

Memorandum of Settlement (this “Settlement”)

Between

The University of Guelph (the “University”)

And

The University of Guelph Faculty Association

Together (the “Parties”)

Re: Renewal Agreement

1. The Parties’ negotiating teams have tentatively agreed to Articles and Letters and Memorandums to a renewal collective agreement effective July 1, 2024 and expiring June 30, 2027, attached hereto, (the “Renewal Agreement”);
2. The Parties agree to the terms of this Agreement as constituting a full and final settlement of all matters in this round of bargaining.
3. Current Provisions for extended health, dental, long term disability, life insurance and tuition scholarship plan shall continue, except as amended by this renewal agreement.
4. The Parties agree that each will recommend to its respective principals the ratification of the Renewal Agreement.
5. The Parties agree that unless stipulated otherwise all terms and conditions of the Renewal Agreement are deemed retroactive to July 1, 2024.
6. The Parties agree to make all necessary housekeeping amendments to the Renewal Agreement in order to give effect to the overall intentions of the Parties.

7. The Parties warrant that each of the signatories of this Agreement is authorized to bind its respective Party.

Signed on _____ October 21, 2024 _____

On behalf of the University of Guelph	On behalf of the University of Guelph Faculty Association

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, and any relationship (including with a student) of an intimate and/or financial nature during the preceding five (5) years, any student-supervisor relationship, or any other past or present relationship that may give rise to a reasonable apprehension of bias.

8.1.1 In this Article, “student” includes an intern and resident.

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.

Each party may provide a notetaker.

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 by the end of the Academic Year, unless noted otherwise:

- a) ~~by the end of the calendar,~~ an annual list of all Members and their names, dates of hire, categories of appointment, ranks, years of appointment to current ranks, 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) a list of academic partner accommodation appointments annually;
- e) ~~by July 1st of each year, an annual~~ a list of the names and new ranks of Members who have received Tenure and/or Promotion and the effective dates of such Tenures/Promotions;
- f) 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;
- g) 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~~

- h) within ten (10) days of posting, copies of advertisements for external searches;
- i) ~~C~~copies of position descriptions shall be provided to the Association upon written request;
- j) ~~C~~copies of all health benefit contracts shall be provided to the Association upon written request;
- k) ~~B~~benefit usage rates shall be provided to the Association no more than once per year upon written request;
- l) ~~N~~no later than ~~February~~ March 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.;
- m) ~~U~~upon request, a copy of the most recent Teaching Schedule for each Department/School.;
- n) ~~U~~upon request, a copy of a Department/School's current promulgated process for assigning teaching assistants.;
- o) ~~A~~ a copy of all approved Tenure and Promotion Guidelines documents within thirty (30) days of approval.;
- p) ~~No later than December 1 of each year,~~ the University shall provide the Association with a list of Chairs, Acting Chairs, and Interim Chairs including their stipends, University funding allocated to research accounts, and DOE.;
- q) a list of all Members who were granted a Provost Recruitment and Retention salary increase including the amount of the increase.

Article 14 – Member’s Official File

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) redacted~~ attribution and with any personally identifying information removed. Only the Dean, University Librarian, or, in the case of Veterinarians in the AHL or at the Ridgetown campus, 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 19 - Faculty Appointments

Search Committee

- 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 for rare appointments where the University cannot identify the eventual appointee's home Department at the time of the initiation of the search, but instead can identify only a list of possible home Departments. The Search Committee shall consist of: the Chair of one of the possible home Departments (named by the Dean), who shall serve as chair of the Search Committee; four (4) at least one (1) Members elected from and elected by each of the possible home Departments; and up to two (2) persons appointed by the chair of the Committee. All but one (1) of the 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 of the search and the possible home Departments.

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 and shall include all elected Members.

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

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 Tenure and Promotion to Associate Professor or the approved criteria for Tenure for those hired at the rank of Associate Professor without Tenure.

College Tenure and Promotion Committee

21.31 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 they so wish;
- g) submit positive recommendations for or against the conferral of Tenure and Promotion to Associate Professor and Promotion to Professor to the President for decision;

Article 25 - Rights and Responsibilities of Librarians

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, facilitation of access to, and evaluation of ~~information resource~~ collections;
- b) provision of subject-specialized and general reference and research support 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 and preserve digital collections, and facilitate scholarly communication;
- f) provision of information literacy and curriculum support, including programming, collaboration, instruction, ~~and~~ teaching and consultations;
- 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.

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

Continuing Appointment Committee Templates

28.17.5 *Performance Assessment – Biennial Year*

A Continuing Appointment and Promotion (CAP) Committee Performance Assessment Report will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance in the preceding two (2) year period. Such Report shall also include the performance rater for each individual area of effort and will also include the overall rater.

28.17.6 *Performance Assessment – Non-Biennial Year*

A CAP Committee Progress Performance Report will form the basis of the CAP Committee's report to the Library Committee on its overall assessment of the Librarian Member's performance in the preceding one (1) year period. 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."

Library Continuing Appointment and Promotion Committee (LCAP Committee)

28.30 The role of the LCAP 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 or against the conferral of Continuing Appointment and Promotion to Associate Librarian and

- Promotion to Librarian to the President for decision;
- g) issue a letter to the Librarian Member communicating the Library Committee's assessment and recommendation according to the provisions in 28.44;
 - h) submit all letters of recommendation from the Library Continuing Appointment and Promotion Committee to the Provost.

Granting of Continuing Appointment

28.43 Further to Article 28.39, the Librarian Member may apply for the 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 by May 15th. The information indicated in Article 28.22 (g)(1) and (2) shall be provided by the Member to the University Librarian by ~~June 8~~ August 15. Updated materials to the Member's Assessment File may be submitted by the Member by August ~~15th~~ 31.

Promotion for Contractually Limited Librarians

28.44.1 Consideration for Promotion to the rank of Associate Librarian ~~or Librarian~~ will occur only on application of the Member. Such application, ~~including the names and full contact information of six (6) potential External Assessors per Article 28.22 (c) and (d),~~ shall be made in writing by the Librarian Member to the University Librarian through ~~the chair of the CAP Committee their Manager~~ by May 15th. The information indicated in Article 28.22 (g)(1) and (2) *shall be provided by the Member to the University Librarian by* ~~June 8~~ August 15. Updated materials to the Member's Assessment File may be submitted by the Member by August ~~15th~~ 31.

28.44.2 Consideration for Promotion to the rank of Librarian will occur only on application of the Member. Such application, including the names and full contact information of six (6) potential External Assessors per Article 28.22 (c) and (d), shall be made in writing by the Librarian Member to the University Librarian through the chair of the CAP Committee by May 15. The information indicated in Article 28.22 (g) 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 31.

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

Study/Research Leave Decision Procedures

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 by the University. 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~~ Upon request of a Librarian Member 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. 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.

Article 53 – Compensation

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

Rank	2023/24	2024/25	2025/26	2026/27
Professor or Veterinarian	\$107,650	\$118,388.09	\$122,531.67	\$126,207.62
Associate Professor or Associate Veterinarian	\$98,870	\$108,732.28	\$112,537.91	\$115,914.05
Assistant Professor or Assistant Veterinarian	\$93,506	\$102,833.22	\$106,432.39	\$109,625.36

53.6 The Salary Floor for Librarian Members shall be:

Rank	2023/24	2024/25	2025/26	2026/27
Librarian	\$90,739	\$99,790.22	\$103,282.87	\$106,381.36
Associate Librarian	\$81,072	\$89,158.93	\$92,279.49	\$95,047.88
Assistant Librarian	\$75,168	\$82,666.01	\$85,559.32	\$88,126.10

[Note: Numbers to be confirmed by HR]

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, 2022: 1.00%~~

~~July 1, 2023: 1.00%~~

July 1, 2024: 3.75%

July 1, 2025: 3.50%

July 1, 2026: 3.00%

53.8 Faculty, Librarian, and Veterinarian Members' base salaries as at June 30, ~~2022~~ 2024 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, 2022: \$2,789~~

~~July 1, 2023: \$2,876~~

July 1, 2024: \$2,950

July 1, 2025: \$3,000

July 1, 2026: \$3,050

Performance Increments

53.11 A performance-based recognition fund will be established and shall be awarded as one-time lump sums on July 1, 2022 and July 1, 2023 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, 2022 and July 1, 2023, respectively.

~~July 1, 2022: \$1,100~~

~~July 1, 2023: \$1,100~~

July 1, 2024: \$1,100

July 1, 2025: \$1,100

July 1, 2026: \$1,100

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 increase the salary ~~being offered to the~~ of the Faculty Member up to the salary being offered by the other educational institution.

- b) The Association will be informed of the salary being offered by the other educational institution and the University's decision.

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 based on the type of service provided, as listed below. The minimum rate per hour for each type of service (In-house services, Large Animal Clinic; In-house services, Large Animal Clinic, production animals; In-house services, Small Animal Clinic; and Field Service) shall be no less than the following rates, increased at the rate of 90% of the annual client fee increase for each service area:

- 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.

53.27.1 The rate per hour for each type of service in Article 53.27 paid to all Members providing the service shall be communicated to all impacted Members in the OVC and the Association at the time of the increase.

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.

Professional Development Reimbursement (PDR)

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

July 1, 2022: \$2,150

July 1, 2023: \$2,150

July 1, 2024: \$2,200

July 1, 2025: \$2,250

July 1, 2026: \$2,500

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 expenses related to travel for conferences and for Scholarship (such as registration fees for conferences, transportation costs, accommodation, meals);

Letter of Understanding 2 – Student Feedback Questionnaires (SFQs)

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

Each Member has the option of choosing to receive feedback, during the SFQ process, by use of either an electronic or paper (in class) SFQ. Where more than one Member is associated with a particular course, there will be

agreement among the Members as to whether the SFQ 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 SFQs are conducted.

If a course is delivered via Hyflex, Online Synchronous or E-Learning (and the Member does not choose In-class Peer Observation), students must be given the option of completing the SFQ electronically.

The results of SFQs 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 use a paper or electronic format 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 SFQs.

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.

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~~ March 15, 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.

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 Ontario Occupational Health and Safety Act, such complaint investigation 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.

Whether a Member is a respondent or a complainant, they shall be notified in writing if a request for an extension has been granted, the general

rationale for granting, and new timeline. The Association shall be copied, as appropriate.

The Member shall have the opportunity to respond to the notification. Such response may describe the impact of the delay on the Member.

Letter of Understanding 7 – Benefits

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

Effective on January 1, 2023, the following amendments ~~shall be~~ have been made to the Extended Health Care plan:

a) increase the annual dollar allocation for psychological services from \$1,200 per calendar year to \$2,000 per calendar year.

Coverage includes counselling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, occupational therapists, or clinical counsellors registered by the Provincial governing body in the Canadian province in which the services are provided;

b) introduce the pooling of individual paramedical practitioners services (Chiropractor, Osteopath, Chiropodist/Podiatrists, Acupuncture, Naturopath, Speech Therapist, Massage Therapist) dollar allocations to a combined dollar allocation of \$2500 per year with a \$75/per visit maximum.

c) increase the dollar allocation for vision care from \$350 every 24 months for adults and 12 months for children to \$500 every 24 months for adults and 12 months for children.

Letter of Understanding 12 – Scholarship Continuity Support for Members while on Pregnancy or Parental Leave

The Parties recognize that some Members may experience a unique set of challenges in their active research programs while on Pregnancy or Parental Leave. Some research may also have ongoing personnel requirements, and while many granting agencies will extend project end dates for investigators on Pregnancy or Parental Leave, such extensions may not be accompanied by additional funding to compensate for the increased operational costs on the grant. In recognition of this, and to provide and promote a more inclusive work environment:

The University will provide funding support to Members who are on Pregnancy or Parental Leave and who would benefit from such support, provided that they meet the eligibility criteria in this Letter of Understanding as described below, and provided these expenses are not covered by their current grant(s).

Funds received pursuant to this Letter of Understanding must be used solely to pay the operational costs to maintain Scholarship continuity during the Member's Pregnancy or Parental Leave.

Eligibility and Application

In order to be eligible for receipt of funding pursuant to this Letter of Understanding, Members must be on an approved Pregnancy or Parental Leave. [The University will notify members of the availability of this program at the start of each semester and provide information on how to apply.](#)

Members must also inform their department Chair/Director of their financial needs and provide a short, written proposal that explains their financial needs, the amount of funding requested, and how the funds will be used to support lab or other relevant operations during their Pregnancy or Parental Leave.

Available Funding

A Member who wishes to apply for funding pursuant to this Letter of Understanding may request up to the maximum amount, which is normally twenty thousand dollars (\$20,000), for the approved leave(s), whether Pregnancy or Parental Leave is taken and for whatever length of time. All amounts will be less deductions where applicable. Eligible Members may claim reimbursement of eligible expenses.

No Expectation of Research Activity

It is important to stress that Members are not required or expected to maintain research productivity during a Pregnancy or Parental Leave and there is no requirement to apply for this support. All Tenure and Promotion Reviews will continue to be conducted with the understanding that Members are not required to demonstrate productivity while on a Pregnancy or Parental Leave.

Application Process

Members who wish to apply for the funding should inform their department Chair/Director of their needs and provide a short, written proposal (no more than 2 pages, may include charts) at least three (3) months before the Leave begins that outlines the following:

1. evidence of financial need for Scholarship Continuity Support;
2. the amount of funding requested;
3. an explanation of how the funds will be used to support lab or other relevant obligatory operations during their absence;
4. if applicable, a description of the sorts of supports the granting agency funding their work will provide, and evidence of application for this support.

The Dean will determine the funding amount in consultation with the Chair/Director. The Dean (or designate) shall then inform the Member, in writing, of the decision.

Annually upon request, the Association shall be provided copies, or access to, all application and decision materials.

Letter of Understanding 13 - COVID-19 Continuing Commitments

This LOU captures the continuing commitments of the COVID-19 LOUs from March 2020 to Fall 2022.

3. In addition to the one (1) application for Tenure and Promotion/Continuing Appointment before their final year of consideration (as per Article 21.43, 28.40, 33.42), Members whose Tenure-track and Continuing Appointment-track appointment began prior to December 31, 2021 may make a second application for Tenure and Promotion/Continuing Appointment before their final year.

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LOU 16 – Modes of Course Delivery – No Change

LOU 17 – Equity

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

The Parties agree that:

1. The Joint Salary Review (JSR) Committee shall complete the JSR report by June 30, ~~2023~~ 2025. The report shall detail the methodology, model, and high-level results of the review. This report will be shared with UGFA Members. If recommendations can be jointly agreed upon, these recommendations will also be shared.
2. A new self-identification survey, following the JSR survey structure, shall be jointly conducted no later than ~~June 30~~ December 15, 2024. The Parties may jointly agree to adjust the survey structure. The data will be shared per the terms of the July 6, 2021, data sharing agreement for the JSR in item 1. The survey data, combined with the information from Article 13, shall be used by the Parties to:

LOU 19 - OVC Internal Locum

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

In extenuating circumstances, Veterinarians and Clinical Faculty Members in the Ontario Veterinary College may agree to perform an Internal Locum.

Internal Locums must be performed outside of all regularly scheduled work hours. While Members may use their Vacation to perform an Internal Locum, they must take the minimum required vacation under the Employment Standard Act, inclusive of the Locum.

The Dean (or designate) will send a request to all qualified Members and select among those who indicate that they would like to perform an Internal Locum, considering equitable access to Locums. UGFA will be notified of Internal Locums.

~~Internal Locum will be for a minimum of one (1) week duration with a maximum of two (2) appointments pr fiscal year (May – April). The normal working hours for the Internal Locum will be thirty-five (35) hours per week. For Members who choose to be an Internal Locum using their Vacation days, the term shall be weekly with normally a maximum of two (2) terms per calendar year. With the approval of the Dean, additional weeks may be approved based on operational needs and circumstances that arise unexpectedly.~~

~~Additionally, the Dean (or designate) or Members may also request the Internal Locum occur in one (1) day increments without using Vacation days. Faculty Members may provided Members use their External Remunerative Activities days. For this purpose only, Contractually Limited Members will also have ERA days.~~

The normal working hours for the Internal Locum will be thirty-five (35) hours per week, ~~five (5) days at seven (7) hours a day.~~ Members will receive eight thousand dollars (\$8000) per ~~week or, equivalently, two hundred and twenty-nine dollars (\$229) per hour~~ weekly Internal Locum or, for an Internal Locum of less than a week, \$1600 per diem.

~~For clarity, “Members” in this LOU applies to all Members, including Contractually Limited Members.~~

Letter of Understanding 20 – Optional 4-year assessment Cycle

It is agreed and understood that this Letter of Understanding applies to the ~~2026-2028~~ biennial review cycle and therefore survives the expiry of this Collective Agreement.

After the ~~2024~~ 2026 Performance Assessment process, notwithstanding Articles 21.19.4, 21.65, 28.17.5, 28.61, 33.17.2, and 33.62, a Member with Tenure or Continuing Appointment who has received an overall Assessment of “Good,” “Very Good,” or “Outstanding” in the most recent Performance Assessment process may choose to receive neither a Performance Assessment nor a Performance Increment in the next Biennial Year Performance Assessment process. For clarity, the performance increment pool shall be established as per Article 53.11, no matter how many Members opt out of the Performance Assessment process. Members receiving “Very Good” will receive a maximum of two (2) times the Performance Increment. Members receiving “Outstanding” will receive a maximum of three (3) times the Performance Increment. Funds remaining in the performance increment pool will be carried over into the next performance assessment cycle.

A Member’s choice not to receive a biennial Performance Assessment shall play no negative role in future Performance Assessments or Promotion considerations.

Letter of Understanding 21 – Internal Librarian Secondments

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

6. In the event that a Librarian is successful in obtaining the Internal Librarian Secondment and the University does not hire a replacement Librarian to perform the work of the seconded Librarian for the period of the Secondment, the University Librarian (or designate) shall meet with the affected Librarian team(s) to discuss:

- i. what work, if any, shall be suspended, and
- ii. changes, if any, to the assigned responsibilities of any Librarian(s) on the affected team(s).

Any change to the assigned responsibilities of a Librarian, when possible, will reflect the interests and areas of expertise of the Member. The aggregate workload of a Librarian shall not be increased as the result of a Librarian secondment. The DOE of a Librarian shall not change as the result of a Librarian secondment without the agreement of the Librarian. The University Librarian shall communicate in writing to all Librarians on the affected team(s) of any changes.

NEW Letter of Understanding XX – Review of Articles 21, 28, 33

The Parties agree to strike a joint committee with a mandate to review the tenure, promotion and review processes contained within Article 21 (and corresponding Articles for Librarians and Veterinarians - 28 and 33) with a view to developing a joint recommendation for amendments to the language. Any joint recommendation(s) shall be forwarded to the Parties' respective bargaining teams for consideration. Any changes to the Collective Agreement are subject to the approval of the Parties.

Whether or not a joint recommendation is developed, nothing herein shall preclude either party from bringing forward its own proposals in future negotiations regarding Articles 21, 28 and/or 33.

NEW Letter of Understanding – Workload Assessment and Mitigation Committee

No later than December 31, 2025, the Parties agree to strike a joint committee in order to assess concerns arising from workload over past years and measures that might recognize workload concerns and/or mitigate associated workload. The joint committee shall be comprised of four (4) representatives of the Association, appointed by the Association; and four (4) representatives of the University, appointed by the University.

The joint committee shall meet at least monthly through to the end of December 31, 2026 with a mandate to assess concerns arising from workload over past years, including but not limited to those relating to:

1. SAS accommodations
2. Core workload related to Teaching, Scholarship, and Service
3. Other workload related to Teaching, Scholarship, and Service
4. Student advising and student supervision
5. Other student support
6. Forms, systems, sand administrative work
7. Veterinarian weeks on and scheduling of clinics
8. Librarian Professional Practice, Scholarship, and Service (including consultations with students and classes)
9. New technologies

As one of many means for collecting information, by no later than January 30, 2026, the joint committee shall have held separate Constituent Workload Town Hall meetings with Members in each College, with Librarians, and with Veterinarians. Members will be invited to provide written submissions by February 27, 2026. The committee may also decide to call a Member or Members to meet with the committee.

Within 30 days of the last meeting, the joint committee shall issue a report, including recommendations with regard to its mandate.

Upon issuance, the committee's report shall be distributed to all Members.

The Parties shall make good faith efforts to arrive at a mutually acceptable LOU in order to implement measures that recognize and/or mitigate Member workload, in keeping with the report and its recommendations.

The Parties agree that increasing workload faced by Members can have negative impact on Members' wellness and work-life balance. The Parties commit to working productively and collaboratively in order to ensure the successful conclusion of the work of the joint committee.

Mr. William Kaplan is seized for the implementation of this LOU. Should Mr. Kaplan be unavailable, the Parties will jointly agree on an alternative within thirty (30) days of the notice to refer.

The Parties shall make good faith efforts to arrive at a mutually

acceptable LOU in order to implement measures that recognize and/or mitigate Member workload, in keeping with the report and its recommendations.

The Parties agree that increasing workload faced by Members can have negative impact on Members' wellness and work-life balance. The Parties commit to working productively and collaboratively in order to ensure the successful conclusion of the work of the joint committee.

Mr. William Kaplan is seized for the implementation of this LOU. Should Mr. Kaplan be unavailable, the Parties will jointly agree on an alternative within thirty (30) days of the notice to refer.

NEW Letter of Understanding ii – Continuing Appointment and Promotion (CAP) Committee for Veterinarians in Ontario Veterinary College (OVC) Academic Units

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

Except as noted in this LOU, Article 33: Continuing Appointment, Promotion, and Review of Veterinarians, shall be followed.

For the purposes of Article 33.16, the Report for Veterinarians in OVC Departments shall be written by the Program Chair, Program Director or Program Manager who provides the Member's daily oversight.

NEW Letter of Understanding iv – Member feedback when applying for internal Faculty/Librarian/Veterinarian position (NEW)

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

When a Member who holds a Contractually Limited Appointment applies for an internal Faculty, Librarian, or Veterinarian Appointment; is interviewed for this Appointment; and is not hired, they may request feedback from the chair of the Search Committee. The chair of the Search Committee shall

communicate feedback from the Committee on the Member's application to the Member.

NEW Letter of Understanding v – Animal Care Service Veterinarians

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

The Parties agree to create a committee to determine if it is possible to move the Animal Care Service Veterinarians into the Association.

NEW Letter of Understanding – The Collaborative Doctor of Veterinary Medicine Program with Lakehead University (CDVMP)

The Parties agree as follows:

1. Some teaching in the CDVMP may be done by an instructor employed by Lakehead University (“@Lakehead Instructor”). On February 14 of each year, the University shall remit to the Association, in lieu of union dues for @Lakehead Instructors, an amount equal to the average yearly dues of the previous year paid by Members who teach in the DVM program multiplied by the number of @Lakehead Instructors multiplied by the average Teaching DOE of Members who teach in the DVM program on December 31 of the previous year.
2. Prior to the University signing any future contracts and/or agreements related to the CDVMP that are relevant to the terms and conditions of employment of Members, the University shall consult meaningfully with the Association.
3. The University shall provide a copy of any contracts and/or agreements related to the CDVMP that are relevant to the terms and conditions of employment of Members to the Association within two (2) weeks of signing.
4. No later than December 31, 2024, the Parties agree to strike a joint committee in order to discuss all aspects of teaching and overall

workload by Members participating in the CDVMP. The joint committee shall have three (3) constituencies: three (3) Members from the affected Departments, one Member appointed by the Association, one Member appointed by the Administration, and one Member jointly appointed by the Parties; three (3) representatives of the Association, appointed by the Association; and three (3) representatives of the University, appointed by the University.

The joint committee shall meet at least monthly through to the end of April 30, 2025.

Within 30 days of the last meeting, the joint committee shall issue a report including recommendations with regard to, but not limited to, the following:

1. The impact on Members' workload arising from their participation in the CDVMP;
2. The appropriate resources and support;
3. The ways in which Members deliver courses in the CDVMP; and
4. The ways in which student consultation, including office hours, may be conducted.

The Parties shall make good faith efforts to arrive at a mutually acceptable MOA, in keeping with the report and its recommendations, within (30) days following receipt of the report; failing which either Party may refer this matter to interest mediation/arbitration before Mr. William Kaplan. Should Mr. Kaplan be unavailable to arbitrate, the Parties will jointly agree on an alternative arbitrator within thirty (30) days of the notice to refer. The arbitrator shall take into consideration the outcome of the report and the submission of the parties.

All terms and conditions of employment of a Member participating in the CDVMP shall only be those contained in the Collective Agreement between the Association and the University, and any relevant University of Guelph policies, this LOU, and the MOA, or as may be awarded through arbitration.

Letters of Understanding:

Renewed:

LOU 1 – CUPE Local 3913 Unit 2

LOU 3 – Sick Leave

LOU 6 - Performance Review of Vets by Directors outside of process

LOU 9 – Article 18 and Changes to DOE

LOU 10 – Ontario Agricultural College (OAC) Veterinarians Continuing Appointment and Promotion (CAP) Committee

LOU 11 – Exceptional Contractually Limited Faculty or Veterinarian Appointment

LOU 15 – Animal Health Laboratory On-Call Pathologists

LOU 16 – Mode of Course Delivery

LOU 18 – University Pension Plan

LOU 22 - Protocol for Placement of Student Complaint's in Faculty Members' Files

LOU 23 – Assessment of Teaching

Not Renewed:

LOU 14 – Review of Departmental Tenure and Promotion Guidelines (new LOU included above)