- b) the chair of the MCA Committee shall be elected by the members of the MCA Committee annually. The chair will be provided with a second vote to break a tie.

33.23 Subject to Articles 33.43 and 33.44, it is the responsibility of the Veterinarian to submit the completed file to the chair of the MCA Committee, or designate, by August 15th.

33.23.1 The chair of the MCA Committee shall ensure the Veterinarian Member is informed in writing when information, which is relevant to the current Continuing Appointment and Promotion, is placed in the Member's Assessment File after the August 15th submission date. Said Veterinarian will also be provided with reasonable time to review the information, but no less than ten 10 days, and to append documentation to the Assessment File should he/she so wish.

33.24 The chair of the MCA Committee shall ensure that documentation pertaining to the Veterinarian's assigned responsibilities and data regarding criteria, the Director's Report, letters of external assessment (where applicable), and the submitted file are properly included in the Veterinarian's Assessment file prior to the commencement of the deliberations process.

33.25 The chair of the MCA Committee shall ensure members of the Committee are provided with the relevant Continuing Appointment and Promotion Guidelines document.

University Continuing Appointment Committee (UCA Committee)

33.26 The role of the UCA Committee shall be to:

- a) receive for approval the Guidelines for Continuing Appointment and Promotion;
- b) assess the Veterinarian's performance and/or progress toward the conferral of Continuing Appointment and Promotion;
- c) consider the MCA Committee assessment and recommendation and the report from the Director;
- d) ensure the MCA Committee assessment is consistent with the Guidelines and established standards of performance;
- e) consider external assessments for the conferral of Continuing Appointment and Promotion to Associate Veterinarian and Promotion to Veterinarian;

- f) submit all recommendations to the Provost;
- g) submit positive recommendations for the conferral of Continuing Appointment and Promotion and Promotion to Veterinarian to the President for decision;
- h) issue a letter to the Veterinarian communicating the UCA Committee's assessment.

33.27 The composition of the University Continuing Appointment Committee shall be:

- a) the Dean (OVC) and the Associate Vice-President (Research), who will act as co-chairs of the UCA Committee. The Dean (OVC) will vote and have a second vote to break a tie only for cases of Veterinarians from OVC-HSC, and the Associate Vice-President (Research) will vote and have a second vote to break a tie only for cases of Veterinarians from AHL;
- b) one (1) Veterinarian with Continuing Appointment from OVC-HSC, elected for a two (2) year term by all Veterinarians; and
- c) one (1) Veterinarian with Continuing Appointment from AHL, elected for a two (2) year term by all Veterinarians.

33.28 The chairs of the UCA Committee will be responsible to ensure the transfer of the Assessment File considered by the MCA Committee to the UCA Committee. The Chairs of the UCA may request that the chair of the MCA Committee and/or the Director appear before the UCA Committee as a part of the deliberations process.

33.29 The complete Assessment File shall include all of the same information considered by the MCA Committee plus the Assessment/Progress Report and relevant recommendation from the MCA Committee plus the report of the Director. The Assessment/Progress Report and recommendation from the MCA Committee, signed by all members of the Committee who were present for the relevant deliberations, conveys the overall assessment of the Veterinarian Member's performance in relation to the expectations set out in the approved Continuing Appointment and Promotion Guidelines document.

Committee Mode of Operations and Election to Committee

33.30 The Veterinarian's performance will be evaluated solely on the basis of the material contained in the Assessment File, and therefore accessible to the Veterinarian Member prior to the meeting of the MCA Committee (i.e., evaluations cannot be based on hearsay information).

33.31 The decisions of the MCA and UCA Committees will be reached by majority vote. The vote shall be by secret ballot. A Member may withdraw prior to consideration and decision on a particular case. A Member shall withdraw prior to consideration of his/her case. However, no Member present for the consideration of a case who is eligible to vote will abstain from voting. Recusals will be recorded explicitly, with their effective date, and may not be rescinded.

33.32 All Veterinarians holding Continuing Appointment are eligible for election to the MCA Committee, the UCA Committee, and the University Veterinarians Appeals Committee (UVAC) with the exception of any Member currently elected to either the MCA Committee, UCA Committee, or, the UV Appeals Committee;

33.33 All elections for the MCA Committee, UCA Committee and the UV Appeals Committee will be conducted by the Nominating Committee with administrative support from the Dean and AVPR office. The Nominating Committee shall be comprised of one elected Veterinarian Member and

the Dean (if the elected Member is from the AHL) or the AVPR (if the elected Member is from the OVC-HSC), or designate. One Veterinarian is elected in November to the Nominating Committee for a two-year term by the Veterinarian Members.

- 33.34 The Nominating Committee requests nominations from Veterinarians at least two (2) weeks prior to the commencement of an election. The MCA Committee election shall be held during January and the Veterinarians will be informed of the results of the election prior to elections for the UCA Committee and the UV Appeals Committee. The outgoing Nominating Committee conducts the elections for the successor Committee.
- 33.35 Voting will be by secret ballot, submitted in double envelopes, the outer signed by the voter, to the Nominating Committee by the deadline specified by said Committee. The Nominating Committee will inform the University Veterinarians and the Association of the results.
- 33.36 Voting will be consistent with the following:
- a) Member's Continuing Appointment Committee: The chair who is elected in accordance with this Article, shall have voting privileges and shall cast an additional vote in the case of a tie vote at the Committee.
 - b) University Continuing Appointment Committee: There will be one vote at the level of the chair. That is, for consideration of Members in the OVC-HSC, the Dean will have the vote and for consideration of Members in the AHL, the AVPR will have the vote. If the Dean or AVPR must recuse him/herself, he/she shall name a designate (e.g. Associate Dean OVC or alternate AVPR, respectively, exclusive of the Director to whom the candidate directly reports). In the case of a tie vote at the Committee, for consideration of Veterinarians in the OVC-HSC, the Dean shall cast a second, deciding vote and for consideration of Members in the AHL, the AVPR shall cast a second, deciding vote.
- 33.37 The length of term following an election of a Member to the MCA Committee, the UCA Committee, or the UV Appeals Committee shall be for a period of two (2) years.
- 33.38 If an elected Member is unable to serve, then the Member will be replaced by the unelected Veterinarian with the largest number of votes. Should there have been no unelected candidates in the annual election; a special election will be held to fill the vacant position.

Continuing Appointment and Promotion for Veterinarians

- 33.39 Each year, all continuing appointment-track and multi-year Contractually Limited Veterinarians will submit a completed Progress Template to the chair of the MCA Committee according to the timelines indicated in this Article. The progress towards continuing appointment and promotion to Associate Veterinarian of all Continuing Appointment-track Veterinarians will be considered by the MCA Committee and the UCA Committee and feedback in the form of a Progress Report will be provided by the Dean/AVPR to the Member and copied to his/her Director.

Granting of Continuing Appointment

- 33.40 The Director shall, prior to the submission of the assessment file to the chair of the MCA Committee, meet with each Continuing Appointment-track Veterinarian to review his/her file and performance review. The Dean/Associate VPR shall, upon written request by the Member and within ten (10) days of receipt of such written request, meet with the Member to review his/her assessment file.

33.41 Failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/Associate VPR and Provost, will result in the determination that progress has not been made toward granting of Continuing Appointment and Promotion to Associate Veterinarian, and such decision shall be recorded in the Member's Assessment File.

33.41.1 In the final year of candidacy for Continuing Appointment and Promotion to Associate Veterinarian, failure to submit the completed Progress Template (as per 33.16.1) to the chair of the MCA Committee by the deadlines indicated in this Article, without prior written approval from the Dean/AVPR and Provost will result in the termination of the Veterinarian Member's Continuing Appointment-track Appointment.

33.42 In the final review for Continuing Appointment-track Members, consideration for the granting of Continuing Appointment and conferring of Promotion to the rank of Associate Veterinarian will occur and the decision will be either to grant Continuing Appointment and confer Promotion to Associate Veterinarian or not to grant Continuing Appointment and to terminate the Assistant Veterinarian's Appointment.

33.43 Further to Article 33.39, the Veterinarian may apply for the early granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian in either the third, fourth or fifth year of appointment. Such application shall be made, in writing, by the Member to the Dean/AVPR through the chair of the MCA Committee by May 15th. The information contained in Article 33.20 (f) (2, 3, 4 and 5) shall be provided by the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

Promotion to Veterinarian

33.44 Consideration for Promotion to the rank of Veterinarian will occur only on application of the Member. Such application, including the name and full contact information of six (6) assessors, shall be made in writing by the Veterinarian Member to the Dean/AVPR through the chair of MCA by May 15th. The information indicated in Article 33.20 (f) (2,3,4 and 5) shall be provided by the Member to the Dean/AVPR by June 8th. Updated materials to the Member's Assessment File may be submitted by the Member until August 15th.

Deliberations Process and Communication of Decision

33.45 The MCA Committee will assess each Assistant Veterinarian's performance and make a recommendation to the chair of the UCA Committee with respect to the granting of Continuing Appointment and conferring of Promotion to Associate Veterinarian. The MCA Committee will complete the appropriate Report (per Article 33.16) for each Veterinarian who has been considered. The appropriate Report and relevant recommendation will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report and relevant recommendation will be sent to the chair of the UCA Committee.

33.46 Within fifteen (15) days following completion of performance assessment and Continuing Appointment the Dean/AVPR will provide to each Veterinarian being considered a letter (signed by all members of the UCA Committee who were present for the relevant deliberations) indicating the following:

- a) for Continuing Appointment-track Members: An assessment of progress toward Continuing Appointment in each area of responsibility as outlined in the Position Description;

- b) for all Members who were considered for Continuing Appointment: the recommendation of the UCA Committee along with the reasons for the recommendation.

33.47 For Veterinarians considered for Continuing Appointment and Promotion, the letter will include one of the following recommendations:

- a) that Continuing Appointment be granted and Promotion to Associate Veterinarian be conferred;
- b) that the Continuing Appointment-track Appointment be continued; or
- c) that Continuing Appointment not be granted and the Appointment be terminated.

In the final year of candidacy for Continuing Appointment, the Committee is limited to the decisions outlined in a) and c) above. The letter to the Member will include explicit mention of the Member's right to appeal the recommendation, as per Article 33.50, and to contact the Association.

33.48 The UCA Committee, at the same time, will forward to the Provost all recommendations, along with full files and copies of all correspondence related to those recommendations.

33.49 Following consultation with the Provost, the President will make an expeditious decision either to grant continuing appointment immediately or to deny continuing appointment, and will communicate his/her decision to the Veterinarian immediately. The new rank will become effective the following July 1st. In the case of a denial of continuing appointment, reasons will be provided.

Appeals

33.50 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian may appeal a negative recommendation of the UCA Committee to the chair of the University Veterinary Appeals Committee. Requests for extension, based on extenuating circumstances, may be made to the Provost. Such a request shall not be unreasonably denied.

33.51 The appellant Veterinarian may request to see his/her Official File/ Assessment File, and the signed Report(s) from the MCA and the UCA Committee(s). Letters from external assessors will be provided upon request, but they shall be provided by the Dean/AVPR without attribution and with any personally-identifying information removed.

University Veterinarians Appeals (UVA) Committee

33.52 The Committee will serve as an advisory body to the Provost and the VPR, who will act as committee co-chairs. The UVA Committee shall consider all appeals and recommendations from the UCA Committee and will make its recommendation to the President.

33.53 The membership of the UVA Committee shall be:

- a) The Provost and Vice-President (Research), who will act as co-chairs of the committee;
- b) Two (2) Veterinarians holding Continuing Appointment elected for a two (2) year term by University Veterinarians.

33.54 The complete Assessment File shall include all of the same information considered by the UCA Committee plus the Assessment/Progress Report and recommendation

- 33.55 The Veterinarian may choose to appear before the UVA Committee, if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement and attach materials, which may be new, in support of the appeal of the decision not to grant Continuing Appointment, and to terminate the appointment. The Member may choose to be accompanied by a representative of the Association.
- 33.56 The UVA Committee may request the Veterinarian, his/her Director, the chair of the MCA Committee, the Dean/AVPR or any other member of the MCA or the UCA Committees to appear before it.
- 33.57 The Provost/VPR may, where she/he considers it appropriate, extend the Veterinarian's probationary period to permit reconsideration of the case by the Committee.

Decision of the President

- 33.58 Following the hearing of all appeals, the UVA Committee shall forward its recommendations to the President. The President shall inform the Veterinarian in writing of the decision of the University.

Performance Assessment

- 33.59 The following performance assessments will be conducted in accordance with the process outlined in this Article:
- a) annual assessment of performance of all Continuing Appointment-track Veterinarians for the purpose of feedback related to progression toward Continuing Appointment and Promotion to Associate Veterinarian;
 - b) annual assessment of performance of all contractually limited Members;
 - c) biennial assessment of all Veterinarian Members holding Continuing Appointment-track and Continuing Appointment for the purpose of performance assessment and feedback. Such consideration will occur in even-numbered years.
- 39.59.1 The biennial performance review of Continuing Appointment-track or Continuing Appointment Veterinarians and the annual performance reviews of Contractually Limited Members provide to each Member a rating of either "Unsatisfactory", "Improvement Required/Developmental", "Good", "Very Good", or "Outstanding" in each of area of effort: Professional Practice, Professional Development and Research Scholarship, and Service. Members shall not be ranked within these performance ratings. In addition, each Veterinarian Member will receive an overall performance rating, determined on the basis of the three individual performance ratings weighted according to the Member's Position Description during the review period.
- 33.60 Each Veterinarian must submit his/her completed Performance Assessment Template to the chair of the MCA Committee by August 15th. The chair of the MCA Committee will provide a written reminder to each Veterinarian of the deadlines for submission of documentation.
- 33.61 Failure to submit the completed Performance Assessment Template by August 15th, without prior approval from the Dean/AVPR and Provost, will result in an Unsatisfactory performance assessment.

33.61.1 Notwithstanding the scheduling provisions outlined in 33.59, the following assessments will occur on an annual basis:

- (i) Subsequent to any overall biennial performance assessment of a continuing appointment-track or tenured Veterinarian Member that is less than “Good”, that Member will be subject to an annual review of performance by the MCA and UCA for the purpose of providing feedback on performance (i.e., no performance raters will be determined).
- (ii) The performance of all Contractually Limited Veterinarian Members shall be reviewed on an annual basis for the purpose of providing constructive feedback on performance and for the purpose of assigning an overall performance rater (per 39.59.1 above).

33.62 The MCA Committee will assess each Veterinarian’s performance and will complete Performance Assessment Report for each Member who has been considered. The Performance Assessment Report will include the individual performance raters for each area of effort and will also include the overall performance rater. The MCA Committee will not rank order Veterinarian Members within the performance rater categories. The Performance Assessment Report will be signed by all members of the Committee who were present for the relevant deliberations. The completed and signed Report will be sent to the chair of the UCA.

33.63 Following consideration by the UCA Committee, the Dean/AVPR will provide in writing (and signed by all members of the UCA Committee who were present for the relevant deliberations) the assessment of the Veterinarian’s performance to the Member and also copy it to his/her Director. The letter to the Member will include explicit mention of the Member’s right to appeal the assessment, as per Article 33.64, and to contact the Association.

Appeals of Performance Review

33.64 Within fifteen (15) days of the date of issuance of the letter from the Dean/AVPR, the Veterinarian who has received an overall performance rating of less than “Good” may appeal to the chair of the UVA Committee.

33.64.1 A Continuing Appointment-track Veterinarian Member may appeal to the Chair of the UVA Committee any overall performance rater and/or individual performance rater.

33.65 The appellant Veterinarian may request to see his/her Assessment File including the signed Performance Assessment Report from the MCA Committee and the UCA Committee.

33.66 The UVA Committee may request the Veterinarian, the Director, the Dean/AVPR and any other member of the MCA or UCA Committees to appear before it as part of the appeal process.

33.67 The Veterinarian who has received a performance assessment of less than “Good” may choose to appear before the UVA Committee if he/she requests in writing. Whether or not he/she wishes to appear, he/she may submit a written statement.

33.68 The Veterinarian is entitled to be accompanied to the meeting of the UVA Committee by a representative of the Association.

33.69 The chair of the UV Appeals Committee will provide the decision in writing to the Veterinarian within fifteen (15) days of the date of the meeting at which the Member’s appeal was heard.

Grievance

33.70 Any grievance of a decision arising from the Article shall be commenced at Arbitration, according to the provisions of Article 40: Grievance and Arbitration.

Article 34 – Placeholder

This article is purposefully left blank in order to avoid the renumbering of all subsequent provisions.

Article 35 - Professional Development Leaves for Veterinarians

Short-Term Professional Development Leave

- 35.1 Veterinarian Members shall be permitted, when determined to be operationally and financially feasible by the Director, to attend conferences, workshops, seminars and meetings for professional development purposes and may consult sources outside the University, visit laboratories and/or libraries, and seek other sources of material for scholarly endeavours, with salary.
- 35.2 For such leaves from his/her normal responsibilities, a Veterinarian Member shall make a written request for approval to the Director at least one (1) month in advance, and shall collaborate with the Director to make acceptable arrangements for meeting the Member's obligations and responsibilities. Such Leave shall normally not exceed five (5) working days. The University will consider funding requests related to Professional Development Leave.

Longer-Term Professional Development Leave

- 35.3 Continuing Appointment Veterinarian Members are eligible after six (6) years of continuous and satisfactory service and with the approval of the Director to make application for a Longer-Term Professional Development Leave. This Leave is possible based on the merit of the Member's application and the availability of funding. Such Leave will be paid (for a maximum of one semester). Application for such Leave must be submitted in writing by the Member to the Director at least twelve (12) months prior to the intended start date of the Leave. The written application will include:
- a) a statement of goals;
 - b) a plan of scholarly activity and the benefit to the unit of such leave;
 - c) an indication of when and where the Leave is expected to be taken, the length of leave requested (to a maximum of one semester), and an indication that the proposed host institution is willing and able to host the Member's Leave;
 - d) recommendations for meeting the Member's obligations and responsibilities during the period of the approved Leave. These can be developed in discussion with the Director.
- 35.4 The Director will consider the request and shall inform the Veterinarian Member of the decision to approve or deny the Leave. Reasons for denial will also be given in the letter.
- 35.5 Under circumstances determined by the operational needs and priorities of the unit, the Director may delay the commencement of an approved Leave. Such delay, however, cannot be for a period exceeding two (2) years.
- 35.6 A Veterinarian Member whose application for Leave has not received approval may appeal to the Dean or Vice-President (Research).
- 35.7 Within sixty (60) days of the conclusion of the Leave, the Veterinarian Member will provide a written report to the Director describing what has been accomplished in relation to the plan submitted.
- 35.8 It is expected that the Veterinarian Member will return to the University of Guelph for at least one (1) year following the Leave.

Article 36 - Paid Personal Leave (PPL) for Veterinarian Members

- 36.1 Notwithstanding the provisions of Article 48: Compassionate Leave, Continuing Appointment-track and Continuing Appointment Veterinarian Members shall be allowed up to three (3) days of PPL annually, which must be approved and granted by the Director, or designate.
- 36.2 PPL is intended to address unanticipated issues of an emergency nature that are not provided for in Article 48: Compassionate Leave. PPL is not intended for purposes of extending vacation or for the day prior to or following a paid holiday.
- 36.3 PPL does not accrue from one year to another.
- 36.4 Each request shall indicate the reason for the request, providing as much notice as practicable.

Article 37 - Redeployment or Severance of Veterinarian Members Due to Reorganization or Significant Change in Demand for Services

37.1 When the University approves a significant reorganization or when there is a significant change in demand for services that may affect one or more Veterinarian Members, the Provost and the Vice-President (Research), in consultation with the Association, will strike a Redeployment Advisory Committee. The Redeployment Advisory Committee, once struck, shall provide advice on measures needed to effect the reorganization or respond to the change in demand for services, including the possibility of redeployment or of termination with severance for Members.

Redeployment Advisory Committee

37.2 The Redeployment Advisory Committee will be comprised of the Director, the Dean/AVPR, and two (2) Veterinarian Members with Continuing Appointments, named by the Association.

37.3 The Redeployment Advisory Committee will prepare a plan that includes a list of those Veterinarian Members who are, or may be, affected. This plan will be submitted to the Provost and the Vice-President (Research) within thirty (30) days of the Committee being struck.

37.4 Recommendations about affected Veterinarian Members shall be considered on a case by case basis by the Redeployment Advisory Committee. Whenever practicable, Members holding contractually limited appointments shall be reassigned or terminated ahead of Members holding Continuing Appointment-track or Continuing Appointments. In the case where more than one Member performs the same job, the person with the shortest amount of continuous employment within the Bargaining Unit (Bargaining Unit seniority) shall be the first to be redeployed.

Redeployment Process

37.5 The Provost and the Vice-President (Research) will convene a meeting with the President of the Association to provide notification that a reorganization will be effected and will provide the names of the Veterinarian Members who are affected. The Provost and the Vice-President (Research) will provide this notification in writing to the President of the Association at this meeting.

37.6 Following this meeting and within ten (10) days, the appropriate Director will meet individually with each of the affected Veterinarian Member(s) to inform them of the impending reorganization and discuss options available for individual Members. The Director will discuss with the affected Member(s) his/her individual career goals and perceived fit with other Units/Departments, if applicable. If applicable, the Director will then make a written recommendation to the Provost and Vice-President (Research) with respect to the most likely Unit/Department for the redeployment of the Member. The Director shall inform the Member in writing of the decision with respect to redeployment, if applicable, and the reasons for the decision.

37.6.1 The Veterinarian Member may be accompanied by another Member or representative of the Association at this and subsequent meetings.

37.7 If there is a position identified to which a Veterinarian Member can be redeployed in 37.6 above, the Member must, within thirty (30) days, accept the redeployment or request, in writing, that termination with severance be initiated.

- 37.8 All existing entitlements, including, but not limited to, rank, salary, benefits, leaves, and seniority shall be transferred with the Veterinarian Member(s) in the event of redeployment.
- 37.9 A Veterinarian Member may not be transferred from the University of Guelph main campus without his/her consent.
- 37.10 If a position cannot be identified for redeployment in 37.6, then the termination with severance option (below) will be initiated.

Termination with Severance

- 37.11 The University shall give to each Veterinarian Member holding a Continuing Appointment-track or Continuing Appointment who is affected by a reorganization or a significant change in demand of service leading to termination with severance:
- a) Notice: six (6) months' notice, or six (6) months' actual salary in lieu of notice, or a combination of notice and actual salary equivalent to six (6) months'; and
 - b) Severance: one (1) month's salary for each year of continuous employment at the University with a minimum of six (6) months, up to a maximum of twenty-four (24) months.

Article 38 - Academic Fraud and Misconduct

38.1 Academic Fraud or Misconduct does not involve an honest error, conflicting data, differences in the interpretation or assessment of data, or experimental design or practice, unless there has been an intent to mislead. Any finding of Academic Fraud or Misconduct shall require clear, cogent and convincing proof of actual dishonest purpose and intent, or reckless disregard for the likelihood to mislead.

38.2 Academic Fraud or Misconduct in Research/Scholarship includes:

- a) fabrication and falsification of research findings or scholarly materials;
- b) plagiarism;
- c) failure to recognize by due acknowledgement the substantive contributions of others, including students, or the use of unpublished materials of others without permission, or the use of archival materials in violation of the rules of the archival source;
- d) failure to obtain the permission of the author before making significant use in any publication of new information, concepts, or data obtained through access to manuscripts or grant applications during the peer review process;
- e) submission for publication of an article originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a re-publication;
- f) falsification or misrepresentation of credentials or other intentionally misleading practices in proposing, conducting, or reporting Research/Scholarship;
- g) intentional unauthorized diversion of Research/Scholarship funds of the University, federal or provincial granting councils, or other sponsors of research;
- h) material failure to comply with relevant federal or provincial statutes or regulations, or policies promulgated by the Senate or Board of Governors that are not inconsistent with this Agreement for the protection of researchers, human subjects, or for the health and safety of the public or the welfare of laboratory animals;
- i) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- j) failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public;
- k) failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stock-holding, a directorship, significant honoraria or consulting fees, but does not include routine stock holding in a publicly-traded company.

Procedures

38.3 Any investigation related to allegations of misconduct in research and scholarly activity shall be conducted in accordance with the investigation process as outlined in Article 39: Investigation of Allegations and Discipline.

38.4 Any discipline imposed on a Member for misconduct in research and scholarly activity shall be subject to Article 39: Investigation of Allegations and Discipline.

Article 39 - Investigation of Allegations and Discipline

Preamble

- 39.1 A Member may be disciplined only for just cause and only in accord with the provisions of this Article.
- 39.2 Disciplinary action shall be reasonable and consistent with the principle of progressive discipline, commensurate with the seriousness of the misconduct.
- 39.3 The investigation, in and of itself, is not considered to constitute discipline and is not grounds for grievance, although the Association may grieve if it believes that the basis for, or conduct of, the investigation violates the Collective Agreement.
- 39.3.1 All investigations will be conducted as expeditiously as possible.

Investigation

- 39.4 The University may investigate any allegation which, if proven, would warrant taking disciplinary action against a Member. Subject to 39.9, within ten (10) days, or as soon as practicable after an allegation has been made, the University shall inform the Member of the nature of the allegation that has been made and his/her right to seek assistance from the Association. If a complaint in writing has been received by the University, the Member and the Association will, at this time, be given a copy of it. If appropriate, the complaint may be redacted to retain confidentiality.
- 39.5 Where the University will be investigating any allegation about a Member that, if proven, would warrant disciplinary action against the Member, subject to Article 39.9.1 below, the Member will be notified by the Dean, University Librarian, or, in the case of Veterinarians, Director, as soon as is practicable of the reasons for, and the nature of, the planned investigation.
- 39.6 During an investigation the University may remove a Member with pay, if the circumstances warrant it. Such investigation will occur as expeditiously as possible. The mere fact of an investigation is not grounds for grievance although a Member may grieve whether the basis for, or conduct of, the investigation conforms to this Article.
- 39.6.1 Any breach of the investigatory process does not result in the discipline being void. Any breach is, rather, a factor to be considered by an arbitrator in fashioning a remedy.
- 39.7 Notwithstanding 39.24, if a Member poses a real and present danger to the safety of any member of the University community or to University property, the University may decide to remove the Member from the workplace during the investigation and the Member will continue to receive full salary and benefits.
- 39.8 A Member shall have the right to receive assistance and representation from the Association.
- 39.9 Subject to Article 39.9.2 below and as soon as is practicable, but no later than ten (10) days after commencing an investigation, the University shall advise the Member and the Association's Executive Officer or designate in writing:
- a) of the nature, substance, and scope of the investigation,
 - b) of the Member's right to seek assistance from the Association;

- c) that the Member is invited to respond to the allegation(s) by meeting or submitting materials, or both;
- d) that the Member is invited to submit a list of persons, along with a written explanation as to the reasons for each person listed, whom the Member believes should be interviewed as part of the investigation.

39.9.1 The University will provide a list of the persons identified as per 39.9 (d) whom it has not contacted, if any, and provide a written explanation.

39.9.2 The University may withhold information, decide not to notify the Member, or delay notifying the Member if there are grounds to believe there is a risk of significant harm to another person or to University property or that the investigation may otherwise be jeopardized. In such case, the University shall notify the President of the Association, or designate, immediately.

39.10 Members and the University shall maintain the confidentiality of the investigative process, its findings, and its outcome. Information will be disclosed only to those with a demonstrable need to know. Those in receipt of information pertaining to the investigative process are bound to hold such information in confidence. The University may disclose information where it has grounds to believe that confidentiality may put a person at risk of significant harm or if the University is legally required to disclose. In such a case, the University shall immediately inform the Association of its decision not to maintain confidentiality and the grounds for the decision.

39.10.1 All persons contacted by the University during the investigation shall be informed of the confidentiality requirement under Article 39.10 above.

Tentative Results of the Investigation

39.11 The University shall notify the Member of the tentative results of the investigation within ten (10) days of the results being known.

39.12 Pursuant to Article 39.11, the University shall either:

- a) advise the Member that discipline will not be imposed and that the investigation is closed, or
- b) inform the Member that the University believes that discipline is warranted. In this case, the University shall invite the Member to attend a meeting before the investigation is closed, and before any discipline is imposed, to allow the Member to respond.

39.13 The Member may respond in person or through an Association representative. Should the Member fail to respond to the invitation within ten (10) days or fail to attend a meeting on the matter, without reasonable excuse, the University may proceed under the terms of this Article.

Disciplinary Measures

39.15 Disciplinary measures that the University might take against a Member are limited to:

- a) written warning or reprimand;
- b) suspension with pay;
- c) suspension without pay; or
- d) dismissal for cause.

- 39.16 A written warning or reprimand shall be clearly identified as a disciplinary measure and shall contain a clear statement of the reasons for the discipline.
- 39.17 A suspension with pay is the act of the University's relieving, for cause, some or all of a Member's duties and/or entitlements without the Member's consent.
- 39.18 Dismissal means the termination of Appointment without the Member's consent before retirement/resignation or the end of the contract.
- 39.18.1 Non-renewal of a Contractually Limited Appointment does not, in and of itself, constitute dismissal. Not granting of a Continuing Appointment or Tenure to a Member does not constitute dismissal.
- 39.18.2 Grounds for dismissal of a Member shall be:
- a) gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
 - b) persistent failure to discharge Responsibilities through incompetence or neglect of duties; or
 - c) abandonment of duties.

Disciplinary Process Distinct from Academic Assessments

- 39.19 a) The fact that a disciplinary measure is contemplated or has been imposed cannot be considered in Tenure/Continuing Appointment and Promotion and Annual Performance Assessment; however, the facts that resulted in, or may result in, the imposition of discipline may be considered, if relevant to an academic assessment.
- b) The existence of an academic assessment, or findings arising from an academic assessment, cannot lead to discipline unless the steps preceding discipline provided for in this Article including notice and investigation have been followed.
- c) Outcomes of the Performance Assessment Process (per 21.61 – 21.67, 28.58 – 28.64 or 33.59 – 33.63 as applicable) may be considered grounds for disciplinary action only if an overall rater of "Less than Good" is assigned, and only where there are proven and repeated concerns about performance under Article 21, 28 or 33 (as applicable).

Disciplinary Process

- 39.20 Where the University believes disciplinary action is warranted, the Member shall be notified in writing of a meeting, stating the time and place and that the Member has the right to have an Association representative at the meeting. This meeting shall take place within fifteen (15) days of the written notification of the meeting.
- 39.21 At the meeting, the University shall provide the Member with details of the disciplinary measures to be imposed and the reasons therefore.
- 39.22 Any Grievance related to a suspension or dismissal shall commence at the Formal Stage in accordance with Article 40: Grievance and Arbitration.
- 39.23 Where disciplinary action has been taken, the University shall only notify those officials with a demonstrable need to know.

- 39.24 A Member who is suspended shall receive full salary and benefits until any Grievance contesting such disciplinary action has been finally resolved through Arbitration or until the time for filing a Grievance has lapsed.
- 39.25 At an Arbitration or Grievance relating to discipline, the onus is on the University to prove that discipline was for just cause.

Sunset Provision

- 39.26 Any record of discipline shall be removed from a Member's Official File twenty-four (24) months after the date on which the discipline was imposed, unless the Member has been given further warnings or reprimands and the Association does not successfully grieve the matter.

Restrictions on Discipline

- 39.27 Notwithstanding 39.4, if a University rule, regulation, or policy has been violated by a Member, the University rule, regulation, or policy must have been promulgated by the appropriate authority and not be in violation of this Agreement in order for a Member to be disciplined specifically for the violation of such a rule, regulation, or policy.
- 39.28 No investigation under this Article shall be initiated by the University more than forty-five (45) days after it knew, or ought reasonably to have known, about the facts that could be the basis for discipline.
- 39.29 If disciplinary procedures are in progress while a Member is being considered for renewal, Continuing Appointment, Tenure, Promotion, or Study/Research Leave, upon request of the Member or University, the consideration may be deferred until the disciplinary process has been concluded. In cases of renewal, Tenure, or Continuing Appointment the Member's appointment shall be extended by the length of the deferral to allow for completion of the renewal or Tenure process.
- 39.30 Only the President or his/her designate may suspend or dismiss a Member.

Article 40 - Grievance and Arbitration

General

- 40.1 The Parties agree to attempt to resolve disputes arising from this Agreement amicably and promptly.
- 40.2 In order to ensure that Grievances of Members are remedied in a reasonable, just, and equitable manner, the University and the Association mutually agree that the procedure for submitting and dealing with Grievances shall be as indicated in the remainder of this Article.
- 40.3 The University agrees that at any stage of the informal resolution and/or grievance procedure, Members have the right to be accompanied by an Association designate.
- 40.4 No Grievance may proceed to the formal Grievance Procedure unless it has been assumed by the Association.
- 40.5 The time limits in the Grievance procedure may be extended only by mutual written consent of both the Provost, or designate, and the President of the Association, or designate. Similarly, no step in the grievance procedure may be waived without mutual written consent of both Parties to this Agreement. Consent to the extension of these time limits will not be unreasonably withheld.

Definitions

- 40.6 An Individual Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by one Member and initially presented to the Dean, University Librarian, or in the case of Veterinarians, Director, or designate in accordance with Article 40.9.
- 40.7 A Group Grievance is a difference arising out of the interpretation, application, administration, or alleged violation of this Agreement initiated by two (2) or more Members where the same issue is in dispute. A Group Grievance shall be initially presented to the Dean, University Librarian, or, in the case of Veterinarians, Director, in accordance with Article 40.9. If the Members are from different Colleges, a Group Grievance shall be initially presented to the Provost, or designate, and be processed at the Formal Stage as set out in this Article.
- 40.7.1 In the case of a Group Grievance, it shall be raised within thirty (30) days after the group could reasonably be expected to have become aware of the relevant circumstances.
- 40.8 A Policy Grievance is a difference arising between the University and the Association as to the interpretation, general application, or alleged violation of a specified provision or provisions of this Agreement.
- 40.8.1 Such Policy Grievances shall be submitted in writing, signed by the President of the Association, or designate, or the Provost, or designate, as the case may be, and submitted to the Manager, Faculty Relations or designate or Executive Officer of the Association or designate, as the case may be, within thirty (30) days after the occurrence of the matter that is the subject of the Grievance.
- 40.8.2 The responding party shall provide a written response within twenty (20) days following receipt of the Grievance.

40.8.3 If the Policy Grievance is not resolved, the initiating Party may notify the other Party, in writing, within twenty (20) days that it intends to proceed to Arbitration pursuant to this Article.

Informal Resolution

- 40.9 The University and the Association mutually agree that it is the desire of the Parties that differences in the interpretation, application, administration, and alleged violations of this Agreement shall be dealt with as quickly as is reasonably possible. If a Member has a complaint/dispute that may give rise to a Grievance, he/she and/or an Association designate shall first discuss the matter at a meeting arranged for this purpose with the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, within twenty (20) days after the Member would reasonably be expected to have become aware of the circumstances giving rise to the complaint/dispute.
- 40.10 The Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall be allowed ten (10) days to seek information and advice and to communicate a proposed resolution. A copy of the agreed-upon resolution, signed by the Member, the Dean, University Librarian or, in the case of Veterinarians, Director, and the Association, will be forwarded to the Member, Executive Officer of the Association, or designate, and to the Manager, Faculty Relations, or designate.
- 40.11 Failing informal resolution of the Grievance and within ten (10) days following receipt of notification of the proposed resolution under the informal process, the Association has the right to present the written Formal Grievance to the Provost, or designate, pursuant to this Article.
- 40.12 No minor technical irregularity or error shall prevent the substance of a Grievance from being heard and determined on its merits.
- 40.13 An Individual, Group, or Policy Grievance shall include the following:
- a) the date of presentation;
 - b) the nature of the grievance;
 - c) where applicable, the names of the grievor(s);
 - d) the remedy sought;
 - e) the article, section, or sections of this Agreement allegedly violated or the alleged occurrence said to have caused such Grievance;
 - f) applicable signature(s).

Formal Grievance Procedure

- 40.14 Following receipt of a Formal Grievance, the Provost, or designate shall convene a meeting within ten (10) days with the Member and/or the Association designate. With reasonable notice to the other Party prior to the meeting, either Party may have others attend who have information relevant to the specific Grievance. The Provost (or designate) shall reply in writing within fifteen (15) days of that meeting.
- 40.15 Where no answer is given within the time limit specified, the grieving Party shall be entitled to submit the Grievance to the next step of the Grievance Procedure. Should the grieving Party fail to act within the time limits set out at any of the stages or steps of the Grievance and Arbitration procedure, and has not within that period requested and been granted an extension of time

limits (extension shall not be unreasonably withheld), the Grievance shall be considered to have been abandoned.

- 40.16 In the case of a Member who has been suspended or discharged, denied Tenure/Continuing Appointment, or whose Tenure-track/Continuing Appointment-track appointment has not been renewed, the Association has the right to submit a formal Grievance in writing, signed by the Member and the Association, directly to the Provost or designate. The Provost or designate will respond within five (5) days of the date of receipt of the Grievance.
- 40.17 In all cases involving dismissal, denial of Tenure/Continuing Appointment, discipline, the burden of proof shall be on the University to establish its case.
- 40.18 The University and the Association agree that all resolutions/remedies reached under the grievance procedure between the representatives of the Parties will be final and binding upon the Parties and the Members.
- 40.19 Failing resolution of a Grievance, the University or the Association will provide notification that a matter shall be submitted to Arbitration. Such notification must be made in writing and addressed to the other party within fifteen (15) days of the date of receipt of the formal Grievance decision.

Arbitration

- 40.20 Powers of the Arbitrator:
- a) except as provided in this Article, the Arbitrator shall have the powers of an arbitrator as stated in the Ontario Labour Relations Act, as amended from time to time.
 - b) the Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
 - c) in the event an Arbitrator deals with a matter relating to discharge, suspension, or disciplinary action, the Arbitrator has the authority to reinstate a Member with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable that would be consistent with the terms of this Agreement.
- 40.21 In arbitrations over the denial of Promotion, Tenure, Continuing Appointment, or a specific appointment, the Arbitrator shall have the jurisdiction to examine and grant a remedy on aspects of the process or decision leading to the Grievance. The Arbitrator shall not have the power to award Promotion, Tenure, or Continuing Appointment. In such circumstances, the Arbitrator may prescribe remedies, including, but not limited to, extension of the probationary period and/or remitting the case for reconsideration, possibly with different material and/or different assessors.
- 40.21.1 The Arbitrator may appoint an Academic Panel. The Academic Panel shall be comprised of one tenured faculty member nominated by the Association and one tenured faculty member nominated by the University. The nominees will agree to a third tenured faculty member to be chair. The decision of the Panel will be binding on the Parties.
- 40.22 The decision of the Arbitrator shall be final and binding upon the Parties.

40.23 All arbitration expenses, including the remuneration of the Arbitrator, shall be shared equally by both Parties, subject to the award of costs by the Arbitrator as part of the remedy.

Article 41 - Health and Safety

41.1 The University and the Association agree that the protection of the health and safety of Members and other persons in the workplace is an important matter of mutual concern and that both the University and the Members have responsibilities delineated in the *Occupational Health and Safety Act*, R.S.O 1990, c.01, as amended from time to time (hereinafter referred to as the "Act").

Responsibilities of the University

41.2 The University recognizes a responsibility to take every precaution reasonable in the circumstances to protect the health, safety, and security of Members as they carry out their responsibilities. To that end:

- a) The University shall comply with the provisions of the Act;
- b) In keeping with the provisions of the Act, the University reserves the right to give direction, including the establishment of such policies and procedures as may be considered necessary for workplace health and safety. It is agreed that before any changes are made to these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.
- c) The University shall provide Members with access to information relevant to their workplace health and safety, through the Environmental Health & Safety website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, and links to applicable Federal, Provincial, and Municipal legislation.
- d) The University recognizes and acknowledges the right of Members to be informed about hazards in the workplace and to be provided with appropriate training, and the right of Members to refuse unsafe work, consistent with the Act.
- e) The University will take those measures that it deems to be reasonable to maintain the security of the buildings and grounds, while, at the same time, maintaining reasonable access for Members who have a need for such access at times other than during regular working hours.
- f) The University shall extend the same standards and measures regarding health and safety at the Guelph campus to any outside workplace that is managed by the University. These include but are not limited to ensuring the establishment and currency of an Asbestos Inventory and the establishment and currency of a Chemical Inventory System.
- g) The University shall establish and maintain Emergency Response Protocols. The University shall provide, to Campus Community Police, an up-to-date contact list of all Members and their workplaces. This list will be updated on a semesterly basis, or as needed.
- h) In keeping with the provisions of the Act, when circumstances require appointing a Member as a supervisor, the University shall appoint a competent Member, as defined in the Act.

41.3 The University agrees to pay the cost of Level 1 and Level 2 certification for Members on the Central Joint Health and Safety Committee, as provided by Environmental Health and Safety,

The Workers' Health and Safety Centre, or any other such agency, as recommended by the Central Joint Health and Safety Committee.

- 41.4 The University agrees to pay the cost of Level 1 certification for Members on local Joint Health and Safety Committees. The University will provide paid time off for Members.
- 41.5 The University will respond in writing, within fifteen (15) days, to all recommendations from the Central Joint Health and Safety Committee (and all applicable local Joint Health and Safety Committees). This response will include the action to be taken and the time line for its implementation, or reasons for not acting on the recommendations.

Responsibilities of Members

- 41.6 Members shall work in compliance with the provisions of the Act and in compliance with the regulations, policies, programs, and procedures specified by the University (see 41.2 (b)). Supervisors shall complete and remain current with Competent Supervisor and Due Diligence training as established and made available by Environmental Health and Safety. In addition, Members shall insist that all persons under their supervision in the workplace shall follow the applicable University Health and Safety regulations, policies, programs, and procedures and shall notify the University of any non-compliance.
- 41.7 Members shall follow safe working practices in carrying out their responsibilities and shall follow standards, rules, regulations, policies, programs and procedures regarding the use of personal protective equipment in the workplace. The Parties agree that the University shall provide, and the Members shall make use of, protective equipment, whenever such equipment is required by the legislation, or the regulations pertaining to the legislation, for the safe performance of the Member's assigned responsibilities of employment.
- 41.8 Members shall advise the appropriate Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, of any circumstance that comes to their attention that may place the health and safety of Members and/or other persons at risk in the workplace.

Central Joint Health and Safety Committee

- 41.9 The University and the Association agree to participate in the Central Joint Health and Safety Committee in accordance with the Committee's terms of reference.
- 41.10 The Association shall have the right to appoint one (1) representative to the Central Joint Health and Safety Committee.
- 41.11 The Central Joint Health and Safety Committee shall support the health and safety measures of Environmental Health and Safety and shall draw to the attention of the University any egregious or repeated violation of compliance orders. The University will respond to these orders in a timely manner.

Article 42 - No Discrimination and No Harassment

- 42.1 The University is committed to fostering a working and learning environment that allows for full and free participation of all members of the University community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermines these objectives and violates the fundamental rights, personal dignity, and integrity of individuals or groups of individuals.
- 42.2 The Parties agree to abide by the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19 (for the purposes of this Article “the Code”) and the University’s *Human Rights Policy and Procedures*.
- 42.3 Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the Code and/or the University’s *Human Rights Policy and Procedures*. The Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”
- 42.4 Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article or the Code, when it creates an intimidating, demeaning, or hostile working environment. Harassment is defined as noted in Article 42.3.
- 42.4.1 The exercise of administrative authority does not, in and of itself, constitute harassment. Communication of negative assessments arising from the exercise of academic or professional judgment does not, in and of itself, constitute harassment.
- 42.5 There shall be no discrimination, interference, restriction, or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Continuing Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Study/Research Leave, or other Leaves or Benefits, by reasons of the grounds listed below, nor shall any discrimination be exercised against or by Members in the course of carrying out their Responsibilities, by reason of:
- a) race, colour, ancestry, place of origin, ethnic origin, citizenship (except for new Appointments as provided by law); or
 - b) creed, or political affiliation or belief or practice; or
 - c) sex, sexual orientation, gender, physical attributes, marital status, or family status; or
 - d) age; or
 - e) physical or mental health disability (provided that such condition does not interfere with the ability to carry out the Member’s Responsibilities; but this exception shall not relieve the University from its duty to accommodate in accordance with the Code, or other applicable legislation); or
 - f) place of residence (see 42.7); or
 - g) membership or participation in the Association.
- 42.6 Article 42.5 does not apply to any action or decision based on a bona fide occupational requirement or qualification.
- 42.7 Place of residence shall not be considered a reason or factor unless the place of residence interferes with a Member carrying out any of his/her responsibilities.

- 42.8 The University shall ensure, in accordance with the Code, that there shall be no systemic discrimination against Members through policies, procedures, or practices that may lead to adverse job-related consequences.
- 42.9 This Article shall not infringe upon the implementation of special measures designed to assist disadvantaged persons or groups to achieve equality, including any action that has as its objective the increased representation of the four designated groups identified by the Federal Contractors Program for employment equity, namely, aboriginal people, visible minorities, persons with disabilities, and women.
- 42.10 The University, the Association, and all members of the University community share responsibility for ensuring that the work and learning environment is free from discrimination and harassment. The University bears the responsibility for offering appropriate training in the recognition of behaviours and institutional cultures that may constitute discrimination and/or harassment, and for creating suitable procedures to remove such behaviors and institutional cultures from the University's working and learning environment.
- 42.11 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for:
- a) pursuing rights under this Article; or
 - b) participation in proceedings or for assisting a person in pursuit of their rights, under this Article, or the *Human Rights Policy and Procedures* of the University, or pursuant to legislation protecting against harassment or discrimination, except as provided for in 42.10.
- 42.12 It is an offence for any person, in bad faith, to make an allegation of discrimination or harassment, or to initiate a procedure under the University's *Human Rights Policy and Procedures* or this Agreement, or to influence an ongoing procedure under this Article. If substantiated, this could be subject to discipline.
- 42.13 The Human Rights Advisory Group, which advises the Assistant Vice-President (Diversity and Human Rights) on matters pertaining to the University's *Human Rights Policy and Procedures*, as amended from time to time, shall include two (2) representatives appointed by the Association.
- 42.14 The minutes/notes of the Human Rights Advisory Group shall be forwarded simultaneously to the representatives and to the Association.
- 42.15 The Association shall be notified of all hate activities and crimes at the University, as identified by the Office of Diversity and Human Rights, and the nature of such acts.
- 42.16 Copies of all Formal Complaints made to the Office of Diversity and Human Rights involving a Member shall be sent to the Member and to the Association upon receipt. If appropriate, the complaint may be redacted by the Office of Diversity and Human Rights to retain confidentiality.

Article 43 – Accommodation of Members with Disabilities

- 43.1 The Parties are jointly committed to providing a work environment that facilitates the full participation of all Members. The Parties encourage, as articulated in the Accommodation Partnership Agreement jointly agreed upon by the parties, all Members with disabilities to avail

themselves of the services at the University that may facilitate their contributions to teaching, research, scholarship, and professional practice and service.

43.2 The Parties agree to act in accordance with applicable legislation.

43.3 No Member shall be subjected to retaliation or reprisal for taking action to obtain Accommodation for him/herself or any other person, including acting as an advocate or a witness in any proceeding resulting from an Accommodation request or complaint.

Article 44 - Maternity and Parental Leave

Eligibility and Application

- 44.1 The provisions of this Article shall apply equally to all Members except those holding Contractually Limited Appointments. For Members holding Contractually Limited Appointments, all provisions of this Article shall apply, except for Article 44.8 to Article 44.12 (Supplemental Income Benefit).
- 44.2 A Member shall give written notice to his/her Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, of his/her intention to take Maternity and/or Parental Leave normally three (3) months prior to the commencement of the Leave.
- 44.3 Where both parents are Members and are qualified to take Leave under the provisions of this Article, the Leave may be shared. In this case, both Members shall provide notification to their respective Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, three (3) months prior to the commencement of the Leave. The combined Leave provision provided to both Members shall not exceed fifty-two (52) weeks of Maternity/Parental Leave. Additional Unpaid Parental Leave may be requested as per 44.14.
- 44.4 The notice periods above may be waived if the Member stops working as a result of complications with the pregnancy or because the child comes into the care or custody of the parent sooner than expected.

Leave Provisions

Maternity Leave

- 44.5 Upon the birth of a child, a Member shall be entitled to up to seventeen (17) weeks of Maternity Leave as per the Employment Standards Act.

Parental Leave

- 44.6 For a Member who has taken Maternity Leave as provided for under Article 44.5, the Member shall also be entitled to up to an additional thirty-five (35) weeks of Leave as per the *Employment Standards Act*.
- 44.7 For a Member who is not eligible to take Maternity Leave under Article 44.5 (e.g., father, same-sex partner, or adoptive parent), the Member shall be entitled to up to thirty-seven (37) weeks of Parental Leave as per the *Employment Standards Act*.

Supplemental Income Benefit

- 44.8 Members must apply for, and qualify for, and receive, Employment Insurance (EI) benefits to receive Supplemental Income Benefits from the University.
- 44.9 To be eligible to receive a Supplemental Income Benefit, a Member shall provide appropriate documentation of the birth or adoption of a child and the receipt of EI benefits to Human Resources.
- 44.10 A Member disentitled or disqualified from receiving EI benefits is not eligible to receive Supplemental Income Benefits from the University.

- 44.10.1 Exceptions to this will be considered on a case-by-case basis for those Members who do not qualify for EI benefits, based on the criteria expected for EI eligibility.
- 44.11 During the period of Maternity and/or Parental Leave as specified above, an eligible Member shall receive from the University:
- a) for the first two (2) weeks, 100% of his/her normal salary, less any applicable EI weekly earnings;
 - b) for up to a maximum of twenty-eight (28) additional weeks of Maternity and/or Parental Leave, an amount equal to 95% of his/her normal salary, less any applicable EI weekly earnings;
 - c) for any remaining period of Parental Leave beyond thirty (30) weeks, Supplemental Income Benefits equal to 25% of her/his weekly EI earnings but no more than 100% of his/her normal salary, less any applicable EI weekly earnings.
- 44.12 The thirty-five (35) weeks of Supplemental Income Benefit provided for Maternity and/or Parental Leave under b) and c) above may be shared between eligible Members (i.e., one parent may take 20 weeks, and the other may take 15 weeks, or any combination thereof).

Additional Unpaid Parental Leave

- 44.13 All Members are eligible to apply for and be considered for Unpaid Parental Leave.
- 44.14 Unpaid Parental Leave is intended to accommodate Members who are not eligible for the Leave provisions provided under 44.5 and/or 44.6 - 44.7 or for those Members who require additional time to care for newborn or newly adopted child(ren) than provided for under the Employment Standards Act.
- 44.15 On receipt of appropriate documentation or confirmation of the birth or adoption of a child, the University will grant thirty-seven (37) weeks of Unpaid Parental Leave to Members upon notification to the Member's Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, normally three (3) months prior to the commencement of the Leave. For those Members eligible for and who have taken Parental Leave, any Unpaid Parental Leave will commence immediately following the Parental Leave.
- 44.16 Unpaid Parental Leave is available to be shared between both parents.
- 44.17 Unpaid Parental Leave is not available when a Member establishes a spousal relationship with an individual who already has a child(ren) and the Member subsequently adopts the child(ren).
- 44.18 Participation in the University Group Insurance Benefits may be continued while a Member is on Unpaid Parental Leave on a normal cost-sharing arrangement.
- 44.19 Additional Unpaid Leave may be requested by a Member under the provisions of Article 45: Leaves of Absence. Such request is made to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate.

General Provisions

- 44.20 A Member who has taken Maternity and/or Parental Leave and/or Unpaid Parental Leave will have academic decisions related to Tenure/Continuing Appointment and Promotion to Associate

Professor deferred by one year for each such Leave. Such a deferral shall be granted automatically, unless a Member requests to have the deferral waived.

- 44.21 A Member on Maternity and/or Parental Leave will continue to receive University benefits while on Leave on a normal cost-sharing basis. Participation in the Pension Plan is optional for the Member.
- 44.22 Should a pregnancy result in medical complications before or after the Maternity leave, the provisions of Article 47: Sick Leave shall apply.
- 44.23 It is expected that a Member will return to employment at the University following a Maternity and/or Parental Leave.
- 44.24 Upon return to work, a Member who has taken Leave(s) under this Article shall resume his/her position at the same rank and his/her normal salary and benefits, including any intervening salary and benefits adjustments provided for under this Agreement.

Article 45 - Leaves of Absence

- 45.1 Members may apply for a Leave of Absence without pay. An application for such a Leave will be given due consideration and may be granted where the University determines that the Leave will not interfere with operational requirements.
- 45.2 A Leave of Absence without pay shall not normally exceed one year. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, University Librarian, or in the case of Veterinarians, Directors.
- 45.3 In all cases of Contractually Limited Members, a Leave will not extend the duration of the term of appointment and will not exceed the end date of the term of appointment.
- 45.4 While a Member is on a Leave of Absence without pay, the University will not contribute towards the costs of benefits. The Member may elect to pay both the University and Member costs of benefits during the period of Leave.
- 45.5 Any application for a Leave of Absence shall be made by the Member to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate. The application shall describe the purpose and duration of the Leave. A Member will apply in writing at least six (6) months before the proposed leave is to take effect. In the case of unforeseen events/circumstances, a Member shall be permitted to apply for a Leave of Absence less than six (6) months before it would begin and this application will be given due consideration.
- 45.6 The Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall consult with the person to whom the Member reports. The Dean, University Librarian or, in the case of Veterinarians, Director, or designate, shall then approve or deny the application. Any decision not to approve an application shall be accompanied by written reasons.
- 45.7 While on a Leave of Absence, Members are not eligible for consideration for Promotion and/or Tenure/Continuing Appointment. This restriction may be modified in individual cases by the Provost, on recommendation from the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, at the request of the Member. In the case of a Member on a Tenure-track/Continuing Appointment-track Appointment, a Leave of Absence beyond six (6) months will extend the Tenure-track/Continuing Appointment-track Appointment by a period of one year.
- 45.8 Study/Research Leave credit shall not be earned during a Leave of Absence without pay.
- 45.9 A Member, upon returning from a Leave of Absence, shall be placed, at a minimum, at the same rank and appointment type as held at the commencement of the Leave.
- 45.10 Upon returning from a Leave, a Member will receive salary of not less than that received immediately prior to the period of the Leave, adjusted by any base salary adjustments that may have taken place in the interval.

Article 46 - Vacation and Holidays

Vacation

- 46.1 A Member's vacation entitlement shall be based on service during each Academic Year.
- 46.2 Vacation leave for Members other than those covered in 46.6 shall be:
- a) from the first year up to and including the eighth (8) year of service, vacation entitlement will be twenty-two (22) days;
 - b) from the beginning of the ninth (9) year up to and including the twentieth (20) year of service, twenty-five (25) days;
 - c) from the beginning of the twenty-first (21) year and for all subsequent years, thirty (30) days.
- 46.3 Accrual of service commences on the first day of employment. Members may utilize vacation credits, with approval, in advance of earning them with the understanding that upon termination of employment the value of any unearned vacation credits taken will be reimbursed to the University.
- 46.4 A Member shall take vacation at a time or times agreeable to the person to whom he/she reports.
- 46.5 There shall be no remuneration in excess of the annual salary in the event that a Member chooses to work through all or part of his/her scheduled vacation period.
- 46.6 A Member appointed on a contract for less than twelve (12) months shall be paid a vacation payment in lieu of a paid vacation in the amount of 8% of salary earned.
- 46.7 It is expected that a Member will take his/her vacation in the year in which it is earned. A Member may, however, carry over unused vacation days, excepting the ten (10) days required by law, into the next Academic Year, but the total vacation days carried over shall not exceed thirty (30) days.
- 46.8 Salary shall not be paid in lieu of unused vacation time.

Holidays

- 46.9 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University:
- a) any day declared as a holiday by the President; or
 - b) a statutory holiday as declared by federal or provincial authorities;
 - c) the Civic Holiday; and
 - d) any other day on which the University premises are declared closed by the President.
- 46.10 If a Veterinarian Member is required to work on a holiday as defined by Article 46.9 above, he/she may take one and one-half (1.5) days of additional paid leave at a time agreed upon by the Member and the University.

Religious Accommodation

- 46.11 A Members is entitled, upon giving due notice to the person to whom he/she reports, to rearrange his/her duties so he/she can observe the religious obligations and practices of his/her faith. For recurring religious obligations and practices, a single notice shall suffice.

Article 47 - Sick Leave

- 47.1 A Member who is absent and therefore unable to fulfill his/her responsibilities because of illness or injury shall advise the person to whom he/she reports as soon as reasonably possible of his/her absence and the expected date of return to work. The Member will provide notification as soon as reasonably possible of any change to the expected date of return to work. The University reserves the right to require medical documentation of illness or injury whenever the University reasonably considers such documentation necessary.
- 47.2 A Contractually Limited Member who is absent from work as a result of illness or injury shall receive his/her actual salary up to a maximum of fifteen (15) days in any twelve (12) month period.
- 47.3 If a Contractually Limited Member's absence due to illness or injury continues beyond fifteen (15) days, the Member will remain on Sick Leave, but without salary. Following an absence of greater than ninety (90) consecutive Calendar days, the Member may qualify for Long Term Disability as outlined in this Article. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.4 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury up to a maximum of ninety (90) consecutive Calendar days shall receive his/her actual salary and benefits except in the following circumstances:
- a) if there is a recurrence of the same or related illness or injury within thirty (30) calendar days following a Member's return to work on a full-time basis from Sick Leave, the Member is entitled to the unused portion of the original ninety (90) consecutive Calendar day period of Sick Leave;
 - b) if a Member is able to return to work on a part-time basis within the ninety (90) consecutive calendar day period, the ninety (90) consecutive calendar days will be extended by the amount of the time actually worked by the Member during this ninety (90) consecutive Calendar day period; or
 - c) if a Faculty Member or Librarian becomes ill or injured while on Study/Research Leave such that the Study/Research Leave cannot be completed, the Member shall go on Sick Leave and the provisions of Article 22: Study/Research Leave for Faculty and Article 29: Study/Research Leave and Development Leave for Librarians shall cease to apply. If 50% or more of the Study/Research Leave is unable to be completed, the Faculty Member or Librarian may apply to the Dean or University Librarian for deferral of the Leave;
 - d) for Veterinarian Members who become ill or injured while on Consultative Leave, part c) above shall apply mutatis mutandis.
- 47.5 To ensure a timely application and consideration for Long Term Disability benefits, the person to whom the Member reports will inform Human Resources (Occupational Health and Wellness) as soon as possible of the absence due to illness or injury.

Workplace Safety and Insurance Board (WSIB) Benefits

- 47.6 A Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first

ninety (90) consecutive calendar days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after ninety (90) days, the Member shall receive benefits directly from the WSIB.

- 47.7 A Contractually Limited Member who is absent from work as a result of illness or injury arising out of and in the course of employment shall be paid his/her actual salary by the University for up to the first fifteen (15) days of any such absence. During this period, any benefits from the WSIB shall be paid to the University. If the Member continues to be entitled to such benefits after fifteen (15) days, he/she shall receive benefits directly from the WSIB.

Long Term Disability (LTD)

- 47.8 If a Member's absence due to illness or injury continues beyond the ninety (90) consecutive Calendar days of Sick Leave, the Member may qualify for LTD only in accordance with and to the extent of the terms of the legislation and/or LTD benefits policy in effect.
- 47.9 When a Member who holds a Tenure-track/Continuing Appointment-track or Tenured/Continuing Appointment and is absent due to illness or injury beyond ninety (90) consecutive calendar days of Sick Leave but does not qualify for LTD, the Member will remain on Sick Leave following the ninety (90) consecutive calendar days, but without salary. For continuation of benefits while on unpaid Sick Leave, the Member shall pay both the University and Member premiums.
- 47.10 For Contractually Limited Members, if eligible, LTD benefits will cease at five (5) years. If the end of the contract has been exceeded at the time LTD benefits cease, the Member will be deemed terminated.
- 47.11 During the period of LTD, the University shall pay the employer and employee contributions for all benefits except optional benefits. Pension contributions and basic life insurance premium contributions are based on the Member's pre-disability salary.
- 47.12 During periods of LTD, there will be no service accrual toward eligibility for Study/Research Leave, Consultative Leave or Transition Leave.

Return to Work

- 47.13 In all cases, the return-to-work program shall be consistent with the Parties' duty to accommodate in accordance with the *Ontario Human Rights Code*.
- 47.14 Before a return to work following an absence of more than fourteen (14) calendar days due to illness or injury, or where the University has reason to believe that the Member may require accommodation, the University may require documentation stating that the Member is able to return to work without restrictions or that he/she is able to return to work, with the nature and duration of any work restrictions described.
- 47.15 If a Member is to return to work with restrictions, the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, shall contact Occupational Health and Wellness before the Member's return to work to meet and discuss any accommodations required for his/her return to work.

Article 48 – Family Medical Leave and Personal Emergency Leave

Family Medical Leave

Purpose

48.1 Family Medical Leave may be taken to provide care or support to family members to whom a qualified health practitioner has issued a certificate indicating that he/she has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

Process for Approval

48.2 Members requiring Family Medical Leave shall notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible, providing the certificate (per Article 48.1) issued by a qualified health practitioner.

48.3 A family medical leave may last up to eight (8) weeks within a specified twenty-six (26) week period and does not have to be taken consecutively. Such Leave will be with pay.

Personal Emergency Leave

Process for Approval

48.4 The Dean, University Librarian, or in the case of Veterinarians, Director shall determine the appropriate duration of the Leave, to a maximum of ten (10) days, after consultation with the Member. Such Leave will be with pay.

48.5 A Member is entitled to a maximum of ten (10) days of Personal Emergency Leave. Personal Emergency Leave may be taken for such grounds as injury, medical emergency, death, illness, or other urgent matters relating to family members (per Article 48.4). The Member shall inform the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible of the need to take such leave. A Member may, subject to written approval by the Dean, University Librarian, or in the case of Veterinarians, Director, receive pay during such leave under the terms of this Article.

Article 49 - Court Leave

- 49.1 Members who are called for jury duty, or issued a summons by a court or any body in Canada with powers of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, as soon as possible after its receipt, and shall supply the Dean, University Librarian, or in the case of Veterinarians, Director, or designate, with a copy of the summons.
- 49.2 Leave shall be considered leave with pay provided that the Member is not currently on a Leave of Absence without salary and that upon return he/she provides the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, verification from the court or other body stating the period of jury duty or subpoenaed service.
- 49.3 This Article does not apply to Members summoned to any Arbitration proceeding between the University and the Association.

Article 50 - Political Leave

- 50.1 A Member who becomes a candidate for full-time public office shall be granted, upon request, a paid temporary Political Leave for the period from the issuance of the election writ to the day following the election. The Member shall, in consultation with the person to whom he/she reports, make efforts to ensure that, during the period of the Leave, the effects of his/her absence upon responsibilities and assigned duties may be minimized.
- 50.2 A Member campaigning for election to public office shall speak and write as a private citizen and not as a representative of the University.
- 50.3 A Member applying for leave under this Article shall give reasonable notice of his/her intention to stand for public office to the Dean, University Librarian or, in the case of Veterinarians, Director.
- 50.4 A Tenured or Continuing Appointment Member who is elected to full-time public office shall be granted leave without salary and benefits for the duration of the term of public office. While the Member is on Leave without pay, the University will not contribute towards the costs of benefits, including pension. The Member may elect to pay the cost of benefits and/or pension contributions during the period of the Leave.
- 50.5 The leave under Article 50.4 shall end when the Member's first public office term expires or if the Member successfully seeks subsequent terms of office. Any extension of leave beyond five (5) full years will be at the discretion of the Provost.
- 50.6 The Member upon making a request to the Dean, or University Librarian or in the case of Veterinarians, Director, returning to the workplace no later than two (2) weeks following the expiry of the Leave, shall be reinstated to his/her previous Appointment.

Article 51 - Research Policies

Human Subjects

- 51.1 The Parties agree that *Tri-Council Policy Statements (TCPS)* and other legislated requirements shall be the sole basis for any new or revised policy, procedure, or regulation for research involving human subjects.
- 51.2 Following a decision of the Research Ethics Board Appeal Committee, a Member has the right to grieve. The Grievance will only be heard if it is based on a complaint of procedural defect or irregularity in the process that led to the decision.

Animal Care Policy

- 51.3 The Parties agree that the appropriate care of, and respect for, the animals involved in research, teaching, and extension activities is central to the *University Animal Care Policy and Procedures*, as may be revised from time to time.
- 51.4 The Parties agree that the *University Animal Care Policy and Procedures*, 2006, as amended from time to time, is intended for application within the context of academic freedom.
- 51.5 Decisions of Animal Care Committees may be appealed through Article 40: Grievance and Arbitration. The Grievance will only be heard if it is based on a complaint of procedural defect or irregularity in the process which led to the decision.
- 51.6 It is agreed that before any changes are made to the *University Animal Care Policy and Procedures*, the Association will be notified and meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

Article 52 - Intellectual Property

Preamble

- 52.1 The Association and the University recognize that the common good of society is served by the unfettered search for knowledge in all fields of study, and by its public exposition.
- 52.2 The University and the Association are committed to preserving the principles of academic and intellectual freedom and ensuring that all Creators of Intellectual Property have their rights protected.
- 52.3 The fundamental principle of the University's policy with respect to ownership is that Intellectual Property is owned by the Faculty Members, Librarians, Veterinarians, staff and student Creator(s) who create it, subject only to the specific exceptions set out in this Article (i.e., 52.9.3 and 52.10.2).
- 52.4 The development of Intellectual Property rights is not a basic purpose of University Activities, including research, nor is it a condition for support of such activities. The University agrees that UGFA Members will have no obligation to seek Intellectual Property rights for the results of University Activities, or to modify research to enhance such rights. Members may have an opportunity to engage in commercial exploitation of his/her Intellectual Property, but no Members will be obliged to engage in commercial exploitation of his or her scholarly work or to provide commercial justification for it, except as agreed to by the Member in any grant application, award, or Contract.
- 52.5 Issues relating to disputed ownership of Intellectual Property, the transfer of rights relating to Intellectual Property (including licensing), and the allocation of any revenue from Intellectual Property, will be decided in a fair and equitable manner.
- 52.6 **Definitions**
- 52.6.1 "Creator" means the person or persons who creates, conceives, designs, discovers, develops, or authors Intellectual Property.
- 52.6.2 "Extraordinary Support" means University funds, personnel, facilities, equipment, and other resources that are provided to a Member to a degree that is significantly in excess of that available to all Members. Extraordinary Support does not include University support in the form of the Member's regular salary, stipends, allowances, benefits, paid or unpaid leaves or reassigned time, personnel, facilities, equipment, and other resources regularly funded by the activities of the Member's department, the normal use of University's library and computer facilities, and the University support accessible in connection with normal duties or academic instructional programs involving the Member. Such "Extraordinary Support" will be recognized by all parties through the signing of a Contract before such support is provided.
- 52.6.3 "Intellectual Property" means any result of intellectual or artistic activity including:
- 52.6.3.1 inventions, arts, processes, machines, manufacturers, compositions of matter and improvements, and Works;
- 52.6.3.2 proprietary information, trade secrets, and know-how;

52.6.3.3 industrial designs, artistic designs;

52.6.3.4 tangible research property including integrated circuit topography, biotechnology and genetic engineering products (including plant cultivars and germ plasm), engineering drawings, engineering prototypes and other property that can be physically distributed whether or not any such property is registrable or registered, or the subject of applications for registration, and all other products of research or discovery that are protected by law, including by a statutory regime, or which may be licensable.

52.6.4 “Moral Rights” means the Canadian statutory rights of an author of a Work in which copyright subsists to be associated with the Work and to prevent the distortion, mutilation, or modification of the Work to the prejudice of the honour and reputation of the author.

52.6.5 “University Activities” means activities that are carried out by Members, staff, and students in the course of their employment or association with the University, or using University funds, facilities, equipment, or other resources.

52.6.6 “Contract” means a written agreement between a Member and the University or the Member and any Person or the University and any Person, including the terms of any award or grant, including the OMAFRA Agreement.

52.6.7 “Person” means any individual, firm, corporation, or other legal entity not a party to this Agreement.

52.6.8 “Copyright” means the sole right to produce or reproduce a Work or a substantial part of it in any form.

52.6.9 “Work” means 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);

Right to Publish

52.7.1 The University is an open environment for the pursuit of scholarly work. Academic freedom and critical inquiry implies the communication of the findings and results of intellectual investigation. The University shall not interfere with a Member’s freedom to publish the results of scholarly inquiry and research, except for limitations imposed by duly constituted university research ethics boards, or in accordance with the terms of an

agreement of confidentiality, Contract, or conditions under which a grant is accepted by a Member.

52.7.2 The Parties agree that where an external sponsor wishes to delay publication of work received under a Contract with the sponsor, in no case shall publication be delayed longer than twelve (12) months from the date of submission of the final work to the sponsor. In exceptional cases, and with the agreement of the Member and the Vice-President (Research), this may be extended for a further twelve (12) months, to a total of twenty-four (24) months.

52.7.3 Members have the right to accept grants and Contracts that do not necessarily result in publication.

Right to Disclose Risks

52.8 Members have the absolute right to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research. Members shall disclose this information to the University and any pertinent regulator prior to, or simultaneously with, the public disclosure. It is expected that a Member will not sign a confidentiality agreement contrary to this Right.

Copyright

52.9.1 Copyright applies to all original literary, dramatic, artistic, and musical works as well as sound recordings, performer's performances, and communication signals.

52.9.2 All Copyright belongs to the Member or Members who create the Work even if it is produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:

- a) there is a written Contract to the contrary, between the Member(s) and the University, or between the Member(s) and the University and a third party that assigns the ownership rights of the copyright material to the University or the third party;
- b) the University provides "Extraordinary Support". In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenues deriving from the copyright material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year. All agreements between a Member or Members and the University pursuant to this paragraph shall be in writing and shall be copied to the Association.

52.9.3 No Contract or written agreement between the University and a Member shall contain a clause waiving moral rights.

52.9.4 In the event that a Work is the creation of more than one Member, the provisions of this article shall apply on a pro rata basis to all the creators of the work, unless a written agreement among the Members or Contract states otherwise.

- 52.9.5 In the event that the University or assignee relinquishes its rights in any Work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 52.9.6 The University agrees that all rights in the copyright to lectures and other Works (per 52.9.2) prepared by and/or delivered by a Member in association with his/her teaching assignments(s) shall vest in the Member.
- 52.9.7 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 materials 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 materials produced and designed to assist in the day-to-day administration, operation, and/or management of the University's affairs.
- 52.9.8 Where copyright has been assigned to the University by a Member(s), the University shall inform the Association and the creators, in writing, of any agreements the University enters into purporting to assign copyright materials to any Party except that Member(s).
- 52.9.9 A Member who creates a copyrighted Work in the course of his/her normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable license to use such Works in other, non-commercial teaching and/or scholarly, research or creative activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication. This license shall not apply to a Member's personal documents, including unpublished lecture notes, course notes, lab notes or any Work in progress. The Member may withdraw the right to use such Work because of dating or other bona fide scholarly reasons provided that the Member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

Patents and Trademarks

- 52.10.1 The discovery of patentable inventions and the creation of associated or individual trademarks is not a basic purpose of university research, nor is it a condition for support of such research. The University agrees that the Member shall have no obligation to seek patent or trademark protection for the results of scientific activity or to modify research to enhance patentability. When a Member has an invention, process, or product which he/she believes has a reasonable prospect of being protected and intends to take steps to do so, he/she is obliged to disclose this, in writing, to the University. The University further agrees that the Member has the unqualified right to publish his or her inventions, processes, or products. This article applies to any result of intellectual or artistic activity created by a Member or Members that can be owned by a person, excluding know-how, data, and Work to which copyright alone attaches.
- 52.10.2 All inventions, processes and products belong to the Member or Members who create them even if they are produced during the course of employment and with the use of the University's facilities and resources, except in those cases where:
- a) there is a written Contract to the contrary between the Member(s) and the University (e.g., with respect to the OMAFRA Agreement), which obliges the ownership rights to be assigned to the University or another party;

- b) the University provides “Extraordinary Support”. In such cases, the Member will agree to share his/her portion of the ownership rights and/or revenue deriving from the patentable or trademarked material with the University in percentages established by means of a Contract between the Member and the University. The University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its Extraordinary Support. Thereafter, the University shall receive not more than 40% of net revenues in each year.

52.10.3 A Member shall disclose potential intellectual property as soon as reasonably possible and prior to filing a patent or trademark application whether it refers to an invention, process, improvement, design, or development made with the support of the University. At that time, the Member shall disclose any Contract that may be relevant to the development of the Intellectual Property and shall assert at that time the identity of the Creators and owners of the Intellectual Property. If the University fails to challenge in writing the assertion of the Member within three (3) months of the receipt of notification of the above noted disclosures and assertions, 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 as described in this section shall maintain the University's rights until such notification. The burden of establishing the amount of Extraordinary Support incurred by the University shall lie with the University.

52.10.4 A Member may, at his/her sole discretion, make his/her own arrangements for an application for patent or trademark and for the commercial exploitation of any invention, improvement, design or development so patented or trademarked, at his/her sole expense.

52.10.5 A Member may, at his/her sole discretion, enter into a Contract with the University to use the services of the Research Innovation Office. The University and Member will come to an agreement on the cost-sharing plan for patent or trademark and potential commercial exploitation.

52.10.5.1 Members have the right to invoke the Dispute Resolution Process where the Member believes that the University has failed to bring appropriate skill and effort to bear on the exploitation over a period of time.

52.10.6 The Member shall grant to the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use solely for the University's internal use any patented / trademarked invention, process, improvement, design, or development when such was made, discovered, or developed using University facilities, support personnel, support services, equipment or materials. Such right shall not include the right to exploit commercially any such invention, process, improvement, design or development, or to licence anyone to do so, except as allowed in this Article.

52.10.7 Any revenue that the University may receive under the terms of this Article shall be dedicated to research and other forms of scholarly activity, and the Association shall receive notice of same.

52.10.7.1 In the event that an invention, process, improvement, design, or development is the creation of more than one Member, the provisions of this article apply on a pro rata basis to all Members who created the invention, process,

improvement, design or development unless a written agreement or Contract states otherwise.

52.10.8 In the event that the University or assignee relinquishes his or her rights in any work, all Intellectual Property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

Written Agreements or Contracts

52.11 On or before March 31 of each year of this Collective Agreement, the University will provide to the Association a list of every Contract, including those covered by the OMAFRA University of Guelph Agreement (Schedule N), and for each agreement the names of Members and any third parties, and the share of cost and proceeds.

52.12 When the University and a Member(s) seek to enter into an agreement or Contract, the agreement or Contract must contain explicit information and undertakings with respect to the following:

- a) the identities of those entering into the agreement;
- b) any support and/or resources that are being provided, beyond those normally available to Member(s);
- c) the deadlines agreed to by the Parties;
- d) the Member(s) responsible for the creation of the Work shall retain the exclusive right to rework, revise, or amend any Work, and to be fairly compensated;
- e) provision with respect to the right of others at the University to make reproductions of the Work to use in teaching, scholarship, and research;
- f) the duration of the agreement and the process for its revision;
- g) provision for the disposition of materials produced under the agreement if the agreement is not renewed.

52.13 Subject to 52.10.2, the University shall not enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the Intellectual Property rights of a Member, unless the Member agrees in writing.

52.14 Any Member entering into a collaboration with another Member together with other employees of the University, or with a person or persons external to the University, will, prior to the commencement of the collaboration, inform all collaborators that, where there is no written agreement to the contrary, the provisions of this Article will apply.

52.15 The name "University of Guelph" and abbreviations thereof, and the logos of the University of Guelph and their component parts, are trademarks and service marks of the University and are owned by the University. Members will take all reasonable and practicable steps to ensure that the name of the University and such other trade-marks and service marks are not used in connection with Intellectual Property without the prior written agreement of the University. No statement made by a Member with respect to Intellectual Property may, in any way, imply approval, promotion, or use of such Intellectual Property by the University without the prior written agreement of the University. Notwithstanding the foregoing, nothing shall prevent a Member from stating his/her employment, rank and title in connection with Intellectual Property.

52.16 This Article does not affect the ownership, revenue or other rights and obligations of the University, the Association, and Members with respect to Intellectual Property that is the subject of any Contract dated, or any disclosure to the University made, prior to March 31, 2009.

Dispute Resolution

52.16.1 Every effort shall be made by all parties acting in good faith to resolve disputes at the lowest level possible. If the dispute is resolved through such means, the settlement shall be reduced to writing and a copy provided to the Faculty Association.

52.16.2 If Agreement cannot be reached, the Member may bring the matter before the Association to consider the filing of a grievance as per Article 40: Grievance and Arbitration.

52.16.3 In the event that the Canadian Copyright Act or Patent Act or other similar intellectual property legislation is amended to the extent that this Article requires revision, the parties shall re-open the negotiation of this Article.

Article 53 - Compensation

53.1 Compensation rates for Study/Research Leave for Faculty, Study/Research Leave and Development Leaves for Librarians, and Consultative Leave for Veterinarians shall be at 100% salary.

Salary General

53.2 The University shall not offer and a Member shall not receive any compensation except as provided for in this Agreement. No Member's salary shall be reduced as a result of the application of this Agreement.

53.3 Salaries shall be adjusted as specified in this Article, and the adjusted salaries shall take effect as of July 1, unless otherwise specified in this Article. Salary adjustments for individual Members shall include one or more of the following components applied in the following order:

- a) Cost of Living Increase;
- b) Promotion Increase, if any, applied to base salary;
- c) Annual Career Increment;
- d) Performance Increase, if any, applied to salary.

53.4 A Member's starting salary shall be established on an individual basis through negotiation between the University and the Candidate. All offers shall be sent to Candidates in a standard Appointment letter as per Article 19: Faculty Appointments, Article 26: Librarian Appointments, Article 32: Appointments for Veterinarians. Candidates will be provided the contact information for the Association prior to signing of an agreement. With the exception of Article 53.4.1 (below), no Member shall be paid a salary below the floor for his/her rank.

53.4.1 The parties recognize that the appropriate prorating of a salary in accordance with an approved reduction in workload may result in a salary below the floors set out in Articles 53.5 and 53.6.

53.5 The Salary Floor for Faculty and Veterinarian Members shall be:

Rank	2017/2018	2018/2019	2019/2020	2020/2021
Professor or Veterinarian	\$99,918	\$101,417	\$102,939	\$104,484
Associate Professor or Associate Veterinarian	\$91,768	\$93,145	\$94,543	\$95,962
Assistant Professor or Assistant Veterinarian	\$86,789	\$88,091	\$89,413	\$90,755

53.6 The Salary Floor for Librarian Members shall be:

Rank	2017/2018	2018/2019	2019/2020	2020/2021
Librarian	\$84,221	\$85,485	\$86,768	\$88,070
Associate Librarian	\$75,249	\$76,378	\$77,524	\$78,687
Assistant Librarian	\$69,768	\$70,815	\$71,878	\$72,957

Base Increases - Cost of Living Increase

53.7 Prior to the application of any salary increase (including Annual Career Increments and any applicable Performance Increase), the base salary of each Member will be increased effective the dates set out below:

July 1, 2017: 1.25%
July 1, 2018: 1.50%
July 1, 2019: 1.50%
July 1, 2020: 1.50%

53.8 Faculty, Librarian, and Veterinarian Members' base salaries as at June 30, 2017 shall be used as the starting point for the application of the salary increases set out above.

Annual Career Increment

53.9 Subject to Article 53.10 below, the base salary of each Member shall be increased as follows:

July 1, 2017: \$2,550
July 1, 2018: \$2,550
July 1, 2019: \$2,550
July 1, 2020: \$2,650

53.10 Where a Member has been given a performance rating of "Unsatisfactory", the Provost may, after having given due consideration to mitigating circumstances, and following any appeal provided for under Articles 21, 28, or 34, withhold, in whole or in part, the Annual Career Increment provided for in Article 53.9. The decision of the Provost is subject to the Grievance procedure.

53.10.1 If in the off-year assessment by the Tenure and Promotion Committees, the recommendation arising is that the Member has made satisfactory progress regarding the areas of concern identified by the College Committee in the biennial performance assessment, and the Provost accepts the recommendation, the Member shall receive his/her ACI for that year. Should the Provost not accept the recommendation, written reasons shall be provided.

Performance Increments

53.11 A performance-based recognition fund will be established and shall be awarded as one-time lump sums on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020 respectively on the basis of performance evaluations for each Faculty, Librarian, and Veterinarian Member as

follows: The performance increment pool shall be established by multiplying the applicable value (below) by the total number of all Members on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020, respectively.

July 1, 2017: \$800

July 1, 2018: \$900

July 1, 2019: \$1,000

July 1, 2020: \$1,100

- 53.12 The performance fund pool shall be divided among Faculty, Librarian, and Veterinarian Members whose performance rating is “Very Good” or “Outstanding” as follows:
- a) Members whose performance rating is “Very Good” shall be assigned a score of “1.0 point”;
 - b) Members whose performance rating is “Outstanding” shall be assigned a score of “2.0 point”;
 - c) the scores of all Members shall be added to determine the total of performance rating points;
 - e) each Member whose performance has been rated as “Very Good” shall receive a salary adjustment in the form of an increment equal to the value of one performance rating point in each year;
 - f) each Member whose performance has been rated as “Outstanding” shall receive a salary adjustment in the form of an increment equal to the value of two performance rating points.
- 53.13 All Members shall receive written reasons that set out the basis upon which their performance has been judged in accordance with Article 21: Tenure, Promotion, and Review for Faculty Members, or Article 28: Continuing Appointment, Promotion and Review for Librarians, or Article 34: Continuing Appointment, Promotion and Review for Veterinarian Members.
- 53.14 For the purpose of awarding performance increments, Faculty, Librarians, and Veterinarian Members will be provided a rating of either “Unsatisfactory,” “Improvement Required/Developmental,” “Good,” “Very Good,” or “Outstanding,” and shall not be ranked within these performance categories.
- 53.15 Performance increments shall be awarded by the Dean, University Librarian, or, in the case of Veterinarians, Director, consistent with the procedures for Performance Review of Members in Article 21: Tenure, Promotion, and Review for Faculty Members, or Article 28: Continuing Appointment, Promotion and Review for Librarians, or Article 34: Continuing Appointment, Promotion and Review for Veterinarian Members.

Promotion

- 53.16 Faculty, Librarian, and Veterinarian Members promoted to the rank of Associate Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$2,400 and the difference between the Member’s current salary and the new salary floor for the rank into which he/she is being promoted. Faculty, Librarian, and Veterinarian Members promoted to the rank of Professor/Librarian/Veterinarian shall receive, on the effective date of the promotion, a Promotion Increment equal to the greater of \$4,000 and the difference between the Member’s

current salary and the new salary floor for the rank into which he/she is being promoted. Promotion increases shall be awarded in addition to the Member's normal ACI and Performance Increment.

Provost Recruitment and Retention

- 53.17 a) Where a Faculty Member provides the University with a written offer of employment from another educational institution that provides for a salary in excess of his or her current salary, the Provost has the discretion to match the salary being offered to the Faculty Member.
- b) The Association will be informed of the University's decision.

Research Chairs

- 53.18 A Research Chair is an academic Appointment that is funded from internally or externally designated funds. Funds designated and restricted for this purpose could include those from government, public, private, or endowed funds. Research Chairs include, but are not limited to, Canada Research Chairs, and Research Chairs sponsored by the federal granting councils (NSERC, SSHRC and CIHR).
- 53.19 Any process to award an internally funded Research Chair shall be fair and transparent.
- 53.20 Chairholders shall normally be appointed at salaries comparable to those of other faculty with similar qualifications and experience. Research Chair appointment letters shall be copied to the Association.
- 53.21 To be competitive in recruiting and retaining top scholars, and to recognize the distinction of holding a chair, Chairholders may be eligible for a Research Chair Supplement for as long as they hold the Chair. The value of the annual Supplement shall be established at the time of appointment.
- 53.22 This Supplement shall not form part of the base salary, meaning that when the Member ceases to be a Chairholder the Member will no longer be eligible to receive the Supplement.

Overload Stipend

- 53.23 Faculty Members teaching overload courses shall receive a stipend of \$8,000 for each course taught that is considered a full course weighting in the Academic Unit in which the teaching is assigned. Overload courses are those that are assigned above the Teaching DOE in place for the Faculty Member. No overload courses will be assigned without approval of the Dean, and a Member may teach a maximum of one Overload course per academic year.

Remuneration of Chairs/Directors and Librarian Administrative Appointments

- 53.24 A Faculty Member who is a Department Chair or Director of a School shall receive an annual stipend. The amount of the Stipend shall be a minimum of \$12,000 for his/her first term as Chair, and a minimum of \$14,000 for his/her second term as Chair. The actual stipend amount shall be determined by negotiation between the Faculty Member and the Dean at the time of appointment to the position of Chair.
- 53.25 A Librarian holding an Administrative Appointment shall receive an annual stipend. For all Librarians who hold an Administrative Appointment, or subsequently assume an Administrative Appointment during the term of this Agreement, the amount of the stipend shall be a minimum of:

Level I: \$5,500 with a minimum of \$7,500 for his/her second term
Level II: \$7,500 with a minimum of \$9,500 for his/her second term
Level III: \$10,500 with a minimum of \$12,500 for his/her second term

The actual stipend amount shall be determined by negotiation between the Librarian and the University Librarian at the time of appointment to the administrative position.

On-Call and Emergency

- 53.26 A Veterinarian or Faculty Member who is required by the University to be on call for the provision of emergency services in the OVC-HSC or AHL shall be remunerated at the rate of \$50 per day.
- 53.27 Veterinarian Members in the OVC-HSC and Faculty Members who are required by the University to provide emergency services outside of their regular hours shall be remunerated at a rate per hour for providing service as follows:
- a) In-house services (Large Animal Clinic): \$250/hour
 - b) In-house services (Large Animal Clinic, production animals): \$150/hour
 - c) In-house services (Small Animal Clinic): \$300/hour
 - d) Field Service: \$150/hour.
- 53.28 Veterinarian Members in the AHL who are required by the University to provide emergency services outside of their regular hours shall be remunerated at \$150/hour spent directly involved in providing the service.

Benefits

- 53.29 All existing benefit plans available to eligible Members as at June 30, 2017 shall continue unchanged, except as modified by this Agreement.
- 53.30 Other plans or programs, such as, but not limited to, Employee Assistance Program, Athletic Fee Subsidy, etc. shall continue unchanged, except as modified by this Agreement.
- 53.31 For purposes of the Extended Health and Dental benefits, "spouse" means the Member's spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with, and has been living with, the Member in a conjugal relationship.
- 53.32 Members who continue to hold Tenure-track/Continuing Appointment-track or Tenured/Continuing or Contractually Limited Appointments beyond their normal retirement date are entitled to receive the same benefits coverage as they held at their normal retirement date.
- 53.33 Notwithstanding the provisions of 53.29 of this Article, Long Term Disability benefits and Life Insurance end at a Member's normal retirement date.

Post-Retirement Benefits

- 53.34 Members who are employed on or after July 1, 2008 are eligible for post-retirement benefits if they have at least ten (10) years of pensionable service with the University.

Tuition Waiver

53.35 Tuition assistance will be available to all full- and part-time tenured/continuing appointment and tenure-track/continuing appointment-track Members. A maximum of two course credits offered by the University of Guelph will be eligible per semester, with a maximum of 4.0 courses per calendar year. In addition, currently employed Members will be eligible for tuition rebates of 90% of the tuition fees for off campus courses up to a maximum of \$1,200 per year.

53.35.1 Under this plan, the taking of credit or non-credit courses at the University or the taking of off campus courses, must complement Member's present or possible future responsibilities to the University or career path. The tuition waiver assistance will require approval of the Dean (for Faculty Members and Veterinarians in the OVC-HSC and OAC), the University Librarian (for Librarians), and the AVPR (for Veterinarians in the AHL).

Professional Development Reimbursement (PDR)

53.36 Each eligible Member may claim reimbursement of eligible expenses up to a value of:

July 1, 2017: \$2,000
July 1, 2018: \$2,050
July 1, 2019: \$2,100
July 1, 2020: \$2,150

53.37 The pool of monies for allocation for PDR for a particular year (May 1st to April 30th), will be taken as of September 15th. To be eligible for PDR, a Member must hold a:

- a) Tenure-track/continuing appointment-track or tenured/continuing appointment position;
or
- b) Contractually limited appointment of one year or more.

53.38 For Contractually Limited Members and all other Members who are on an approved reduced workload NOT related to medical or human rights reasons, PDR shall be pro-rated in accordance with the Member's percentage workload.

53.39 For newly appointed Members hired after September 15th, a pro-rated amount calculated as: (Months remaining to April 30th from Date of Hire/12) x (Annual PDR Allocation) shall be made for the initial PDR fund allotted.

53.40 Members who are retiring or resigning shall receive in their year of retirement a pro-rated amount calculated as: (Number of months worked in final PDR year/12 x Annual PDR Allocation).

General Terms and Procedures:

53.41 PDR funds will be distributed to Members as per the terms of this Article.

53.42 Each eligible Member is allotted the sum (effective May 1 of each year for the duration of the Agreement) for Professional Development Reimbursement per fiscal year (May 1 to April 30). Reimbursement charged to this allotment must be for actual expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. The use of these funds must relate directly to the Member's teaching, scholarship, service, or professional practice activities under his/her general University responsibilities.

- 53.43 The exception to this is that one annual transfer to trust/research accounts will be permitted; however, the transfer must be for allowable expenses according to the current policy and a transfer must specify the items for which the funds have been expended.
- 53.44 Items purchased with these funds that have a continuing value remain the property of the University.
- 53.45 Items for which reimbursement may be claimed are restricted to the following:
- a) Books, Journal subscriptions;
 - b) Research equipment and instruments (including computer software or maintenance, personal computers and ancillary equipment, and typewriter or computer repairs and maintenance.);
 - c) Tuition/training fees which are related to the professional discipline of the Member;
 - d) Memberships in professional associations or learned societies;
 - e) Conference registration fees and travel;
 - f) The premium cost of property insurance (such as that offered by CAUT) to protect professional material and equipment.;
 - g) The purchase cost of personal computers and ancillary equipment needed in the pursuit of University related professional activities;
 - h) Up to \$100 may be used as a flexible allowance for out-of-pocket expenses associated with University recreational facilities. (If used, this reimbursement is considered a taxable benefit by Canada Revenue Agency.)
 - i) the cost of home internet provider services as an eligible expense subject to Canada Revenue Agency (CRA) regulations.

Timing and payment of PDR:

- 53.46 Due to administrative costs it is hoped that Members would, whenever possible, submit one claim for the PDR, but no more than 2 claims per fiscal year. Other variations regarding timing and payment of PDR include the following:
- a) Unused PDR up to a maximum of two year's full PDR may be carried forward to the next year so that a maximum of three year's PDR be available at any one time. At the start of any fiscal year (May 1), any unused PDR exceeding the two-year maximum will be allocated to the Library's acquisition budget.
 - b) Each eligible Member may submit up to two claims for reimbursement within a fiscal year (May 1 to April 30) up to the maximum PDR, subject to the maximum carry-over provision. Such claims must be for actual University-related business expenses incurred and must be supported by actual receipts consistent with established University reimbursement procedures. Where eligible actual expenses exceed the PDR allocation in any fiscal year, individual Members may submit the residual expense amount consistent with established University reimbursement procedures in only the following fiscal year.
 - c) Single purchase expenses (i.e., one time out-of-pocket equipment or similar large expenses that exceed the annual PDR) may be carried forward for a maximum of three

years for reimbursement. (Departments will maintain appropriate carry-forward records/receipts.)

- d) Two or more Members may submit a combined application for reimbursement, provided the specific uses of the funds are covered by this policy. Such a submission may be up to a maximum of $N \times \$PDR$ (N = the number of submitters)
- e) Subject to the approval of the appropriate Department Chair, Supervisor, or Director, Members may transfer to a colleague his/her entitlement for a particular year. Such a transfer must be based on the agreement that it will be reversed within a three-year period.

Pension

53.47 Plan text amendments (except those required by legislation) for the Professional Pension Plan that would modify the benefit levels for the plan for Members shall require the written agreement of UGFA.

Member Contributions

53.48 Schedule of Rate Changes

The Parties agree that the maximum contribution rates of Members shall be adjusted as follows:

Date	Below YMPE	Above YMPE
July 1, 2017*	7.78%	9.48%
July 1, 2018	8.18 %	9.88%
July 1, 2019	8.58%	10.28%
July 1, 2020	8.99%	10.69%
*current rates		

53.48.1 The rates listed above are established as maximum Member contribution rates under this Agreement. The Employer contribution rates will continue to be determined by the Plan Actuary, but in no case shall be less than the Member rates. Precise determination of any adjustments to Member contribution rates will be made on the advice of the Plan Actuary with due consideration being given to the importance of recognizing earnings below and above the YMPE and any applicable legislative requirements. Member Rates will be approved by the Board of Governors Pension Committee through normal processes to change the Professional Plan's text necessary to reflect the new Member Rates.

53.48.2 Subject to the terms of the Letter of Understanding 10 (Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members), the Parties agree in principle to pursue a negotiated framework for the sharing of Normal Actuarial Cost of Professional Pension Plan through collective bargaining. Under this framework, should the most current valuation report filed on prior to July 1 of each year show an increase in the University's Normal Actuarial Cost to a level above 100% of the Member contribution rates specified above, the University will meet with the Joint Working

Committee on Pensions (constituted under LOU 10) to review the applicable valuation results, including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the Plan's actuary who certifies the new Normal Actuarial Cost requirements in respect of the UGFA Members, including a summary of the underlying UGFA membership data used to prepare the valuation results and all other relevant data reasonably required to make such determination.

53.48.3 Pending such certification of results by the Actuary, and the approval by the Board Pension Committee as described under 53.46.1, Member contribution rates will increase sufficient to fund 50% of that portion of the University's Normal Actuarial Cost above 100% of member contributions at the time of the valuation. Under this calculation, Member contributions will be subject to a maximum increase of up to 0.4%, to be implemented effective July 1, 2018 and July 1, 2019, and a maximum increase of up to 0.41% to be implemented effective July 1, 2020.

Early Retirement Provisions

Phased Retirement for Tenured or Continuing Appointment Members

53.49 With the elimination of mandatory retirement and the desire to provide for position planning, the University has options that will create the opportunity to determine dates for voluntary retirements or resignations. This applies to Tenured Faculty, Librarians and Veterinarians with a Continuing Appointment.

53.50 Definitions:

- a) Normal Retirement: Under University pension plans, the normal retirement date is age 65(eligible for unreduced pension). An individual Member may choose to retire on either the first of the month following the month in which the individual turns 65 or the end of the semester in which the Member turns 65;
- b) Early Retirement: Members may be able to prior to the Normal Retirement age subject to the provisions of the University's pension plans.
- c) Postponed Retirement: is a retirement date effective after a Member's normal retirement date. Members postponing retirement will be expected to carry out the normal range of duties and responsibilities until they retire;
- d) Phased Retirement: Members may be able to commit to a period of Reduced Workload in accordance with Article 54: Reduced Workload, after which period of time they would retire or resign.

Phased Retirement Option

53.51 This is available to Members who hold full-time Tenured or Continuing Appointments (regardless of funding) who are between the ages of 55 and 67 (at the beginning of the period of Reduced Workload) and have completed ten (10) years or more of pensionable service at the University as at the date of application.

53.52 Under this option, a lump-sum payment is available equal to 75% of the nominal final salary at retirement plus a "phase-out" period (toward retirement) over a maximum of two (2) years. The retiring allowance would be payable at the end of the phase-in period.

- 53.53 During the phase-out period, the maximum workload in any year is 50% of a full-time appointment and the total workload over a two (2) year period may not exceed 75% of a full-time appointment in total (minimum workload in any one year is 25% of a normal full-time appointment). The actual salary during the phase-in period will be pro-rated on the basis of the percentage workload appointment in each year.
- 53.54 During the phase-out period it is expected that the Member would perform a range of duties as outlined in his/her DOE, agreed to prior to the approval of a phased retirement, with the department Chair and Dean or University Librarian.
- 53.55 There are no special provisions in the pension plans associated with this option and pension or termination benefits (from the pension plans) will be determined in accordance with the current plan provisions. The commitment to retire at the end of the phase-out period is irrevocable.
- 53.56 Benefits, normally available, for the phase-out period will be provided based on the nominal (100% workload) salary, except for Long Term Disability. Member's cost sharing contributions, where applicable, will be based on the Member's actual salary using normal cost-sharing rates. The University will fund the difference in contributions.
- 53.57 Long Term Disability and Life Insurance are not applicable after the Normal Retirement Date (age 65).

Approvals

- 53.58 Acceptance for the voluntary resignation/early retirement or phased retirement requests under the options outlined above is conditional upon ensuring operational and academic priorities can be achieved.

The application by the Member requires signed support from the Department Chair as applicable, and signature approval by the Dean or University Librarian, with final approval by the Provost.

- 53.59 A decision to approve or not to approve will not be subject to Grievance. Reasons for the denial will be provided to the Member in writing.

Plan Representation

- 53.60 The Employer agrees that one of the two Professional Pension Plan members of the Board of Governors Pensions Committee shall be nominated by the Association for appointment by the Board. Such UGFA Member must be a member of the Professional Pension plan. The other Professional Plan member representative shall be a non-UGFA Member.
- 53.61 The Employer agrees to provide to the UGFA all financial documents and filings (including full and preliminary valuations of the plan) related to the Professional Plan in a timely fashion.

Article 54 - Reduced Workload

Reduced Workload

- 54.1 This Article applies to Full-Time Members with the exception of those holding Contractually Limited Appointments.
- 54.2 A Reduced Workload Appointment is one in which the appointment of a Full-Time Member is reduced from the Member's normal workload to less than full-time, on a regular basis.
- 54.2.1 Normally, Members will be expected to retain their agreed-upon DOE. The criteria for Promotion and Tenure or Continuing Appointment shall be the same as for Members not on Reduced Workload Appointments.
- 54.3 A Member seeking a Reduced Workload Appointment shall apply to the Dean, University Librarian, or, in the case of Veterinarians, Director, for Reduced Workload. The Dean, University Librarian, or, in the case of Veterinarians, Director shall consider the application, taking into account the circumstances of the applicant, the academic and service responsibilities, and, if applicable, any other factors relevant to the application.
- 54.4 Reduced Workload appointments require agreement of the Member and the University. The University shall not unreasonably deny a request for a Reduced Workload Appointment.
- 54.5 Members will apply in writing, normally at least six (6) months before any Reduced Workload Appointment may take effect. Applications made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances/events.
- 54.6 The letter of application for a Reduced Workload Appointment shall include:
- a) the proposed date of commencement and the proposed term for the requested period of Reduced Workload;
 - b) the percentage of the Member's normal workload that the Member is requesting to carry during the period;
 - c) terms or conditions that the Member wishes to have associated with the Reduced Workload, including terms or conditions respecting activities that would be reduced more than others, or respecting the distribution of workload obligations within the period of Reduced Workload; and
 - d) any other documentation the Member deems relevant to the application, including any supporting statements from the Member.
- 54.7 If the Member and the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, agree on the provisions of the proposed Reduced Workload Appointment, those provisions shall be confirmed in writing and signed by the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, and the Member. These provisions will include the period of Reduced Workload, the proportion of Reduced Workload to full-time responsibilities/duties during the period of Reduced Workload, extensions to probationary period, provisions for performance evaluation during and after the period of Reduced Workload, rate of accrual for Study/Research Leave, or Consultative Leave for Veterinarians, and benefits coverage.
- 54.8 An initial period of Reduced Workload shall run for part of, or all of, an academic year or for consecutive academic years up to three (3) years. An initial period may be followed by

additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in writing at least six (6) months in advance and shall be subject to the same review process followed in the initial application.

- 54.9 This proposed Reduced Workload Appointment shall be forwarded to the Provost for final review and approval on behalf of the University. Within twenty (20) days of receipt of the proposal for a Reduced/Workload Appointment, a decision will be made. Any decision by the Provost not to approve the proposal shall be accompanied by written reasons.
- 54.10 In the case of Tenure-track/Continuing Appointment-track Members, if a 50% reduction has occurred for two (2) years or longer, the maximum length of the probationary period for Tenure shall be extended by one year (from six (6) to seven (7) years).
- 54.11 The level of salary shall be pro-rated to reflect the proportion of the Reduced Workload to full-time responsibility.
- 54.12 Vacation and Sick leave entitlements shall be as per Articles 46 and 47, except that the level of salary shall be pro-rated as per 54.11.
- 54.13 The amounts of any salary increase shall occur on a pro rata basis as in Article 54.11. Any percentage increases in salary shall be applied to the Member's pro-rated salary.
- 54.14 Eligibility for, and participation in, all group insurance plans, legislated plans and pension plans shall continue as is, or as amended from time to time, but coverage shall be on a pro rata basis, where appropriate, as in 54.11, except as specified in 54.15.

Pension and Benefits

- 54.15 Subject to Canada Revenue Agency, for those Members who are age 55 and over, and with ten (10) or more years of full-time service when beginning a period of Reduced Workload of not less than 50%, contributions by the University and Member to group insurance plans and pension and benefits received as a result shall be on the basis of the deemed continuance of the full-time salary, except in the cases of short and long-term disability.
- 54.16 If a Member reaches age 55 during the period of Reduced Workload, benefits shall continue on a pro rata basis as in 54.14 for the balance of the Reduced Workload.

Miscellaneous

- 54.17 A Member with a Reduced Workload Appointment may request that he/she resume a normal workload prior to the end of the agreed Reduced Workload Appointment. Such requests shall be made in writing to the Dean, University Librarian, or, in the case of Veterinarians, Director, or designate, normally at least six (6) months prior to the date on which the resumption is intended to be effective. If approved, any such resumption of normal workload shall normally be effective on July 1 or January 1.
- 54.18 Members who are on a Reduced Workload Appointment will be considered eligible to apply for Study/Research Leave or Consultative Leave for Veterinarians after six (6) years of service. Salary paid while on leave will be on a pro rata basis as per 54.11.
- 54.19 Members on Reduced Workload shall be eligible for consideration for reappointment, promotion and, where applicable, Tenure or Continuing Appointment.

Article 55 - Financial Exigency

55.1 The University and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount. No Member shall be terminated or otherwise penalized with respect to terms and conditions of employment or rights and privileges relating to employment for reasons of Financial Exigency except in accordance with this Article.

Definition

55.2 A state of Financial Exigency is an extraordinary situation occurring when substantial and recurring financial deficits threaten the survival of the University as a whole, or substantial financial losses have been projected by generally accepted accounting principles to persist for more than two (2) years and threaten the continued functioning of the University.

55.3 This Article is invoked only in the event of a declaration of Financial Exigency in which the layoff of Members is proposed as part of the resolution to the situation.

55.4 The closure, cessation, merger, or elimination, in full or in part, of an academic program, based on academic reasons, is not Financial Exigency.

Declaring a Financial Exigency

55.5 When the financial situation of the University is severe enough that a bona fide state of Financial Exigency requiring layoffs exists, the President shall give written notice to the Board of Governors and the Association. As of the date of such notice, no new Members or Academic Administrators may be appointed.

55.6 Within ten (10) days of the notice specified in 55.5, the Parties will establish a Financial Commission described in 55.7 below.

Financial Commission

55.7 The Financial Commission shall be comprised of five (5) members, two (2) chosen by the University, two (2) chosen by the Association and a Chair chosen by both the University and the Association. If the Parties cannot agree on the Chair, the Chief Justice of Ontario shall be asked to select the Chair.

55.8 The Financial Commission shall meet to consider the Financial Exigency as specified in the President's formal notice and to determine whether a Financial Exigency exists.

55.9 The onus of proof shall be on the University to establish to the satisfaction of the Financial Commission that a state of Financial Exigency exists within the meaning of this Article.

55.10 The Financial Commission shall establish their own procedures and shall inquire into and answer each of the following questions:

- a) whether the University's financial position constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) years and to constitute a problem sufficiently grave that the University's continuing functioning is endangered;
- b) whether, in view of the primacy of academic goals at the University, the reduction of Members and/or the reduction in salaries and benefits of Members is a reasonable type

of cost-saving and whether all means of achieving cost-saving in all other areas of the University's expenditures have been explored and utilized;

- c) whether all reasonable means of improving the University's revenue position have been explored and taken into account;
- d) whether every effort has been made to secure further assistance from the Provincial Government;
- e) whether enrolment projections are consistent with the proposed academic staff complement;
- f) whether all reasonable means have been taken to reduce costs, such as Members' voluntary early retirement, voluntary resignation, or voluntary Reduced Workload;
- g) any other matters that it considers relevant to the proposed Financial Exigency.

55.11 The Financial Commission shall have access to any University documents, data, and records it considers relevant to its inquiries. The University shall cooperate with the Financial Commission in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Financial Commission whether a state of Financial Exigency exists within the meaning of this Article. The University shall provide a copy of such documentation to the Association at the same time it is provided to the Commission.

55.12 The Financial Commission shall conduct its inquiries, answering each of (a) to (f), as well as any other specific questions that arise under (g) above. Both the Association and the University shall make submissions to the Commission within (60) sixty days of the appointment of the Commission and the Commission shall report to the Parties within thirty (30) days after that. Such report shall be by receipted hand delivery.

55.13 If the Financial Commission finds that a state of Financial Exigency exists, its report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members.

55.14 The Board of Governors, through the President, has the responsibility for implementing actions arising out of the report of the Financial Commission.

55.15 It shall be open to both Parties, notwithstanding any provisions to the contrary in this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits or to reach other mutually acceptable emergency methods of reducing expenditures that could avert layoffs or decrease the number of layoffs.

55.16 When Financial Exigency has been confirmed, and no satisfactory provision can be made by the University for the continued employment of all Members, the President shall prepare a report that shall identify those Departments/Schools in which there are to be lay-offs. The plan shall be structured so that the University may continue to operate as far as possible in accordance with its mission and may propose across-the-board cuts, vertical cuts (involving Department/School closures), or some combination of across-the-board and vertical cuts.

55.17 The President shall present the report to the University Senate with a copy to the Association. Senate shall discuss the report, using its own procedures, and return it to the President within thirty (30) days, with comments and recommendations for revision. The President shall consider Senate's comments and recommendations as well as the comments and recommendations received, within the same thirty (30) day time frame, from the Association.

- 55.18 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the following lay-off order shall apply:
- a) all contractually-limited appointments;
 - b) Members holding tenure-track/continuing appointment-track appointments;
 - c) all other Members, in accordance with 55.19.a) below.
- 55.19 Subject to the areas of priority as identified in the President's Report (per 55.15 and 55.16), the selection of persons to be laid off shall be on the basis of:
- a) quality of performance as determined in accordance with Article 21: Tenure, Promotion, and Review of Faculty; Article 28: Continuing Appointment, Promotion, and Review of Librarian Members; and Article 33: Continuing Appointment, Promotion and Review of Veterinarians.
 - b) where two persons are considered substantially equal in the application of the factors listed in a), then the decision shall be made on the basis of length of full-time employment as a Member.
- 55.20 The following will apply to Members who are selected for lay-off:
- a) the University shall either provide to the Member at least twelve (12) months working notice, in writing, or the Member's regular salary and benefits in lieu thereof, and
 - b) the University shall pay the Member severance pay at the rate of one (1) month's Regular Salary for each Academic Year of service, subject to a maximum of twenty-four (24) months and a minimum of six (6) months.
- 55.21 Any layoffs under this Article shall occur only to the extent necessary to alleviate the Financial Exigency.

Article 56 - No Strike or Lockout

No Strike or Lockout

56.1 There shall be no Strikes or Lockouts during the term of this Agreement. Strike and Lockout bear the meanings used in the *Ontario Labour Relations Act*, 1995 S.O. 1995, c.1, Sched.A.

Essential Services

56.2 The Parties agree that proper care of animals will be maintained by Members of the Association in the event of a legal Strike or Lockout. For purposes of this Article, animals include animals in research, teaching, testing, wildlife, and client-owned animals.

56.3 Within thirty (30) days of the signing of this Agreement, the University will identify a number of positions which it deems sufficient to provide for continuous proper care of animals and the maintenance of diagnostic services in the event of a legal Strike or Lockout. The Joint Committee will meet to finalize the list through the execution of a Memorandum of Agreement, and such Agreement shall be effective until such time as a new Collective Agreement is signed.

56.4 All persons so designated will be paid as per the Collective Agreement in effect immediately prior to the Strike or Lockout.

56.5 Only essential care duties will be assigned to designated Members.

Member Status

56.7 No Member shall be subject to disciplinary action solely for refusing to carry out the duties of an employee of the University who is on legal Strike, or of one who is prevented from performing duties by a Lockout.

56.8 The University shall not refuse to re-employ a Member solely as a consequence of exercising his/her right to strike as a result of a legal Strike declared by the Association, or as a consequence of a Lockout imposed by the University. There is no obligation on the University to extend a contract or re-employ if the term of a contract ended during a period of Strike or Lockout.

Article 57 – Research Ethics Appeal Board (REAB)

Mandate of the REAB

57.1 Advisory to the Provost, the REAB hears appeals of decisions of the Research Ethics Board and only when, in the opinion of the appellant, all other avenues of resolve have already been exhausted. The REAB has no jurisdiction to make a decision regarding the ethical acceptability of the research. The appointment process and composition of the REAB membership provides the opportunity to accommodate and fully recognize unique areas of research and emerging issues.

Structure of the REAB

57.2 The Research Ethics Appeals Board (REAB) shall consist of five (5) members, four (4) of whom must be Members and one (1) of whom may be external to the University. The five members will be appointed as follows, with the Vice-President (Research), or designate, responsible for overseeing the nomination and appointment process. The Provost will be responsible for arranging orientation with respect to operating procedures and rules of order for the REAB, on an annual basis.

57.2.1 Members shall be appointed for a two (2) year term such that one-half (1/2) of the membership shall change each year. Members cannot congruently be members of the Research Ethics Board.

57.2.2 Membership of the REAB (voting members) shall be as follows:

- a) One (1) member nominated by the Vice-President (Research) plus one (1) alternate member nominated by the Vice-President (Research);
- b) Two (2) members nominated by the Provost plus one (1) alternate member nominated by the Provost;
- c) One (1) member nominated by the Faculty Association plus one (1) alternate member nominated by the Faculty Association;
- d) the Chair of the REAB who shall also be appointed by the Provost.

57.2.3 In nominating members to the REAB, the following considerations will be made:

- a) knowledge of and demonstrated experience with research on human subjects;
- b) expertise in the philosophy of ethics relevant to human subjects;
- c) expertise in research methods relevant to human subjects;
- d) previous experience as a member of the REB and familiarity with the tri-council document and requirements.

57.3 Concerns related to the composition of the committee can be brought to the attention of the Provost at the time the membership is established and prior to the initiation of committee work. The Provost shall determine whether there are any changes required and will be responsible for making such changes. The Parties must agree on the membership of the committee.

Operating Procedures

- 57.4 The Chair of the REAB shall convene the board within ten (10) days of receiving an appeal. This date may be extended if a significant amount of material must be sent to members for reading prior to considering the appeal. Full membership of the Committee is required to reach quorum.
- 57.5 Members of the REAB must first acknowledge any conflicts of interest and recuse themselves accordingly.
- 57.6 The board shall review and discuss the original ethics application, the REB's comments and decision, and the researcher's appeal documentation. In the event of a study that was suspended or terminated, all the documentation about the reasons for suspending or terminating the project will be reviewed and discussed.
- 57.7 The REAB is advisory to the Provost and shall reach recommendation by way of majority vote. The recommendation of the board may consist of:
- a) Denying the appeal (upholding the decision of the REB);
 - b) Approval of the appeal without conditions;
 - c) Approval of the appeal with specific conditions attached to the approval or to the continuation of the study;
 - d) Suggested revisions (to the original ethics approval application) and resubmission to the REB.
- 57.8 The Chair of the REAB shall inform the Provost, in writing, of their recommendation with reasons, within two (2) days of reaching a recommendation.
- 57.9 Within five (5) days of receipt of the recommendation from the REAB, the Provost shall make a decision and write a formal letter to the Faculty Member outlining the decision and the reasons. This letter is to be copied to the Vice-President (Research), the Faculty Member's Dean, the current Chair of the REB, and each member of the REAB.

Letters of Understanding

Letter of Understanding 1 – CUPE Local 3913 Unit 2

The Parties agree that this Letter shall form part of the Collective Agreement.

The Parties recognize that, as per the provisions of the Collective Agreement with CUPE Local 3913 (Unit #2), CUPE 3913 is the bargaining agent for all persons employed under contract as "Sessional Lecturers" to teach in University degree credit courses.

Notwithstanding the previous recognition, the University affirms that it will not create new academic appointments at the rank of "Lecturer".

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 2 – Course/Teaching Evaluation

The Parties agree that this Letter shall form part of the Collective Agreement.

Each Member has the option of choosing to be evaluated, during the student evaluation process, by use of either an electronic or paper (in class) evaluation instrument. Where more than one Member is associated with a particular course, there will be agreement amongst the Members as to whether the evaluation will be completed electronically or in class. Where agreement cannot be reached on one method of delivery, the Chair will decide. The Provost will establish the protocol by which student evaluations are conducted.

The results of teaching evaluations, including both detailed comments and numerical ratings, shall not be released publicly by the University, without prior written agreement of the Member. Each year in September, the Provost shall circulate a Memorandum to Members informing them as to their options to be evaluated in paper or electronically and to participate or not in the release of the results as per the terms of this Article. No Member shall be compelled to consent to the release of teaching evaluations.

Should a new course/teaching evaluation enterprise system be implemented during the life of the Collective Agreement, the parties will meet within ten (10) days of the request to meet to discuss and reach mutual agreement on amendments to this LOU.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 3 – Sick Leave

The Parties agree that this Letter shall form part of the Collective Agreement.

It is understood between the Parties that this Letter applies to a Member who holds a Tenure-track/Continuing Appointment-track, Tenured or Continuing Appointment. When such Member has completed and submitted an application for Long Term Disability, with the assistance of Occupational Health and Wellness, and has not received a decision from the insurance carrier, and whose absence due to illness continues beyond ninety (90) calendar days of Sick Leave, the University may in its sole discretion continue Sick Leave to such Member until such time that the insurance carrier decision has been received.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 4 – Teaching – Professional and Managerial Staff

The Parties agree that this Letter shall form part of the Collective Agreement.

1. The Parties acknowledge that, in each Academic Year, and on a limited basis, some Professional/Managerial Staff Members have teaching as part of their responsibilities.
2. The University affirms that it will not substantially increase the number of Professional/Managerial Staff Members who are teaching degree credit courses.

Annually, on or about November 1, the University will provide to the Association a list of Professional/Managerial Staff Members who are assigned teaching, including the courses and sections, broken down by semester.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 5 – Human Rights and Health & Safety

The Parties agree that this Letter shall form part of the Collective Agreement.

Where the Association alleges that either of these policies, as they may be changed from time to time, conflicts with, is inconsistent with, or interferes with the Collective Agreement, the Association may file a Policy Grievance.

It is further agreed and understood that before any changes are made to either of these policies the Association will be notified and a meaningful consultation will occur between the Parties in a good faith effort to resolve any differences.

Any consultation process which may have taken place prior to the ratification of this Collective Agreement does not constitute or substitute for these discussions.

The Parties agree that if a Member is a named respondent to a Workplace Harassment complaint made pursuant to the Occupational Health and Safety Act, such complaint investigations shall be conducted by the Office of Faculty and Academic Staff Relations (FASR) when a non-Human Rights based complaint, or by the Office of Diversity and Human Rights (DHR) when the complaint is Human-Rights based. The procedure for investigation, whether by FASR or DHR, shall be consistent with the formal procedure as outlined in the University of Guelph *Human Rights Policies and Procedures* and/or Article 39 of the Collective Agreement.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 6 – Performance Review of Veterinarian Members by Director Outside of the Process indicated in Article 34

The Parties agree that this Letter shall form part of the Collective Agreement.

Activity updates conducted by the Director will focus on the effectiveness of the Member at meeting University-established criteria and the general competence with which the duties and responsibilities of the position are carried out. The Director will meet individually with each Veterinarian Member to discuss his/her performance assessment. The Director will provide to the Member, in writing, within fifteen (15) days of the meeting with the Member, an activity update report. The Member shall be provided with an opportunity to respond verbally and in writing. A copy of the Activity Update report from the Director and the response from the Member shall be placed into the Member's Official File (NOT the Member's Assessment File).

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 7 – Benefits

The Parties agree that this Letter shall form part of the Collective Agreement.

Effective on the first day of the second month following ratification, the following amendments shall be made to the Extended Health Care plan:

- a) Increase the annual dollar allocation for psychological services from \$300 per calendar year to \$1,200 per calendar year. Coverage includes counselling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, or clinical counselors registered by the Provincial governing body in the Canadian province in which the services are provided;
- b) Include coverage for non-oral contraceptives as prescribed by a physician provided that the contraceptive has a drug identification number (DIN); and,
- c) Remove the requirement for a physician's referral for massage therapy.

Effective July 1, 2017, the Scholarship Plan offered to spouses/partners and dependents shall be amended such that the cap on scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program.

Effective on the first day of the second month following ratification, the following amendment shall be made to the Long-Term Disability Plan: move the current cap of \$6,000 per month to a cap of \$12,000 per month.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 8 – Essential Services

Further to Article 56 (NO STRIKE OR LOCKOUT), the parties agree that the following essential services will be maintained by Members of UGFA in the event of a legal strike or lockout.

1) Medical Care of Animals

UGFA agrees that its Members will provide services of the OVC Health Sciences Centre on a basis analogous to that used for the Health Sciences Centre Holiday Schedule. Delivery of Ruminant/Swine Field Services is required as part of our contractual obligations to external clients and will be provided on a continuous basis as required.

2) Diagnostic Services provided through the Animal Health Lab

UGFA agrees that full services will be provided by UGFA Members in order to deal with the caseload in process at the designated date of a legal Strike or Lockout. Thereafter, the following designated UGFA Members will provide essential services to respond to emergencies.

Guelph: Two (2) mammalian pathologists; One (1) avian pathologist; One (1) clinical pathologist; One (1) Bacteriologist; One (1) Virologist

Kemptville: One (1) Pathologist

3) Clinical counseling services provided through the Couple and Family Therapy unit in the College of Social and Applied Human Sciences under the Agreement with the Ministry of Community and Social Services. These services are provided to “at risk” individuals, largely women and children.

The University has identified that four (4) clinical Faculty Members are essential to provide for the delivery of these services.

All those designated to provide these essential services will be compensated on the basis of their salary and benefits in effect at the time of the designation.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 9 – Article 18 and Changes to DOE

The Parties agree that this Letter shall form part of the Collective Agreement.

Management may require a change to a Member's DOE without the Member's consent when all of the following conditions have been met:

- a) the change must be reasonable; and
- b) the newly assigned DOE is an appropriate combination of Teaching, Scholarship, and Service; and
- c) the newly assigned DOE considers the Faculty Member's career development and his/her contributions and performance over time;

AND where one of the following cases further justifies the change in DOE:

1. proven, and repeated, concerns about performance (i.e., documented concerns about performance under Art. 39.15); or
2. redeployment opportunity(ies) arising from the invocation of Article 24.4, in the context of operational requirements and the academic mission of the new unit and available work of the Bargaining Unit; or
3. transition from a Research Chair to a 'regular' faculty appointment where no pre-existing agreement is in place stipulating the change to DOE following the end of the Research Chair appointment.

Unless mutually agreed to continue the newly assigned DOE, an amendment to a Faculty Member's DOE under Case #1 or #2 shall not exceed a period of three (3) years. In such cases, the DOE shall revert back to the Member's prior DOE.

Any change to a DOE under this LOU will be subject to the restriction that the sum of the absolute values of the percentage changes to each of the three areas (Teaching, Scholarship, Service) will not exceed 30%. By way of example, a proposed change from 40/40/20 to 55/35/10 is permissible, since the sum is $15+5+10=30$; a change from 40/40/20 to 60/30/10 is not permissible; since the sum is $20+10+10=40$.

It is further agreed that should a grievance about a decision made through this LOU be forwarded to Arbitration, the Parties will agree on a mutually acceptable arbitrator.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 10 – Agreement to Pursue Jointly Sponsored Pension Plan (JSPP) Options for UGFA Members

The Parties agree that this Letter shall form part of the Collective Agreement.

The Parties agree to continue to meet as part of a Working Committee on Pensions for the duration of this Collective Agreement or, if earlier, for up until six (6) months following the effective date of the JSPP contemplated herein. The Association shall appoint three (3) persons and the University shall appoint three (3) persons to the Committee. The Joint Working Committee on Pensions will have three primary roles:

1. To receive updates on the Professional Plan and the UPP JSPP; and
2. To take an active local role in the UPP JSPP as outlined in this LOU so that members of the Professional Pension Plan will understand the nature of the JSPP as the communications and consent processes unfold.
3. Endeavour to ensure that the terms, processes, and details of the UPP JSPP (as they become known) and the transition from the Professional Plan to the UPP JSPP are clearly communicated to all members of the Professional Plan as part of any consent process involving the transfer to a JSPP.

The University shall ensure that this Committee is adequately resourced and that all relevant actuarial and financial information required by the Committee to fully execute tasks shall be provided to the Committee by the University in a timely fashion. The Committee will meet at least once per year. For clarity, the University shall provide to the committee at least once per year:

- a) The Professional Plan text and all amendments to the text.
- b) The most recent actuarial valuation report filed with the regulator for the Professional Plan, as well as any updates to the filed valuation, or completed but unfiled valuations.
- c) Any reports prepared internally or by external parties that are relevant to the objectives of the working group.
- d) An annual report of all the expenses associated with the Professional Plan.
- e) All relevant member data for active pension plan participants required for the computation of pension benefits to which the member is entitled, including pensionable salary and earnings history, gender, birth, hire and participation dates, and years of pensionable (credited) service. Any data provided shall be maintained by UGFA to respect the privacy of individuals.

All costs associated with the Joint Working Committee shall be the responsibility of the University. It is understood that there may be additional costs associated with data or studies that are required by one of the Parties that fall outside of the terms of reference of the Joint Working Committee. In such cases, the costs will be the responsibility of the respective Party.

During the term of this Collective Agreement, if and when there is a fully executed Milestones Agreement (or equivalent) to which the Association is a signatory, the Parties will meet and discuss all matters relating to the transition to the JSPP.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers

Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 11 – Veterinarians Continuing Appointment and Promotion Committee

The Parties agree that this Letter shall form part of the Collective Agreement.

For the duration of this collective agreement, the review of Veterinarian Members at Ridgetown, or any other Veterinarian reporting through to the Dean of OAC, shall be reviewed as follows:

For the OAC: Dean (OAC) who shall chair the committee, Chair, Animal Biosciences; two elected Veterinarian from OAC, and one elected University MCA Veterinarian who shall serve on all MCA Committees.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 12 – Exceptional Contractually Limited Faculty or Veterinarian Appointment

The Parties agree this letter will form part of the Collective Agreement.

Notwithstanding Articles 19.5 and 32.2.1, in the exceptional circumstance in which the University is hiring a CL Faculty or Veterinarian Member to backfill the temporary absence of a Member in Clinical Studies due to an academic administrative appointment:

- a) The Association shall be informed of the intention to backfill an administrative appointment at Joint Committee prior to hire.
- b) The maximum length of the appointment, prior to conversion or termination shall be equal to the length of the administrative appointment plus any approved Transition and/or Study/Research Leave.
- c) Such Appointment shall not exceed one administrative renewal or 12 years, whichever is less.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 13 – Joint Salary Review

The Parties agree this letter will form part of the Collective Agreement.

The Parties agree that within six (6) months of ratification they will commence a Joint Salary Review. The purpose of the review will be to examine the issue of salary anomalies, if any, and make recommendation for correction of any identified anomalies. The work of this committee, including recommendations, will be completed no later than December 2018. The timeline may be extended by mutual agreement.

Note: the ongoing equity salary review will continue notwithstanding this Letter.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Letter of Understanding 14 – Workload

The Parties agree this letter will form part of the Collective Agreement.

A joint committee shall be established within 8 weeks of ratification of the Collective Agreement to review and make recommendations to the Joint Committee relative to the assigned workload of Members.

On behalf of the
University of Guelph

Tracey Jandrisits
Jonathan Newman
Benjamin Bradshaw
Andrew Bailey
Sherri Cox
Daniel Draper
Barbara MacDonald

On behalf of the University of Guelph
Faculty Association

Ed Carter
Susan Hubers
Mary De Coste
Ibrahim Deiab
Jonathan Ferris
Herb Kunze
Denise Sanderson

Court File No. CV-22-006918880-0000

Dr. BYRAM BRIDLE
Plaintiff

- and -

UNIVERSITY OF GUELPH, et al
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF AMY GREER

**CANADIAN UNIVERSITIES RECIPROCAL INSURANCE
EXCHANGE**

5500 North Service Road, Suite 901
Burlington, ON L7L 6W6

D. Lynn Turnbull LSO#: 38056J

Email: lturnbull@curie.org

Tel: 905-336-3366 ext. 242

Lawyer for the defendants, University of Guelph, Jeffrey
Wichtel, Laurie Arnott, Charlotte Yates, Scott Weese,
Glen Pyle, Andrew Peregrine, Dorothee Bienzle, Amy
Greer and Nick Duley

TAB 11

Court File No. CV-22-00691880-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DR. BYRAM BRIDLE

Plaintiff

- and -

**UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE,
GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK
DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST**

Defendants

AFFIDAVIT OF NICK DULEY

I, Nick Duley, of the City of Peterborough, in the Province of Ontario, MAKE OATH AND SAY:

1. I am one of the defendants in this proceeding, and, as such have knowledge of the matters to which I hereinafter depose. The matters deposed to that are not within my knowledge have been derived from third parties or a review of documents and, in each of such cases, the source of the information is identified, and I verily believe such matters to be true. True copies of all exhibits referred to herein are attached.
2. I am the President of North Shore HR Consulting Inc. ("North Shore"), which provides neutral workplace investigative services for third parties. Prior to joining North Shore, I spent nine years at Fleming College as a Human Resources Consultant and Human Rights Officer. I am an experienced workplace investigator and human resources professional who has conducted more than 150 workplace harassment, sexual harassment, and human rights-based investigations. I am a member of the Canadian Chapter of the Association of

- Workplace Investigators (CAWI). I also hold Government of Canada Level II Security Clearance, and have been appointed to the Investigation Unit of the Office of the Sport Integrity Commissioner. Attached hereto and marked to this my affidavit as Exhibit A is a true copy of my curriculum vitae.
3. As a member of CAWI, I am required to abide by a Code of Ethics and Rules of Professional Conduct. Attached hereto and marked as Exhibit B to this my affidavit is a true copy of the Code of Ethics and Rules of Professional Conduct of the Human Resources Professionals Association (HRPA).
 4. On July 28, 2021, I was retained by Laurie Arnott, the Assistant Vice-President of Faculty and Academic Staff Relations at Guelph University (Guelph) to conduct an investigation into a complaint of workplace harassment that had been made against Dr. Byram Bridle, a professor at Guelph's Veterinary College (OVC). Attached hereto and marked as Exhibit C to this my affidavit is a true copy of my letter to AVP Arnott dated July 28, 2021, setting out the terms of my engagement.
 5. This was the first time that I had ever been retained by Guelph to conduct a workplace investigation. I did not know AVP Arnott and I had never previously had any communication with her.
 6. Prior to undertaking my investigation, I was provided with Guelph's Workplace Harassment Prevention Policy and Collective Agreement and copies of emails from Dr. Glen Pyle, Dr. Andrew Peregrine, Dr. Dorothee Blenzle and Dr. Bridle detailing events that led up to the complaint of workplace harassment that arose out of on-campus encounters that occurred between Dr. Bridle and Drs. Pyle, Peregrine and Blenzle on July 21, and 22, 2021. I was also provided with copies of CCTV and cell phone videos of the encounter on July 21, 2021.
 7. As part of my investigation, I interviewed the complainants, the Dean of OVC, the Associate Dean of OVC, the Chair of the Department of Pathobiology, colleagues of the complainants,


an officer from the Campus Safety Office, and witnesses to one of the encounters. I was told by AVP Arnott that Dr. Bridle refused to be interviewed or otherwise participate in the investigation.

8. Based on my review of emails, videos and my interviews, and using the balance of probabilities standard, I came to the conclusion that Dr. Bridle's conduct towards Dr. Pyle on July 21, 2021 and towards Drs. Peregrine and Bienzle on July 22, 2021, was harassment and in violation of Guelph's Workplace Harassment Prevention Policy as well as Article 42 of the Collective Agreement. Attached hereto and marked as **Exhibit D** to this my affidavit is a true copy of my report dated November 9, 2021, with names redacted due to privacy.
9. I was not required to investigate the "root causes of the friction" between Drs. Bridle and the complainants and made no findings with respect to that.
10. I carried out my investigation with impartiality, objectivity and procedural fairness. I was not influenced in any way by AVP Arnott or anyone else at Guelph. At no time did I conspire with anybody to produce a "pre-set result". I deny and find offensive the allegation that I acted as a "hired gun".
11. I swear this affidavit in support of the relief sought and for no improper purpose.

SWORN REMOTELY by Nick Duley, stated as }
being located in the City of Peterborough }
before me at the City of Burlington, on this }
13th day of June, 2024 in accordance with O. }
Reg 431/20, Administering Oath or }
Declaration Remotely }
}



D. LYNN TURNBULL
A Commissioner for taking Affidavits, etc.



NICK DULEY

This is Exhibit "A" referred to in the Affidavit of Nick Duley sworn before me June 13, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial "T" that loops around the first part of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

NICK DULEY CHRL

(705) 917-2147

nick@northshorehr.ca

www.linkedin.com/in/nickduley

EXECUTIVE SUMMARY:

Senior HR professional and skilled workplace investigator with comprehensive HR experience involving labour and employee relations, human rights, accessibility, talent acquisition and legislative compliance across public and private workplaces.

Expertise in:

- | | | |
|----------------------------|----------------------------------|--------------------------|
| ✓ Workplace Investigations | ✓ Human Rights | ✓ Legislative Compliance |
| ✓ Employee Relations | ✓ Policy Design & Administration | ✓ Recruitment |

Government of Canada Level II (Secret) Security Clearance

Member in Good Standing, Canadian Chapter of the Association of Workplace Investigators

Member, Investigation Unit, Office of the Sport Integrity Commissioner

PROFESSIONAL EXPERIENCE:

NORTH SHORE HR CONSULTING INC.

2019 - PRESENT

PRESIDENT, WORKPLACE INVESTIGATOR AND HR CONSULTANT

Provide neutral, third-party investigations into allegations of workplace harassment and bullying, sexual harassment and human rights-based discrimination. Using applied investigative techniques, make findings of fact and determine whether policy violations have occurred. Prepare comprehensive reports detailing the process and results. Make recommendations where appropriate in relation to the findings, identifying potential improvements to policies and their practical applications.

Consult and advise employers with regard to recruitment strategy, employee relations, policy development, training, and legislative compliance. Clientele includes prominent post-secondary education institutions, municipalities, manufacturing, not-for-profit, and service organizations.

FLEMING COLLEGE, PETERBOROUGH, ON

2010 – 2019

HR CONSULTANT AND HUMAN RIGHTS OFFICER

HUMAN RESOURCES CONSULTING

Reporting to the VP Human Resources, Student Services, and Strategic Planning, provided a complete range of strategic and operational human resource and organizational effectiveness services to various academic and service divisions. Developed partnerships with client groups, taking time to understand their business drivers and operational realities. Leveraged these relationships to provide advice and counsel to support clients in the achievement of their goals by interpreting and applying corporate policies and collective agreements. Supported the design, context, and classification of jobs. Led talent acquisition processes for vacancies. Guided managers and employees through returns to work, accommodations, employee counselling, absence management, performance management, and disciplinary processes. Managed grievances, preparing responses and representing the College during arbitrations. As recruitment lead for the College, provided leadership to the organization in attracting top talent to the organization by establishing processes and evangelizing best practices.

HUMAN RIGHTS AND WORKPLACE HARASSMENT LEADERSHIP

Provided Human Rights consultation and support to College administration, staff, faculty, students, and community members in all matters related to Human Rights. Provided leadership, education, consultation, and subject matter expertise, ensuring that harassment and discrimination, human rights, sexual harassment, sexual violence, accessibility, inclusion, and accommodations concerns were dealt with in a positive and legally compliant manner. Conducted human rights reviews and

competing human rights analyses across the College, recommending appropriate actions based upon policy, legislation, and best practices. Developed and delivered awareness training to staff and students related to legislative requirements, religious and family status accommodations, and gender inclusive language. Supported the College's Indigenous Education Plan by identifying and advocating for opportunities to Indigenize policies and practices.

Led and personally conducted internal bullying, workplace harassment, sexual harassment, human rights, and discrimination investigations. Prepared comprehensive investigation reports and ensured that appropriate corrective actions were taken. Procured and coordinated external investigations and mediations where necessary. Developed, interpreted and applied relevant College policies and operating procedures to ensure legislative compliance. Developed and delivered workplace harassment and discrimination policy, and workplace investigation training.

HR and Human Rights representative on the College's Behavioural Assessment Management Team for community threat assessments. Represented the College at the Human Rights Tribunal of Ontario. Supervised Human Rights and Inclusion Specialist.

ACCESSIBILITY LEADERSHIP AND COMPLIANCE

Oversaw accessibility compliance for the College including the development of Multi-Year Accessibility Plans and annual reports. Prepared and submitted Accessibility Compliance Reports on behalf of the organization. Responded to Ministry organizational file review in 2016. Supervised Accessibility Facilitator.

SYKES ENTERPRISES INC (PREVIOUSLY ICT GROUP INC.), PETERBOROUGH, ON ASSISTANT DIRECTOR, HUMAN RESOURCES (CANADA)

2003 – 2010

Reporting to the Senior VP HR Canada & UK, supported 1400 staff and management across Ontario, Nova Scotia and New Brunswick. Provided direction to senior management with regard to employment law and company policies and practices. Developed, maintained, and interpreted HR policies and procedures. Anticipated, prepared for and represented organization in all legal, human rights, and health and safety issues. Investigated workplace incidents and provided conflict resolution. Identified and evaluated new HR initiatives including applicant testing software and online employee incentive programs. Developed and delivered management training. Developed SharePoint site to provide self-serve HR options for employees across Canada. Project management of all national HR initiatives. Lead for large-scale ramp recruitment during establishment of new business ventures in Ontario, Quebec, and Costa Rica. Supervised five recruiters across Canada.

- Recipient of Canadian "You Make a Difference" Leadership Impact Award for 2009 in recognition of superior leadership and project management contributions
- Promoted to Assistant HR Director (Canada) from Regional HR Manager (Ontario) in January 2008.
- Administered national recruiting budget of approximately \$300 000

CINRAM INTERNATIONAL INC., TORONTO, ON HUMAN RESOURCES REPRESENTATIVE, DISTRIBUTION

2002 – 2003

Reporting to Executive Director of Distribution, supported all HR functions for Distribution & Logistics operations across 5 facilities during the rapid growth and evolution of the Distribution organization as a separate entity. Developed policies and procedures to ensure appropriate training and health & safety compliance. Advocated for the fair and equitable treatment of all employees, creating open forums for communication. Acted as employee ombudsman, ensuring that inquiries and complaints were resolved appropriately. Supervised HR Assistant.

- Facilitated the rollout of a new role evaluation system and wage structure for 450 hourly staff, conducting information/training sessions and acting as ombudsman in subsequent role level investigations and dispute resolution
- Established a safety program including Joint Health and Safety Committee and served as Management Co-Chair
- Developed and coordinated seasonal hiring event, successfully recruiting 125 employees within a 6-week period

McKINNON MANAGEMENT GROUP AND AUSTIN PARK MANAGEMENT GROUP TORONTO, ON

1999 – 2001

SENIOR / TECHNICAL RECRUITMENT CONSULTANT

Developed new clients in the IT and High-Tech sector. Sourced candidates using direct and indirect methods. Partnered with clients to determine recruitment strategy. Applied competency-based assessment tools and conducted reference checks. Spearheaded the acquisition of new internal talent.

INTERTEC SECURITY & INVESTIGATION LTD., TORONTO, ON

1991-1998

RECRUITER / HR ASSISTANT; PATROL SUPERVISOR; PRIVATE INVESTIGATOR; MUNICIPAL LAW ENFORCEMENT OFFICER

EDUCATION AND ONGOING PROFESSIONAL DEVELOPMENT:

OSGOODE PROFESSIONAL DEVELOPMENT

Certificate in Human Rights Theory and Practice, 2022

ADVANCED INVESTIGATION TECHNIQUES CERTIFICATE

Rubin Thomlinson LLP Workplace Training & Consulting, 2020

RUBIN THOMLINSON LLP WORKPLACE TRAINING

Workplace Restoration Workshop, 2024

Investigating Race-Based Cases, 2023

Conducting Systemic Discrimination Investigations, 2021

Interviewing and Dealing With Difficult Witnesses, 2020

Conducting Workplace Assessments, 2020

Assessing Credibility, 2019

Conducting Sexual Harassment and Violence Investigations, 2017

Investigating Complex Cases, 2017

Workplace Investigations in the University and College Context, 2016

HICKS MORLEY HAMILTON STEWART STORIE LLP

Sexual Harassment Incident Response, 2020

SHERRARD KUZZ LLP

New and Emerging Issues in Human Rights, 2019

Weed at Work: Drug and Alcohol use in the Workplace, 2019

QUEEN'S UNIVERSITY FACULTY OF HEALTH SCIENCES

Workplace Mental Health Leadership Certificate, 2015

MENTAL HEALTH COMMISSION OF CANADA

Mental Health First Aid, 2014

TIDALSHIFT

Developing Resilience During Change, 2014

FLEMING COLLEGE

Positive Space Training Levels 1 and 2, 2013

CANADIAN CENTRE FOR THREAT ASSESSMENT & TRAUMA RESPONSE

Post-Secondary Threat Assessment Training Level I & II, 2011

INVESTIGATIVE SOLUTIONS NETWORK, INC., Toronto

ISN Investigative Interviewing System, 2011

HUMAN RESOURCES PROFESSIONALS ASSOCIATION

Certified Human Resources Leader (C.H.R.L.)

Certified Human Resources Professional (C.H.R.P.), 2005

SENECA COLLEGE

Certificate in HR Management, 2000

YORK UNIVERSITY

Honours Bachelor of Science in Psychology, 1997

This is Exhibit "B" referred to in the Affidavit of Nick Duley
sworn before me June 13, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, stylized initial letter.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL



HRPA Code of Ethics and Rules of Professional Conduct

Table of Contents

HRPA Code of Ethics and Rules of Professional Conduct	1
Introduction.....	3
Guidance Hierarchy.....	3
Code of Ethics.....	5
Resolving Ethical Conflicts.....	6
Rules of Professional Conduct.....	7
I. Professionalism	7
II. Trustworthiness.....	10
III. Respect.....	13
IV. Competence	15
V. Equity and Fairness.....	17
VI. Best Interest of Others.....	18

Introduction

The Code of Ethics and Rules of Professional Conduct applies to all HRPAs, registered firms and students. It identifies the expectations of all HRPAs, registered firms, and students who perform in the human resources sector that they are expected to comply with. Members of the public should expect HRPAs, registered firms and students to uphold the Code of Ethics and Rules set out herein at all times.

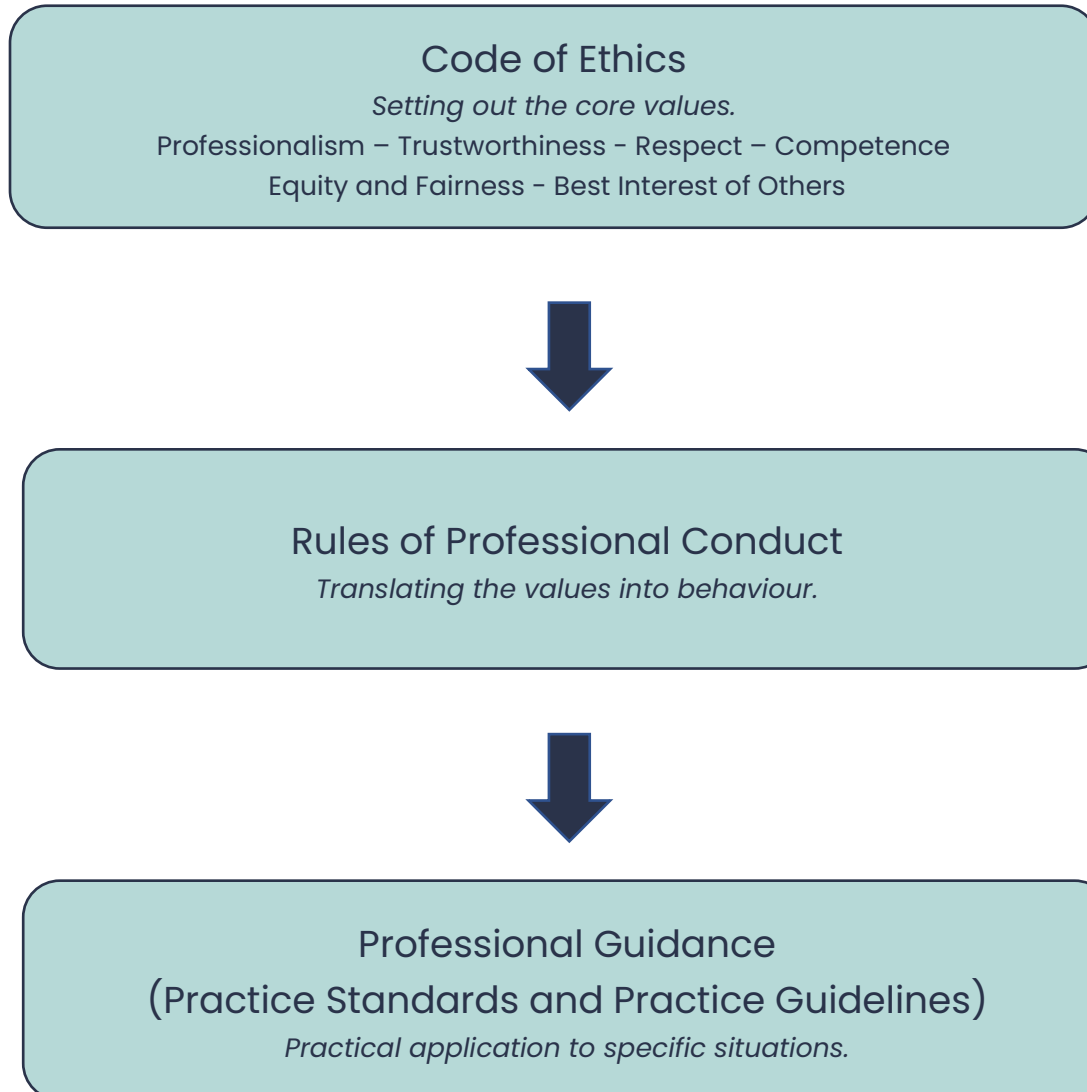
Should any members, registered firms or students be the subject of a [complaint](#) to the HRPAs, they will be expected to be able to demonstrate their compliance with the Code of Ethics and Rules of Professional Conduct as set out here. Failure to comply may result in discipline, including termination of registration.

The Code of Ethics and Rules of Professional Conduct will be reviewed regularly and amended as needed to ensure currency and continued relevance. HRPAs may, at any time, in its sole discretion, modify or vary anything stated in this Code of Ethics and Rules of Professional Conduct.

Guidance Hierarchy

The guidance hierarchy diagram set out below explains how the Code of Ethics, Rules of Professional Conduct and Professional Guidance connect to one another.

The Code of Ethics is the foundation, setting out six core values that the HRPAs expects members, registered firms, and students to demonstrate when providing human resources (HR) services. The Rules of Professional Conduct translate these values into behaviour by providing parameters for professional conduct to assist HR professionals. Professional Guidance, including practice standards and practice guidelines, is underpinned by these values and rules. They are separate documents that assist with practical application to specific situations, including high-risk practice areas and/or “grey” areas of practice.



Code of Ethics

Consideration of ethical issues is an essential component of providing human resources services. Human resources professionals are in a position where they may encounter ethical conflict and duress in their everyday practice. HRPA has identified the following ethical values that the HRPA expects members, registered firms and students to demonstrate when providing human resources services in Ontario. The Rules of Professional Conduct, set out below, expand on each ethical value and provide examples and real-life guidance to assist human resource professionals. For the purposes of this document, “human resources professionals” means all HRPA members, registered firms, and students.

These ethical values constitute HRPA’s Code of Ethics:

- **Professionalism:** Human resources professionals are committed to creating and implementing policies, practices, and processes to effectively organize and manage human resources. This is achieved through ethical practice, high personal standards of behaviour, and accountability to the best interests of individuals and the public (including employers and the working population).
- **Trustworthiness:** Human resources professionals ensure they preserve the highest standards of ethics, transparency, and truthfulness in all work-related activities.
- **Respect:** Human resources professionals value and consider the needs and rights of all and treat all with dignity.
- **Competence:** Human resources professionals are the experts in applying human resources knowledge, skills, and professional values when providing high-quality human resources advice and services. Human resources professionals demonstrate a lifelong commitment to excellence in practice through continuous learning and by teaching others.
- **Equity and Fairness:** Human resources professionals promote and create opportunities to ensure equal treatment and inclusion for all in the workplace.
- **Best interest of others:** Human resources professionals demonstrate a commitment to the parties whose interests they serve by acting on behalf of, and for the benefit of those they serve.

Resolving Ethical Conflicts

Working through and understanding ethical situations is an ongoing part of human resources work. It is not always possible to achieve an outcome that satisfies everyone. At these times, the best possible approach will be to ensure, at a minimum, that the legal rights of the employee(s) are upheld, the employer's legal obligations are followed, and all parties have been provided with objective and fact-based advice

Rules of Professional Conduct

The Rules of Professional Conduct expand on each ethical value in the Code of Ethics. HSPA members, registered firms and students are expected to align with all the Code of Ethics and Rules of Professional Conduct.

I. Professionalism

Human resources professionals are committed to creating and implementing policies, practices, and processes to effectively organize and manage human resources. This is achieved through ethical practice, high personal standards of behaviour, and accountability to the best interests of individuals and the public (including employers and the working population). A human resources professional's conduct should reflect positively on the human resources profession, their employer and/or client, inspire the respect and trust of their employer and/or client, and avoid even the appearance of impropriety.

1. You know, understand your obligations to, and practice under the spirit and rule of, relevant laws and regulations, HSPA's Code of Ethics and Rules of Professional Conduct, and any additional professional directives, standards or guidance issued by the HSPA. You know and understand your obligations relating to same.
2. You do not practice or perform HR-related services, acts, and/or responsibilities under conditions or in situations which could impair the dignity of the profession or the quality of services you provide.

Additional Guidance

Throughout their careers, many human resources professionals will encounter employer resistance to their advice. There may be situations where the employer's behaviour is so contradictory to laws that, the human resources professional will feel compelled to report it to a legal authority (for example, allegations of sexual assault, racial discrimination and harassment). In other circumstances, the human resources professional may find that if they follow the requirements set by their employer, they will not be able to meet the requirements set out in the HSPA's Code of Ethics and Rules of Professional Conduct.

What can you do if you find yourself in this troubling situation?

- Make sure that you clearly explain to the employer the issues and risks associated with their direction.
- Encourage the employer to comply with its legal obligations.
- Provide your employer with a copy of this document and explain your obligation to comply with them.

- Ensure that your advice to your employer is in writing and properly filed. You may wish to retain a copy in your personal records.
 - Be transparent in your interactions with individual employees, explaining why there are limitations of information you can share with them, and provide them with information about any options that may be available to them.
 - Call the HRPAA to discuss the situation and obtain advice about how best to proceed.
 - If the situation becomes unsustainable, and it is a feasible option, you may consider looking for alternative employment.
3. You accept responsibility for your actions and decisions.
 4. You ensure that all communications related to your professional activities, including those made on social media, reflect the high standards and accountability expected of the profession.
 5. You contribute to the body of knowledge, the evolution of the profession, and the growth of those with whom you are professionally involved through dissemination of knowledge appropriate to your work setting and experience.
 6. Within the authority you have in your role, you make best efforts to prevent inappropriate use and application by others of the tools, techniques, and processes used in the practice of human resources management.
 7. You shall not knowingly assist in, encourage or condone illegal activity, including, but not limited to, crime, fraud, dishonest practices, or advise the employer how to violate or avoid the law.
 8. If you discover that dishonesty, fraud, crime, or illegal conduct has been occurring in connection with your employment or the scope of work you perform for your client, you shall take every reasonable step to identify your concerns, explain the risks and attempt to stop the dishonest, fraudulent, criminal, or illegal conduct.

See guidance set out in paragraph 1.2 above regarding encountering employer resistance to advice.
 9. Where there is an imminent risk of serious bodily harm or death, you shall immediately report it to the appropriate authorities, and keep a written record of all relevant information in connection with the matter. You may disclose confidential information, but not more than what is required.

Additional Guidance

Many regulatory bodies have a rule regarding the duty to report the risk of (serious) bodily harm or death, as courts have understood that in some serious cases, privilege and confidentiality must be waived for the safety of a target individual or group.

Factors to consider include:

- Whether there is a clear risk to an identifiable person or group of persons (e.g. saying "I'm going to cause harm" is by itself not sufficient as there is no identifiable individual or group but "I'm going to cause harm to my colleague Sandy" clearly targets an individual person and would therefore require confidentiality to be waived);
- Whether there is a risk of serious bodily harm or death (serious bodily harm includes serious psychological harm where the psychological harm substantially interferes with the health or well-being of the person); and
- Whether the danger is imminent.

These factors are to be considered on a case-by-case basis. Typically, the authorities in these types of matters are the police. If the clear and imminent risk of serious bodily harm or death relates to a child, a report should also be made to the Children's Aid Society.

An example of a clear and imminent risk of serious bodily harm or death is someone laying out in detail how they will go to a colleague's house tonight and beat them with a baseball bat for ruining their reputation and their career.

- 10.** You shall not retaliate or condone retaliation or reprisal of any type against employees for exercising their rights under the applicable employment standards, occupational health and safety and/or human rights legislation, including, but not limited to, their right to file a complaint or grievance, reporting serious misconduct in good faith, participating in an investigation, or questioning your practices.
- 11.** You respond promptly and cooperatively to all correspondence related to HRP, including any requests for information.
- 12.** You ensure that all information you provide to HRP is accurate, complete and not misleading.
- 13.** You cooperate with any investigation by HRP into your conduct or competence, or the conduct or competence of others, and you refrain from activities that may be construed as interfering with the investigation or parties to it.

14. You comply with the regulatory authority of HRPA and promptly and faithfully abide by any sanctions that may be imposed as a result of a disciplinary process.
15. You tell HRPA as soon as possible if:
 - you are found guilty of a criminal offence;
 - another court, tribunal or regulatory agency has initiated a proceeding about, or made a finding of professional misconduct, incompetence or incapacity against you in Ontario or any other place;
 - you or your firm experience a bankruptcy or filed a consumer proposal;
 - you are under investigation by your employer for professional misconduct or incompetence and/or placed on leave by your employer while under investigation for activities that would be considered professional misconduct or incompetence;
 - you are dismissed from employment because of, or leave your employment while under investigation for, activities that would be considered professional misconduct or incompetence;
 - you become aware that a person not registered with the HRPA is presenting themselves as, or attempting to present themselves as, a member or student;
 - in the course of the performance of your duties, you acquire reasonable grounds to believe that another member or student of the HRPA has contravened these rules; or
 - you are aware of any conduct that raises a substantial question about your capacity to provide human resources services in accordance with the Code of Ethics and Rules of Professional Conduct.

Why is a human resources professional required to declare personal or firm bankruptcy?

This requirement was established by legislation in section 40 of the Ontario Registered Human Resources Professionals Act, 2013. Human resources professionals must comply with all provisions of this law.

Human resources professionals under intense financial pressure may find it difficult to maintain their independence or otherwise to perform their essential responsibilities. When a person or firm is in this position, workplace records may be subject to disclosure to creditors, including confidential information. A few other regulators have this requirement, which helps to protect the public by ensuring that the regulator is aware of this potential risk.

II. Trustworthiness

Human resources professionals ensure they preserve the highest standards of ethics, transparency, and truthfulness in all work-related activities.

1. You identify and explain the risks associated with individual and group conduct and/or actions that are incompetent, unethical, or unlawful.
2. You strive to balance organizational and employee needs and interests in the practice of your profession.
3. You do not use your position, especially access to personal information, private and/or confidential information, for personal, material or financial gain or the appearance of such, or to provide an unfair advantage to any party in any situation.

Additional Guidance

Any time an individual is in a position to derive personal benefit from a decision made in their professional capacity, there is a potential for a conflict of interest. Some people might think that you influenced the decision for personal reasons. The type of benefit could be financial, social, or otherwise.

It would never be appropriate for human resources professionals to influence, or attempt to influence, an outcome for the purpose of personal gain, or to give another person the opportunity to benefit at the expense of others. This does not mean that you are prohibited from benefiting from outcomes in which you are involved. Human resources professionals are often employees, for example, so decisions that benefit all employees will also benefit them. There is nothing wrong with that. As long as you continue to offer objective, fact-based advice and services and ensure that all parties are treated equally, you will be meeting this expectation. If you are in doubt about whether you might be seen to be in a conflict of interest, discuss it with your superior or client and ensure that everyone is comfortable with your involvement in the matter. Any conflicts of interest should be clearly mentioned to the parties involved.

4. In any situation where you are in a position to derive personal benefit from actions or advice made in your professional capacity, you will disclose this conflict or potential conflict of interest to relevant stakeholders and either withdraw from the situation or ensure that the potential for you to derive personal benefit does not cloud your judgement.
5. You inform individuals of the purpose of collecting their personal and/or private information, how the information will be used and stored, and who will have access to the information.
6. You acquire and disseminate information through ethical and responsible means.

7. You consider the accuracy and source of information before allowing it to be used in employment-related decisions.
8. You ensure that information you provide is truthful, accurate, and contains all relevant details.
9. You take reasonable steps to correct false or misleading statements or reports within your control if you become aware of them in the course of your professional activities.
10. You safeguard restricted or confidential records and information. You ensure that access is provided only to those who are entitled and need to know the information. You ensure this applies to records and information in all formats, while in the office or working remotely.
11. You disclose confidential information only if you have permission, the law allows or requires it, or it is necessary to protect public safety or prevent harm to other people. You take care to ensure that no more information is provided than is required.
12. If you become aware of a confidentiality or privacy breach, you report the breach to the appropriate authorities, if applicable, and those whose privacy may have been breached.
13. You are transparent about the limits on your ability to maintain confidentiality with those who wish to share information with you.

Additional Guidance

HR practitioners frequently work with information that is sensitive. Clearly outlined policies identifying when private and/or confidential information may be collected, used and/or shared, such as ongoing abuse of an employee, or a court order, should be established and communicated to all employees in writing. If you need further guidance, consider seeking legal advice.

14. You provide employees with, or ensure that they are provided with, access to their own personal information, meaning any recorded information about an identifiable person, such as employee records, performance reviews, and employment history.
15. You preserve information, and shall not use, remove, cause to be removed, or destroy any information unless you have express authorization from your client or employer and such actions are in accordance with the law and your professional obligations.

16. If you are an independent practitioner or practice through a registered firm, you make best efforts to ensure that any promotional activities you are connected with are accurate, easily understood, and are not likely to mislead or deceive a member of the public.

III. Respect

Human resources professionals value and consider the needs and rights of all and treat all with dignity.

1. You treat all third parties with whom you interact in your professional activities, regardless of your relationship to or with them, with courtesy and in accordance with the values and rules contained here.

Additional Guidance

The third parties with whom human resources professionals are most likely to interact include commissions, tribunals, bargaining agents, and courts of law. All the Rules here apply to interactions with these entities, just as much as with employers, clients, and employees.

2. In your professional activities, no matter who has retained or employed you, you understand that you have duties to all parties involved in human resources activities.

Additional Guidance

Human resources professionals may struggle with maintaining trust and fairness in situations involving employee dismissals. Remember that your obligation is to provide objective, fact-based advice and to ensure that all parties' rights are upheld. Employees often form the impression that human resources professionals are their advocates. If you ensure that this misunderstanding is not perpetuated in your workplace, and you are transparent about what employees can expect from you, this will be helpful in managing employee expectations in difficult situations.

If an employee must be dismissed, your role is to ensure that the dismissal is carried out respectfully and that the employer's legal obligations are met.

3. You promote and maintain a healthy, safe and inclusive workplace. You do not engage in or condone any acts of harassment, intimidation, discrimination, physical or psychological violence.

Additional Guidance

Psychological violence in the workplace can manifest in many different ways. This can include intentionally bothering or upsetting another employee, acting hostile, purposely excluding a person or group of people when they reasonably should be included, making vexatious comments – such as for the purposes of humiliation of others and being offensive. Psychological violence can also include acting aggressive, threatening, and belittling others.

4. You are alert to, and make appropriate accommodations for those who are vulnerable, who have suffered trauma or who are entitled to accommodations under the law.
5. You, as within your authority, separate or provide a safe space in the workplace for impacted individuals of harassment or physical or psychological violence, including sexual harassment and abuse, where required and as appropriate.
6. If you think that your employers, clients, or colleagues may have engaged in unethical practices against an individual or individuals, you make those whose behaviour is concerning aware of the issue, the associated risks, and any disciplinary actions that could be taken.

Additional Guidance:

In Ontario, the Occupational Health and Safety Act (OHSA) details employers' obligations in managing workplace harassment and violence. Key obligations for employers under the OHSA related to harassment and violence include:

- setting policies on workplace violence and workplace harassment that are reviewed at least once a year;
- setting programs to accompany and implement workplace violence and harassment policies. Workplace violence and harassment programs have specific criteria that must be met under the OHSA;
- providing all workers with appropriate information and instruction on all workplace violence and harassment programs;
- investigating incidents and complaints of workplace harassment or violence and providing the worker who has allegedly experienced the harassment or violence, and the alleged harasser/respondent, with the results of the investigation and any corrective action that has been taken in writing;
- assessing risks of workplace harassment and violence and measures to control identified risks; and
- taking every reasonable precaution to protect a worker who an employer is aware of or ought to be reasonably aware of, being a victim of domestic violence.

Please note that there may be additional and/or differing provincial or federal laws if your organization is federally regulated or operates in provinces outside of Ontario. Registrants are expected to be aware of and follow all applicable legislation.

See also section i.2 guidance, above, about what to do when your employer resists your advice.

7. When acting as a mediator, you must remain objective and unbiased, ensure that all legal obligations are understood and adhered to, and make a good faith effort to achieve a resolution that is fair and reasonable for both parties.
8. You make decisions and allocate resources objectively in your work, without any regard to personal relationships or biases, subject to applicable human rights legislation.

IV. Competence

Human resources professionals are the experts in applying human resources knowledge, skills, and professional values when providing high-quality human resources advice and services. Human resources professionals demonstrate a lifelong commitment to excellence in practice through continuous learning and by teaching others.

1. You practice only in the areas in which you have the appropriate knowledge, skills, and available resources.

Additional Guidance

Special skills and training are required to manage the complexities associated with some areas of practice. Before engaging in recruitment or termination activities, you should ensure that you have had the opportunity to attain the appropriate training and are current in terms of legal and regulatory requirements. Workplace investigations also require a level of specialized knowledge and training that most human resources professionals would not be expected to have. The consequences of error or omission in these areas of practice can be catastrophic for all parties, and the individual human resources professional should consider carefully before accepting responsibilities that they are not confident they can execute in accordance with legal requirements and with the highest level of quality.

2. You keep up to date with the law, HRPAs guidance, and other requirements relevant to the practice of human resources.

3. You direct anyone who is under your supervision or authority only in the performance of human resources functions for which they have been adequately trained and are competent to perform.
4. You commit to continuous learning, skills development and application of new knowledge related to both human resources management and the organizations you serve, and you participate in HRPAs continuing professional development ("CPD") program as required.

Additional Guidance

All human resources professionals are expected to engage in lifelong learning and continuous professional development. Members of the HRPAs who have been granted the Certified Human Resources Professional (CHRP), Certified Human Resources Leader (CHRL) and/or Certified Human Resources Executive (CHRE) designation are required to meet HRPAs CPD requirements.

More information about HRPAs Professional Development requirements can be found [on HRPAs website](#).

5. You ensure that human resources information and records within your control are maintained and up to date, including, but not limited to, as required by applicable employment standards and occupational health and safety legislation.
6. You make a reasonable effort to ensure that you have all relevant information before you provide an opinion. When representing persons or organizations you make sure that you are sufficiently prepared to undertake this representation and will have obtained the necessary training, assistance or information to do so.
7. If the services or expertise required by your employer or client are outside of your knowledge or skills, you take action to ensure that they receive the level of service or skill required or refer them to another professional, if possible.

Additional Guidance

As indicated above, there are many areas of human resources practice which require specialized knowledge. To ensure that you can provide the highest quality of service, consulting with a specialist in areas you feel you may not have the required competence may be valuable. This will help you to develop your skills and ensure that your employer or client gets the best possible advice. If this situation arises, you might consider seeking consent to ask for advice before referring your employer or client to another professional.

If you cannot offer the level of expertise that you think that your employer or client requires, and obtaining external advice is not an option, then you should do your best to identify the appropriate professional or enterprise for a referral.

8. When formulating a recommendation, you will also inform the client or employer of any significant inherent and reasonably foreseeable risks associated with a proposed solution to any situation.

V. Equity and Fairness

Human resources professionals strive to ensure that people are treated fairly by ensuring that all policies, rules, regulations, and laws are applied appropriately, equally, and without bias.

1. You will respect principles of equity, diversity, inclusion and belonging by fostering an environment that offers safety, belonging and inclusion for all, valuing differences between each unique individual and understanding, accepting, and treating everyone fairly.

Additional Guidance

In Ontario, the Human Rights Code guarantees every person equal treatment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, record of offences or disability.

In Ontario, the Human Rights Code has primacy, or takes precedence over, all other legislation, unless that legislation specifically states that the Code does not apply. As a human resources professional, you will be expected to be familiar with the requirements and obligations under the Code and the principles of equity, diversity, inclusion, and belonging and make your best efforts to foster an environment that offers safety, belonging, and inclusion for all.

Please note that there may be additional and/or differing provincial or federal laws if your organization operates in provinces outside of Ontario or is federally regulated. HSPA members, registered firms, and students are expected to be aware of and follow all applicable legislation.

See guidance set out in section I. 2 above regarding encountering employer resistance to advice.

2. You promote and educate employers to make fair and equitable treatment of everyone in the workplace a key priority.
3. You develop, administer, and advocate for policies and procedures that foster fair, consistent, inclusive and equitable treatment for all.
4. You are alert to potential biases, including unconscious biases, and ensure that your personal views do not affect your professional relationships, obligations or the advice that you provide. You prevent and discourage the use of or reliance on stereotypes in the workplace.
5. You are alert to the potential for systemic biases or discrimination built into policies and procedures and work proactively to identify these, bring them to the attention of the organization and address them to the extent within your control.

VI. Best Interest of Others

Human resources professionals demonstrate a commitment to the parties whose interests they serve by accepting responsibility to act on behalf and for the benefit of those they serve.

1. In all your professional activities, you bear in mind the central role that work, and the work environment plays in employees' lives, and you do everything you reasonably can to ensure that the environment adheres to all policies and legal requirements to support individual well-being.

Additional Guidance

For more details related to this Rule, please see HRPAs' Practice Guidelines' on Fostering Mental Health in the Workplace and Addressing Racism and Racial Discrimination in the Workplace, available at hrpa.ca/guidance.

2. In all your professional dealings, you emphasize the importance of addressing the impact of management plans and decisions on people.
3. You provide full and accurate information and do not withhold information from parties with whom you interact professionally and who have a need or a right to know.
4. You do not refuse to counsel or represent someone on the sole ground that they filed a claim against another member of the HRPAs.

5. If you are an independent practitioner or practice through a registered firm and find yourself in a position where you cannot meet the expectations of the parties while maintaining your professional responsibilities, you should inform those who have retained you, withdraw from the service if possible, and assist them in finding appropriate assistance elsewhere.

This is Exhibit "C" referred to in the Affidavit of Nick Duley
sworn before me June 13, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" that extends over the rest of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

July 28, 2021

PRIVATE AND CONFIDENTIAL

DELIVERED VIA E-MAIL: l.arnott@exec.uoguelph.ca

Laurie Arnott
Assistant Vice-President (Faculty and Academic Staff Relations)
The University of Guelph
50 Stone Road East
Guelph, ON
N1G 2W1

Re: Bridle Investigation

Dear Ms. Arnott,

Thank-you for retaining North Shore HR Consulting Inc. to conduct a neutral and independent workplace investigation for The University of Guelph (the University). Specifically, we understand that you have retained our services to conduct an investigation into a complaint of workplace harassment that has been made against Dr. Byram Bridle. I am hoping that the following information will serve to provide clarification of the terms of our engagement.

I confirm that North Shore HR Consulting Inc.'s mandate will be to determine whether or not there has been a violation of the University's Workplace Harassment Prevention Policy. The University will provide us with an unredacted copy of the complaint, a copy of the relevant policy / policies as well as other documents that may become relevant during the course of the investigation.

Upon concluding the investigation, North Shore HR Consulting Inc. will prepare a written report detailing the investigation, findings of fact in relation to the allegations, and our conclusions as to whether there has been any violation of the Policy. We will provide a draft copy of this report to you for an initial review. We will consider feedback received from you and will make appropriate revisions if necessary to ensure that we have met my mandate, notwithstanding the importance of maintaining our impartiality and neutrality throughout the process. Following this review, we will provide you with a final version of the report for your copy as well as a summary of this report for distribution to both the complainant and the respondent.

Nick Duley will be the primary consultant assigned to this investigation, but he will be supported where appropriate by Senior Associate, Martha Jansenberger. As we conduct this investigation on your behalf we will invoice the University of Guelph at a rate of \$215/hour for work performed in relation to the investigation including scheduling, reviewing documentation, preparing for interviews, travel time (if required), conducting interviews, preparing correspondence, phone or email communications, as well as the preparation of draft and final written reports including a summary of the results of the investigation. We will submit invoices to you by email at the end of each calendar month, or upon the conclusion of the investigations, exclusive of HST and disbursements such as any mileage incurred, which will be invoiced at the rate of \$0.59/km. Please note that we would invoice this same rate for time incurred

should we be required to prepare for, attend, and/or otherwise participate in future legal proceedings involving matters pertaining to this investigation.

Based upon our discussion of July 27, my estimate of the amount of time required to complete this investigation is as follows:

Activity	Estimated Time Required
Prepare and conduct communications with client and various parties	3 - 5 hours
Review of written complaint, supporting evidence, policies, collective agreement, and other related documentation	8 – 10 hours
Preparation for, and interview(s) with, 4 complainants	10 – 12 hours
Preparation of Summary of Allegations document	4 – 8 hours
Preparation for, and interview(s) with, 1 respondent	6 – 8 hours
Preparation for, and interview(s) with, 2 - 4 informational witnesses	5 – 10 hours
Prepare for and conduct follow-up interviews (as appropriate)	6 – 8 hours
Analysis of information obtained, preparation of draft and final report and related discussions with client	30 – 35 hours
Preparation of summary of investigation report	4 – 6 hours
Preparation of additional communications as required	2 – 3 hours
Estimated Total	78 – 105 hours

All interviews will be scheduled through the University of Guelph and will be conducted online through Microsoft Teams unless otherwise required by the University.

Any additional complaints which may come forward during the course of this investigation will be discussed with the University prior to further investigation. The further investigation of any additional allegations or complaints will result in additional cost to the University.

Please also note that documents that North Shore HR Consulting receives or which are generated throughout the course of this investigation, including but not limited to written or typed notes, or digital recordings of interviews with any of the parties are the property of North Shore HR Consulting Inc., and will be retained in our confidential investigation file. As mentioned previously we will prepare a final report which will become the property of The University of Guelph however we will retain a copy of this report for our file.

As a condition of our undertaking this investigation, The University of Guelph agrees to indemnify North Shore HR Consulting Inc., against any and all claims, demands, suits or other proceedings for costs, damages, losses, liabilities, and expenses including reasonable legal fees which may be incurred in the defence of any claim made against The Investigators or North Shore HR Consulting Inc. by any third party which may arise out of this agreement or the investigation herein contemplated.

Thank-you very much for this opportunity to work with The University of Guelph. Should you have any concerns with the content of this letter please advise me. Otherwise, if you are satisfied with the terms of this retainer please sign below indicating that you are in acceptance of the terms of this agreement.



Nick Duley CHRL
President

North Shore HR Consulting

July 28, 2021

DATE



Laurie Arnott
Assistant Vice-President (Faculty and Academic Staff Relations)
The University of Guelph

July 29, 2021

DATE

This is Exhibit "D" referred to in the Affidavit of Nick Duley
sworn before me June 14, 2024.

A handwritten signature in black ink, appearing to read "Turnbull". The signature is written in a cursive style with a large, looped initial "T" that extends over the rest of the name.

Commissioner for Taking Affidavits (or as may be)

D. LYNN TURNBULL

PRIVATE & CONFIDENTIAL

Report to:

Laurie Arnott

**Assistant Vice-President (Faculty and Academic Staff Relations)
University of Guelph**

November 9, 2021

RE: Investigation of complaints against Dr. Byram Bridle

Workplace Harassment Prevention Policy

Prepared by:

Nick Duley CHRL

North Shore HR Consulting Inc.



TABLE OF CONTENTS

1 BACKGROUND, INTRODUCTION AND MANDATE 3

2 INVESTIGATIVE PROCESS..... 3

3 POLICY APPLICATION 4

4 NOTES REGARDING THE ASSESSMENT OF EVIDENCE 8

5 EVIDENCE COLLECTED DURING THE INVESTIGATION 9

 Evidence provided by the Dean 9

 Evidence provided by Witness 1 12

 Evidence provided by Witness 2 16

 Evidence provided by Witness 3 18

 Evidence provided by Witness 4 20

 Evidence provided by Witness 5 22

 Evidence provided by Witness 6 24

 Evidence provided by Witness 7 25

 Evidence provided by Witness 8 26

 Evidence provided by Witness 9 26

 Evidence provided by Witness 10 27

 Evidence provided by Witness 11 29

 Additional Evidence 29

6 FINDINGS OF FACT 31

i. Whether Dr. Bridle’s alleged behaviour towards Witness 1 on July 21, 2021, constituted workplace harassment 31

ii. Whether Dr. Bridle’s alleged behaviour towards Witness 2 and Witness 4 on July 22, 2021, was workplace harassment 32

7 SUMMARY OF CONCLUSIONS 33

1 BACKGROUND, INTRODUCTION AND MANDATE

On July 21, 2021, the Dean received an email from Witness 1 describing his concerns with Dr. Byram Bridle following an encounter outside the Pathobiology Building earlier that day. Witness 1 also reported the alleged incident to Campus Police.

On July 22, 2021, the Dean received emails from Witness 2 and Witness 4 outlining concerns related to their own interactions with Dr. Bridle earlier that day. After seeking advice on the situation, The Dean notified Dr. Bridle that the University had commenced an investigation based on these concerns and was provided with the emails from the faculty members. Dr. Bridle was informed that the investigation would determine whether his alleged behaviour had breached the University's expectations for maintenance of a workplace free from harassment as outlined in Article 42 of the Collective Agreement and applicable University policies.

On July 23, 2021, The Dean notified Dr. Bridle that, as an interim measure during the investigation, he was not permitted to attend campus. He was also informed that he was prohibited from contacting Witness 1, Witness 2, Witness 3, or Witness 4.

On July 29, 2021, I was appointed by the University to conduct this investigation.

2 INVESTIGATIVE PROCESS

The following individuals were interviewed in relation to this investigation:

- The Dean
- Witness 1
- Witness 2
- Witness 3
- Witness 4
- Witness 5
- Witness 6
- Witness 7
- Witness 8

- Witness 9
- Witness 10
- Witness 11

Note - The University made multiple attempts to contact Dr. Bridle and suggested various interview dates and times in order to provide him with an opportunity to respond to the allegations. On September 15, 2021, the University was notified that Dr. Bridle's legal counsel Rocco Galati had stated that Dr. Bridle would not be participating in the investigation process. The University sent a registered letter to Dr. Bridle on September 21, 2021, confirming that, should he not contact Laurie Arnott by 4 pm on October 1, 2021, I would be authorized to proceed in making determinations as to my findings of fact based upon the information that had been gathered up to that point. On September 22, 2021, the University received a communication from Mr. Galati demanding that the University cease attempts to communicate with Dr. Bridle.

3 POLICY APPLICATION

The standards applied in this investigation flow from the University's Workplace Harassment Prevention Policy, the relevant provisions of which are set out below:

Applicability:

This Policy applies to all workers as defined by the *OHSA* and includes all employees of the University, while acting in a capacity defined by their relationship to the University. This Policy addresses Workplace Harassment from all sources such as employees, customers, contractors, students and members of the public.

Definition:

Workplace Harassment means:

Engaging in a course of vexatious comment or conduct against a Worker, in a workplace, that is known or ought reasonably be known to be unwelcome or Workplace Sexual Harassment (see below)

Reasonable action taken by the employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

Workplace Sexual Harassment means:

Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Policy Statements:

1. Workplace Harassment is prohibited at the University of Guelph.
2. Workers are encouraged to report Workplace Harassment. Managers and supervisors are responsible for responding to allegations of Workplace Harassment in accordance with this Policy.
3. The University will investigate all complaints or incidents of Workplace Harassment as appropriate, in a fair, respectful and timely manner and in accordance with its policies and employee agreements.
4. Information provided about a complaint or incident will not be disclosed except to the extent necessary to protect workers, to investigate the complaint or incident, to take corrective action or as otherwise required by law.
5. Complaints or allegations of Workplace Harassment should immediately be reported to a supervisor or a person of authority.
6. It is a breach of this Policy for any person to take reprisal against any individual because they have participated in a process under this Policy. A written allegation of reprisal will be treated as a complaint under this Policy.

The Collective Agreement between the University of Guelph and the University of Guelph Faculty Association contains the following relevant information:

Article 42 - No Discrimination and No Harassment

- 42.1 The University is committed to fostering a working and learning environment that allows for full and free participation of all members of the University community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermines these objectives and violates the fundamental rights, personal dignity, and integrity of individuals or groups of individuals.
- 42.2 The Parties agree to abide by the *Ontario Human Rights Code*, R.S.O. 1990, c. H.19 (for the purposes of this Article “the Code”) and the University’s *Human Rights Policy and Procedures*.
- 42.3 Harassment is a form of discrimination based on one or more of the prohibited grounds identified by the Code and/or the University’s *Human Rights Policy and Procedures*. The Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”
- 42.4 Personal conduct or behaviour also constitutes harassment, whether or not it is based on prohibited grounds set out in this Article or the Code, when it creates an intimidating, demeaning, or hostile working environment. Harassment is defined as noted in Article 42.3.
- 42.4.1 The exercise of administrative authority does not, in and of itself, constitute harassment. Communication of negative assessments arising from the exercise of academic or professional judgment does not, in and of itself, constitute harassment.
- 42.5 There shall be no discrimination, interference, restriction, or coercion exercised against or by any Member regarding any term or condition of employment, including but not limited to salary, rank, Continuing Appointment, Promotion, Tenure, reappointment, dismissal, termination of employment, layoff, Study/Research Leave, or other Leaves or Benefits, by reasons of the grounds listed below, nor shall any discrimination be exercised against or by Members in the course of carrying out their Responsibilities, by reason of:
- a) race, colour, ancestry, place of origin, ethnic origin, citizenship (except for new Appointments as provided by law); or
 - b) creed, or political affiliation or belief or practice; or

- c) sex, sexual orientation, gender, physical attributes, marital status, or family status; or
- d) age; or
- e) physical or mental health disability (provided that such condition does not interfere with the ability to carry out the Member's Responsibilities; but this exception shall not relieve the University from its duty to accommodate in accordance with the Code, or other applicable legislation); or
- f) place of residence (see 42.7); or
- g) membership or participation in the Association.

42.6 Article 42.5 does not apply to any action or decision based on a bona fide occupational requirement or qualification.

42.7 Place of residence shall not be considered a reason or factor unless the place of residence interferes with a Member carrying out any of his/her responsibilities.

42.8 The University shall ensure, in accordance with the Code, that there shall be no systemic discrimination against Members through policies, procedures, or practices that may lead to adverse job-related consequences.

42.9 This Article shall not infringe upon the implementation of special measures designed to assist disadvantaged persons or groups to achieve equality, including any action that has as its objective the increased representation of the four designated groups identified by the Federal Contractors Program for employment equity, namely, aboriginal people, visible minorities, persons with disabilities, and women.

42.10 The University, the Association, and all members of the University community share responsibility for ensuring that the work and learning environment is free from discrimination and harassment. The University bears the responsibility for offering appropriate training in the recognition of behaviours and institutional cultures that may constitute discrimination and/or harassment, and for creating suitable procedures to remove such behaviors and institutional cultures from the University's working and learning environment.

- 42.11 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for:
- a) pursuing rights under this Article; or
 - b) participation in proceedings or for assisting a person in pursuit of their rights, under this Article, or the *Human Rights Policy and Procedures* of the University, or pursuant to legislation protecting against harassment or discrimination, except as provided for in 42.10.
- 42.12 It is an offence for any person, in bad faith, to make an allegation of discrimination or harassment, or to initiate a procedure under the University's *Human Rights Policy and Procedures* or this Agreement, or to influence an ongoing procedure under this Article. If substantiated, this could be subject to discipline.
- 42.13 The Human Rights Advisory Group, which advises the Assistant Vice-President (Diversity and Human Rights) on matters pertaining to the University's *Human Rights Policy and Procedures*, as amended from time to time, shall include two (2) representatives appointed by the Association.
- 42.14 The minutes/notes of the Human Rights Advisory Group shall be forwarded simultaneously to the representatives and to the Association.
- 42.15 The Association shall be notified of all hate activities and crimes at the University, as identified by the Office of Diversity and Human Rights, and the nature of such acts.
- 42.16 Copies of all Formal Complaints made to the Office of Diversity and Human Rights involving a Member shall be sent to the Member and to the Association upon receipt. If appropriate, the complaint may be redacted by the Office of Diversity and Human Rights to retain confidentiality.

4 NOTES REGARDING THE ASSESSMENT OF EVIDENCE

In making findings of fact during this investigative process I have employed the standard of "balance of probabilities." This means that in order for an allegation to be substantiated, I must be satisfied based upon the information which has been provided to me and which I have gathered, that it is more likely than not that the particular event occurred.

5 EVIDENCE COLLECTED DURING THE INVESTIGATION

Evidence provided by the Dean

The Dean of the Ontario Veterinary College (OVC) was interviewed on August 4, 2021. He said that he was *“a bit surprised and concerned”* when Dr. Bridle became more active in the media, with appearances on talk shows, as well as television and radio interviews. Although he was not necessarily concerned about Dr. Bridle’s scientific position, he was concerned as a colleague that it appeared that he was *“mixing with the wrong people.”* He spoke with Witness 7, a friend and colleague of Dr. Bridle’s, who offered to speak with him about how he seemed to be *“getting in a little bit deep about some topics, and collaborations with media people that could end up making his life fairly unpleasant.”*

The Dean stated that he began to receive inquiries from researchers at other universities claiming that Dr. Bridle was undermining trust in public health recommendations, and that it was possible that some people were not getting vaccinated as a result. In response, it was necessary for the University to develop a formal statement which supported the principle of academic freedom while confirming that it was in favour of and following all public health recommendations including vaccination. The Dean recalled that, after some time, a *“crescendo”* was reached when an unidentified person set up a website in Dr. Bridle’s name to methodically refute each of his contentions regarding COVID-19.

This prompted Dr. Bridle, who was not active on social media, to examine some of the unflattering commentary against him on social media including Twitter. The Dean said that Dr. Bridle was *“shocked to the core”* about what was being said, and that Dr. Bridle felt that it was *“character assassination... a personal attack... slander, liable.”* The Dean remarked that in his opinion the level of such activity on social media did not seem unusual and was limited to a debate about the science, not a personal attack. While he did not condone the online treatment of Dr. Bridle, The Dean did not think that there was anything special or unique about what he was experiencing, as most of the activity on Twitter and elsewhere was limited to a debate about the science, and not a personal attack. Dr. Bridle alleged that Witness 1 knew who had set up the website in his name, saying that he was obligated to disclose their identity so that it could be taken down. Witness 1 denied this knowledge.

The Dean stated that there was additional “*back and forth*” happening over email between Dr. Bridle and other faculty at the time. He acknowledged that he had a responsibility to be “*actively protecting my workers when they were engaged in interpersonal interactions that used University mandated forms of communications.*” Specifically, he understood that he had the responsibility to ensure that these communications were “*not harming and conformed to our policies around harassment and human rights.*” Social media accounts, by contrast, were considered to be personal accounts in most cases.

On May 30, 2021, The Dean emailed Witness 1, Witness 3, and Dr. Bridle to inform them that the debate that they were having by email was not productive. The Dean suggested to each faculty member that they stop trying to debate the issues over email and Twitter (Appendix A and Appendix B). The faculty members responded to this direction “*quietly and respectfully*”. On another occasion The Dean emailed Dr. Bridle to recommend that he stop copying the president and other senior executives on his email exchanges. Dr. Bridle responded with an apology and agreed to do so.

The Dean noted that it appeared during one exchange that Dr. Bridle had been up all evening and into the early morning sending emails. He contacted Dr. Bridle directly, offering him a variety of supports and indicating that Witness 7 would be available to offer assistance in finding other strategies to address their disagreements (Appendix C). After this intervention it appeared to The Dean that all parties had stopped the discourse, but it resumed after a few weeks, eventually culminating in the July 21 and 22 incidents. The Dean stated that Dr. Bridle had also been “*complaining vehemently*” on television and online that he was being harassed at work. This allegation was considered by the University and found not to have met the threshold for harassment.

On June 22, 2021, Dr. Bridle sent more emails to Witness 1 and Witness 3 through the departmental listserv including links to new research or World Health Organization (WHO) statements on childhood vaccination. Witness 1 forwarded this email to The Dean and requested that he take action. (Appendix D). The Dean responded that he would be speaking with Dr. Bridle on June 23, 2021.

On June 24, 2021, The Dean received an email through the Pathobiology listserv from Dr. Bridle to Witness 1 and Witness 3 calling them out and inviting them to publicly discuss COVID-19 vaccines for children. The Dean emailed Witness 1 and Witness 3 to acknowledge that they had previously asked specifically not to receive emails from Dr. Bridle and to inform them that he was seeking advice on how to address the issue (Appendix E).

The Dean later emailed Dr. Bridle reiterating his previous communication that *“email is a poor tool for discussing sensitive and contentious topics”* (Appendix F). He reminded Dr. Bridle that:

“In subsequent exchanges you have received specific requests from [Witness 1] and [Witness 3] to not communicate with them via email on this topic, and to have them removed from any email distribution lists relating to this topic. I do expect you to address this request immediately by removing Witness 1 and Witness 3 from your email distribution list and to cease exchanging emails on this topic with these two individuals who have made this request.

As previously discussed, this in no way restricts your right to academic freedom and freedom of expression in public and other forums.”

The Dean remarked that *“it seems like [Dr. Bridle] couldn’t help himself, and he would send [such emails] to some of what you perceive as his arch enemies.”*

The Dean said that he did not agree with Witness 1 that Dr. Bridle represented a genuine physical threat. He acknowledged that other faculty had expressed concern for Dr. Bridle’s health and that agreed with them that this behaviour appeared to be out of character.

The Dean reflected on the allegations from Witness 2 and Witness 4, saying that he himself would have felt threatened if someone was speaking loudly on the other side of his closed door, in a public area, when it was *“very clear that none of these people wanted to engage with him.”* While he could not state with certainty that their perception of physical threat would have been justified, The Dean said that he certainly understood why they would have been nervous at the time.

The Dean recalled that when he had presented Dr. Bridle with the letter notifying him of the investigation, he had admitted to acting angrily in some of his exchanges with other faculty members. The Dean stated that he felt that Dr. Bridle was acting very naively in this matter, and that he was unaware of the *“Pandora’s box he was opening and then once it was open... he felt somehow obligated to keep going... even though... he was burning bridges with important collaborators.”* He recalled Dr. Bridle stating that he was willing to sacrifice his career to get the message out to the public.

Evidence provided by Witness 1

Background

Witness 1 was interviewed on August 5, 2021, accompanied by Andrew Hathaway of the University of Guelph Faculty Association.

Witness 1 stated that on May 28, 2021, Dr. Bridle was interviewed by Alex Pierson of AM640 in Toronto to discuss his opinions on COVID-19 vaccines. Witness 1 said that during the interview Dr. Bridle made misleading statements, some of which were factually incorrect. Witness 1 works outside the University with an independent group called **COVID-19 Resources Canada**, which focuses on education and research. He was surprised that Dr. Bridle had spread misinformation so freely and felt that he needed to comment on Twitter regarding Dr. Bridle's opinions and statements, drawing upon various scientific studies to bolster his response. A discussion ensued, with other individuals providing support for both his and Dr. Bridle's positions.

On May 30, 2021, Dr. Bridle forwarded two emails to Witness 1 that he had sent to The Dean, Witness 5, and Witness 7, as well as individuals in the OVC and Marketing Communications departments (Appendix G). These emails alleged that Dr. Bridle was being subject to a "*smear campaign*" in response to his appearance on the radio show with Alex Pierson. He accused Witness 1 of having a role in the smear campaign, and alleged that he knew the identity of the person who had published a website in Dr. Bridle's name accusing Dr. Bridle of spreading misinformation related to COVID-19. Dr. Bridle told Witness 1, "*If I do not receive a reply from you by noon on Monday, I will contact the police to see if they can get the information from you.*" Dr. Bridle's email to Witness 1 was copied to the Provost, the Associate Vice-President Academic, and the President of the University.

Witness 1 explained that, while he had some suspicions as to who was responsible for creating the website in Dr. Bridle's name, he was not confident enough to state their identity. Furthermore, he suspected that a junior scientist was involved and was concerned that if their identity was revealed Dr. Bridle would retaliate against them.

Witness 1 responded to Dr. Bridle's email denying that he had been "*slamming [Dr. Bridle] behind [his] back,*" stating rather that he had only been "*presenting data from studies.*" He denied his involvement with byrambridle.com to Dr. Bridle, explaining his desire to maintain the discourse within the realm of an academic argument, and stating that "*anyone who attacks you [Dr. Bridle] as a person is not supported by me.*" (Appendix H).

Witness 1 stated that The Dean had offered his assistance and had asked Witness 1 and Dr. Bridle to discontinue their conversation over email. Witness 1 said that while he complied, Dr. Bridle continued to send him unsolicited and unwelcome emails.

On May 31, 2021, Witness 1 received another unwelcome email from Dr. Bridle's University email account (Appendix I). The email said that "*hundreds of people have been blind copied on this email,*" claiming that Dr. Bridle had been the subject of a "*vicious smear campaign*" as a result of his interview on May 28, 2021. It also stated that a "*libelous website*" had been created using Dr. Bridle's own name. Dr. Bridle identified himself as being part of an independent group called the Canadian COVID Care Alliance (CCCA) and attached a brief report describing their perspective on issues related to COVID-19 vaccines and youth.

Witness 1 continued to receive unsolicited emails from Dr. Bridle. On June 12, 2021, Witness 1 received an email from Dr. Bridle with a link to a YouTube video from "*the inventor of mRNA vaccine technology.*" He sent a link to another YouTube video on June 14, 2021 (Appendix J).

On June 15, 2021, Witness 1 received yet another unsolicited email from Dr. Bridle with an attachment entitled "COVID-19 Vaccines and Children: A Scientist's Guide for Parents". In this email, Dr. Bridle stated, "*I am receptive to respectful discussions with those who believe that scientists, physicians, and other professionals should be able to openly discuss the science and medicine underpinning COVID-19 policies.*" (Appendix K).

On June 22, 2021, Witness 1 received yet another unsolicited email from Dr. Bridle's University email account. (Appendix D). In this communication Dr. Bridle expressed his appreciation for his "*steadfast supporters,*" and those who had remained neutral. Additionally, he alleged that "*others have tried to brutalize me via a cowardly smear campaign.*" He called on those who were "*intent upon trying to defame [him] and harm [his] career... to try to do so in a public forum where [the parties] can openly discuss the science in front of the public.*" He stated that, should such individuals be unwilling to do so, they should refrain from "*disrespectful, cowardly behaviours.*" Witness 1 responded to Dr. Bridle, denying his assertions, and telling him, "*I appreciate and respect the concerns you have raised, and respectfully ask that you remove me from all future correspondence related to this matter.*"

Dr. Bridle responded and continued to dispute Witness 1's statement. Witness 1 requested that The Dean intervene to stop Dr. Bridle's unsolicited emails. The Dean stated that he would be meeting with Dr. Bridle on June 23, 2021. Witness 1 received another email from Dr. Bridle on the evening of June 23, 2021, which he forwarded to The Dean (Appendix L).

Dr. Bridle sent another unsolicited email to Witness 1 and Witness 3 on June 24, 2021 (Appendix E). In this email Dr. Bridle told Witness 1 and Witness 3 he was *“sick and tired of your immature behaviours in social media.”* He accused Witness 1 of lying and being responsible for the *“libelous”* website in his name. He invited the two of them to a public debate, which he said would take place within one week of him receiving their response to his invitation. He further stated that *“A negative response or non-response will be taken as a public acknowledgement that you have been wrong and will be implied as a public apology. The time starts now.”* Witness 1 described this email as *“just a rant... these are not rational emails.”* Witness 1 stated that he had concerns about Dr. Bridle’s *“mental wellbeing... he’s under a lot of pressure... but he’s not dealing with it well.”*

Witness 1 said that he was made aware from other Pathobiology faculty that Dr. Bridle was becoming *“increasingly erratic in his behaviour and potentially physically aggressive towards other people.”* He emailed The Dean on June 24, 2021, to inform him that other Pathobiology faculty had expressed concerns to him about Dr. Byram harming himself or others (Appendix M). Witness 1 was surprised to see The Dean respond that he *“cannot guarantee safety, but we believe we are supporting [Dr. Bridle] in all the ways we have at our [sic] disposal.”*

On July 7, 2021, Witness 1 received an external email from Steve Kirsch, (a US-based entrepreneur¹), asking that he, and the other faculty who had signed the open letter on July 6 to a debate with *“Byram and the team”*, in an event moderated by Dr. Erin Stair of TrialSiteNews. Witness 1 stated that Mr. Kirsch was a *“relatively well-known anti-vaccine advocate in the United States.”* He did not respond to the email and noted that it appeared that Dr. Bridle was now using a proxy to email him and others.

Witness 1 contrasted his communications with Dr. Bridle to those that he had with Witness 10. Witness 1 said that Witness 10 was well known for having opinions on vaccines, and on wearing masks, which were different from his own. Witness 1 stated that, despite their differing opinions, Witness 10 has *“never acted in a hostile way personally towards [him]”*, which he contrasted to the hostile engagements that he had with Dr. Bridle.

¹ <https://www.skirsch.io/about-me/>

Incident on July 21, 2021

Witness 1 said that his harassment complaint was triggered by an encounter that he had with Dr. Bridle on July 21, 2021. On that day, he had left his office to go to the Central Animal Facility. As he walked across the parking lot opposite the Pathobiology building, he heard Dr. Bridle call his name. Dr. Bridle gestured to Witness 1, inviting him to come over to where he was standing near the Pathobiology loading dock, saying *“come over here and say it to my face, you fucking coward.”* Dr. Bridle continued to yell and make these gestures until Witness 1 took out his phone to record the incident. Dr. Bridle made one further gesture and entered the building.

Witness 1 stated that Dr. Bridle was taunting him, and that his gestures were *“clearly a threat.”* He expressed shock that Dr. Bridle had acted this way, given that other people were in the area. Witness 1 reported the incident to the University of Guelph Community Police and emailed a report of the incident to The Dean (Appendix N).

Witness 1 said that he was aware that Witness 2, Witness 3, and Witness 4 had also been subjected to similar harassment from Dr. Bridle, as that the four of them had discussed emails that they were receiving from him. He remarked that he felt personally at risk after his encounter with Dr. Bridle on July 21. He felt that Dr. Bridle’s behaviour was *“increasingly erratic”* and expressed concern that his encounter with Dr. Bridle represented an *“escalation”*. While he was not bothered by the swearing, he was alarmed by the level of hostility that Dr. Bridle seemed willing to display in a public environment. In particular, Witness 1 felt that by inviting him to come closer to him, Dr. Bridle had genuinely contemplating physically assaulting him.

He further expressed concern that Dr. Bridle may come to his lab *“trying to get to me”*, and that if he was not present, he might *“take it out”* on one of his staff members. Witness 1 again noted that he had previously reported concerns about Dr. Bridle’s *“erratic behaviour”* to The Dean on June 24, 2021. He stated that the campus police told him that he qualified for a safety plan, however he has yet to receive one. He also expressed dissatisfaction with attempts that The Dean had made to support his safety. Consequently, he made his own safety arrangements for his staff, locking the doors to his lab and telling the adjoining lab that they need to lock their doors.

Witness 1 noted that Witness 2 had copied him on an email to The Dean describing his interaction with Dr. Bridle on July 22, 2021. He commented that it appeared to him from Witness 2’s description of that event that Dr. Bridle had a premeditated plan to confront Witness 2 and Witness 4. He felt that this was another example of an escalation as, in his opinion it was a *“fairly small step”* to go from such *“very aggressive in-your-face confrontations, to physically assaulting people.”*

Witness 1 stated that he and Witness 2 had respectfully disagreed with each other from time to time on academic subjects, but their relationship was collegial. He had only spoken with Witness 4 on a few occasions and had played hockey against Witness 3 on occasion. He was not otherwise social with this group, however he and Witness 3 noted that they were each being named by Dr. Bridle. Once he had determined that Witness 2 and Witness 4 were also being targeted by Dr. Bridle, the four of them decided to inform The Dean.

Evidence provided by Witness 2

Witness 2 was interviewed on August 5, 2021. He was accompanied by Sue Hubers and Andrew Hathaway of the University of Guelph Faculty Association.

Witness 2 stated that he has tried to avoid conversations related to the science behind Dr. Bridle's claims. However, he felt that Dr. Bridle's actions may have influenced some people not to be vaccinated against COVID-19, and he wanted his own opinion known. Additionally, he was concerned with Dr. Bridle's actions, in particular the manner in which he had engaged with Witness 1 and Witness 3. Witness 2 therefore joined a number of his colleagues in signing a letter on June 28, 2021, which expressed disagreement with information that Dr. Bridle had shared in relation to COVID-19.

Witness 2 also received Dr. Bridle's email to Witness 1 and Witness 3 on June 24, 2021. He stated that this email was a *"highly inappropriate thing to have sent to an entire list serve. There were personal comments directed specifically at [Witness 3] and [Witness 1], but we all got it."* He later described it as being *"highly unprofessional."* Witness 2 responded to Dr. Bridle, telling him that it was inappropriate and referring to it as *"a classic bullying technique to silence others."* Dr. Bridle responded to him shortly thereafter, stating, *"If you condone the behavior of our colleagues as a form of respectful scientific discourse, then we are going to have quite a poisoned work environment post-COVID."* Witness 2 stated that he felt *"shocked"* by his response, and that it was *"passive aggressive, threaten[ing]."* (Appendix O)

Witness 2 spoke with Witness 3 and Witness 1 about Dr. Bridle's email to them, and they shared their individual experiences with Dr. Bridle and their concerns about his behaviour. Witness 2 was aware of Witness 1's encounter with Dr. Bridle on July 21, 2021 and understood that some of his colleagues were avoiding coming into the building out of fear of encountering Dr. Bridle.

Witness 2, along with others in the Pathobiology Faculty, received a paper letter from Dr. Bridle in his office on July 21, 2021 (Appendix P). He remarked that it was “*weird*” to receive such a communication in hard copy format. In particular, Witness 2 remarked that there was an “*underlying passive-aggressive message*” in Dr. Bridle’s communication, which he found “*concerning.*”

Incident on July 22, 2021

Witness 2 stated that he had arrived on campus at 10:25 am and had parked his car in lot P26. As he looked up to cross McGilvray street towards the Pathobiology building he noticed Dr. Bridle approximately 80 to 100 metres away on his left. Upon entering the building, he was surprised to see Dr. Bridle was already inside the building and had walked past the elevator to meet Witness 2 as he entered the building to walk up the stairs to his office. Witness 2 said that Dr. Bridle “*had to have run to have got there.*” Witness 2 said that he glanced at Dr. Bridle as he walked past where he was standing, and immediately turned to go up the stairs. Dr. Bridle began “*talking loudly and shouting*” at him as he walked away.

Witness 2 said that he was very upset when he reached his office on the third floor. After putting down his belongings, he went to speak with Witness 4. As they discussed what had happened, Dr. Bridle came towards Witness 4’s office. As he stood outside her office in the corridor, Dr. Bridle was talking loudly at them, saying “*the science will prove me right,*” and “*I am the one that is oppressed.*” Witness 4 told Dr. Bridle that they did not want to speak with him and asked him to leave multiple times, yet he did not. Witness 2 told him that his actions were “*highly unprofessional because of where he was in a public environment,*” pointing out that there were students in the area in the hope that this may encourage him to move along. Instead, Dr. Bridle responded that they were the ones who were being unprofessional.

Witness 2 recalled that, while the specific comments that Dr. Bridle was making may not have seemed individually to be unprofessional, he kept cycling through the issues and repeating himself “*at least three times.*” He described this as frightening, strange, and odd, asking “*Why would you have a number of talking points and then repeat them all again?*” He noted that Witness 1 had experienced conflict with Dr. Bridle the previous day, noting that things had “*suddenly deteriorated, seemed to get significantly worse*”, and remarking that Dr. Bridle may have “*significant psychological problems.*” Witness 2 stated that he felt “*very obviously targeted*” by Dr. Bridle, as he had continued to speak to him even as he walked away, and then followed him to the third floor to stand outside

the office. He reflected *“that’s not the Byram Bridle that I know”*, expressing that he was worried that Dr. Bridle may hurt himself or others.

Witness 2 said that he was *“shaken up”* by Dr. Bridle’s behaviour. He recalled trying to get as far away from Witness 4’s office door and Dr. Bridle as possible and referred to himself as *“the coward in this situation.”* At 10:33 am, Witness 2 called campus police for assistance, and called again at 10:37 am when they had not arrived. He said that it *“felt like an eternity”* between calls, and he asked to stay on the phone with the police the second time until officers arrived. He deliberately held the phone up so that the dispatcher could hear Dr. Bridle, and in the hope that he may leave, however he did not. This further alarmed Witness 2 as he knew from Witness 1 that, during his interaction with Dr. Bridle the previous day, Dr. Bridle had left once Witness 1 made it obvious that he was recording the incident with his cell phone.

Witness 2 reported this event to The Dean later that day and stated that he has been significantly psychologically impacted by this incident. He claimed that he has had difficulty sleeping following the incident and has experienced panic attacks. He has made an appointment with a mental health professional to discuss these issues.

Evidence provided by Witness 3

Witness 3 was interviewed on August 6, 2021, accompanied by Andrew Hathaway and Sue Hubers of the University of Guelph Faculty Association.

Witness 3 recalled that his first interaction with Dr. Bridle was during a departmental meeting in 2020, wherein Dr. Bridle engaged in *“an unsolicited rant against vaccination and control measures and the like.”* Witness 3, whose turn it was to speak afterwards, made a general statement that it was important to think carefully about what message was being communicated, as the public may get confused. Dr. Bridle responded by accusing Witness 3 of threatening him and has since made reference to this incident publicly as an example of how he has been harassed at the University.

In the summer of 2021 Dr. Bridle began sending unsolicited emails to a group of people, including Witness 3. Dr. Bridle emailed Witness 3 on May 31, 2021, about comments that he had made on social media (Appendix Q). Dr. Bridle sent unsolicited emails describing his opinions again to a listserv including Witness 3 on June 12 and June 14 (Appendix R), June 15 (Appendix K), June 22 (Appendix D), and June 23 (Appendix S) about his views. On June 24 he emailed Witness 3 and Witness 1 directly, again copying the listserv and accusing them of *“immature behaviours in social*

media" (Appendix E). Witness 3 made attempts to have Dr. Bridle stop sending the emails and asked The Dean to intercede, however they continued.

Witness 3 said that Dr. Bridle had been interviewed by Fox News and other media outlets and had made comments which he felt needed to be challenged. He used his Twitter account to do so, deliberately attempting to keep his comments on a *"content level, not a personal level."* Dr. Bridle did not respond directly to him on social media, however Witness 3 has since received online threats, death threats, and abuse by Dr. Bridle's supporters including *"alt-right"* groups. Some of these individuals have said that Witness 3 is guilty of violating the Nuremburg Principles, and that he should be hung for his role in human medical experimentation. Witness 3 described Dr. Bridle as *"one step away from QAnon [and] white supremacist [groups]."*

Witness 3 was one of the faculty who received a letter from Dr. Bridle (Appendix P), although as he is in another building it was put in his mailbox. Witness 3 described it as *"a passive aggressive challenge and misinformation... typical whiny stuff."* Witness 3 acknowledged that he was one of the *"ringleaders"* of a group of faculty who had prepared and signed an open letter addressing misinformation that Dr. Bridle had been providing in the media. Witness 1, Witness 4, and Witness 6 were the other authors.

Witness 3 identified Witness 10 and Dr. Niel Karrow as some of the few faculty members who supported Dr. Bridle's opinions. He contrasted their conduct to Dr. Bridle, stating that they had not been spreading misinformation in the same way, and that Dr. Bridle had been *"clearly lying about things... making up claims."* In his opinion, Dr. Bridle *"keeps ramping it up... keeps repeating things that are proven wrong... twisting things."*

Witness 3 said that Dr. Bridle continues to attempt to engage with him and other faculty in the workplace despite being asked not to. He believes that he would be at risk of being *"verbally attacked"* if he were to encounter Dr. Bridle in public.

Evidence provided by Witness 4

Witness 4 was interviewed on August 10, 2021. She has mentored junior faculty in the past 10 years including, to a lesser degree, Dr. Bridle. She recalled that she assisted him “*peripherally*”, with grant writing, publications, and graduate student supervision, although he was not interested in being mentored.

Witness 4 stated that she has a limited overlap of research activities and interests with Dr. Bridle, however she collaborated with him during a post-doctoral project in 2012 that he was doing with a group from McMaster University. Despite having a “*very serious fallout*,” the group was able to publish their work. Witness 4 said that she had done the majority of the work on the project but allowed Dr. Bridle to have first authorship as he was seeking tenure at the time. They have occasionally participated on advisory committees for each other’s graduate students over the past few years.

Witness 4 expressed concern about the safety implications of Dr. Bridle’s behaviour. She considered his position on COVID to be “*dangerous, extremely damaging and injurious to people.*” She noted that the government and public health have not been particularly clear in their messaging regarding vaccines, which has created confusion. In her opinion, Dr. Bridle has taken to various media and has affiliated himself with people whose opinions have been proven wrong as well as with right-wing, neo-Nazis, and criminals in order to perpetuate the message that vaccines are toxic and dangerous. His activity started over the previous year but accelerated in the past six months.

Witness 4 expressed some frustration that the University has not publicly disagreed with Dr. Bridle’s contentions but has instead extensively repeated its support for freedom of expression. Dr. Bridle seems to have been encouraged by this and has continued to perpetuate misleading misinformation. As a result, she and four other faculty members drafted a letter in late June and asked other science-based faculty and staff to sign indicating their support. The letter was published on Witness 3’s blog, which is subscribed to by half a million people. Witness 1 also posted it on Twitter. The letter seemed to make Dr. Bridle “*extremely angry*” toward the faculty that signed it, but particularly the four that led the process (Witness 6, Witness 4, Witness 1, and Witness 3).

Witness 4 said that Witness 1 told her about the interaction that he had with Dr. Bridle outside Pathobiology on July 21, 2021. Following this incident, Witness 4 concluded that Dr. Bridle was “*becoming unhinged and that he is possibly a danger to several people [and herself] as an author of that letter.*” The same day she received a letter in her office from Dr. Bridle (Appendix P) “*promoting his perspective and citing a study that has been refuted many times.*” That evening she emailed the

President, the Dean, the Faculty Association, and other senior administrators to express her concerns about the earlier events, threats and the safety of her and her colleagues. She alleged that Dr. Bridle was not respecting differing opinions and was *“trying to verbally and physically intimidate people with different views.”*

The following day, on July 22, Witness 4 was in her office and could hear Witness 2 walking quickly down the corridor to her office. She described him as *“very obviously distressed”*, saying that he appeared to be *“white and shaking.”* Witness 2 told her that Dr. Bridle was *“chasing”* him. She let Witness 2 in her office and noticed Dr. Bridle coming down the corridor quickly towards them. She said that Dr. Bridle appeared to have been running, and described him as being *“dishevelled”*, with bloodshot eyes and unkempt hair. He *“rushed up”* to her office and began yelling very loudly at Witness 2 and her.

Dr. Bridle expressed anger about the letter that the group of faculty members had signed disagreeing with his perspective. He asked why they would not talk to him, claiming that science would prove him right and saying that his door was always open for them to discuss the issues. She told him that she did not want to do so and asked him to leave three or four times, but he did not. Dr. Bridle began to repeat himself, in a *“monologue... it was actually hard to catch a moment when he was not talking and say something.”*

Witness 4 asked Dr. Bridle to calm down and go to his office, but he did not. Witness 2 contacted the Campus Police, but they did not arrive for approximately 10 minutes. She said that Witness 2 was *“extremely shaken up”* and afraid throughout the incident. Witness 4 attempted to record Dr. Bridle’s *“intimidating, threatening behaviour”* on her cell phone video. She submitted two brief video files in which Witness 2 can be heard speaking with Campus Police while Dr. Bridle is talking loudly outside. It is not possible from the audio to determine exactly what Dr. Bridle is saying.

Witness 4 stated her opinion that at the time of this encounter, Dr. Bridle was *“extremely agitated, extremely angry and unsafe to interact with people and maybe even unsafe to drive.”* She said that he has *“increasingly become unhinged, unable to distinguish opinion, different opinion from a personal attack.”* She believes Dr. Bridle is *“really in a mental health crisis”* that he has been suffering from for a while. Witness 4 noted that Dr. Bridle was approximately 250 pounds and that there was a *“big physical disparity”* between the two of them. Because of this incident she is now cautious about her surroundings and carefully watches where she goes, trying to avoid another encounter with him. She said that she would not be surprised if Dr. Bridle were to show up at her house and has alerted her husband to this possibility.

Evidence provided by Witness 5

Witness 5 was interviewed on August 12, 2021.

Witness 5 said that Dr. Bridle has had a “*disproportionate voice*” in the media, and in particular the right-wing media. Other faculty began expressing their disagreement with him on social media, voicing concerns to Witness 5 and other members of the administration that the University was not doing enough to differentiate itself from Dr. Bridle’s opinion. This culminated in many faculty signing an open letter voicing their disagreement with Dr. Bridle.

Witness 5 recalled a departmental meeting in April 2021, where Dr. Bridle had “*monopolized*” the conversation about COVID and dominated the conversation. He recalled Witness 3 stating that it was appropriate to be careful when discussing these issues in public due to the public health risk of inconsistent messaging, and Dr. Bridle responded by asking Witness 3 if he were threatening him. He noted that Dr. Bridle was very passionate about the issue and was “*more black and white than most people.*” In his opinion, Dr. Bridle tended to speak more passionately and emphatically about such issues, to the point that other people would view his passion as anger.

Witness 5 stated that Dr. Bridle had sent an email to the departmental listserv which some people found upsetting. He recalled that:

“... people felt that that was essentially calling out, like in a school yard, calling people out to meet us behind the gym for a fight in front of the entire class. Not just emailing those people but calling them out in front of the whole department, which people felt was sort of a bullying behavior, and I could see where people would think that, or it wasn't an appropriate use of a departmental listserv. He's fully entitled to use the departmental listserv, but the way he used it, I think people felt was inappropriate and perhaps threatening.”

Witness 5 stated that a public COVID debate as Dr. Bridle had wanted would not have been productive, as emotions were too high at the time. He does not believe that Dr. Bridle appreciated how his communication and engagement style could be viewed by others, even prior to the COVID situation. While he may not regard his behaviour as threatening, others including the complainants, viewed it as “*menacing or threatening.*” Witness 5 said that Dr. Bridle had focused his “*anger*” on the authors of this letter including Witness 1, Witness 3, Witness 4, and Witness 6. He felt that Dr. Bridle’s actions were in retribution for their criticisms of his opinions, saying “*many of his responses would be viewed as probably inappropriate.*”

In Witness 5's opinion, the tone of the email communications that Dr. Bridle had sent to Witness 1 and Witness 3 alleging that they had participated in a smear campaign were the most "*concerning*" and "*problematic.*" He stated that the use of the term "*immature*" in this email was "*seemingly inflammatory,*" and recognized that both Witness 1 and Witness 3 did not respond to the emails in a similar tone. Witness 3 had asked not to receive any more emails about the topic and had asked Dr. Bridle to stop sending them although Dr. Bridle had continued to do so.

Witness 5 was not on campus during the incident between Drs. Bridle, Witness 2, and Witness 4, but said that Witness 9 had contacted him after witnessing some of the exchange. Witness 9's text message to him had stated "*Bridle and Dorothy are having a screaming match in the hallway. Well, mostly Bridle... Do you need anything done?*" Witness 5 told Witness 9 not to intervene, but to observe and make a recording if it was safe to do so.

Dr. Bridle contacted Witness 5 about some other matters, and they discussed his interaction with Witness 2 and Witness 4. Dr. Bridle said that he had seen Witness 2 and wanted to speak with him. Once he went to Witness 4's office he began yelling because they had closed the office door, claiming that he stood with his back against the wall while he was speaking with them. He knew that they had contacted the police and saw them hold the phone up so that the police could hear him. Dr. Bridle told him that after this incident he wanted to "*make amends and move forward.*"

Witness 5 said that some faculty raised concerns with him about their personal safety, and about the possibility of retribution from Dr. Bridle. In particular, he acknowledged that Witness 2 may have genuinely felt unsafe with Dr. Bridle "*following [him] down the hallway.*" He acknowledged that Dr. Bridle was a physically large person, and that some of the other faculty members were intimidated when he spoke as loudly and intensely as he did.

Witness 5 emailed Dr. Bridle "*a couple of times*" in an attempt to keep communication open with him following his removal from campus. He noted that some of the complainants were genuinely concerned about his mental well being and Witness 5 expressed his own concern about how being removed from campus would affect Dr. Bridle.

Evidence provided by Witness 6

Witness 6 was interviewed on August 11, 2021, and was accompanied by Andy Hathaway and Sue Hubers of the University of Guelph Faculty Association.

Witness 6 stated that she has been involved in pandemic research and public health policy for some time and had raised concerns to senior leadership at OVC about the messaging that Dr. Bridle was sharing. She has received a number of emails from Dr. Bridle questioning her perspective and her role in the pandemic response in the process. While she responded to the first one, she deleted subsequent emails *“because it just didn’t seem worth getting all worked up about.”*

As Dr. Bridle continued to make media appearances, Witness 6, along with Witness 1 and Witness 3, were contacted by other media sources to discuss Dr. Bridle’s statements. She provided some comments to refute Dr. Bridle’s statements where appropriate, as did the others. Dr. Bridle started emailing the faculty and challenging them to debate him and others in a public forum. Witness 6 did not respond to this challenge. Witness 6 said that, while he has not done so with her, Dr. Bridle has engaged with other colleagues in an *“excessive”* manner, and that the language that Dr. Bridle uses in his emails is *“strongly worded”*, and *“aggressive.”*

Witness 6 said that she was one of the faculty members who had contributed to the open letter addressing the misinformation from Dr. Bridle. The authors initially sent the letter to University administration, then decided to release it publicly to address requests for comments from the media. Unlike Witness 1 and Witness 3, Witness 6 chose not to escalate her concerns about Dr. Bridle to The Dean because she had not been directly targeted by his emails. Initially, his emails to her were *“very polite,”* and he had offered to share his expertise because he thought that she was wrong in her assumptions. She declined, and he did not persist in contacting her as he had done with Witness 1 and Witness 3.

Witness 6 says that she is not bothered by some of the allegations that Dr. Bridle is making against her and other faculty. She is, however, bothered by reports that she has received from Pathobiology faculty that Dr. Bridle is now contacting them by putting hard copy documents under their office doors. While she has not been to campus to check her office, she feels that coming to an individual’s office to put *“nasty notes”* under their door is *“a different level”* from engaging in a debate over emails and social media.

Evidence provided by Witness 7

Witness 7 was interviewed on August 24, 2021.

Witness 7 estimated that he has known Witness 3 and Witness 4 for more than 20 years, and Dr. Bridle for more than 25 years. He estimated that he has had “*more intensive interactions*” with Dr. Bridle over the years compared to other faculty members, as he has collaborated with him on several publications. Around December of 2020, Witness 7 noticed that he and Dr. Bridle were “*going in different directions*” scientifically and felt that he was no longer able to contribute meaningfully to Dr. Bridle’s scientific endeavours. Regardless, he has still maintained a positive relationship with Dr. Bridle.

Witness 7 said that he had been copied on a number of emails which were originally initiated by Dr. Bridle, including a workplace harassment allegation that he had made against Witness 1 and Witness 3. The Dean was concerned about the toll that ongoing social media exchanges were taking on Dr. Bridle’s mental health and asked him to step in and provide some general support. While he was not been trained as a counsellor, or a mediator, The Dean suggested that it might benefit Dr. Bridle to know that he had a support network available to him.

Witness 7 spoke with Dr. Bridle and suggested that he look to resolve any differences of opinion in a collegial and scientific manner. He had a further conversation with him at the end of June to advise him that he needed to consider how this discourse was affecting his family and career. Witness 7 felt that Dr. Bridle had attempted to act collegially and had “*wave[d] his white flag*” by inviting a scientific conversation with his colleagues, although he noted that the tone of his email was not “*very inviting*” and that ultimately the offer to debate was not accepted.

Witness 7 was invited to sign the open letter prepared by Witness 6 and others but declined, thinking that by doing so his objectivity may be called into question. Additionally, he claimed to have noted some inaccuracies in the letter.

Evidence provided by Witness 8

Witness 8 was interviewed on August 12, 2021.

Witness 8 stated that Witness 1 came to the Campus Police station at approximately 11:30 am on July 21, 2021, to make a complaint of harassment against Dr. Bridle. Witness 1 described the incident to Witness 8, saying that Dr. Bridle had yelled "*come here you fucking coward*" to him from approximately 50 metres away.

The following day Witness 8 was the first member of the campus police who responded to an emergency call from Witness 2 stating that he and Witness 4 were in an office, and that Dr. Bridle was "*screaming and yelling*" outside. Upon arriving at the scene, Dr. Bridle told him, "*I guess you're here for me.*" Witness 8 noted that Dr. Bridle was cooperative, and they proceeded to his office to discuss the incident. Two other police officers spoke with Witness 2 and Witness 4.

Witness 8 noted that Dr. Bridle, although professional, was "*very passionate... very loud,*" saying, "*He's a big man, and he can be intimidating.*" He noted that his dispatcher said that she could hear Dr. Bridle yelling during the phone call, although he did not hear any yelling when he first arrived on the scene. He told Dr. Bridle that "*your loud voice and confronting people and coming across as angry is not going to get you into a conversation with your co-workers... I think you're scaring them.*" Dr. Bridle responded "*I can see that... I'm really upset that these people have gone behind my back.*"

During the interview, Witness 8 presented as being very sympathetic to Dr. Bridle and his motivations, acknowledging that Dr. Bridle had felt as if he was "*isolated on campus.*" He stated that, in his opinion, neither the July 21 or July 22 incidents amounted to criminal harassment, however in his opinion Dr. Bridle's conduct had crossed the threshold of harassment from a policy perspective.

Evidence provided by Witness 9

Witness 9 was interviewed on September 27, 2021. They have asked to remain anonymous for the purposes of this report out of fear that they may be subjected to reprisal should their identity be revealed.

Witness 9 worked in the Pathobiology building. On July 22, 2021, they stated that they had been walking down the lab hallway towards their locker when they encountered Witness 11. Witness 11 cautioned Witness 9 against going to their locker, as there was an argument happening nearby. The

witness and Witness 11 decided to proceed but planned to go straight past the area where the argument was happening and down the stairs.

As they approached the area, Witness 9 noted Dr. Bridle standing in the corridor approximately two metres outside Witness 4's office, *"yelling into [Witness 4's] office at her"* and saying *"You didn't even give me a chance to reply. You posted it. Where is your peer reviewed evidence? Where is it? None of your sources... None of your sources."* Witness 9 stated that the conversation seemed to be one-sided as they did not hear any response from Witness 4, who was standing in her office. The witness noted that because of where Dr. Bridle was standing, Witness 4 *"was stuck in her office... I don't really know where she was able to go."* Witness 9 reflected that Dr. Bridle was close enough to Witness 4's office that *"if it was me, I would've felt stuck in my office,"* and noted that Dr. Bridle was *"a tall man with a booming voice,"* while Witness 4 was *"a very little lady."*

Witness 9 said that Dr. Bridle should have recognized that he was at work at the time and that it would have been more appropriate to put his concerns in an email. They described Dr. Bridle's demeanour as *"hysterical... It sounded like a tantrum, like my little cousin would say... you're a grown-ass adult, be quiet, talk respectfully or don't talk."* They noted that there is a difference between yelling and speaking loudly, and that Dr. Bridle was yelling, saying that *"his arms were going... he was actively upset."*

Witness 9 estimated that they were less than two metres from Dr. Bridle, saying that they did not make eye contact as they and Witness 11 *"scurried"* past Dr. Bridle before going downstairs. The witness texted their chair, saying *"They're going at it in the hallway... Actually, it's more Byram than Witness 4."* The chair replied *"Don't get involved. Don't put yourself at risk. But if you can go upstairs and either record what's happening through the stairwell or watch what's happening and see how long it's gone on for, go ahead."* The witness did not do so as they had already left the area. Upon returning after lunch approximately 10 minutes later, the witness noticed Witness 2 with Witness 4 in her office, along with a campus police officer.

Evidence provided by Witness 10

Witness 10 was interviewed on September 28, 2021.

Witness 10 recalled a faculty meeting earlier in 2021 which the Dean of OVC had attended. During a discussion, Witness 3 told Witness 10 and Dr. Bridle that they should maintain the public health narrative during the current COVID-19 public health crisis. Witness 10 remarked that this was the

first time in 30 years that she had been at the University where one faculty member had told another faculty member not to have their own opinion. She and Dr. Bridle questioned Witness 3 and were eventually told by the Dean to leave the meeting. Witness 10 was “shocked” by this. In her opinion, Dr. Bridle was one of Canada’s top viral immunologists and he was highly qualified to speak on topics related to virology, and vaccine safety and efficacy. In contrast, Witness 3’s specialty was public health.

Witness 10 explained that Dr. Bridle had given a 10-minute interview on a radio program with Alex Pierson, wherein he discussed a document from the Japanese Regulatory Department that had originated with Pfizer. Shortly thereafter, students began sending Witness 10 information about what Witness 3 and Witness 1 were posting about Dr. Bridle on social media and on Witness 3’s blog. This included a post by Witness 3 likening Dr. Bridle’s perspective to “shovelling manure.” Additionally, she was informed by students that a website entitled DoctorByramBridle.com had been created and was making negative comments about Dr. Bridle and his opinions.

Witness 10 described Dr. Bridle as a “gentle giant.” She said that Dr. Bridle had disclosed in some public interviews that he has Tourette’s syndrome². In her opinion, some of his behaviour may have led to misunderstandings as he may have been animated or seemed aggressive to others at times when the behaviour was merely his condition manifesting itself.

Witness 10 acknowledged that she was aware that Dr. Bridle had distributed some information to colleagues via their offices. She explained that this was common practice for some academics, especially if an article was important to share, and expressed her own appreciation that he would do so although she noted that she had been working from home and had not checked for any mail recently.

Witness 10 said that Dr. Bridle told her about the incident with Witness 1. He said that he had seen Witness 1 across the parking lot and had waved at him, pointing for him to come upstairs to his office to talk. He said that he was hoping to put the controversy about the website in his name to rest, but Witness 1 had not heard what Dr. Bridle had said and had walked away.

Witness 10 stated that she had also heard of the police being called on Dr. Bridle in the Pathobiology building but did not recall how she had learned of the incident. She remarked that she found it “odd” that anyone would ever have to call the police on another colleague and reiterated that Dr. Bridle would never harm anyone. In discussing the issue later with Dr. Bridle, he had explained to

² <https://www.youtube.com/watch?v=7ppzESjX5xl>

her that he had wanted to speak with Witness 2 and Witness 4, as he was focused on moving forward to reconciliation.

Witness 10 explained that, while Witness 1 and Witness 3 may think that she has been more reasonable, this is more a reflection of the fact that she does not speak with either of them often. In reality, although she still intends to continue to engage collegially with them, she has lost respect for these faculty members due to their “targeting” of Dr. Bridle. She says she is “alarmed” by their behaviour and will be more cautious in her future dealings with them as a result.

Evidence provided by Witness 11

Witness 11 stated that on the day in question, she had gone up the staircase beside room 2800. As she opened the door to the third floor, she could see Dr. Bridle was “pretty visibly upset.” She could not recall specifically what he was saying, only that he had a “very forward stature and he was exclaiming himself pretty loudly into... Witness 4’s office.” She described him as “very exclamatory with his movements of his hand and his voice had increased as if he was... yelling.” Dr. Bridle was approximately six feet away from Witness 4’s office. Witness 11 encountered Witness 9, and notified them that Dr. Bridle was “visibly upset”, and telling them that they would need to go past where Dr. Bridle was yelling and down the stairs together “for safety reasons”.

Additional Evidence

Video from Witness 1’s mobile phone camera

Witness 1’s video is only seven seconds long. In it, Dr. Bridle seems to quietly makes a type of “rock on” gesture above his head with his right hand in Witness 1’s direction, then turns and enters the building.

Pathobiology security camera video

The University provided video from two cameras on the exterior of the Pathobiology Building, which were identified as “Loading Dock Exterior – Parking Lot” and “Loading Dock Exterior – Morgue and Rm 1825 Entrance”

At 11:02:32 am, Witness 1 is seen in the Parking Lot camera crossing the road towards the parking area at approximately the same time as Dr. Bridle exits his vehicle and walks across the road towards

Pathobiology. As Witness 1 walks through the parking lot, a waste removal truck obscures him from the camera while he is walking across the parking lot, as Dr. Bridle first gestures towards him.

At 11:02:35 am, Dr. Bridle is seen on the Morgue and Rm 1825 Entrance camera walking across the street towards the building from the parking lot.

At 11:02:47 am, Dr. Bridle appears to be pointing off screen to his left. As he is talking to someone out of range of the camera in the direction where Witness 1 would be, he appears to make a gesture pointing to the ground in front of where he is standing. He walks backwards towards the entrance of the loading dock. As he does so, Dr. Bridle's attention seems to be focused in the direction of where Witness 1 would be and he is seen to point in that direction three times.

At 11:03:07 am, Dr. Bridle is clearly observed making a gesture that involves a very direct pointing motion towards someone in Witness 1's direction, and then he immediately points straight down in front of him, in a gesture which would reasonably be construed to be an invitation for someone to come to him.

At 11:03:10 am, he points to the door of Pathobiology as he leans toward the road area. He holds this position with his right arm elevated for 14 seconds.

At 11:03:19 am, a woman who is walking toward the Pathobiology building appears to enter Dr. Bridle's field of vision. She seems to notice Dr. Bridle and then looks over her left shoulder in the same direction that Dr. Bridle is focusing his attention. She enters the building with Dr. Bridle at 11:03:40 am. The woman does not appear to be alarmed by Dr. Bridle and walks past him, pausing as he unlocks the door and holds it for her to enter. They appear to acknowledge each other as if they are familiar with one another.

Witness 1's own phone camera video appears to coincide with the University video starting at 11:03:26 am. As previously noted, the video footage that he provided only seems to provide information on the end of the incident before Dr. Bridle enters the building.

At 11:03:32 Witness 1 is once again visible in the Parking Lot camera field of vision, and he walks through the parking lot away from the area.

6 FINDINGS OF FACT

i. Whether Dr. Bridle's alleged behaviour towards Witness 1 on July 21, 2021, constituted workplace harassment

Witness 1 alleged that on July 21, 2021, Dr. Bridle called to him across the parking lot, yelling “*come over here and say it to my face, you fucking coward.*” Dr. Bridle is seen in security video making pronounced and repeated gestures in the direction of Witness 1, and one such gesture appears to be an invitation for Witness 1 to come over to where he is standing. Dr. Bridle’s full attention appears to be focused towards Witness 1. Dr. Bridle repeatedly points in his direction, and he can be seen holding a pointing gesture for 14 seconds. While there is no audio in the file, it appears from his physical gestures that Dr. Bridle is acting in an emotionally charged manner.

Witness 1 said that Dr. Bridle was taunting him, and that he felt threatened by his behaviour as he assumed that Dr. Bridle was inviting him to a physical altercation. In his opinion, this behaviour represented an escalation from previous disagreements, and he immediately reported the incident to Campus Police and to The Dean.

Dr. Bridle was provided with ample opportunities to offer evidence which may have provided an alternate explanation for the behaviour that was alleged, or which was demonstrated in the video footage. Despite these attempts to provide him with an opportunity to respond, Dr. Bridle has refused to participate in the investigation. Therefore, given the preponderance of evidence, I accept Witness 1's account of these events and find that Dr. Bridle's conduct toward him on July 21, 2021, was intimidating and hostile towards him.

It is completely unreasonable and unprofessional for any faculty member to engage with a fellow faculty member in the openly hostile, intimidating and aggressive manner that Dr. Bridle engaged with Witness 1 on July 21, 2021. Additionally, based upon previous requests from Witness 1 and from The Dean for him to refrain from engaging with Witness 1, Dr. Bridle ought reasonably to have known that his behaviour and communications would be unwelcome, and that they were vexatious. I therefore find, based upon the preponderance of evidence, that Dr. Bridle's behaviour was harassing to Witness 1, and that it has breached both the Workplace Harassment Prevention Policy and Article 42 of the Collective Agreement.

ii. Whether Dr. Bridle's alleged behaviour towards Witness 2 and Witness 4 on July 22, 2021, was workplace harassment

Witness 2 alleged that on July 22, 2021, Dr. Bridle deliberately engaged him in a hostile manner after purposely following him into the building and then to Witness 4's office. As he yelled loudly at Witness 2 and Witness 4, they were concerned enough that they felt it necessary to contact Campus Police and request that they intervene and remove Dr. Bridle.

Witnesses described seeing Dr. Bridle yelling into Witness 4's office. This yelling was described as being one-sided and his behaviour was compared to a tantrum that a child may have. Witnesses also noted how his physical movements and demeanour were intimidating, and how they had deliberately factored his heightened emotionality into their decision to walk past him during the incident.

I find Witness 2 and Witness 4's accounts of the incident on July 22, 2021, to be compelling. I accept that Dr. Bridle was in an aggravated state, and that he had deliberately pursued Witness 2 even as he actively tried to avoid an engagement with him. Once he located Witness 2 in Witness 4's office, Dr. Bridle engaged in a hostile verbal onslaught against them which left them both feeling intimidated and threatened.


Dr. Bridle was provided with ample opportunities to offer evidence which may have provided an alternate explanation for the behaviour that was described. Despite these attempts to provide him with an opportunity to respond, Dr. Bridle has refused to participate in the investigation. Therefore, given the preponderance of evidence, I accept Witness 2 and Witness 4's account of these events and find that Dr. Bridle's conduct toward them on July 22, 2021, was intimidating and hostile towards them.

Dr. Bridle's behaviour towards Witness 2 and Witness 4 was completely inappropriate, unprofessional, and aggressive, and he ought reasonably to have known that this conduct was vexatious and unwelcome. I therefore find, based upon the preponderance of evidence, that Dr. Bridle's behaviour was harassing to Witness 2 and Witness 4, and that it breached both the Workplace Harassment Prevention Policy and Article 42 of the Collective Agreement.

7 SUMMARY OF CONCLUSIONS

I have reviewed the evidence obtained in this investigation and the information that has been provided to me and have made findings of fact using a balance of probabilities standard. Based upon these findings I have determined that Dr. Bridle's conduct towards Witness 1 on July 21, 2021, and also towards Witness 2 and Witness 4 on July 22, 2021, was harassing, and in violation of both the Workplace Harassment Prevention Policy and Article 42 of the Collective Agreement.

Signed,

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Nick Duley CHRL

North Shore HR Consulting Inc.

Court File No. CV-22-006918880-0000

Dr. BYRAM BRIDLE
Plaintiff

- and -

UNIVERSITY OF GUELPH, et al
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT TORONTO

AFFIDAVIT OF NICK DULEY

**CANADIAN UNIVERSITIES RECIPROCAL INSURANCE
EXCHANGE**

5500 North Service Road, Suite 901
Burlington, ON L7L 6W6

D. Lynn Turnbull LSO#: 38056J

Email: lturnbull@curie.org

Tel: 905-336-3366 ext. 242

Lawyer for the defendants, University of Guelph, Jeffrey Wichtel, Laurie Arnott, Charlotte Yates, Scott Weese, Glen Pyle, Andrew Peregrine, Dorothee Bienzle, Amy Greer and Nick Duley

TAB 12



ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

DR. BYRAM BRIDLE

Plaintiffs

- and -

UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE, GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside of Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, A JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFFS' CLAIM, and \$10,000.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiffs' claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: Issued by:

Address of Local Office: 393 University Ave.
10th Floor
Toronto, Ontario M5G 1E6

TO: Harpreet Hansra
University of Guelph
50 Stone Road East,
Guelph, ON, Canada N1G 2W1
Tel: (519) 824-4120
Email: hhansra@uoguelph.ca

Laurie Arnott
Email: larnott@exec.uoguelph.ca

Dean Jeffrey Wichtel
Email: jwichtel@uoguelph.ca

Charlotte Yates
Email: cyates@uoguelph.ca

Scott Weese
Email: jswcese@uoguelph.ca

Dorothee Bienzle
Email: dbienzle@uoguelph.ca

Andrew S. Peregrine
Email: aperegri@uoguelph.ca

Amy Greer
Email: agreer@uoguelph.ca

Glen Pyle
Email: gpyle@uoguelph.ca

AND TO: Nick Duley
North Shore HR Consulting Inc.
521 George St N,
Peterborough, ON K9H 3S1
Tel: (705) 917-2147
Email: nick@northshorehr.ca

AND TO: David Norman Fisman
Division of Epidemiology, Dalla Lana School of Public Health
155 College Street
Toronto, Ontario
M5T 3M7
Email: david.fisman@utoronto.ca
Tel: 416 978 6866

CLAIM

1. The Plaintiff claims:
 - (a) general damages as against the Defendants jointly and severally, in the amount of \$500,000.00;
 - (b) Restitution damages as against the University Defendants jointly and severally, in the amount of \$1, 500,000.00 with respect to lab equipment and loss of grants and research funding;
 - (c) aggravated damages as against the Defendants, jointly and severally, in the amount of \$500,000.00;
 - (d) punitive damages as against the Defendants, jointly and severally, in the amount of \$500,000.00;
 - (e) prejudgment and post judgment interest pursuant to s. 128 of the *Courts of Justice Act* R.S.O. 1990 c. C43; and
2. A Declaration that publicly-funded universities, governed by statute, and the conduct of their administration and personnel, are subject to constitutional review under, *inter alia*, ss.24(1) 32, and 52(1) of the *Constitution Act, 1982*.
3. An interim and permanent injunction to be granted to the Plaintiff, ordering the University of Guelph to allow the Plaintiff to freely be present at the University campus, and in particular at his lab and office, in the Pathobiology Building, without conditions or interference from the University, to pursue his work.
4. costs of this action on a substantial indemnity basis and such further or other relief as this Court deems just.

THE PARTIES

The Plaintiff

- *Dr. Byram Bridle*

5. The Plaintiff, Dr. Byram Bridle (“Plaintiff”) is an Associate Professor of Viral Immunology in the Department of Pathobiology at the University of Guelph. He holds a MSc and PhD in immunology and a post-doctorate in viral immunology. His academic appointment as an independent researcher and faculty member of the Ontario Veterinary College at the University of Guelph commenced in January 2012. In December 2017, the Plaintiff was awarded tenure at the University of Guelph. He is a member of the University of Guelph Faculty Association (“UGFA”).
6. The Plaintiff’s research program at the University of Guelph focuses on the development of vaccines to prevent infectious diseases and to treat cancers, as well as studying host immune responses to viruses, for humans.
7. The Plaintiff has received and relies on numerous grants and funding to support his cancer research, and basic viral immunology research programs, including from the:
 - (a) Canadian Institutes of Health Research;
 - (b) Natural Sciences and Engineering Research Council of Canada (NSERC);
 - (c) Terry Fox Research Institute;
 - (d) Canadian Cancer Society;
 - (e) Cancer Research Society;
 - (f) Canadian Breast Cancer Foundation;
 - (g) Ontario COVID-19 Rapid Research Fund;

- (h) University of Guelph/Ontario Veterinary College/Department of Pathobiology COVID-19 Seed Funding;
 - (i) National Centre of Excellence in Biotherapeutics for Cancer Treatment (BioCanRx);
 - (j) OVC Pet Trust;
 - (k) The Smiling Blue Skies Cancer Fund;
 - (l) Canadian Foundation for Innovation - John R. Evans Leaders Fund;
 - (m) Canadian Foundation for Innovation - Infrastructure Operating Funds;
 - (n) Ministry of Research and Innovation Ontario Research Fund - Research Infrastructure Program.
8. The Plaintiff currently has seventy-four (74) peer-reviewed publications in high-quality scientific journals that are indexed on “PubMed”, which is operated by the United States National Institute of Health. Most of these publications involve long-term studies, often spanning several years. The average impact factor of the Plaintiff’s publications far exceeds that of most of his colleagues at the University of Guelph. The Plaintiff routinely publishes in journals with impact factors exceeding five (5). As such, most of the Plaintiff’s publications rank in the top 5-10% of the scientific literature, in terms of their importance. The Plaintiff has one additional manuscript that was recently accepted for publication in the journal *Frontiers in Immunology*, which has an impact factor of 7.561, as well as other manuscripts that are currently under review. The Plaintiff has published forty-one (41) peer-reviewed papers since the beginning of 2020 alone.
9. Since 2020, the Plaintiff has secured two grants to support COVID-19-focused research, which were exceptionally difficult to secure. In 2021, the Plaintiff was the only applicant from the Department of Pathobiology to successfully obtain funding from the Natural Sciences and Engineering Research Council of Canada (NSERC): a five-year grant.

10. The Plaintiff has brought millions of dollars of operating funds to the University of Guelph over his tenure as a faculty member. This included agencies that the University of Guelph had never received funding from before, including a very prestigious grant from the Terry Fox Research Institute, and another one from the Canadian Centre of Excellence in Biotherapeutics for Cancer Research. Furthermore, the Plaintiff has acquired more than one million dollars worth of research equipment, which included upgrading the University's core flow cytometry facility to the state-of-the-art facility it is today, and is a resource used by many labs across the campus.
11. The Plaintiff's research lab and office are located, on two different floors, in the Pathobiology Department building at the Ontario Veterinary College ("OVC") Pathobiology/Animal Health Lab Building (PAHL). Since its establishment in the Pathobiology building, his research lab has been one of the most active, productive, and successful in the Department.
12. The Plaintiff also teaches several courses at the undergraduate and graduate level on the topics of immunology, virology, and cancer biology at the University of Guelph. The Plaintiff has consistently received excellent ratings by students during their end-of-course evaluations, well above the faculty average. The Plaintiff has received many teaching awards. The Plaintiff has always executed his teaching responsibilities successfully at the University of Guelph. The Plaintiff has twice been elected as an honorary class president, meaning, he was voted top professor of the year (an honour which can only be held a maximum of once per four years.) He has also received the top teaching awarded by North American Veterinary Schools. The Plaintiff's overall average for teaching is 4.75/5.0 (or the equivalent of 95/100).
13. The Plaintiff also trains Canada's next generation of multidisciplinary researchers. Within the context of his research program, the Plaintiff has trained three (3) research associates, six (6) postdoctoral fellows, six (6) PhD students, ten (10) MSc students, nineteen (19) summer

undergraduate research assistants, seven (7) undergraduate research project students, three (3) students from the Work-Study program at the University of Guelph, and five (5) high school students as part of the Sanofi BioGENEius Challenge Canada program.

14. The Plaintiff is recognized as an outstanding reviewer of Health Research and for excellence in teaching in his field.
15. The Plaintiff is a member of the Canadian Oncolytic Virus Consortium (COVC). The COVC is a prestigious Pan-Canadian consortium of highly qualified and respected scientists and researchers in their respective fields.
16. The Plaintiff has served as an expert witness in the field of immunology and also has expertise in virology. He is one of the few Canadian scientists who have expertise in both fields.
17. Due to his expertise in both immunology and virology, in March 2020, the Plaintiff received funding from the Government of Ontario and, on December 2020, from the Government of Canada to develop vaccines against COVID-19. This funding was from the COVID-19 Rapid Research Fund, Ministry of Colleges and Universities and the federal government's Pandemic Response Challenge Program, National Research Council of Canada. The Plaintiff's COVID-19 research focuses primarily on the development of vaccines to prevent infectious diseases, as well as study the body's immune response to viruses. The Plaintiff's cancer research has progressed into four (4) human clinical trials.
18. As a senior viral immunologist and as a research and developer of vaccines, including COVID-19 vaccines, the Plaintiff is a strong proponent of using high quality vaccines in a correct and evidence-based manner.
19. Since the beginning of the COVID-19 pandemic declaration, the Plaintiff has closely followed the scientific research and evidence-based data on COVID-19. Based on his knowledge acquired from this research, the Plaintiff provided evidence-based, balanced scientific information to the

public and policy makers to assist members of the public with making fully informed decisions, as a public service, and, in response to requests from the public, including the media. All his statements are founded on scientific data. As an outstanding reviewer of health research he has, and continues to remain, informed of publications and studies related to COVID-19.

- **The Defendants**

- **University of Guelph**

20. The Defendant, The University of Guelph, a body under s.2 of the *University of Guelph Act S.O. 1964, C.136* (the "ACT"), is a public university and an educational institution as defined under s.1 of the *University of Guelph Act S.O. 1964, C.136* section 5.1(2) of the *Ministry of Training, Colleges and University Act, R.S.O. 1990*, and section 2(1) of the *Freedom of Information and Protection of Privacy Act, R.S.O. 2005*, and was at all material times the Plaintiff's employer. The objective and purpose of the Defendant University of Guelph is the advancement of learning and distribution of knowledge, and, *inter alia* the intellectual development of its members and of the betterment of society as set out in s.3 of the *University of Guelph Act*. The University has a duty to treat the Plaintiff in a fair, non-arbitrary fashion, in accordance with the civil and criminal law and is vicariously liable for mistreatment of the Plaintiff, by other University employees, particularly those who hold a supervisory role and power and control over the Plaintiff, particularly when the University President has been apprised of that mistreatment.

- **Dr. Jeffrey Wichtel**

21. The Defendant Dr. Jeffrey Wichtel ("Wichtel") was at all material times the Dean of the University of Guelph's Ontario Veterinary College as defined under s 11(b) and 12(b) of the *University of Guelph Act* and, as such a holder of public office. He studies animal nutrition, disease, production, and reproduction, and has specialized in trace element and vitamin nutrition

in ruminants and horses. Wichtel is not a viral immunologist. He holds a supervisory role, power and control over the Plaintiff, and in addition to being personally liable for his mistreatment of the Plaintiff, is vicariously liable by others under his supervision and control who mistreated the Plaintiff.

- **Laurie Arnott**

22. The Defendant, Laurie Arnott (“Arnott”), a lawyer by training, was at all material times the Vice President of Faculty Relations at the University of Guelph a senior administrative officer of the University of Guelph as defined under s.11(b) of the *University of Guelph Act*, and, as such a holder of public office. She was at all materials times employed by the University of Guelph. She holds a supervisory role, power and control over the Plaintiff, and in addition to being personally liable for her mistreatment of the Plaintiff, is vicariously liable by others under her supervision and control who mistreated the Plaintiff.

- **Charlotte Yates**

23. The Defendant, Charlotte Yates, (“Yates”) is the President and holder of public office as set out in s.14 of the *University of Guelph Act* (“Act”), and the Vice-Chancellor and CEO of the University of Guelph. As the president, Yates has supervision and direction of the academic work and general administration of the University including over the co-defendants, Arnott, Wichtel, Weese, Bienzle, Pyle, Peregrine, and Greer as set out in the *Act*. It is her duty to supervise and regulate the conduct of Wichtel and Arnott to act in compliance of, not only the objectives of the University, as personnel and employees under the *Act*, but also other legal requiremenst under the law. The University has a duty to treat the Plaintiff in a fair, non-arbitrary fashion, in accordance with the civil and criminal law and is vicariously liable for mistreatment of the Plaintiff, by other

University employees, particularly those who hold a supervisory role and power and control over the Plaintiff, particularly when the University President has been apprised of that mistreatment.

- **Dr. J. Scott Weese**

24. The Defendant, Dr. J. Scott Weese (“Weese”), is a veterinary internist and microbiologist, and was at all material times employed by the University of Guelph Ontario as a Professor , as defined under s.1(g) of the *Act*, at the Ontario Veterinary College. Weese’s office is located in the Centre for Public Health and Zoonoses. Weese was appointed a member of the Ontario Science Table in January 2021. He is not a viral immunologist.

- **Dr. Glen Pyle**

25. The Defendant, Dr. Glen Pyle (“Pyle”), is a Professor, , as defined under s.1(g) of the *Act*, in the Department of Biomedical Sciences at the University of Guelph and has a PhD in Physiology and Biophysics. His research investigates the molecular basis of heart failure, and the development of novel therapies for the treatment of heart attacks and chronic heart failure, as well as how menopause increases the risk of heart disease in women, and sex differences in heart function. Pyle was at all material times employed by the University of Guelph. He is not a viral immunologist. His office at the University of Guelph is located at Biomedical sciences building, at Biomed 1646E.

- **Dr. Andrew Peregrine**

26. The Defendant, Dr. Andrew Peregrine (“Peregrine”), is an Associate Professor , as defined under s.1(g) of the *Act*, in clinical parasitology at the Ontario Veterinary College (“OVC”). Andrew Peregrine was at all material times employed by the University of Guelph. He is not a viral

immunologist. His office at the University of Guelph is in the Pathology building at PAHL 3825 where the Plaintiff's office and lab are located.

- **Dr. Dorothee Bienzle**

27. The Defendant, Dr. Dorothee Bienzle, ("Bienzle") has a Doctorate in Veterinary Medicine and has a PhD in Immunology. Bienzle's research focused on feline immunity and the role of the epithelium equine asthma and has diagnostic expertise in hemolymphatic neoplasia. Bienzle was, at all material times, also a Professor, as defined under s.1(g) of the *Act*, Researcher, and employed as a Veterinary Pathologist at the University of Guelph. She was at all material times employed by the University of Guelph. She is not a viral immunologist. Her office at the University of Guelph is in the Pathology building, at PAHL 3822, where the Plaintiff's office is located.

- **Dr. Amy Greer**

28. The Defendant, Dr. Amy Greer ("Greer"), is the Canada Research Chair in Population Disease Modelling and Associate Professor, as defined under s.1(g) of the *Act*. She was at all material times employed by the University of Guelph. She is not a viral immunologist. Her office at the University of Guelph is located in the Stewart Building.

- **Dr. David Norman Fisman**

29. The Defendant, Dr. David Fisman's ("Fisman"), is an Epidemiologist who researches the epidemiology of infectious diseases, including community-based and hospital acquired pneumonia, epidemiology of enteric infections, sexually transmitted infections, laboratory datasets as epidemiological resources, infectious diseases, seasonality, environment, and climate

change. Fisman was at all material times a professor of epidemiology at the University of Toronto, Dalla Lana School of Public Health. Fisman was a member of the Ontario Science Advisory Table (Science Table) until he resigned on or about August 23rd, 2022, claiming that the Science Table had become too political. However, on January 27, 2022, prior to resigning, the Ontario government raised concerns about a conflict of interest given his paid role at the Elementary Teachers' Federation of Ontario. Fisman has received research funding from Novartis Pharma Canada Inc, Novartis Vaccines Canada, GlaxoSmithKline Canada, and the Centre for Disease Control (“CDC”). Fisman is not a viral immunologist.

- **Nick Duley**

30. Nick Duley (“Duley”) is a designated “Certified Human Resources Leader” and works for Northshore HR Consulting Inc. as a Workplace Investigator. On July 29, 2021, Duley was appointed by the University of Guelph to conduct an “investigation”. On November 9, 2021, Duley prepared a report entitled “Re: Investigation of complaints against Dr. Byram Bridle Workplace Harassment Prevention Policy,” which was addressed to Arnott. Duley owed a duty of care when investigating the incident and drafting the report. Duley was negligent in how he carried out his investigation, wilfully ignored relevant information, and further acted as a co-conspirator along with the other Defendants, to injure the Plaintiff.

- **John or Jane Doe “Junior Scientist” Creator(s)/Owner(s) of the Website ByramBridle.com and fake Twitter Account @ByramBridle**

31. These Defendant(s) are currently unknown to the Plaintiff, but are those individuals who colluded and/or conspired with the co-defendants, Fisman, Pyle, and Weese, and created the website byramBridle.com and the corresponding Twitter account @ByramBridle, as well as created and

published all content, in order to impersonate, harass, injure, and ruin the reputation and economic interests of the Plaintiff.

32. The Plaintiff states that all the University-employed Defendants, defined and set out by statutory reference under the *Act*, are public office holders.

33. The Plaintiff further states that, all the University-employed Defendants, beyond statute and fiduciary duty at common law with respect to his superiors, owe a fiduciary duty of care as colleagues under their Code of Conduct to the Plaintiff, not to engage in tortious or criminal conduct.

THE FACTS

34. The Plaintiff is an expert in immunology and in virology. None of the Defendants have the Plaintiff's expertise in both immunology and virology. None of the Defendants are viral immunologists.

35. Unlike the Plaintiff, none of the of the Defendants are involved in research or development of vaccines.

36. The Plaintiff is not, and has never been, "anti-vaccination". The Plaintiff studies, develops, and researches vaccines. His career is built on the creation of vaccines.

37. The Plaintiff has conducted research and development of vaccines at the University of Guelph for over a decade. This research is dependent on funding from third party donors/grantors.

38. In 2020 and 2021, the Plaintiff was granted funding by both Federal and Provincial governments to develop a Canadian COVID-19 vaccine. This research is ongoing, and consequently, the Plaintiff follows the scientific literature on COVID-19 in general, and COVID-19 vaccines, in particular, very closely.

39. Since the Declaration of the COVID-19 pandemic, and given his specialization in viral immunology and all aspects of the Severe Acute Respiratory Syndrome – Coronavirus V2 (SARS-CoV-2), the Plaintiff has provided scientific expertise, as a public service, to the community, including to the media, on research and science related to COVID-19 and public health policies and mandates when requested, including to CBC News, Global News, Fox News, and the Globe and Mail. As of July 2022, the Plaintiff has provided over two hundred (200) media interviews and speaking engagements on COVID-19 related issues.
40. On Monday August 17, 2020, the Plaintiff presented as a keynote speaker at an international conference on COVID-19 at the New Zealand's COVID-19 Science and Policy Symposium. At this symposium, the Plaintiff publicly raised concerns about the short-cuts in the research and development of the COVID-19 vaccines by international pharmaceutical companies for profit at the time.
41. Thereafter, the Plaintiff continued to participate as an independent scientific expert of COVID-19 vaccines in the media and on discussion panels and presentations.
42. The Plaintiff did not, and does not, have any conflicts of interests and his views were welcome as a scientist with deep integrity and independence. He performed the role of sharing his expertise as a public service and not for monetary compensation or gain. His candid and honest discussion of the scientific data gained popularity.
43. On November 25, 2020, the Vice President of Research for the University of Guelph, Dr. Malcolm Campbell, held a meeting with the Plaintiff and two of his close faculty colleagues, and warned the Plaintiff to censor his speech on COVID-19 matters and withdraw from public appearances altogether. This caused the Plaintiff mental anguish because he had performed this duty as a public servant, on request, to inform the public on matters within his field of expertise, but he was socially

and professionally chastised. Campbell did not give any reasons for his purported dictate which was not in keeping with academic freedom.

44. On November 27, 2020, the Plaintiff was invited by Dr. Forbes of the Public Health Agency of Canada to apply to join the National Advisory Committee on Immunization (NACI) as a volunteer to provide the Government of Canada with his scientific expertise on viral immunology on the COVID-19 vaccines and anti-bodies. NACI did not, and still does not, have a voting member with a specialization in virology and immunology, like the Plaintiff.
45. On December 1, 2020, CTV National News, interviewed the Plaintiff for an episode of W5, where the Plaintiff expressed concerns about the short research timelines in the development of COVID-19 vaccines, which had moved into human clinical trials at that time.
46. During the interview, the Plaintiff indicated:
- (a) That he is a vaccinologist and therefore could not be, and was not “anti-vaccination”;
 - (b) That he believes that vaccines are valuable for society and that, in fact, the Plaintiff’s career depends on vaccine development; and
 - (c) That he was concerned about the duration of immunity, where, if the vaccination did not have a sufficient duration, that the populations who were vaccinated first would lose their immunity while other populations were still being vaccinated, and therefore there would be insufficient immunity, leading to the virus spreading again through the initially vaccinated people.

These concerns are true, as the COVID-19 vaccines are now understood to lose their effectiveness very quickly (90 days or so).

47. On December 9, 2020, Health Canada issued emergency authorization of the Pfizer-BioNTech vaccine, with the rollout efforts beginning on December 14, 2020. The agency later authorized the Moderna vaccine on December 23, 2020.
48. On January 2, 2021, the CTV media interview of the Plaintiff on W5 episode was televised nationally. This high-profile interview gained national and international attention.
49. On January 15, 2021, the Plaintiff was a keynote speaker at the Dalla Lana School of Public Health, “COVID-19 Panel Discussion: A Vaccine Recovery”. He was invited by the Infectious Disease Working Group of the Dalla Lana School of public Health to be part of a panel discussing COVID-19 vaccines.
50. The panel discussion was open to the public and recorded. The Plaintiff provided candid discussions about some of his concerns with respect to the vaccines, which were then in development and, still in clinical trials. Ninety percent (90%) of all questions to the panel, from the public, were directed to the Plaintiff. The public interest in the Plaintiff’s presentation was overwhelming.
51. On February 26, 2021, Health Canada authorized the Oxford–AstraZeneca vaccine for use, until its discontinuance on March 29, 2021, for ages 55 and under, for concerns over blood clots, which concerns about blood clots the Plaintiff had first raised on August 17, 2020.
52. On March 3, 2021, the Plaintiff co-authored a letter with his immunology and virology colleagues to University of Guelph President, the Defendant, Yates and the Provost, Dr. Chapman, to provide recommendations and to assist in developing a plan for in-person learning to restart again in the Fall 2021.

53. On March 5, 2021, a similar version of the letter was also sent to the Medical Officer of Health for Wellington-Dufferin-Guelph Public Health. On March 16, 2021, the letter was published as an “open letter” to the public.
54. On March 11, 2021, the Plaintiff, along with other senior immunologists at the University of Guelph, met with Dr. Cate Dewey, Vice-President Academic, to discuss the University of Guelph’s position on vaccine mandates. At this meeting Dr. Dewey indicated that she was aware of the Plaintiff’s concerns about the COVID-19 vaccines and would not support mandatory vaccination at the University of Guelph. The University confirmed it had consulted with a lawyer advising against mandatory vaccination. Furthermore, the University had created a system to allow students to report any concerns with respect to vaccine coercion. (However, eventually, on September 24, 2021, the University of Guelph implemented a mandatory COVID-19 vaccination policy, contrary to the March 11, 2021 assertions, and barred unvaccinated students and faculty members from attending campus).
55. On March 23, 2021, the Plaintiff co-authored an open letter with his University of Guelph immunology colleagues, Drs. Bonnie Mallard and Niel Karrow, setting out the safety and efficacy consensus of “COVID-19 vaccines,” which had been authorized by Health Canada for interim emergency use and not approved. This letter was widely circulated, nationally and internationally.
56. On April 15, 2021, the Defendant, Weese, criticized the Plaintiff for the public statements he was making. Weese attempted to intimidate the Plaintiff at the monthly Pathobiology Department meeting, by telling him to curtail his discussions and that the Plaintiff and another colleague “needed to be careful about [their] messaging to the public”.
57. On May 27, 2021, the Plaintiff was interviewed by Global News correspondent Alex Pierson on the program “On Point.” The Plaintiff gave honest and unbiased answers, supported by multiple

peer-reviewed scientific papers. However, due to the time constraints of a nine (9) minute radio interview, the Plaintiff could not provide citations, references and quotes from his review of the research, during the aired interview, to refer to the evidence underpinning his oral assertions, conclusions and opinions. The three salient points the Plaintiff discussed in that interview are accepted principles in the peer-reviewed scientific literature.

58. Immediately following the ‘On Point’ interview, the Defendants, Pyle, Weese, and Fisman, began a targeted and vicious campaign of personal attacks and harassment aimed at the Plaintiff, over social media, in order to label the Plaintiff, a career vaccinologist, as an “anti-vaxx-er” and disseminator of “misinformation”, in order to silence and discredit him. However, the Defendants, Weese, Pyle and, Fisman, did not identify any false information in the interview.
59. Email(s) from Fisman, to Pyle and Weese clearly manifest a conspiracy hatched and instigated by Fisman ,agreeing with Pyle and Weese to destroying the Plaintiff’s reputation and work.
60. Since May 27, 2021, after every interview, speech or article written by the Plaintiff, the Defendants, Weese, Pyle, and Fisman would immediately post over social media, labelling him as providing “misinformation”, and/or seeking to discredit the Plaintiff as an individual who provides “misinformation” . None of these Defendants, are themselves vaccinologists and viral immunologists. The Defendants, Weese, Pyle, and Fisman failed to identify any false information and distorted, misstated, and mischaracterized the Plaintiff’s claims in order to lower his reputation and character as a vaccinologist and viral immunologist.
61. The Plaintiff has always demonstrated his desire to discuss and debate his scientific claims openly with these three (3) Defendants in particular, and others, and has invited those who

disagree with him to do so. These three (3) Defendants' conduct, however, is fundamentally removed from this type of scientific discourse, but simply aimed at personal, baseless, malicious attacks damaging the Plaintiff.

62. Importantly, the three (3) Defendants', Weese, Pyle, Fisman's personal attacks on the Plaintiff were deliberately made so that he would have no knowledge of their conduct given that he did not, and does not, operate on social media platforms. The Plaintiff only learned about these three Defendants' attack through third parties.
63. These three Defendants, Fisman, Pyle and Weese knew, or ought to have known, that the Plaintiff did not and does not have any social media accounts, including on Twitter, and that the Plaintiff was therefore unable to either participate in or defend himself against attacks on his credibility and expertise on social media.
64. In addition to tweets insulting the Plaintiff directly, Pyle, Weese, and Fisman, in their social media posts on Twitter, directed people to a false website, which had been falsely created in the Plaintiff's name, "byrambridle.com", which website was created on May 28th, 2021, within twenty-four (24) hours of the OnPoint Interview. This website's sole purpose was, and continues to be, to impersonate the Plaintiff in order to mock, defame, and damage the Plaintiff.
65. The headline of the website states, next to a large picture of a duck (with the innuendo "quackery"):
- "Byram Bridle is a "viral immunologist who is passionate about improving life"... Albeit not by reducing the spread of covid-19 misinformation".
66. The individuals, Jane or John Does, responsible for creating the website also created a false Twitter Account impersonating the Plaintiff, @ByramBridle, which twitter account also

directly linked to the website byrambridle.com, with the sole purpose of impersonating the Plaintiff in order to mock, discredit, attack, and damage the Plaintiff. For example, in just the first two weeks after it was created, a sample of the @byrambridle fake twitter account's posts were, as follows:

- (a) On May 31, 2021, accusing the Plaintiff of dishonesty by putting out "misinformation" and as a purveyor of "myths", @byrambridle posted, as follows:

Replying to @DFisman,

And here's one more way in which folks everywhere are fighting the kind of misinformation that Dr. Bridle is putting out. @SabiVM made this amazing infographic debunking the myths.

- (b) On June 4, 2021, about @byrambridle account's number of followers:

Well dammit if Not Byram Bridle now has more followers than me. I must be doing something right keeping my message alive! Big pharma will try to silence me but they'll never win! Join my mailing list so big tech doesn't get me either!
<http://byrambridle.com>

- (c) On June 5, 2021, attempting to discredit the Plaintiff's recent interview, @byrambridle posted, as follows:

Thanks for supporting my work! Make sure you go to my website to understand exactly what was said in the interview. This is essential to learning about the efficacy and safety of the vaccine. <http://ByramBridle.com>

- (d) On June 6, about its authorship, in response to another person's tweet stating:

The new <http://byrambridle.com> trolling website has been created with funding from the Public Health Agency of Canada.

@byrambridle posted, as follows:

It hasn't, and there's a disclaimer to that effect there.

If you want to support my work (of which I am the sole author, with some tips from those who have submitted feedback - thx!) you can find me on OnlyFans.

See me strip... away misinformation.

(e) On June 9, 2021, about fact-checks, @byrambridle posted, as follows:

And here comes the cavalry!

Here's a USA today fact check on Bridle's claims:

<https://usatoday.com/story/news/factcheck/2021/06/08/fact-check-proteins-covid-19-vaccines-arent-dangerous-toxins/7505236002/>

And here's a PolitiFact fact check on the same claims:

<https://politiFact.com/factchecks/2021/jun/07/facebook-posts/no-proof-researcher-claim-covid-19-vaccines-spike-/>

(f) On June 13, 2021, @byrambridle posted, as follows:

But why doesn't the media share our stories!! Oh yea, cause they're not yours, and you continuously misrepresent things until you become a joke.

(g) On June 14th, 2022, claiming it is allowed to impersonate the Plaintiff, @byrambridle posted, as follows:

I know reading comprehension isn't generally anti-vaxxer's strong suit, but here are the impersonation rules.

What one am I breaking?

[help.twitter.com- Misleading and deceptive identities policy](https://help.twitter.com/misleading-and-deceptive-identities-policy)

The Plaintiff states that these statements, and other statements quoted in the within Statement of Claim, are statements in furtherance of the conspiracy entered into, and perpetuated by Fisman, Pyle, and Weese.

67. If a person searches for Byram Bridle on the internet, they will be directed to this website, which website appears at first glance to be a website owned by the Plaintiff. If a person searches for Byram Bridle on social media, they are presented with this fake twitter account, which at first appears to be Dr. Byram Bridle's Twitter account. Both the website and the twitter platform use the reader's expectation that they are viewing a platform operated by the Plaintiff to draw readers seeking information in the expertise of the Plaintiff to discredit and smear him instead, for example:

(a) the @byrambridle account states, on June 15, 2021:

If you're here for the Bridle interview, head to <http://byrambridle.com>

But let's explore the vaccine disinformation campaign, featuring Peter McCullough, a prominent figure in the anti-vaccine movement. You'll recognize him from Tucker Carlson's & Laura Ingraham's shows...

(b) on September 23, 2022, the @byrambridle account states:

A reminder, because I've had an influx of new followers. Go. Get. Vaccinated. If you followed this account thinking I don't approve of the vaccines, maybe you should consider how easily you were mistaken (and the implications for your position on vaccination):

68. The Defendants, Fisman, Pyle, and Weese, knowingly, irresponsibly and intentionally reference this fake website in their social media posts. The Defendants were aware of the website's existence, almost immediately after the website was created. The false Twitter account @byrambridle.com also repeatedly reposts tweets made by the above Defendants. There was and remains a clear link between these Defendants, Fisman, Pyle, and Weese, and the false website and Twitter account.
69. Fisman, Pyle, and Weese's conduct in participating and promoting the impersonation of the Plaintiff was intended to injure and harm the Plaintiff, which it did.
70. The creation and operation of this website became and continues to be the subject of a police investigation which has hit road blocks due to its sophisticated set-up that crosses and is relayed across several countries and a few different continents.
71. On or about May 29th, 2021, the day after the website's creation, Pyle stated that he was in contact with and therefore was aware of the identity of the website's (and Twitter account's) creator. In response to another user's suggestion that a hacker had made the website, Pyle responded:

“It’s not a hacker. The person who made it has contacted me. They are a scientist.”

When the other user responded by stating that creating a fake twitter account about a colleague was “embarrassing and unprofessional”, Pyle further alluded to details about the identity of the website/fake account creator:

“They [the creator of the website/twitter account] are not a colleague. I don’t say that to be dismissive, just to clarify that this is not someone who is at the same level & has legitimate reason to fear retribution. You are certainly entitled to your opinion on the website & I’m not here to change anyone’s mind on that...”

72. The Defendant, Pyle, deleted these posts to conceal the fact that he knows the identity of the impersonator when confronted with his knowledge of materials facts about the website and fake twitter account’s creation separate and apart from the admission that he has knowledge of the creator on social media. Pyle also confided to several of his faculty colleagues including the Defendant, Greer, by email, that he know the creator of the impersonating accounts. Pyle now falsely claims that he has no knowledge of the website’s or twitter account’s creation or creator(s).

73. The Defendants’, Fisman, Pyle, and Weese’s conduct acting together was directed towards the Plaintiff and constituted social media harassment, and furthering the conspiracy to harm the Plaintiff, as follows:

(a) On May 29th, 2021, Fisman’s Twitter account, @DFisman, posted the following

“I’ve had questions over the past 48h about vaccine safety concerns aired Dr Bryam Bridle at @UofGuelphOAC in some recent interviews. I don’t know Dr Bridle but he’s a legit immunologist. Some claims, however, are not data based, and are answered here: byrambridle.com”

....”

(b) On May 29th, 2021, Glen Pyle also posted the following tweets attempting to disparage the Plaintiff's claims made during a nine (9) minute interview, where Pyle mischaracterises the Plaintiff's statements and cites the wrong papers in order to discredit the Plaintiff. For example, Pyle tweets:

“The paper Byram cited doesn't support his claim. That's pretty telling that a study cited to support his claims actually goes against those claims.”

In the tweet, Pyle irresponsibly cites a completely different study than the study Dr. Bridle referred to in his interview.

(c) On May 28th, 2021, in a response to a Twitter user discussing the Plaintiff's OnPoint Interview, where the user posted, the following:

From Late Last Night: Mechanism of injury explained by Canadian Prof Dr. Byram Bridle at University of Guelph. Includes description of spike protein damage and mobility (including passing through breast milk to cause GI bleeding in infant).

Glen Pyle responded over Twitter:

...“No, this is a hypothesis, and nothing is reviewed or published. A few points:

1. Claims the first access to biodistribution studies. In fact EMA reported these data last year & updated in Feb 2021. (ema.europa.eu/en/documents/a...)....”

In making these tweets, Pyle owed the Plaintiff a duty of care and knew, or ought to have known, that Dr. Bridle could not cite or quote from his scientific references in a nine-minute oral radio interview. Pyle was irresponsible and reckless since he further was not aware of which paper the Plaintiff was referring to and did not make any attempts to apprise himself as to which paper the Plaintiff was referring to, both prior to and after his posts. Pyle failed to notify or speak with the Plaintiff about his concerns, or

ask which study the Plaintiff was referring to, prior to posting remarks he knew were inapplicable, which harmed the Plaintiff's expertise and qualifications, and which did not promote any debate or discussion. Pyle also emailed other faculty members at the Ontario Veterinary College telling them not to respond to the Plaintiff and to ignore him causing the Plaintiff to be further isolated and suffer harm.

(d) On May 30th, 2021, Fisman, through his Twitter account, @DFisman, posted a tweet requesting that his followers follow @glenpyle, and refers to the Plaintiff as a prevaricator:

"An excellent follow for good immune science from @UofGuelphOAC is Dr @glenpyle, who has addressed some of the misinformation in his own tweets,"

[and here Fisman reposted Pyle's tweet below:

"The paper Byram cited doesn't support his claim. That's pretty telling that a study cited to support his claims actually goes against those claims."

And etc.]

(e) On May 30th, 2021, Weese, from his Twitter account @weese_scott, replied, on May 30th, 2021, as follows:

"It's tough but misinformation has to be challenged. More misinformation and confusion during a pandemic are dangerous and causing harm."

74. The Plaintiff states, and the fact is, that all the above-noted posts to, and from, and through these fake cites, are statements made in furtherance of the Defendants', Fisman's, Pyle's, and Weese's conspiracy to injure the Plaintiff, and harass him online.
75. On May 29, 2021, upon becoming informed by concerned colleagues and students at the University, the Plaintiff immediately brought the fake Twitter account and website to the

attention of the University of Guelph and informed the University of Guelph, through the Defendant Wichtel, that he was being personally targeted by the creation of this fake website and the Defendants Pyle and Weese were, along with Fisman, promoting fraudulent and impersonating internet forum attacking his credibility and expertise, causing him harm. The Plaintiff further indicated in the email to his colleagues that the online harassment was causing him to fear for his safety as well.

76. The Defendant, Wichtel, as his Dean, owed the Plaintiff a duty of care to investigate the information, and in particular Pyle's role and conduct in harming his reputation and character as a scientist and vaccinologist.
77. The Defendant, Wichtel, refused to investigate, assist or intervene in any manner whatsoever to stop the harassment.
78. The Plaintiff states, and the fact is that, at this point the Defendant Wichtel, by his refusals, and green light to Weese and Pyle to continue with the harassment and conspiracy, joined the already on-going conspiracy along with Fisman, Pyle and Weese to injure the Plaintiff.
79. On May 30, 2021, Pyle emailed a response to the Plaintiff, copying Wichtel, falsely claiming that he had no knowledge of the website.
80. On May 30, 2021, the Plaintiff requested the three Defendants, all academics, discuss and debate scientific disagreements with him directly, instead of posting comments claiming he is a liar, or purveyor of lies on social media covertly. None responded and failed to identify a false utterance.

81. On May 31st, 2021, the Plaintiff became aware that the Defendant, Weese, continued to conspire with Fisman and Pyle in accusing him of falsifying science on social media. The Plaintiff wrote to Weese directly over email, while copying the Defendant, Wichtel. The Plaintiff asked Weese to set out what information he was accusing the Plaintiff of distorting as “misinformation” and provide him with the scientific evidence supporting Weese’s claim that the Plaintiff was falsifying information. The Plaintiff attached scientific publications in defence of his statements as truthful and accurate and invited Weese to respond and debate with him about the science. Weese failed to respond to the Plaintiff or identify a false utterance.
82. The fake byrambridle.com website, along with the fake twitter account @byrambridle, have remained live and are both extremely active from the date of creation until the present date. The Twitter account, @ByramBridle has tweeted over 1434 tweets as of October 1, 2022, all attempting to attack, discredit, and diminish the Plaintiff’s reputation, credentials and expertise, in the eyes of his academic, research and professional communities, the general public, and the world at large.
83. In addition to posting and or promoting the two fake accounts, the Defendants, Pyle, Weese, and Fisman, continued to smear the Plaintiff’s reputation online, hiding behind their social media accounts and refusing to identify any “fake information”. These Defendants continue to refer to the Plaintiff, a vaccinologist, as an “anti-vaxxer,” and who is an eminent scientific researcher, as a purveyor of “misinformation.” These Defendants continue to harass the Plaintiff in order to destroy his position, profession and, standing as a vaccinologist and viral immunologist.
84. On June 2, 2021, the Defendant, Wichtel provided faculty, including the Plaintiff, with a University of Guelph “approved” “official” statement with respect to the Plaintiff’s media engagements, titled “Bridle Response”. The statement reiterates, in general terms, the

- University's objective of dissemination of knowledge, advancement of learning and academic freedom and freedom of expression.
85. Notwithstanding this official statement for all faculty to respond to media inquiries regarding the Plaintiff, the Defendant Fisman, co-conspired with the Defendants, Weese and Pyle to personally malign the Plaintiff as "dangerous" and harass the Plaintiff as a purveyor of "misinformation" to the public at large through social media and to the press. Email(s) from Fisman, and Pyle, dated on or around June 2nd, 2021 to a USA TODAY journalist indicate false statements that the Plaintiff was distorting scientific evidence and that the Plaintiff was part of a "disinformation operation" to shake vaccine confidence, and that the Plaintiff was becoming "more and more" "anti-vaxx." It further promoted the fake website to media and injured the Plaintiff.
86. On June 2, 2021, the Plaintiff filed a workplace harassment report against his academic colleagues, Pyle and Weese, and included the Defendant, Fisman, based on directions and instructions from University of Guelph administration, including the Defendant Wichtel, regarding the three (3) Defendants' social media posts and impersonating website and Twitter account. The Plaintiff requested the complaint to be given high priority.
87. The Plaintiff's June 2, 2021 harassment complaint against the Defendants, Pyle and Weese, set out the full facts and instances of the conspired harassment by the three Defendants, Pyle, Weese, and Fisman.
88. The Defendants, the University of Guelph, Wichtel, and Arnott, failed to respond urgently, or at all, until June 23 2021, at which point they dismissed the complaint entirely without providing any reasons whatsoever. The Plaintiff states, and fact is, that not only is this further

evidence in furtherance of the Defendants' Fisman's, Pyle's, Weese's , and Wichtel's conspiracy against the Plaintiff, but an overt manifestation of Arnott's entry into the conspiracy to harm and destroy the Plaintiff's work, and intention to try to drive him out of the University.

89. Both Wichtel and Arnott owed the Plaintiff a duty of care to respond urgently, and guide and support him in accessing the correct resources and process, which they refused. As a result of the Defendants, Wichtel and Arnott's, refusals to act, inaction and failure, the harassment of the Plaintiff continued unabated. In or around June 2021, the Defendant, Fisman, posted the following tweet:

David Fisman @DFisman

"The website debunking Dr. Bridle's covid-19 vaccine claims has been updated with lots of peer-reviewed science that attests to the safety of vaccines.

Byrambridle.com

And for those who think I made or organized this website: nope. But grateful to the scientists who did."

David Fisman @DFisman

"A friend indicates that Dr Bridle's interview caused his parents to cancel their vaccine appointments. This is not ok."

Again, statements in furtherance of their conspiracy, and continuance of their on-line harassment. The Plaintiff states, and re-iterates, that all social media posts extracted in the within Statement of Claim are statements pled as statements in furtherance of the Defendants' conspiracy and on-line harassment against the Plaintiff.

90. On June 12 and 14, 2021, as the Defendants continued to attack the Plaintiff over social media, the Plaintiff sent emails to the Defendants Pyle, Weese and Fisman to again request that they

debate with him directly, provide him with proof of false information, and cease attacking him behind his back. However, the Defendants chose not to respond, or identify any falsehoods.

91. On June 14, 2021, the Plaintiff emailed Pyle, Weese and Fisman documents written by the inventor of mRNA vaccine technology, Dr. Robert Malone, corroborating the Plaintiff's statements, to disabuse the Defendants of the notion that the Plaintiff was making false claims about COVID-19 vaccines. These three Defendants refused to respond to the Plaintiff, and instead contrived, and conspired, and continued to further smear and harass the Plaintiff.
92. On June 15, 2021, the Plaintiff published the "Covid-19 Vaccines and Children: A Scientist's Guide for Parents". This report was produced in response to overwhelming number of requests to the Plaintiff, from members of the public, for detailed references to scientific data and the most current independent research on COVID-19 variants due to his expertise. The Plaintiff specifically sent his publication to the Defendants, Weese, Pyle, and Fisman's attention as well as many other University of Guelph faculty. The Defendants were made aware of the scientific underpinnings relied on by the Plaintiff were not false or misleading. The Defendants Pyle, Weese, and Fisman, did not refute or identify any false information in the report. In forwarding this report, the Plaintiff asked the Defendants to review the guide, and specifically again wrote that he was open to discussion of this research.
93. That same day, on June 15, 2021, the Defendant Weese, responded to another person discussing the Plaintiff's report "COVID-19 Vaccines and Children: A Scientists Guide for Parents" on Twitter. Weese responded by posting an image of a man shovelling manure along with the following text:

"spreading it...[picture of shovelling manure]"

In doing so, the Defendant Weese smeared the Plaintiff, by innuendo, as a “bullshitter,” again a statement in furtherance of the conspiracy and online harassment against the Plaintiff.

94. On June 17, 2021, the Plaintiff was invited to speak at a news conference in the Press Gallery of Parliament Hill. Immediately after the News conference, the Defendant Weese, posted on Twitter:

“An[sic] far right politician, anti-vaxxer and guy who compared public health measures to the Holocaust walk into a press room...

I wish there was an actual joke in there. The real story’s too sad/frustrating/maddening
Misinformation kills. We need to address and remember that.

Again, a statement made in furtherance of the Defendants’ conspiracy and online harassment.

95. The Defendant Weese publicly refers to the Plaintiff, who is a vaccinologist, and whose research and program, and publication record focuses on vaccine development, as an “Anti-vaxxer,” purveyor of false information and “killer.”
96. The Plaintiff claims, and the fact is, that the Defendant Weese, has continued to attack and on-line harass the Plaintiff personally on Twitter, as follows:

- (a) On June 21st, 2021

Rachel Green @4bbhb • Jun 20, 2021

Replying to @MDinCanada

“Shame on the #cpso for not investigating @dfisman for harassing and bullying Dr Byram Bridle, and the sharing of confidential medical information his parents”

Diana C #TrudeauMustGo @diana_c2021 • Jun 20, 2021

Replying to @MDinCanada @4bbhb and @DFisman

“Here’s website and account discrediting Bridle that Fisman tweets about and RTs. Proof that personal info was released about his parents seems to have been disclosed by Bridle in the recent opac conference organized by Derek Sloan. He did not name names...”

J Scott Weese (@weese_scott)

Replying to @diana_c2021 @4bbhb and @DFisman

“It seems like Bridle (surprise, surprise) misinterpreted a comment and (surprise, surprise) continues to spew misinformation about it.

I’ve seen nothing supporting it and how would the person he’s accusing have access to Bridle’s parents’ info?

Just more misdirection.

6:41 AM • Jun 21, 2021 • Twitter Web App

Again, statements made in the furtherance of the Defendants’ conspiracy and online harassment.

97. On June 22, 2021, the Plaintiff, once again, sought to end the harassment and the harmful allegations made by Weese about him on social media via an email request to his academic colleagues, including the Defendants, Weese and Pyle, and proposed a manner of engaging on public interest issues which would be respectful and not harmful to his personal reputation and profession.
98. On June 23, 2021, the Plaintiff provided a request from an internationally renowned scientist and the inventor of mRNA, Dr. Robert Malone, to the Defendant Wichtel, and the Defendants, Weese and Pyle for the University to end the harassment of the Plaintiff and, which request fully supported the Plaintiff’s scientific assertions as sound.
99. The Defendants, Arnott, Wichtel, Weese, and Pyle were thus aware and had knowledge of this letter, and were also aware, or ought to have been aware of how their actions and inactions injured the Plaintiff and harmed his expertise. The Defendants, Arnott and Wichtel, were aware

that the Plaintiff's harassment was apparent and obvious to all who viewed/read the comments both inside and outside of the University.

100. Notwithstanding this fact, on June 23, 2021, the Defendants Wichtel and Arnott having refused to investigate the Plaintiff's concerns, instead dismissed the Plaintiff's workplace harassment complaint against the Defendants, Fisman, Pyle, and Weese as "frivolous" summarily and verbally with no written reasons or decision, as being outside the scope of the jurisdiction of the collective bargaining agreement because the online harassment was taking place outside the campus grounds. The Defendant Wichtel, in verbally dismissing the Plaintiff's complaint, feigningly suggested to the Plaintiff that the Plaintiff engage in "open discussions" directly with the Defendants, Pyle and Weese, as the only way left to deal with them. This, notwithstanding the numerous attempts to do so, by the Plaintiff, had fallen on deaf ears and knowing that this foreseeably would cause the Plaintiff more harm and injury and/or escalate the disagreements within the Faculty. The Plaintiff again states that these actions by these Defendants were in furtherance of their conspiracy to harm the Plaintiff.
101. As a result of the dismissal of his complaint and request for formal resolution, the Plaintiff again requested the Defendants Pyle and Weese, engage with him to solve and end the ongoing harassment. This onus of engaging in "open discussions" was placed on the Plaintiff by the University of Guelph, through Wichtel, and Arnott. Following the dismissal of the Plaintiff's complaint, the Plaintiff pursued a criminal complaint against Weese and Pyle.
102. On June 24, 2021, a peer-reviewed scientific paper was published¹ that independently drew very similar conclusions to those drawn by the Plaintiff, months earlier. The Plaintiff's Guide

¹ Citation: Walach, H.; Klement, R.J.; Ankoma, W. The Safety of COVID-19 Vaccinations—We Should Rethink the Policy. *Vaccines* 2021, 9, 693. <https://doi.org/10.3390/vaccines9070693>

therefore outlined the scientific basis for the US-FDA caution of risks posed to children and adding warnings to the labels for the Pfizer and Moderna vaccines regarding the association with myocarditis (inflammation of the heart) and pericarditis (inflammation of the sack surrounding the heart). The relevant text is:

Today, the FDA is announcing revisions to the patient and provider fact sheets for the Moderna and Pfizer-BioNTech COVID-19 vaccines regarding the suggested increased risks of myocarditis (inflammation of the heart muscle) and pericarditis (inflammation of the tissue surrounding the heart) following vaccination. For each vaccine, the Fact Sheet for Healthcare Providers Administering Vaccine (Vaccination Providers) has been revised to include a warning about myocarditis and pericarditis and the Fact Sheet for Recipients and Caregivers has been revised to include information about myocarditis and pericarditis.²

103. On June 24, 2021 the Plaintiff formally invited the Defendant Weese and Pyle to publicly discuss the issue of COVID-19 vaccines for children instead of personally attacking him on Twitter in light of his new publications. The Defendants, Wichtel and Pyle, refused to respond, retract or apologize.
104. The Defendant Wichtel contributed to the escalation of the conflict between the Plaintiff and the Defendants, Weese and Pyle, by placing the onus of conflict resolution on the Plaintiff, and paying 'lip service' to academic freedom. The Defendant Wichtel contradictedly sided and collaborated with the Defendants Pyle and Weese, and prohibited the Plaintiff from contacting these two Defendants through email, which was the only medium open to the Plaintiff.
105. The Plaintiff has never mentioned the names of, or personally attacked, the Defendants, Weese, Pyle, or Fisman, in a public forum. He has always maintained the position of open discussion of

²): <https://www.fda.gov/news-events/press-announcements/coronavirus-covid-19-update-june-25-2021>

science, even in the face of their continued personal attacks to his name, qualifications and expertise.

106. The Defendants', Fisman's, Weese's and Pyle's posts reached members of the University, as well as members of the general public through the world wide web. The University permitted a malicious, castigating, and reckless double-standard to apply, in which the Defendants, Pyle and Weese, could continue to smear the Plaintiff unabated to the public at large, but the Plaintiff was to immediately cease and desist the only avenue of direct electronic communication while being directed to solve the issue through "open discussion." The Plaintiff states that this conduct, by Wichtel was in furtherance of the conspiracy against the Plaintiff, and online harassment against him..
107. Furthermore, as a result of banning the Plaintiff from emailing the Defendants, Weese and Pyle, the Defendant, Wichtel, further knew, or ought to have known that prohibiting email communication would result in the continuation of a one-sided and ongoing personal attack against the Plaintiff on social media by the Defendants, Weese and Pyle, aiding, abetting, and co-conspiring with the harassment against the Plaintiff.
108. The Plaintiff pointed out this unfair treatment and collusion between the Defendants in an email to Wichtel on June 24, 2021.
109. The Defendants, Wichtel together with Arnott thus, collaborated, colluded and co-conspired with the Defendants, Weese and Pyle, to harm the Plaintiff. The University's actions and inactions through Wichtel and Arnott emboldened the Defendants Weese and Pyle to continue to injure the Plaintiff, and thus knowingly, conspire to cause him harm and to conscript other University of Guelph faculty to join in the harassment, and injuring of the Plaintiff.

110. On or around June 30, 2021, the Municipal Police commenced a criminal investigation of the fake website and Twitter accounts impersonating and damaging the Plaintiff. The Municipal Police required and requested the collaboration and cooperation of the University of Guelph Campus police to do so. While the investigation was ongoing, the Defendant, Arnott interfered with and re-directed the inquiries, with respect to criminal investigation between Guelph University Police and the Municipal Police, to herself under the pretext of Human Resources.
111. On July 6, 2021, notwithstanding the “Official June 2, 2022 University Statement on Dr. Bridle” the Defendants Greer, Bienzle, Weese, and Pyle, co-authored an open letter and solicited seventy-six (76) other faculty to sign it, some under pressure. These Defendants are the Plaintiff’s academic contemporaries, co-faculty at the University of Guelph, and owed the Plaintiff a duty of care. The Defendant Peregrine, in particular, has historically relied upon, benefited from and deferred to the viral immunology expertise of the Plaintiff. The letter personally attacks the Plaintiff’s credibility and expertise in viral immunology and accuses the Plaintiff of deception and falsification as a vaccinologist and scientist. The Plaintiff states, and fact is, that this was the first overt manifestation of the Defendants Greer, Bienzle, and Peregrine’s joining the conspiracy against the Plaintiff in knowingly causing injury through false statements and accusations, to damage the Plaintiff’s work and career. These Defendants acted in furtherance of an agreement to injure the Plaintiff and was directed to the Plaintiff.
112. The July 6, 2021 letter was posted on-line, published both inside and outside the University of Guelph, circulated widely on the internet by the Defendants Greer, Weese, Bienzle, Peregrine and Pyle, and the Defendant Fisman, who conspired to harm the Plaintiff.
113. The July 6, 2021 letter, caused the Plaintiff to suffer harassment and harm to his standing, profession and research, both on campus and off campus, as a viral immunologist, vaccinologist

and expert in his field as evidenced by the reliance of the letter in court proceedings to discredit the Plaintiff's expertise and cause harm to his reputation.

114. The Defendants' harassment of the Plaintiff and damage to him was apparent to the wider Canadian community. Scientists requested that the University of Guelph, and the co-conspirator Defendants, cease their conduct intended to silence the Plaintiff, cause him harm, and push to remove him from campus.
115. Due to the Defendants', Wichtel's and Amott's decision and, complicity in allowing the on-line harassment of the Plaintiff to continue unabated and escalate, and further to permit the Defendant faculty members, instigated by Greer to malign the Plaintiff, his life at the University became increasingly toxic and harmful. In an effort to resolve the toxic relationships in his immediate work environment, being his lab and office at the Pathobiology Department, prior to the commencement of the academic teaching team, the Plaintiff invited some of the drafters and signatories of the July 6, 2021 open letter to meet with him at his campus office, and provide them with evidence of his position, which they harmfully and generally claimed was false and inaccurate.
116. On July 20, 2021, the Plaintiff provided four of his departmental colleagues, with offices in the same building, including the Defendants, Peregrine and Bienzle, with a document package consisting of articles, from government sources, as evidence to demonstrate to the Defendant signatories that he was not a prevaricator or "spreading misinformation" regarding "COVID-19 vaccines" for children, in order for them to retract the damaging and harmful July 6, 2021 open letter. He also provided the same package to the Defendants Weese and Greer whose offices were not in the Pathobiology building. The three articles the Plaintiff presented to his colleagues were as follows:

- (i) **Headline from U.K. newspaper “The Telegraph”, dated July 19, 2021:**

“Covid vaccines on hold for most children amid fears they could trigger heart conditions”

“Joint Committee on Vaccination and Immunisation says small risks from virus do not outweigh potential risks from vaccines”

- (ii) **Press Release Publication from Public Health England, JCVI issues advice on COVID-19 vaccination of children and young people, dated July 19, 2021:**

“As evidence shows that COVID-19 rarely causes severe disease in children without underlying health conditions, at this time the JCVI’s view is that the minimal health benefits of offering universal COVID-19 vaccination to children do not outweigh the potential risks.”

- (iii) **Publication of the “Royal College of Pediatrician and Child Health,” dated July 19, 2021:**

“The JCVI advice reiterates what the evidence tells us - that most children are at minimal risk of being made seriously ill by COVID. Having looked at the available national and international data, the Committee has weighed in the balance the benefit to children over 12 of being vaccinated, against the very small but important risk of potential side effects from the vaccine. They have decided that for children who are otherwise healthy, the risk is not outweighed by the benefit.”

117. The Plaintiff chose references to governmental policy as a point to initiate discussion on the science of which he had expertise and included a personal covering note accompanying this document package. The personal note stated:

“Are you sure that you are on the right side of history? My door is always open if you would like to chat about the science instead of making false assumption about my intentions and expertise. My foresight is based on following the science. I genuinely care about the health and well-being of children. Immature behaviour is unbecoming of a professional. I have been deeply hurt by your profound disrespect. Byram”

118. The Plaintiff delivered the document package by leaving a copy **under the office doors** of the Defendants, Greer, Biczle, and Peregrine, and two other faculty members within the

- Department of Pathobiology, and in the departmental mailbox of the Defendant Weese, well after regular office hours.
119. Upon receipt of this note and documents, the Defendants, Weese, Pyle, Peregrine, Bienzle, and Greer, turned the Plaintiff's harassment allegation against them, into an opportunity to remove the Plaintiff from campus. These five (5) Defendants entered into an agreement to falsely characterize the above personal note, and invitation to talk they received on July 21, 2021, as well as the Plaintiff's presence, as "threatening."
120. By email, on July 21, 2021, the Defendants Bienzle, Pyle, Peregrine, Weese and Greer entered into an agreement and conspired with one another, plotting to portray the Plaintiff's gesture to resolve the alleged scientific disagreements which the Defendants, Wichtel and Arnott, had allowed to become personal and acrimonious, into a "threat to their physical safety" to effect his removal from campus.
121. On Wednesday July 21, 2021, by email, the Defendant Pyle, encouraged by the Defendants, Weese, Greer and Bienzle, distorted, fabricated, and exaggerated the Plaintiff's efforts by involving campus police.
122. Emails between these Defendants, dated July 21, 2021 and July 22, 2021 manifest concrete evidence that the Defendants communicated this intent, with each other, both over the phone and through email correspondence. Instigated by Weese, the Defendants Pyle, Greer, Peregrine and Bienzle planned to file multiple and separate criminal complaints with the University of Guelph's Campus Police, prior to and contemporaneous with any actual encounter with the Plaintiff.
123. In furtherance of this plan, on the morning of July 22, 2021, before she saw the Plaintiff, Bienzle emailed Campus Police a harassment complaint against the Plaintiff on the pretext that

she received the above documentary package and a “threatening note”, referring to the cover note described above, under her door. The Plaintiff was unaware that Bienzle had complained to Campus Police prior to seeing her in his office space.

124. On July 22, 2021, after emailing Campus Police, when Bienzle and Peregrine saw the Plaintiff in his office building, seized the opportunity to fabricate a physical threat and safety risk when the Plaintiff asked them if they had read his report, or, the articles that he had left under their doors. Both Defendants acted as if they were under physical attack by slamming the office door on the Plaintiff and barricading themselves in the office while simultaneously recording an emergency call to the Campus Police unnecessarily causing a commotion. Students present in the building questioned why it was necessary for the Plaintiff to speak to the Defendants, Bienzle and Peregrine through the closed door, instead of by email, unaware that the Plaintiff was prohibited from sending an email by the Defendant, co-conspirator, Wichtel.
125. When two Campus Police officers attended the building, Bienzle and Peregrine fabricated allegations that the Plaintiff physically threatened them and was a risk to their safety in the Pathobiology office building as per the plan made with their co-conspirators, Weese and Pyle. Constable Beckmann interviewed the Defendants Bienzle and Peregrine. The Plaintiff was interviewed by Sargent O’Connell. During his interview the Plaintiff described in detail the on-line and workplace harassment he endured since May 2021 from the Defendants Pyle and Weese, which culminated in the harmful July 6, 2021 letter being circulated widely by them and the Defendant’s Bienzle, and Peregrine and Greer. The Campus Police officers made contemporaneous notes of these interviews.
126. Both officers concluded the Plaintiff did not pose a safety risk or threat to anyone in the Pathobiology building and the Plaintiff could remain and resume his work in the building. The

officers, upon concluding that the situation was “safe,” left the Plaintiff to remain at his office, immediately after the incident, to carry on in the Pathobiology lab and in his office. The Campus Police then proceeded to investigate the Defendants, Pyle and Weese after being apprised by the Plaintiff of the full historical context of their on-line harassment and personal attacks on his expertise on vaccines.

127. The Defendants, Weese, Bienzle, Pyle, and Peregrine, not satisfied with the failure of their scheme to frame the Plaintiff’s physical presence in the Pathobiology building as a threat to their safety and a form of personal harassment in order to remove him from campus, entered into an overlapping conspiracy with the Defendants, Wichtel and Arnott, to falsely allege “workplace harassment.” The “workplace harassment” is based on the exact same facts, incidents, and allegations. In substance it is exactly the same, but in form it is a different process to achieve the same end which was to remove the Plaintiff from his office, lab, and the campus.
128. The Defendants, Arnott and Wichtel, as manifested from email correspondence, subsequently interfered with, and terminated the Campus Police’s investigation into the Plaintiff’s allegations of harassment against the Defendants Pyle and Weese together with the harassment complaints reported to them by Pyle, Peregrine, and Bienzle. The Campus Police Report states that the University administration ended the Campus Police investigation. The Defendant, Arnott instead commenced a private, one-sided investigation, under the pretext of “workplace harassment” on July 22, 2021. The Defendants, Wichtel and Arnott, colluded and conspired with the Defendants Pyle, Peregrine, Bienzle, Weese, and Greer, to isolate, and banish the Plaintiff from campus resulting in harm to his research and reputation as an expert vaccinologist.
129. The Defendants, Wichtel and Arnott, further knew that the Defendants, Greer, Pyle, Peregrine, Weese, and Bienzle, had and continued to harass the Plaintiff at the University, and also online,

and to the public at large through the letter dated July 6, 2021, describing the Plaintiff as a falsifier and liar on the scientific area of his expertise, over which the Defendants had no expertise.

130. The University of Guelph, particularly Wichtel and Arnott, engaged in a distorted and biased acceptance of the Defendants' claims of "harassment", while abusing their power to dismiss the Plaintiff's own, much stronger, harassment claim, entirely, and with no reasons. The false allegations of threats (of violence and to safety) set out in their own emails to Wichtel, by the Defendants, Pyle, Bienzle and Peregrine, was criminal in nature (threat to physical and psychological safety) and lacked statutory authority.
131. On Friday July 23, 2021, the Defendants, Wichtel and Arnott engaged in an abuse of public office and an abuse of their authority and powers as University administrators to prohibit the Plaintiff from attending his research lab, office and the University campus by falsely labelling the Plaintiff as a "real and present danger" to the University community and/or property, without any evidence, or without providing reasons, in order to nullify the decision of Campus Police officers to permit the Plaintiff to remain in his office, lab and on University property. This decision, to prohibit the Plaintiff from continuing to conduct research at his lab by illegally invoking an "interim measure" was intended to injure the Plaintiff. The Defendant, Wichtel, took less than a few hours to endorse the Defendants', Pyle, Bienzle, and Peregrine's plan to remove the Plaintiff on the basis of a spurious "harassment" claim, while he took 21 days before responding to, and summarily dismissing, the Plaintiff's harassment claim against Weese and Pyle, as a further abuse of his public office.
132. The Defendant, Wichtel, in prohibiting the Plaintiff from attending University Property, acted maliciously with the knowledge that the Plaintiff's work is the most lab research intensive of all

the departments. Wichtel's conduct lacked authority and interfered with the Plaintiff's professional, academic and research obligations and rendered him unable to complete his work in a remote capacity. The Defendant, Wichtel, knew that the Plaintiff was and is the only person on campus who could perform some of the procedures required to be completed in person, for the animal-based experiments at his lab. The Defendant, Wichtel, further aggravated this injury because he knew the importance of the Plaintiff's access to his lab in July up to December 2021, in particular. The Plaintiff's research was immeasurably damaged by the decision. As a result of his removal from the University, the Plaintiff lost control over the materials necessary to continue his research and development of the COVID-19 vaccines and irreparably harmed his research and collaboration with funders and other researchers.

133. The Plaintiff states, and fact is, that the Investigation, conducted from July 22, 2021 to November 6, 2021 was *ultra vires* the University's powers.
134. On Friday, July 29, 2021, the Defendant, Nick Duley of Northshore HR Consulting Inc., was hired by the Defendant University of Guelph as the private investigator for the "workplace harassment complaint," filed by the Defendants, Pyle, Peregrine and Bienzle to post-facto rubber stamp the Defendants', Wichtel's and Arnott's, decision and the Defendants', Weese's, Pyle's, Peregrine's, Bienzle's and Greer's, conspiracy. The Defendant, Arnott, lacked authority to mandate the consultant to investigate essentially criminal allegations. In order to do so, the Defendant, Arnott, interfered with and halted the Campus Police criminal investigation and recharacterized it as a "workplace harassment," exclusively focused on the allegations against the Plaintiff, to the exclusion of the allegations against the Defendants Pyle, Weese, and the July 6, 2021 letter.

135. The Defendant, Duley, knew or ought to have known, that he was hired to determine criminal allegations made by the Defendant Pyle, including allegations of physical threat and physical safety which had already failed to be substantiated by the Defendants Pyle, Peregrine and Bienzle, upon investigation by Campus Police. The Defendant, Duley failed to investigate the root causes of the friction between the Plaintiff and the Defendants, Pyle, Peregrine, and Bienzle despite the clear, convincing and credible evidence presented to him by witnesses, including Sargeant O'Connell, from the University of Guelph Campus Police, during this interview of Sargeant O'Connell. Among other things this evidence included the ongoing and related criminal investigation by Municipal Police commenced one month prior to the Defendants' harassment allegation.
136. The Defendant, Duley, failed to connect and assess the preceding mistreatment inflicted against the Plaintiff by the Defendant, Pyle and Weese, to the complaint of harassment filed against him. The Plaintiff states that this is all indicia of Duley joining the conspiracy against the Plaintiff, whether knowingly and/or as a "duped" co-conspirator, as well as his negligence and the lack of jurisdiction in conducting an essentially criminal investigation, given his knowledge of the role played by Pyle and Weese in the criminal conduct against the Plaintiff that goes beyond the scope of the collective agreement despite their status as co-workers. As a result, the Plaintiff did not participate in the investigation, because of its clearly "Kangaroo Court" set up and framed premise and origin which lacked statutory authority. The Plaintiff states and the fact is, that Nick Duley was a "hired gun", with the knowledge, complicity and intent to produce a pre-set result to Arnott's plan.

137. The Defendants, Duley, Wichtel, and Arnott turned a blind eye to the continuous and increasing on-line harassment of the Plaintiff by the Defendants, Weese and Pyle throughout the duration of the investigation from August to November, 2021.
138. The Defendant, Weese, posted on July 24 and on August 6, 9, 13, 19, 22, 24, 25, 27, 28 and 31 wherein he referred to the Plaintiff as a “liar and grifter,” an “anti-vaxxer” and as being “harmful to society.” The Defendant University knew or ought to have known about this harassment and failed to take any action.
139. On August 12, 2021, the Plaintiff retained private legal counsel.
140. On August 19, 2021, the Plaintiff attended an on-line meeting for instructors in the Ontario Veterinary College’s DVM program to discuss logistics of the upcoming 2021/2022 school year regarding in-person campus attendance.
141. On September 7, 2021, the Plaintiff made the Defendants, Wichtel and Arnott, aware of the Defendant Weese’s harassment, but the University failed to address it and the Defendant Duley also failed to assess it.
142. On September 8, 2021, the Defendant Weese continued to post harmful, hateful and harassing comments about the Plaintiff online.
143. On September 15, 2021, the Plaintiff through legal counsel, requested the Defendant Weese cease and desist from harassing the Plaintiff. On September 30, 2021 the Defendant, Weese, was again requested to cease and placed on notice, of impending civil action if he did not.
144. On September 17th, 2021, further to his March 3, 2021 letter, the Plaintiff wrote directly to the Defendant Yates, regarding the implementation of vaccine mandates, which set out:
- (a) That the Plaintiff had clinically proven natural immunity, which natural immunity provided stronger immunity from the COVID-19 than vaccine acquired immunity. The

Plaintiff had participated in a clinical trial that had been testing his antibodies and immunity with respect to COVID-19. The Plaintiff referred to various peer-reviewed scientific journals to demonstrate that his naturally acquired immunity against COVID-19 is likely superior to that conferred by vaccination only. Immunity acquired through vaccination only lasts 4.5 months;

- (b) That the Plaintiff was therefore immune, if not more immune, than vaccinated University members and therefore did not pose a risk to other members on campus;
- (c) That immunity acquired as a result of vaccination has only short-term duration, as compared to natural immunity, and that therefore banning those with naturally acquired immunity, who are known and can provide evidence through anti-body testing that they are immune, but not banning those who had received two doses of the COVID-19 vaccine, whose immunity may have expired as the result of the passage of time, did not make sense;
- (d) He reminded Dr. Yates, that the University and the Plaintiff, along with other individuals, had meet to offer immunity testing to the campus community, and/or making an antibody test available as an alternative to mandatory vaccination, as a result of the above studies;
- (e) That for those students or staff who had naturally acquired anti-bodies, studies have shown that vaccination results in greater side effects to those individuals, and given their greater protection from their natural immunity, their forced vaccination might be reconsidered;
- (f) He presented scientific research and evidence about some of the concerns he had with the current COVID-19 vaccines, and, as a result, the concerns he had about forced vaccination of students.

145. On September 24, 2021, the University of Guelph implemented a mandatory vaccine policy.
146. On or around October 2021, the Defendants, Arnott and Wichtel in response to the Plaintiff's counsel's request to cease Weese's harassment, instead, offered to protect Weese from criminal and civil liability flowing from his off-campus, off-work conduct harming the Plaintiff, and further offered to protect and insulate Weese from any further accountability or liability, by promising to provide legal counsel at the University's expense.
147. The Defendant, Arnott, also sought to interfere with the Defendant, Duley's report and investigation by recommending Weese provide the Plaintiff's legal counsel's letter as an indicium of harassment against abuse, even though this was a matter the University through, the Defendants, Arnott, Wichtel, and Duley, maintained were outside the jurisdiction of the University, as it involved events outside the physical confines of the campus, when requested to deal with complaints about Weese's and Pyle's social media posts. The Plaintiff states that Arnott's biased, malicious, one-sided treatment, and complicity, was in furtherance of the conspiracy against the Plaintiff, and further abuse of her office.
148. The Defendant, Arnott, contrary to the position she took with respect to the Plaintiff's June 2, 2021, online harassment complaint, advised the Defendant, Weese, that his social media posts would qualify as job-related and constitute academic discussions, and legal defence of his on-line harassment of the Plaintiff would be covered by the University's insurance.
149. The Defendant, Arnott thus contributed to and encouraged the Defendant Weese to continue harassing the Plaintiff online causing him injury.
150. As a result, on October 26, 2021 Weese posted another harmful tweet harassing the Plaintiff.
151. On November 10, 2021 the online harassment by Weese escalated when he re-posted an old post from the Defendant Fisman inviting the public to link "anti-vaxxers," to neo-Nazi White

Supremists. Then he falsely posted that the Plaintiff is an “anti-vaxxer”. The link on Weese’s post goes directly to the name and photograph of the Plaintiff and foreseeably places the Plaintiff at risk of his safety and causes him harm. Sergeant O’Connell of Campus Police expressed his concerns about what he considered criminal conduct in these posts, and further instructed that someone should read the definition of criminal harassment (inciting hatred) to Weese. Sergeant O’Connell also expressed concern that Pyle had not responded to the safety plan forwarded after their attendance on the incident of July 22, 2021.

152. On November 11, 2021, the Plaintiff was advised by the Municipal Police investigating the harassment to take pre-cautions for his safety and that the Defendant Weese’s link between the Plaintiff, allegation of lies, and White Supremist neo-Nazis has the potential to incite hate.
153. On November 11, 2021, the Plaintiff received a letter from the Defendant Wichtel placing the Plaintiff on temporary partially unpaid leave, as a result of the mandatory vaccination policy contrary to the Defendant Yates and her administrators agreement that the Plaintiff’s natural immunity status would be considered. The Defendant, Yates knew or ought to know that the vaccination policy was unreasonable, because it failed to ensure health and safety by testing for immunity after multiple admissions by the University that it would foster in natural immunity in its policy. The Defendant, Yates, owed the Plaintiff a fiduciary duty to address the Plaintiff’s natural immunity, afford him equal treatment, and uphold his common law rights and *Charter* rights under sections 2, 7 and 15 of the *Charter*, with respect to the choice to decide on any and all medical treatment, and the requirement of consent.
154. On or around November 16, 2021, the Municipal Police investigation into the criminal conduct of Weese required cooperation and assistance from the Campus Police. The Defendant, Arnott interfered with, obstructed, and halted the cooperation of University of Guelph Campus Police

officers in the criminal investigation of the Defendant Weese and directed that all matters be referred to Human Resources to her attention. As a result, Arnott acted unlawfully and failed to take steps to investigate the conduct of the Defendant, Weese, which she had re-directed from the police to herself. Arnott acted with malicious intent in abuse of her power and authority to injure the Plaintiff, in furtherance of the two over-lapping conspiracies with respect to social media posts to injure the Plaintiff, and the conspiracy to have the Plaintiff removed as a Professor and off-campus.

155. The University through its administrator Arnott, is vicariously liable for the abuse of power and authority to interfere with and obstruct the criminal investigation and collaboration between Campus Police and Municipal Police in order to conceal and encourage the criminal conduct of the Defendant Weese in causing harm to the Plaintiff. In doing so, the University breached its fiduciary duty to the Plaintiff.
156. On November 26, 2021, the Plaintiff received the Nick Duley report of the “harassment” allegation by the Defendants Pyle, Peregrine and Bienzle which had failed to examine the ongoing and past harassment of the Plaintiff, and also failed to address the ongoing police investigation against the Defendants Weese and Pyle, and failed to address the collusion of the Defendants, Weese and Arnott in perpetuating the harassment against the Plaintiff or uncover the conspiracy among them.
157. The vexatious conduct of the University is evidenced by the fact that the Defendant Weese was added to the harassment complaint exclusively on the basis that the Plaintiff placed the same note and copies of the same three publications in his on-campus mailbox and for no other reason whatsoever.

158. The Defendant, Arnott, committed misfeasance of public office by halting and usurping the criminal investigation by Campus Police into the Plaintiff's harassment allegations and by controlling the parameters and outcome of the contrived, biased, "3rd party investigation" against the Plaintiff.
159. The Defendant University and its employee co-Defendants, Yates, Arnott, and Wichtel, owed a duty to the Plaintiff to investigate the false website, byrambridle.com, and the evidence that showed Pyle knew or ought to have known who made the website impersonating Dr. Bridle. The Defendant Arnott and Wichtel's conduct and decision to not deal with the online harassment of the Plaintiff on the pretext that the University did not have jurisdiction, was false and contradictory of the University's position on Weese's tweets generally, and of on-line harassment investigations by the Defendant Nick Duley conducted for the University in other matters.
160. The Defendant, Wichtel and Arnott, showed clear and intentional bias in inconsistent and selective application of the University Harassment Policy. The Defendant, Wichtel, accepted the self-serving statements of the Defendants, Pyle, Peregrine, Weese and Bienzie and failed to inform the investigator that the alleged "unsolicited emails" sent by the Plaintiff were in response to the "unsolicited tweets" posted by the Defendants on social media where he had no presence or participation, and at the direction of Wichtel to enter "open discussion". The Defendant Arnott ensured the investigation was bent and one-sided, in line with participation in the overlapping conspiracies.
161. The Defendants', Arnott's and Wichtel's, decision to prohibit the Plaintiff from working at his office and lab from July 23, 2021 to the present, constitutes a misfeasance of public office, for

the Plaintiff's common-law, statutory, and ss. 2, s.7 and s.15 *Charter* rights, breach of right to medical consent to treatment and failure to provide a reasonable system of exemption arising from natural immunity.

171. In the September 17, 2021 letter, confirmed multiple admissions by the University that it would factor in natural immunity. The Plaintiff had explained that natural immunity is more robust, longer lasting and broader than vaccine immunity. The Defendant, Yates exercised her discretion and authority arbitrarily and for improper motives. Further, the Defendant Yates selectively denied access to campus to the Plaintiff, a disfavoured minority violating equal protection under s.15 of the *Charter*.
172. On January 4, 2022, the Defendant, Wichtel, caused the Plaintiff mental anguish and suffering by threatening further "non-disciplinary" measures would be implemented without cause, basis or evidence, which was above and beyond the discipline of five (5) days of paid suspension.
173. The Defendant Wichtel's claim that the Plaintiff is allowed to attend anywhere and everywhere on campus beginning January 4, 2022 except his office or his lab is a direct interference with his economic interests. The Defendants, Wichtel and Arnott's, assertion that the Plaintiff was prohibited to attend his office and lab is directly contradictory to their representations on many occasions, including on November 30, 2021 and January 4, 2022 that, but for the non-compliance with the vaccination policy he can return to work. The Defendant, Wichtel, abused his powers in public office in exceeding his authority in an arbitrary and capricious manner by prohibiting the Plaintiff from pursuing his economic interests exclusively related with and requiring his physical presence at his office and lab at the University. The Defendant, Wichtel, engaged in a public misfeasance of office and unjustifiably interfered with the Plaintiff's research and pursuit of economic interests by prohibiting him from his lab when he knew, or

ought to have known, the damages which would ensue during the period of his research leave, a

The Defendant, Wichtel, personally approved the Plaintiff's and therefore knew the Plaintiff's inability to access his lab for six months undermined the purpose and objective of the leave and aggravated the losses and damages resulting from his abuse of authority.

174. On February 21, 2022, the Defendant, Wichtel, created a new impediment by proposing relocation of the Plaintiff's lab and office from the Pathobiology building. The Defendant, Wichtel, breached his duty of care to the Plaintiff by also failing to reconfigure the Defendants, Peregrine and Bienzle's, and the Plaintiff's work schedule and environment to minimize and prevent contact rather than uproot the Plaintiff causing harm.
175. The Defendant, Wichtel, knew or ought to have known that the Plaintiff is more likely to encounter the Defendants, Bienzle and Peregrine, in other locations on campus, especially the cafeteria and lecture halls than his office or his lab. Particularly because the Plaintiff does not share a lab with Bienzle and Peregrine's research it is far less intensive than the Plaintiff's not requiring Peregrine's presence in the lab when the Plaintiff is there.
176. On February 23, 2022, the Plaintiff rejected Wichtel's proposal to move his lab and/or office for valid reasons which the University has ignored.
177. On February 25, 2022, Wichtel issued a two-year no contact order between the Plaintiff and the Defendants, Pyle, Peregrine, and Bienzle knowing that this would only injure the Plaintiff from accessing his lab and office and not to prevent physical contact with the three Defendants on campus. The Plaintiff had no contact with them since July 22, 2021.
178. The Defendant, Wichtel, further engaged in public misfeasance of public office when he indicated that "The University has retained Protect International to undertake a workplace violence risk assessment," despite the fact that neither the Campus Police, nor the

privately retained investigator, Nick Duley found any evidence of violence, as a false pretext to continue to prolong and prevent the Plaintiff to access his lab, and his office and investigate the damages caused by the prohibition from July 23, 2022.

179. On March 22, 2022, the Defendants, Wichtel and Arnott, without statutory authority demanded the Plaintiff submit to an interview for a workplace "violence risk assessment," circumventing the Plaintiff's solicitor, abusing their power and authority and acting outside their jurisdiction and authority over what are essentially criminal allegations.
180. On March 24, 2022, due to the Plaintiff's legal counsel's ICU hospitalization, requested a postponement.
181. The Defendants, Wichtel and Arnott, subsequently knowingly and falsely conflated complications with scheduling the interview because of the Plaintiff's legal counsel's illness, as the Plaintiff refusing to attend the interview, and on April 29th, 2022, the Plaintiff received correspondence from Wichtel indicating that the workplace violence and risk assessment had been completed in the Plaintiff's absence, and findings and next steps had been made pursuant to this report. Under the pretext of this risk assessment report, the Defendant, the University of Guelph, and its employees Arnott and Wichtel, unilaterally decided to move the Plaintiff's lab and office from the Pathology building and prohibited the Plaintiff from access the Pathology building where all of the Plaintiff's research equipment and materials are present, and academic works performed causing immense harm to his future lab research and productivity, as well as his teaching career.
182. No "risk assessment report" was ever provided to the Plaintiff or his legal counsel.
183. On May 1, 2022, the vaccine mandates exclusion ended on campus. The Defendants, Wichtel and Arnott without justification still prohibited the Plaintiff from attending his office and lab on

campus, despite the fact that other faculty members who are “unvaccinated” were allowed to attend physically on campus and continue in person teaching. This was an arbitrary decision intended only to interfere with the Plaintiff’s research productivity and success and not to prevent contact with the Defendants, Pyle, Peregrine, and Bienzie .

184. On August 11, 2022, the Defendant, Arnott, orally informed the Plaintiff that the risk assessment concluded that the Plaintiff was a **psychological safety risk** to “other members,” in an arbitrary and capricious manner because at the same time she also requested that the Plaintiff enter into a “facilitated discussion” , without any further particulars or details, despite a request from Plaintiff’s counsel.
185. On the August 11, 2022 at a virtual meeting between the Plaintiff, his legal counsel, and the Defendants, Wichtel and Arnott, the Plaintiff formed a reasonable expectation that the University would act in good faith to permit him to return to his lab and office immediately, based on the representations made by Arnott.
186. On September 20, 2022, by letter, the Defendant Arnott made the return of the Plaintiff to his office and lab at the Pathobiology building conditional upon the Plaintiff developing a safety plan with the Campus Safety Office (Campus Police) and requested his legal counsel to advise as to how he wishes to proceed, despite the fact that Campus Police had made a safety plan following the July 22, 2021 incident, which Pyle and Arnott ignored. Arnott further required, as conditions, agreement that the Plaintiff would not pursue criminal or civil proceedings against the Defendants.
187. On November 4, 2022, the Plaintiff proposed a plan in good faith and in the interests of immediately to returning to his office and lab, which included the development of a safety plan, given the Plaintiff’s own concerns about his safety and psychological well-being due to the

continued on-line harassment and conduct of the Defendants, Pyle and Weese. The University neither rejected nor accepted this proposal, and in fact never responded. The University breached its duty of care to consider and respond to the very reasonable proposal.

188. Instead, on December 8, 2022 at 4:29 PM the Defendant, Wichtel, circumventing the Plaintiff's solicitor and ignoring the November 4, 2022 proposal, and contrary to Amott's position of August 11 and September 20, 2022, directly and unilaterally notified the Plaintiff that his office would be moved, without his consent, within eight (8) days on December 16, 2021 to a building in closer proximity to the Defendant Weese, knowing that Weese's harassment of the Plaintiff had escalated, in a move to further entrap, frame, and set him up for more conflict. The Defendant University of Guelph is vicariously liable for the Defendant, Wichtel, who is acting in bad faith. Both Defendants are aware that the location of the Plaintiff's laboratory had been strategically selected by the chair of his department at the time he was hired to promote interdisciplinary collaborations, which it has since achieved, and that any relocation or movement would harm this overall and important objective as well as immeasurably injure the Plaintiff's academic and research career.

189. The Defendant, Wichtel breached the duty of care owed to the Plaintiff as his Dean to ensure he could return to productivity and successfully work in a lab and office knowing he had shared equipment which other programs used, and worth over one million dollars, which equipment was attached to the building infrastructure. The removal, even if possible, would be to the detriment of the Plaintiff's research and other programs. By continuing to prohibit the Plaintiff from the Pathology building the Defendants, Wichtel and Amott, prevented the Plaintiff from performing any and all research and work.

190. On December 6, 2022, the Plaintiff became aware of the Defendant Weese's December 1, 2022 post which incited hate against him as follows:

“It’s bad enough that misinformation scared people away from vaccination (causing lots of death).
Now they’re scaring people away from blood transfusions....with no accountability.”

Due to the fact that the Defendant Weese accused the Plaintiff of “causing lots of death,” called for him to be held “accountable,” posted directly above the Plaintiff’s name, contact information, and a full photograph of the Plaintiff, the Municipal Police cautioned the Plaintiff to take measures for his own safety and informed him that the Defendants, Weese and Pyle, would be notified of their arrest for *inter alia* criminal harassment. The Plaintiff took immediate steps to secure a personal escort trained and experienced in law enforcement for his own safety and that of his family.

191. Now that the Plaintiff had an escort, a retired police officer, for his own safety, on December 12, 2022, the Plaintiff submitted an urgent proposal, through his legal counsel, to access his office and lab, as he would be accompanied by a former law enforcement officer, and this would allay any safety concerns, purported or real. The Plaintiff advised he would need to attend on December 14, 2022, to commence preparation for his courses in January 2023.

192. In response, on December 13, 2022, Arnott, in a letter to Plaintiff’s legal counsel, prohibited the Plaintiff from attending at his lab and office, without justification and in an unreasonable manner, under threat that if the Plaintiff entered the Pathobiology building, he would be forcibly barred and/or removed. The Defendant, Arnott, acted maliciously in an abuse of public office.

193. On or about December 14, 2022, the Defendant Pyle was issued notification of pending arrest for criminal harassment by Municipal Police. He was asked to attend the police station for processing. He refused. Instead, he contacted his Faculty Association representative, who, along

with the University, located a friendly Ontario Provincial Police (OPP) officer apparently in a cozy relationship with the University, who called the Municipal Police Officer heading the investigation and case, to intimidate and threaten the Municipal Officer to drop or withdraw the charges. The OPP officer had absolutely no prior involvement with the investigation whatsoever, thus constituting an obstruction of justice.

194. As a result of the impending criminal charges, on December 16, 2022, at approximately 11 a.m., the Defendant, Pyle, put his account on “protected status” allowing only those Pyle permits to access it.
195. Furthermore, the University of Guelph Defendant(s) spread a prevalent, false rumour over the course of December 16-17, 2022 that the Plaintiff, Dr. Bridle, had been arrested and criminally charged, which was untrue, and further evidence of the Defendants’ conspiracy and on-line harassment.
196. The Defendants, Wichtel and Arnott knew, or ought to have known, that as a result of prohibiting the Plaintiff access his office and lab, he would not be able to teach his course in January 2023. He would not be able to recruit new graduate students, which would mean that there would be no overlap between old graduate students teaching the next generation of graduate students. Therefore, there will be no continuity of the Plaintiff’s research program, which has, and will, result in irreparable damage to his research and academic career, reputation, and relationships. As a result of the University’s conduct and, in particular, the conduct of the Defendants Wichtel and Arnott barring the Plaintiff from his office and lab for approximately 1.5 years, and the University Defendants’ continued conduct to date, his vaccine and cancer research has been set back 10 years.

197. As a result of the Defendants' actions, as set out above, the Plaintiff has suffered extensive damages, including but not limited to:

- (a) Significant loss of standing as a virologist, immunologist, scientist, and academic;
- (b) Loss of income, equipment and lab and materials;
- (c) Damage to his teaching career and research program, including
 - (i) at least ten years set back to his research programs, which he was conducting at the University of Guelph;
 - (ii) Loss and missed opportunities to apply for research grants;
 - (iii) Inability to recruit new graduate students for over two consecutive academic years, and therefore a loss of memory carryover and of expertise in his research team, resulting in harm to his vaccine and cancer research; and
- (d) Mental anguish and suffering.

LIABILITY OF DEFENDANTS

- **Online Harassment**

198. Based on the facts and elements of tortious conduct pled above, the Plaintiff states that the conduct of the Defendants, Fisman, Weese and Pyle constitutes the newly-recognised tort of (online) harassment as delineated by the Ontario Superior Court in *Caplan v Atas 2021 ONSC 670* at paragraph 171. The test for online harassment being as follows:

- (a) The defendant maliciously or recklessly engaged in communications and conduct so outrageous in character, duration, and extreme in degree, so as to go beyond all possible bounds of decency and tolerance;
- (b) The defendant intended to cause fear, anxiety, emotional upset or to impugn the dignity of the plaintiff; and
- (c) The plaintiff suffered such harm.

Which are all present in this case.

199. The Plaintiff states, and the fact is, that the conduct of the Defendants, Pyle, Fisman, and Weese, along with parties currently unknown to the Plaintiff, but responsible for the creation and authorship of Byrambridle.com and @byrambridle, are harassment, in that the above-cited statements published on Byrambridle.com and Twitter, @byrambridle, are/were false, and untrue statements, and further were explicitly, and by innuendo, injurious to the Plaintiff's work and reputation and relationships as an academic, research scientist and vaccinologist, and further knowingly inflicted mental pain and anguish, fear, anxiety and emotional upset, on the Plaintiff.

200. The Plaintiff states, and the fact is, that the Defendants, Fisman, Weese, Pyle, have engaged in:

- (a) Repeated and serial publications of false, malicious, reckless, and, derogatory material, extreme in degree and beyond all possible bounds of decency and tolerance, damaging the Plaintiff and inciting hatred against him;
 - (b) Harassment intended to affect the economic interests and reputation and relationships of the Plaintiff;
 - (c) With respect to these Defendants, in the fake accounts, byrambridle.com and @byrambridle (twitter), harassment designed to impersonate (personate) and thereby cause specific harm to the Plaintiff's reputation and relationships;
 - (d) Intentional infliction of fear, anxiety and misery, and mental pain and anguish on the Plaintiff, and his family which in turn causes more pain and anguish to the Plaintiff;
 - (e) As a result of the above, the Defendant has suffered extensive damages, including injury to reputation and relationships with funders and grant agencies;
201. Furthermore, these false statements were designed to interfere with the Plaintiff's contractual obligations and economic interests, and ability to publish.
202. The statements were published on the internet, through the fake website ByramBridle.com, and over Twitter, using the false handle @byrambridle, as well as over social media.
203. As a result of the statements and conduct of these Defendants, Fisman, Pyle, and Weese, the Plaintiff suffered damage as follows:
- (a) considerable financial damages;
 - (b) damage to reputation;
 - (c) loss of funding and donor support for his scientific research and graduate programs;

- **Conspiracy**

204. The Plaintiff states and fact is, that all the named Defendants, Fisman, Pyle, and Weese, as well as other “duped co-conspirators”, engaged in the actionable tort of conspiracy in order to discredit and therefore silence the Plaintiff, and damage his reputation and relationships.
205. The Plaintiff states that the Defendants, Arnott, Wichtel, Weese, Pyle, Peregrine, Bienzle, Greer, Fisman, and Duley engaged in the overlapping conspiracy to discredit, and falsely malign and damage the personal and professional standing, reputation, and work of Plaintiff with a view, aim, and objective to force and/or remove the Plaintiff as a researcher and tenured professor at the University.
206. The Plaintiff states that the Defendants further conspired to interfere with the Plaintiff’s economic interests, pursuant to civil conspiracy as set out by the Supreme Court of Canada, in, inter alia, *Hunt v. Carey Canada Inc.*, 1990 CanLII 90 (SCC), [1990] 2 SCR 959, which set out that the tort of the conspiracy comprised of the following elements:
- (a) In the first place there will be an actionable conspiracy if two or more persons agree and combine to act unlawfully with the predominating purpose of injuring the plaintiff.
 - (b) Second, there will be an actionable conspiracy if the defendants combine to act lawfully with the predominate purpose of injuring the plaintiff.
 - (c) Third, an actionable conspiracy will exist if defendants combine to act unlawfully, their conduct is directed towards the plaintiff (or the plaintiff and others), and the likelihood of injury to the plaintiff is known to the defendants or should have been known to them in the circumstances.

207. The Plaintiff states that the overlapping conspiracies, of the social media online harassment, and the conspiracy to remove the Plaintiff from the University, are manifest by, *inter alia*:

- (a) The false and malicious statements made in furtherance of the conspiracy as set out in the within Statement of Claim, which were pre-planned by Fisman, Weese, and Pyle;
- (b) The creation of a false website and Twitter account to further that conspiracy;
- (c) The concerted and co-ordinated actions of online harassment designed to destroy the Plaintiff;
- (d) The contrived, false allegations of the plaintiff being a “violent threat” and “clear and present danger” on campus, which were preplanned by the Defendants as pleaded above;
- (e) The persistent false allegations and conduct in attempting to, and in fact, physically removing and barring the Plaintiff from campus and in particular, his office and lab by Arnott and Wichtel;
- (f) The wholly arbitrary and illegal conduct creating the conditions that have made it impossible for the Plaintiff to continue his work;
- (g) The arbitrary and different treatment of complaints made by the Plaintiff, by the Defendants, Arnott, Wichtel, and Yates;
- (h) Interfering and stopping the Campus Police investigation;
- (i) The University Defendants’ malicious biased, and singularly obsessive targeting at every turn, to force and/or remove the Plaintiff from his campus office and lab; and
- (j) The Defendants’, Greer, Bienzle, Weese, and Pyle, in organizing and publishing the July 6, 2021 letter to injure the Plaintiff.

- **Interference with Economic Interest**

208. The Plaintiff states that, through their conduct and actions, all the Defendants have engaged in interference with the Plaintiff's economic interests as set out by the facts, pleaded above, and set out by the jurisprudence in that:

- (i) the Defendants intended to injure the Plaintiff's economic interests;
- (ii) the interference was by illegal or unlawful means; and
- (iii) the Plaintiff suffered economic harm or loss as a result.

- **Breach of Fiduciary Duty**

209. The Plaintiff further states that the Defendants, the University of Guelph, Yates, Arnott, and Wichtel, in addition to the duties of fairness and reasonableness, at common law, Administrative Law, and under statute, further owe a fiduciary duty to the Plaintiff, in that the Defendants assumed a fiduciary relationship, and owed a corresponding fiduciary duty of care to the Plaintiff, for the following reasons:

- (a) The Defendants were, and are, in a position of power over the Plaintiff, and were able to use this power and their authority so as to control and affect the Plaintiff's interests;
- (b) The Plaintiff was, and is, in a corresponding position of vulnerability toward the Defendants. The Plaintiff was, and is, therefore in a class of persons vulnerable to the control of the Defendants;
- (c) There was, and is, a special position of trust between the Defendants and the Plaintiff, governed by statute, the *Charter*, and the common law;
- (d) The Defendants University of Guelph, Yates, Wichtel, and Arnott undertook to act in the best interests of the Plaintiff equal to other faculty members;

(c) The Defendants breached this fiduciary duty;

And, as a direct result of this breach, the Plaintiff has suffered loss and damages, which include, *inter alia*:

- (a) Damage to reputation and interference with the economic interests of the Plaintiff
- (b) Loss of grants and funding for his research;
- (c) Immeasurable loss of research productivity and progress, in fact, his research has been set back at least ten years;
- (d) Loss of graduate students, graduate student retention, future opportunities with graduate students;
- (e) Loss of opportunity with research collaborators and projects;
- (f) Loss of dignity; and
- (g) Violation of the Plaintiff's psychological integrity guaranteed and protected by s.7 of the *Charter*, as well as violation of the Plaintiff's dignity of equal treatment under s.15 of the *Charter*;
- (h) Pain and anguish

• **Negligence**

210. The Plaintiff further and alternatively states, that the Defendants, the University of Guelph, its President, and the Plaintiff's Dean, Wichtel, are vicariously, and in fact, liable in negligence, along with Wichtel, and Arnott, in that:

- (a) They owe a duty of care to the Plaintiff to ensure a safe and non-hostile and harassment-free environment from other University Faculty, and to be safe from tortious and criminal

conduct, and ensure the viability of the plaintiff's academic freedom (of speech) and work as a professor and scientist;

(b) That they breached this duty of care by choosing and/or failing to:

- (i) Put an end to the tortious and criminal conduct and harassing of the Plaintiff by the Co-Defendants;
- (ii) Properly train and supervise subordinates under their control;
- (iii) With respect to Nick Duley, the duty to assume jurisdiction only if statutorily authorized, and to conduct a competent investigation, which he failed to do in conducting a negligent investigation as set out in the within Statement of Claim;

(c) And that, as a result of that breach in the Defendants' duty of care, the Plaintiff suffered damages as follows:

- (i) Damage to reputation and interference with the economic interests of the Plaintiff;
- (ii) Loss of funding for his research;
- (iii) Loss of research productivity and set back to research program of at least ten years;
- (iv) Loss of graduate student, graduate student retention, future opportunities with graduate students;
- (v) Loss of dignity; and
- (vi) Violation of the Plaintiff's security of the person, bodily autonomy and autonomy of medical treatment psychological integrity guaranteed and protected by s.7 of the *Charter*, as well as violation of the Plaintiff's right to equal treatment under s.15 of the *Charter*;

(vii) Pain and anguish.

For which the Defendants are liable in damages.

• **Intentional Tort of Abuse of Authority and Misfeasance of Public Office**

211. The Plaintiffs state, and fact is, that the Defendants, Yates, Wichtel, and Arnott, Weese, Pyle, and all other University Defendants, have knowingly engaged in misfeasance of their public office, and abuse of authority, through their public office, as contemplated and set out by the Supreme Court of Canada in, *inter alia*, *Roncarelli v. Duplessis*, [1959] S.C.R. 121 *Odhavji Estate v. Woodhouse* [2003] 3 S.C.R. 263, 2003 SCC 69.

212. The Plaintiff states that, through their conduct and actions, the Defendants, Wichtel, and Arnott, abused their positions of public office, exceeding their authority, in the following arbitrary and capricious manner:

- (i) Wichtel and Arnott acted with malice towards the Plaintiff with the knowledge that their conduct lacked statutory authority in initiating a “workplace harassment” claim on allegations which were criminal and which had been dismissed by Guelph Campus Police;
- (ii) The Defendant, Arnott for interfering and obstructing and halting the Campus Police investigation against Weese and Pyle, as well as the Municipal Police’s investigation;
- (iii) The Defendant Arnott by interfering with the Campus Police cooperation with Municipal Police investigation on the criminal conduct of the Defendants, Pyle and Weese;
- (iv) The Defendant Yates is vicariously liable for the Defendant Arnott’s abuse of public office, as well as the conduct of Weese, Pyle, and Arnott, and the other Professor co-Defendants, by not controlling their tortious conduct even though Yates was apprised.

And the Plaintiff further states that, in engaging in this abuse of authority and misfeasance of public office, the Defendants have not injured the Plaintiff, but also undermined, breached and subverted the objective and purposes of the University of Guelph, as set out under s. 3 of the *Act*.

• **Vicarious Liability**

213. The Plaintiff further states that the Defendants, University of Guelph, Yates, Wichtel, and Arnott are vicariously liable for the action and inaction of the administrators, and the professors Weese, Pyle, Peregrine, Bienzle, and Greer who are all “teaching staff” of the University. The University and Yates are vicariously liable for:

- (i) Arnott’s use and abuse of her power, authority, and position at the University, take control of, interfere with, and obstruct the criminal investigation and, to defend and encourage the criminal conduct of the Defendant Weese, all of which caused harm to the Plaintiff;
- (ii) Arnott and Wichtel’s conduct of criminal investigation under the guise of disciplinary proceedings without lawful authority and jurisdiction;
- (iii) The Defendants, Arnott’s and Wichtel’s, decision to prohibit the Plaintiff from working at his office and lab from July 23, 2021 until January 4, 2022, and from May 1, 2022 to present, constituted a misfeasance of public office, for which the Defendant, Yates, and the University of Guelph had knowledge and are vicariously liable, in that they had, or ought to have, knowledge;

- (iv) For the Defendants, Arnott and Wichtel, failing to address the harassment of the Plaintiff, by the Co-Defendants, Pyle and Weese, as well as Peregrine, Bienzle, and Greer, which complaints Yates wholly ignored;
- (v) For allowing the Defendants, Arnott and Wichtel, to unilaterally decide to move the Plaintiff's lab and office from the Pathology building and prohibiting the Plaintiff from access to the Pathology building where all of the Plaintiff's research equipment and academic work performed causing immense harm to the Plaintiff's present and future lab research and productivity, as well as his teaching career.

- **Endangerment of Plaintiff's Life**

214. The Plaintiff states that the Defendants, Fisman, Pyle and Weese, and in particular Pyle and Weese, have placed the Plaintiff in physical and psychological danger, culminating with Weese's latest post in which they accompany a photograph of the Plaintiff, and incite hatred by stating that he is causing harm and death to others, and must be held accountable which post was dated December 1, 2022, as well as Fisman's labelling the Plaintiff as an "anti-vaxxer," white "Neo-Nazi."
215. The Plaintiff states that these vile posts, which incited hatred, make the Plaintiff vulnerable to physical and psychological attack and knowingly inflicts harm, anguish and pain.

• **All Documents referred to in within Claim**

216. The Plaintiff further pleads any and all documents mentioned in this Statement of Claim as documents referred to in the pleadings herein.
217. The Plaintiff therefore seeks the relief set out in paragraphs 1 to 5 of the within statement of claim.
218. The Plaintiff proposes that this action be tried in Toronto.

Dated at Toronto this 19th day of December, 2022.


ROCCO GALATI LAW FIRM
PROFESSIONAL CORPORATION
Rocco Galati, B.A., LL.B., LL.M. LSO # 29488Q
1062 College Street, Lower Level
Toronto, Ontario M6H 1A9
TEL: (416) 530-9684
FAX: (416) 530-8129
Email: rocco@idirect.com
Lawyer for the Plaintiff

Court File No.:

Dr. BYRAM BRIDLE

Glen PYLE et al

-and-

Plaintiffs

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

Name: ROCCO GALATI LAW FIRM
PROFESSIONAL CORPORATION
Rocco Galati, B.A., LL.B., LL.M.
LSUC No.: 29488Q

Address: 1062 College Street
Lower Level
Toronto ON M6H 1A9

Telephone No.: 416-530-9684

Fax No.: 416-530-8129

Lawyer for the Plaintiff

TAB 13

Court File No. CV-22-00691880-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

DR. BYRAM BRIDLE

Plaintiff

- and -

UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE, GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK DULEY, JANE OR JOHN DOE JUNIOR SCIENTIST

Defendants

STATEMENT OF DEFENCE OF THE DEFENDANTS, UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT, CHARLOTTE YATES, SCOTT WEESE, GLEN PYLE, ANDREW PEREGRINE, DOROTHEE BIENZLE, AMY GREER, AND NICK DULEY

1. The Defendants University of Guelph, Jeffrey Wichtel, Laurie Arnott, Charlotte Yates, Scott Weese, Glen Pyle, Andrew Peregrine, Dorothee Bienzle, Amy Greer, and Nick Duley (collectively hereinafter “these Defendants”), specifically deny that the Plaintiff is entitled to the relief claimed in paragraphs 1, 2, 3 and 4 of the Statement of Claim, and put the Plaintiff to the strict proof thereof.

2. These Defendants plead that the Defendants John or Jane Doe Junior Scientist were never University of Guelph employees and therefore the University of Guelph did not have care, control or management over them at any material time in issue and cannot be responsible in law for any actions they may have committed as against the Plaintiff, as alleged in the Statement of Claim, which are not admitted but specifically denied. These Defendants further plead that none of Dr. David Fisman, Dr. Glen Pyle or Dr. Scott Weese colluded, cooperated, or assisted the Defendants John or Jane Doe Junior Scientist in any

way, as has been baldly alleged in the Statement of Claim. In this respect, the Defendants put the Plaintiff to the strict proof thereof.

3. Except as may hereinafter be expressly admitted, these Defendants do not admit any of the allegations contained in the Statement of Claim, and put the Plaintiff to the strict proof thereof.

The Parties

4. The Defendant, the University of Guelph, is a post-secondary educational institution in Ontario with a campus located at 50 Stone Road East in Guelph, Ontario.

5. The Defendant Dr. Jeffrey Wichtel, at all material times, has served as the Dean of the University of Guelph's Ontario Veterinary College.

6. The Defendant Laurie Arnott, at all material times, has served as the Assistant Vice-president, Faculty and Academic Staff Relations, at the University of Guelph.

7. The Defendant Dr. Charlotte Yates, at all material times, has served as the President & Vice Chancellor of the University of Guelph.

8. The Defendant Dr. Scott Weese, at all material times, has served as a Professor with the University of Guelph's Ontario Veterinary College.

9. The Defendant Dr. Glen Pyle, at all material times, has served as a Professor with the University of Guelph's Ontario Veterinary College.

10. The Defendant Dr. Andrew S. Peregrine, at all material times, has served as an Associate Professor with the University of Guelph's Ontario Veterinary College.

11. The Defendant Dr. Dorothee Bienzle, at all material times, has served as a Professor of Veterinary Pathology and the University Research Leadership Chair with the University of Guelph's Department of Pathobiology.

12. The Defendant Dr. Amy Greer, at all material times, has served as Canada Research Chair in Population Disease Modeling and Associate Professor & Graduate Program Coordinator, at the University of Guelph.

13. The Defendant Nick Duley is a Certified Human Resources Leader employed by the non-party North Shore HR Consulting Inc., who was appointed on or about July 29, 2021, by the Defendant University of Guelph to conduct an investigation into concerns raised about the conduct of the Plaintiff. Nick Duley's investigation report was delivered on or about November 9, 2021.

14. The Defendant, Dr. David Fisman, serves as a Faculty Member with the Dalla Lana School of Public Health at the University of Toronto.

The Plaintiff's Action is Without Merit

15. These Defendants plead that the Plaintiff's claim is frivolous, vexatious, and an abuse of process, and should be struck in its entirety.

16. These Defendants plead that this action is being used as a means of unduly limiting expression on matters of public interest and, in particular, to discourage these Defendants from participating in and contributing their expertise to matters of public interest. These Defendants therefore plead that the Plaintiff's action is barred by section 137.1 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43.

17. These Defendants plead, and the fact is, that at all material times each of them acted reasonably, professionally, properly, and in accordance with the University of Guelph's academic and other policies and procedures, throughout their involvement with the Plaintiff.

18. These Defendants deny that there was any misrepresentation, breach of duty, want of care, or negligence on their part or on the part of any of their servants, agents, or employees which caused or contributed to the damages alleged by the Plaintiff, which damages are not admitted but expressly denied, and put the Plaintiff to the strict proof thereof.

19. These Defendants, and Dr. Weese and Dr. Pyle in particular, deny that any of them engaged in any form of online harassment and/or bullying of the Plaintiff, as is alleged, or at all, and put him to the strict proof thereof.

20. These Defendants deny that there was, at any time, a "conspiracy" as against the Plaintiff, as is alleged in the Statement of Claim, and put the Plaintiff to the strict proof thereof.

21. These Defendants deny that any of them owed the Plaintiff a fiduciary duty, under the circumstances. In the alternative only, these Defendants deny that any of them breached any fiduciary duty that may have been owed to the Plaintiff.

22. These Defendants further deny that any of them are public office holders, and put the Plaintiff to the strict proof thereof. In the alternative, these Defendants plead that at all material times they acted appropriately and fairly in carrying out their duties.

23. These Defendants further deny that any of them endangered the Plaintiff's life in any way, and put him to the strict proof thereof.

24. These Defendants further deny that any of them interfered in any way with the Plaintiff's economic interests, and put him to the strict proof thereof.

25. These Defendants specifically deny that any of their actions, or the actions of their servants, agents, or employees, were motivated in any way whatsoever by bad faith or malice, and put the Plaintiff to the strict proof thereof.

26. These Defendants further plead that the essential nature of the dispute between the Plaintiff and these Defendants, in particular but without limitation as described in the Statement of Claim, is an employment dispute. These Defendants plead that by virtue of the collective bargaining agreement that the dispute complained of is within the exclusive jurisdiction of the processes established by the collective agreement, and not within the jurisdiction of this Court. As such, these Defendants plead that the collective agreement, and the processes established therein, serves as a complete bar to the Plaintiff's action as against them.

27. These Defendants plead that the Statement of Claim does not contain a precise statement of material facts. Rather, it is replete with evidence, and should therefore be struck.

28. These Defendants deny that the Plaintiff has suffered, due to any acts or omissions of these Defendants, their servants, agents or employees, damages as alleged, or at all, and put the Plaintiff to the strict proof thereof.

29. These Defendants plead that any injuries, conditions or illnesses from which the Plaintiff may be suffering, as alleged, were caused or contributed to by incidents or health conditions unrelated to matters at issue in this claim, and are in no way causally related to such issues.

30. These Defendants deny that the Plaintiff suffered any damages as a result of any negligence, breach of duty, act or omission on the part of these Defendants or any of their servants, agents or employees, and put the Plaintiff to the strict proof thereof.

31. In the alternative only, these Defendants plead that any damages sustained by the Plaintiff are excessive, exaggerated and remote in law.

32. These Defendants further plead that the Plaintiff has failed to mitigate his damages, if any.

33. These Defendants plead that the Plaintiff's damages, if any, will be assessed in an amount not exceeding \$200,000.00 and, as such, these Defendants plead and rely upon the cost consequences contained in Rule 76.13 of the *Rules of Civil Procedure*, as this matter ought to have proceeded by way of the *Simplified Procedure*.

34. These Defendants specifically deny that any of them acted in a manner which would warrant an award of punitive or aggravated damages, as alleged, and put the Plaintiff to the strict proof thereof. These Defendants specifically deny that their conduct, or the conduct of anyone for whom they are in law responsible, was improper, abusive, unjustifiable, high-handed, or vindictive, and put the Plaintiff to the strict proof thereof.

35. These Defendants allege that a number of the Plaintiff's allegations are statute barred, and plead and rely upon the *Limitation Act*, 2002, SO 2002, c. 24 Sched. B.

36. These Defendants plead and rely upon the *Courts of Justice Act*, RSO 1990, c. C.43, *Negligence Act*, RSO 1990 c. N.1, *Human Rights Code*, RSO 1990 c. H.19, *Occupiers' Liability Act*, RSO 1990, and *Limitation Act*, 2002, SO 2002, c. 24 Sched. B c. O.2, as amended.

37. These Defendants therefore submit that the Plaintiff's claim should be dismissed, as against them, with costs and applicable HST thereon.

March 1, 2023

Thomas Gold Pettingill LLP
150 York Street, Suite 1800
Toronto, Ontario M5H 3S5

Alexander D. Pettingill LS#: 33431P
apettingill@tgplawyers.com
Tel: (416) 507-1802

Sean Murtha LS#: 62304S
smurtha@tgplawyers.com
Tel: 416-507-1823

Lawyers for the Defendants,
University of Guelph, Jeffrey Wichtel, Laurie
Arnott, Charlotte Yates, Scott Weese, Glen
Pyle, Andrew Peregrine, Dorothee Bienzle,
Amy Greer, and Nick Duley

TO: **Rocco Galati Law Firm**
1062 College Street, Lower Level
Toronto, ON M6H 1A9

Rocco Galati LS#: 29488Q
rocco@idirect.com
Tel: 416-530-9684

Lawyers for the Plaintiff

DR. BYRAM BRIDLE
Plaintiff and

University of Guelph et al
Defendants

Court File No.: CV-22-00691880-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

STATEMENT OF DEFENCE

THOMAS GOLD PETTINGILL LLP

150 York Street, Suite 1800
Toronto, Ontario M5H 3S5

Alexander D. Pettingill LS#: 33431P
apettingill@tgplawyers.com
Tel: (416) 507-1802

Sean Murtha LS#: 62304S
smurtha@tgplawyers.com
Tel: 416-507-1823

Lawyers for the Defendants,
University of Guelph, Jeffrey Wichtel, Laurie
Arnott, Charlotte Yates, Scott Weese, Glen
Pyle, Andrew Peregrine, Dorothee Bienzle,
Amy Greer, and Nick Duley

TAB 14

Court File #: CV-22-0069-1880-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

DR. BYRAM BRIDLE

Plaintiffs

- and -

**UNIVERSITY OF GUELPH, JEFFREY WICHTEL, LAURIE ARNOTT,
CHARLOTTE YATES, SCOTT WEESE, GLEN PYLE, ANDREW PEREGRINE,
DOROTHEE BIENZLE, AMY GREER, DAVID FISMAN, NICK DULEY, JANE
OR JOHN DOE JUNIOR SCIENTIST**

Defendants

REPLY

1. The Plaintiff Dr. Byram Bridle Replies to the Defendants' Statement of Defence as set out below.
2. The Plaintiff Dr. Byram Bridle relies on the facts set out in his Statement of Claim, and, unless expressly admitted, denies the Defendants' assertions.
3. With respect to paragraph 2 of the Statement of Defence, and the John or Jane Doe junior scientist, the Plaintiff states that this statement draws the inescapable conclusion that the Defendants know the identity of this John or Jane Doe and request the Defendants provide his/her identity forthwith.
4. With respect to paragraph 13 of the Statement of Claim the Plaintiff states that if so, the lawyer on record for the Defendants is in a (potential) conflict of interest in representing Mr. Duley and furthermore, given that fact, gives reasonable inference that Mr. Duley colluded, as pleaded, with the other Co-Defendants.

5. The Plaintiff, with respect to paragraphs 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, contest those assertions.
6. In particular, with respect to paragraph 26, this bald assertion is contradicted by the Defendants' own assertion that anything ("physically") done outside the university campus, including online harassment, was not within the Universities jurisdiction, to remedy. The issues of the intentional torts are not a matter of a labour dispute as it deals with intentional tort and criminal activity against the Plaintiff, by the Defendants.
7. With respect to paragraph 27 the Plaintiff contests this assertion and further states that the "evidence" alleged, much of which is the Twitter tweets by the Defendants, are necessarily plead as statements in furtherance of the conspiracy.
8. The Plaintiff further contests the statements and assertions set out in paragraphs 28, 29, 30, 31, 32, 33, 34, 35 of the Statement of Defence.

Dated at Toronto this 8th day of March , 2023.



ROCCO GALATI LAW FIRM
PROFESSIONAL CORPORATION
Rocco Galati, B.A., LL.B., LL.M.
1062 College Street, Lower Level
Toronto, Ontario M6H 1A9
TEL: (416) 530-9684
FAX: (416) 530-8129
Email: rglfpc@gmail.com

Lawyer for the Plaintiff

Court File No.: CV-22-0069-1880-0000

Dr. BYRAM BRIDLE

-and-

Glen PYLE et al

Plaintiffs

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

REPLY

Name: ROCCO GALATI LAW FIRM
PROFESSIONAL CORPORATION
Rocco Galati, B.A., LL.B., LL.M.
LSO No.: 29488Q

Address: 1062 College Street
Lower Level
Toronto ON M6H 1A9

Telephone No.: 416-530-9684

Fax No.: 416-530-8129

Lawyer for the Plaintiff

Electronically filed / Déposé par voie électronique : 28-Jun-2024
Toronto Superior Court of Justice / Cour supérieure de justice
DR. BYRAM BRIDLE
Plaintiff

-and-

Court File No./N° du dossier du greffe : CV-22-00691880-0000
UNIVERSITY OF GUELPH, et al.
Defendants

Court File No. CV-22-00691880-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD OF THE DEFENDANT,
UNIVERSITY OF GUELPH, ET AL – VOLUME III OF III**

**CANADIAN UNIVERSITIES RECIPROCAL INSURANCE
EXCHANGE**

5500 North Service Road, Suite 901
Burlington, ON L7L 6W6

D. Lynn Turnbull LSO#: 38056J
Email: lturnbull@curie.org
Tel: 905-336-3366 ext. 242

Lawyers for the Defendants, University of Guelph,
Jeffrey Wichtel, Laurie Arnott, Charlotte Yates, Scott
Weese, Glen Pyle, Andrew Peregrine, Dorothee Bienzle,
Amy Greer and Nick Duley