

# **COLLECTIVE AGREEMENT**

BETWEEN

**COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL'S COLLEGE**

"Employer"

and

**THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION**

"Association"

**July 1, 2014 – June 30, 2017**

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## Preamble

The University is a public Catholic university federated with the University of Toronto, founded by the Congregation of St. Basil. In keeping with its mission, the University seeks to be Canada's leading English-speaking Catholic university. The University is committed to excellence in all areas, and is dedicated to the pursuit and sharing of knowledge for its own sake. In all of its activities and practices, the University, including the Administration and all of the Bargaining Unit members, is subject to all documents of the Roman Catholic Church as implemented in Canada. Specifically, the governance and activities of the University are informed by and based on the general Norms of *Ex Corde Ecclesiae* ("Ex Corde") and the Ordinances issued by the Canadian Conference of Catholic Bishops in View of the Correct Application of the Apostolic Constitution *Ex Corde Ecclesiae* (the "Ordinances").

## ARTICLE 1 - DEFINITIONS

"academic year" means a twelve month period beginning on July 1 and ending on June 30.

"Act" means An Act Respecting The University of St. Michael's College, 2005, S.O. 2005, c. Pr7.

"Agreement" means this collective agreement between the Collegium and the Association.

"Associate Chief Librarian" means the associate head of USMC Library and Library Archives.

"Association" means the University of Toronto Faculty Association, a trade union as defined under the Ontario *Labour Relations Act, 1995*.

"Bargaining Unit" means all persons employed as faculty members, librarians and archivists on a full-time or part-time basis at the University as defined in the OLRB Certificate (NOTE: Final Certificate will exclude Division Heads)

"By-Laws" means the Amended and Restated By-Laws of the University of St. Michael's College dated September 22, 2010 or as may be amended from time to time.

"Chief Librarian" means the head of USMC Library and Library Archives.

"College" means the St. Michael's College within the University and the University of Toronto as provided for in the Act.

"College Council" means the committee appointed under the Statutes of the Senate of the University that directs the academic affairs of the College.

"Collegium" means the Collegium of the University as provided for in the Act.

"course" means one half-course valued at three (3) credit hours, unless the context clearly indicates otherwise.

"Dean" means the administrative head of the Faculty of Theology.

"Division" within the context of this Agreement means the Faculty of Theology, the Library or the College.

“Division Head” within the context of this Agreement means the Dean, the Chief Librarian, the Principal or any person designated in his/her stead.

“Employer” means the Collegium.

“Faculty” means the Faculty of Theology at the University.

“Faculty Council” means the committee appointed under the Statutes of the Senate of the University which directs the academic affairs of the Faculty.

“Faculty Member” means a member who is appointed at the rank of Assistant Professor (Conditional), Assistant Professor, Associate Professor or Professor within the Faculty of Theology.

“Librarian” means a member who is a professional librarian or archivist appointed to the rank of Librarian I, Librarian II, Librarian III or Librarian IV.

“Library” means the John M. Kelly Library and the University of St. Michael’s College Archives.

“Member” means a member of the Bargaining Unit, as described in the final Certificate

“OLRB Certificate” means the certificate of the Ontario Labour Relations Board, number 3734-10-R, dated April 12, 2011, and any amendments thereto that may be issued by the Ontario Labour Relations Board.

“Party” means the Association or the Employer.

“President” means the President of the University, as provided for in the *Act*.

“Principal” means the administrative head of the College.

“Senate” means the Senate as provided for in the *Act*.

“University” means the University of St. Michael’s College as provided for in the *Act*.

## **ARTICLE 2 - RIGHTS OF THE PARTIES**

### **2.1 Rights of the Association**

#### **2.1.1 Recognition**

The Employer recognizes the Association as the sole and exclusive certified bargaining agent for all members.

#### **2.1.2 Representation**

- (a) The Parties shall exchange a list of designated authorities, including negotiators and grievance officers, with whom each Party is required to transact business under this Agreement. Each Party shall give written notice to the other Party at least two (2) working days in advance of any changes to that Party’s list of designated authorities.

- (b) The Employer shall place a clear and visible link to this Agreement on the University's Human Resources webpage.

### 2.1.3 Association Dues

- (a) On behalf of the Association, the Employer shall deduct from the salary of each member the Association's regular dues and assessments. The Association shall notify the Employer, in writing, of the amount of its regular dues and assessments, and advise the Employer, in writing, of any change in the regular dues and assessments not less than twenty (20) calendar days prior to the date of effect.
- (b) The regular dues and assessments deducted under this Article shall be remitted to the Association by the Employer by the fifteenth (15th) day of the month following the month of deduction and shall be accompanied by a list of the members from whom such dues and assessments have been deducted along with the amount(s) deducted from each member.

### 2.1.4 Course Release

- (a) The Employer shall grant the Association's Chief Negotiating Officer one (1) course release for each renewal of the collective agreement.
- (b) The Employer shall grant the Association's Unit Chair one (1) course release each academic year, except that the Unit Chair will not be entitled to course release during such period of time as the Unit Chair has been given course release for bargaining under 2.1.4 (a).
- (c) When a Librarian is the Association's Chief Negotiating Officer or Unit Chair, an equivalency rate of 3.5 hours per week for one term shall be used. The Librarian shall give reasonable notice to the Chief Librarian of when such release time is to be used.

### 2.1.5 Recognition of Service

- (a) For the purposes of merit, renewal, tenure, promotion and establishing the service component of workload, time spent as an Association representative in meetings with the Employer shall count for service.

### 2.1.6 Facilities

The Employer shall provide the Association with access to meeting rooms on the same terms as apply to other bargaining agents.

### 2.1.7 Mail

The Association shall have access to the internal postal services of the University on the same basis as available to other users.

## 2.2 Management Rights

- (a) Except, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management, including the right to manage the enterprise and its

operations without interference, are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its Management.

- (b) Without restricting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include the right to determine the extent of the academic programs and library services it offers and their commencement, expansion, curtailment or discontinuance. In the case of academic programs, decisions on curtailment or discontinuance shall only be made for reasons of financial exigency or redundancy.

### **2.3 Joint Committee**

- (a) Within ninety (90) calendar days of the ratification of this Agreement, the Parties shall form a Joint Committee consisting of two (2) individuals appointed by the Employer and two (2) individuals appointed by the Association.
- (b) Members of the Joint Committee shall normally be appointed for the term of this Agreement. In the event that a member of the committee withdraws prior to the termination of this Agreement, the Party that appointed that member shall appoint an alternate representative.
- (c) The Joint Committee shall review matters of concern arising from the administration and application of this Agreement, excluding any dispute which is at that time being resolved under the grievance procedure set out in Article 20 (Dispute Resolution) of this Agreement. The Joint Committee shall attempt to foster effective communications and an effective working relationship between the Parties and shall attempt to maintain a spirit of mutual cooperation and respect between the Parties.
- (d) The Joint Committee shall meet at least twice per academic year on dates that are agreeable to the Parties. There will be an agreed upon agenda for each meeting, distributed in advance. Meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association. This Article does not preclude the Parties from having informal meetings to attempt to resolve differences that may arise from time to time.
- (e) The Joint Committee shall have no power to add to or modify the provisions of this Agreement but may recommend changes to the administration or application of this Agreement, or changes to this Agreement.

### **2.4 Communication**

- (a) Except where otherwise specified in this Agreement, correspondence between the Association and the Employer arising out of this Agreement shall pass between the President and the President of the Association, or their designates.
- (b) Where written notice is specified in this Agreement, the Parties may use the University internal mail or electronic mail.



## 2.5 Information

- (a) The Employer shall provide the Association with the following information:
- (i) No later than twenty (20) working days after the signing of this Agreement, a list containing the name, sex, highest degree, year of highest degree, internal e-mail address and telephone number, division, date of initial appointment, rank and category of initial appointment, rank and category of current appointment, date of appointment to current rank, full-time or part-time (expressed as a percentage of full-time) status, teaching load (if applicable), administrative load (if applicable), type and duration of any leaves scheduled and/or granted for the academic year, reference salary, and merit award (if applicable), for each member; Any changes to the above information shall be provided to the Association annually;
  - (ii) No later than twenty (20) working days following the appointment of a new member, the information in paragraph (i) above, where applicable, and a copy of the letter of appointment of the new member;
  - (iii) No later than twenty (20) working days following the renewal, tenure or promotion of a member, the name and new rank (if applicable) of that member;
  - (iv) A copy of all correspondence between the Employer and any member communicating decisions regarding discipline, dismissal, and/or the disposition of a grievance at the time it is sent to the member;
  - (v) Notice of meetings of the Collegium and their agenda at the time of distribution;
  - (vi) A copy of all actuarial evaluations, actuarial determinations with respect to solvency relief and any decisions made on changes to the Retirement Plan of the University when they are approved;
  - (vii) A copy of all audited financial statements and auditor reports concerning the Retirement Plan of the University when they are approved; and
  - (viii) A copy of the audited financial statements of the University when each is presented to the Collegium.
- (b) The Association recognizes that it will receive confidential information from the Employer under the terms of this Agreement and confirms that it will follow appropriate confidentiality protocols when dealing with this information.

## **ARTICLE 3 - NON-DISCRIMINATION, HARASSMENT, WORKPLACE VIOLENCE AND EQUAL OPPORTUNITY**

### **3.1 General**

- (a) The Employer and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of membership or non-membership in the Association or their participation or non-participation in the activities of the Association.
- (b) The Employer and the Association also agree that there shall not be any discrimination or harassment in the treatment of members as prescribed in the Ontario Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it. Alleged violations may be pursued under the grievance procedure herein unless the matter has been pursued under the Code, in which case, the grievance procedure and arbitration may not be used.
- (c) Members will neither engage in nor be subject to threats of physical abuse, physical harm or other forms of workplace violence. All forms of workplace violence will not be tolerated.

Members shall not engage in or be subject to harassment, which comprises a course of vexatious conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient and is known or ought reasonably to be known to be unwelcome. For clarity, this does not include the proper exercise of academic freedom, the proper performance of management functions, the proper exercise of management authority or the proper issuance of discipline to a member.

Workplace violence or harassment described above shall be treated as a serious disciplinary offence and violators will be disciplined accordingly.

- (d) Every member has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, a member may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under this Agreement or a complaint in accordance with another University policy or guideline, provided that the member is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. For clarity, there will be no reprisals against any member who brings forward a complaint of harassment and/or discrimination within the meaning of Article 3 of this Agreement provided that the member is not acting in bad faith or in a manner that is vexatious or clearly improper.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance.

### **3.2 Equal Opportunity and Diversity**

- (a) The Parties agree to promote equal opportunity and diversity in employment.

- (b) The Employer shall strive to ensure that its employment policies and practices are free of barriers, both systemic and deliberate, that discriminate against groups that are protected under the Human Rights Code.
- (c) The Association agrees that it, and its members, shall also strive to administer their duties and responsibilities in a manner that assists the Employer in discharging its commitment to foster an environment of equal opportunity and diversity.
- (d) While the parties will strive to make reasonable efforts to promote equal opportunity and diversity in employment, no candidate who does not have the qualifications and meet the criteria for the applicable appointment shall be recommended for an initial academic appointment pursuant to Article 7 (Search Procedure for Academic Appointments).

### **3.3 Extended Time for Grievance**

- (a) Notwithstanding Article 20.1(b), a grievance concerning an alleged violation of a member's rights under this Article shall be considered timely if filed no later than six (6) months after the alleged conduct occurred.

## **ARTICLE 4 - UNIVERSITY GOVERNANCE**

### **4.1 Collegial Self-Governance**

The Parties recognize that the collegial process is a constituent element of university life. The Employer acknowledges the right and responsibility of each member to participate in the formulation and recommendation of academic policies and procedures within the University through duly constituted collegial bodies and committees.

### **4.2 Amendments to the Act or the By-laws**

Prior to submitting any proposal to the Collegium concerning any amendments to the *Act* or the By-Laws, the Employer shall provide the Association with a copy of such proposal and allow the Association a reasonable opportunity to make representations to the Collegium thereon, prior to the Collegium taking any decision on such proposal.

### **4.3 Selection of Administrators**

Prior to the appointment of a Division Head, the Employer shall provide to the Association and the members a description of the consultative process that will be followed in the selection. The Association shall be given a reasonable opportunity to make representations to the Employer thereon on its own and the members' behalf.

## **ARTICLE 5 - RIGHTS AND OBLIGATIONS OF THE MEMBERS**

### **5.1 Academic Freedom**

- (a) Members enjoy freedom in teaching, scholarship, including research and creative professional work, and publication. This is required by their responsibility to the integrity of their scholarship and discipline and its advancement, on the one hand, and, by their special position in relation to the service of the Word of God

and as exercising a public ministry to and for the community of the faithful in the Church, on the other hand.

- (b) The Parties to this Agreement agree to uphold the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, the Parties agree to abide by the principle of academic freedom as expressed in the following statement: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University and society at large. As a Catholic University, the exercise of academic freedom is subject to the provisions of *Ex Corde* and Ordinances set out in the Preamble to this Agreement. Specifically, and without limiting the above, academic freedom entitles members to engage in the following:
- (i) Examine, question, teach, learn and serve;
  - (ii) Disseminate opinions on any questions related to the member's teaching, professional practice or development, or scholarship, including research and creative professional work, both inside and outside the classroom;
  - (iii) Choose and pursue scholarship, including research and creative professional work, and professional development, without interference or reprisal, and freely publish and make public the results thereof;
  - (iv) Choose and pursue teaching methods and content;
  - (v) Create, exhibit, perform or adjudicate works of art;
  - (vi) Select, acquire, disseminate, or critique documents or other materials;
  - (vii) Criticize the Employer or any other organizations, whether corporate, political, public, private, institutional as well as society at large;
  - (viii) Engage in service to the institution and the community;
  - (ix) Participate in professional and representative academic bodies; and
  - (x) Recommend library material relevant to the pursuit of learning.
- (c) Academic freedom does not require neutrality on the part of the member. Academic freedom makes intellectual discourse, critique and commitment possible.
- (d) Academic freedom does not confer legal immunity and carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base scholarship, including research and creative professional work, and teaching on an honest search for knowledge.
- (e) In any exercise of freedom of expression, members shall not purport to convey an official position of the Employer unless so authorized.

## 5.2 Outside Professional Activities

- (a) A Faculty Member may engage in outside professional activity or act in a consulting or advisory capacity to public or private clients, recognizing that suitable contact with the public and private sector offers a desirable means whereby he or she may relate his or her professional activities and teaching to current practice, trends and developments, subject to the following:
- (i) Such professional activity shall not conflict or interfere with the fulfillment of his or her duties and responsibilities to the University as provided in this Agreement;
  - (ii) The University shall be reimbursed, at a reasonable rate set by the Employer, for supplies, equipment, facilities and the space used in connection with the outside professional activity, it being understood that University activities shall have priority in the use thereof;
  - (iii) The name of the University shall not be used in any outside professional activity unless agreed, in writing, by the appropriate University authority. Notwithstanding the above, nothing shall prevent a member from stating the nature and place of his/her employment, rank and title, in connection with outside professional activities, provided that he/she shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing;
  - (iv) The University letterhead shall not be used in correspondence between a member and his/her client, or in any report he/she may submit, and, subject to subparagraph (iii) above, the name of the University shall not appear in any publicity or commercial presentation of the results of the consulting work nor shall the member represent himself/herself as an agent of the University; and
  - (v) All members must report annually the number of days of paid activity outside the University. If the number of days reported are twelve (12) or greater the member shall provide a brief description of each activity.

## 5.3 Intellectual Property

### 5.3.1 General

- (a) The University believes that efforts to increase and communicate knowledge are at the heart of academic endeavors. Often these endeavors will result in the creation of intellectual property that may be of benefit to the broader society. Intellectual property means any result of intellectual or artistic activity created by a member that can be owned by a person and protected under patent, copyright, trademark or similar laws.
- (b) The Parties recognize that the common good of society depends upon the unfettered search for knowledge in all fields of study and upon its free exposition.
- (c) In order that members have control over the direction, integrity, and use of their scholarly work, as a general principle, ownership of all types of intellectual

property shall rest with the member who creates it. Such ownership is recognized as an integral part of academic freedom.

- (d) No member shall be obliged to engage in the commercial exploitation of his or her scholarly work or to provide commercial justification for it.
- (e) The Employer shall not enter into any agreement with a third party (including an agreement to administer funds) which alters, abridges, or has the effect of altering or abridging the intellectual property rights of a member under this Agreement.

### 5.3.2 Right to Publish

- (a) The University is an open environment for the pursuit of scholarly work. Academic freedom and critical inquiry depend on the communication of the findings and results of intellectual investigation. The Employer shall not interfere with any member's freedom to publish the results of scholarly inquiry and research.
- (b) The Employer shall refuse to enter into or administer any research agreement or grant that allows the funders or other third party to infringe on any member's freedom to publish the results of research, except in extraordinary circumstances where, statutorily to protect intellectual property, a maximum publication delay of two (2) months from the conclusion of a research project may be accepted.

### 5.3.3 Copyright

- (a) Copyright applies to all original literary, dramatic, artistic, musical and textual works as defined by the *Canadian Copyright Act*.
- (b) Works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs and other works of art.
- (c) 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 Employer's facilities and resources, except in those cases where there is a contract or written agreement to the contrary which assigns the copyright to the Employer. All such contracts and agreements shall be copied to the Association.
- (d) No contract or written agreement between the Employer and a member shall contain a clause waiving moral rights.
- (e) In the event that an original work is the creation of more than one member, the provisions of this Article apply on a pro rata basis to all the creators of the work.

- (f) In the event that the Employer 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.

#### 5.3.4 Extraordinary Support

When the Employer invests extraordinary support, including but not limited to a grant to subsidize publication, it may negotiate specific conditions with the member(s) who is (are) the creator(s) to participate in the royalties. Whenever such extraordinary support is offered, the Employer shall stipulate at the time it offers the subsidy if it wishes to negotiate a claim to royalties that may accrue from publication or other work thus supported. If it does not, it shall be deemed to have waived any claims to royalties or other income. All agreements between a member or members and the Employer pursuant to this paragraph shall be in writing and shall be copied to the Association. As soon as the Employer has recovered the full amount of the extraordinary support mentioned in this paragraph, its share of gross royalties or other proceeds shall be lowered to a figure no higher than 40% in any year. The Employer's share of such royalties or other proceeds which are in excess of the extraordinary support shall be used to fund activities in support of research and other scholarly activities. Disbursements of these funds shall be reported to the Association annually. The burden of establishing the amount of extraordinary support incurred by the Employer shall be borne by the Employer.

#### 5.4 Responsibilities and Obligations of Members

- (a) A Faculty Member's professional obligations and responsibilities to the University shall encompass a combination of (i) teaching; (ii) scholarship, including research and creative professional work; (iii) service. While the distribution of these duties may vary from individual to individual, they constitute the Faculty Member's principal obligation during the employment year, and include, without being restricted to, responsibilities as follows:
  - (i) A Faculty Member shall carry out his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself reasonably accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of his or her students.
  - (ii) A Faculty Member shall be entitled to and be expected to devote a reasonable proportion of his or her time to scholarship, which includes research and creative professional work. He or she shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures and other appropriate means. Faculty Members shall, in published works, indicate any reliance on the work and assistance of academic colleagues and students in accordance with established academic norms.

- (iii) A Faculty Member agrees to maintain his or her professional competence in his or her discipline and to acquire and maintain reasonable teaching competence.
  - (iv) Faculty Members agree to deliver the required contact hours for each scheduled course, except in cases of unforeseen emergencies; to obtain advance approval from the Dean for any significant deviation from their teaching schedules or course of studies; to have each session adequately planned; and to inform the Dean when, during the academic year, they are undertaking any employment outside the University or are engaging in a major course of study.
- (b) A Librarian's professional obligations and responsibilities shall encompass a combination of (i) teaching and/or professional practice, (ii) scholarship, including research and creative professional work and (iii) service. While the distribution of these duties may vary from individual to individual, they constitute the Librarian's principal obligation during the employment year. A Librarian shall carry out his or her responsibilities with all due attention to the establishment of fair and ethical dealings with library users, colleagues and staff taking care to be reasonably accessible. A Librarian shall foster a free exchange of ideas and shall not impose nor permit censorship. A Librarian shall ensure the fullest possible access to library materials.
- (c) For Faculty Members and Librarians, service normally includes administrative or committee work within the University or the Toronto School of Theology or the University of Toronto. Service also includes activities outside the University which further the scholarly and educational goals of the University. Outside activities are not meant to include general service to the community unrelated to the member's scholarly or teaching activities. In the performance of these collegial and administrative activities, Faculty Members shall deal fairly and ethically with their colleagues, shall impartially assess the performance of their colleagues, shall not infringe their colleagues' academic freedom and shall observe appropriate principles of confidentiality.

## **ARTICLE 6 - APPOINTMENT OF ACADEMIC STAFF**

### **6.1 Categories of Appointment - Faculty**

All Faculty Members shall have an appointment corresponding to one of the categories and at one of the ranks set out in this Article.

#### **6.1.1 Non-Tenure Stream Appointments, Contractually-Limited Term Appointment (CLTA)**

- (a) CLTAs are faculty appointments that carry no implication of renewal or continuation beyond the stated term.
- (b) Faculty Members holding a CLTA shall normally be appointed at the rank of Assistant Professor. However, Faculty Members holding a CLTA may be appointed at the rank of Assistant Professor (Conditional) or at a higher faculty rank if such rank is recommended by the Search Committee at the time of appointment.



- (c) A CLTA contract will normally be for one (1), two (2) or three (3) years. No Member may serve on a CLTA contract(s) for more than three (3) years in total including any extensions to such contract(s).
- (d) The procedures as set out in Article 7 (Search Procedure for Academic Appointments) shall be followed when making CLTA appointments.
- (e) Faculty Members holding a CLTA may apply in the normal way for any new tenure stream or tenured appointments. When Faculty Members are appointed to a tenure stream position after holding a CLTA, Faculty Members may elect, with approval of the Dean and the President [article 10.2.1(b)], to shorten their pre-tenure period by a period not to exceed three (3) years or the number of years the Faculty Member held a CLTA, whichever is less.

#### 6.1.2 Tenure Stream or Tenured Appointment

- (a) A tenure stream appointment as a Faculty Member is a pre-tenure appointment that usually consists of an initial contract of three (3) years that may be renewed and extended for three (3) years pursuant to the renewal process set forth in this Agreement. In the terminal year of the renewed contract, these Faculty Members shall be considered for tenure.
- (b) A tenured appointment is a permanent appointment that is conferred pursuant to the tenure process set forth in Article 10.2 (Tenure) of this Agreement or pursuant to the hiring process set forth in Article 7 (Search Procedure for Academic Appointments) of this Agreement.
- (c) A tenured appointment may be terminated only by retirement, resignation or discharge for cause or for reasons of financial exigency or redundancy.
- (d) A tenured appointment may also be terminated where, without fault on his or her part, the Faculty Member is prevented by cause or matter beyond his or her control from carrying out reasonable duties, including, without limitation, physical or mental illness or injury, except where and so long as the Faculty Member (or his or her legal representative) makes no claim against the University for salary or other remuneration.

## 6.2 Academic Ranks - Faculty

### 6.2.1 Faculty Ranks

- (a) All Faculty Member appointments shall be made to one of the following ranks:
  - (i) Assistant Professor (Conditional);
  - (ii) Assistant Professor;
  - (iii) Associate Professor; and
  - (iv) Professor.

#### 6.2.2 Assistant Professor (Conditional)

Faculty Members who have not yet completed a doctoral degree or the equivalent qualification for the position shall be appointed at the rank of Assistant Professor (Conditional) either in the tenure stream or on a CLTA contract. Upon completion of a doctoral degree or the equivalent qualification for the position, Assistant Professors (Conditional) shall be promoted to the rank of Assistant Professor. If such member is in the tenure stream, he/she shall receive a three (3) year contract as of the July 1 following his/her promotion.

#### 6.2.3 Assistant Professor, Tenure Stream

- (a) The Assistant Professor rank is the usual starting point for a person beginning a career of teaching, scholarship, including research and creative professional work, and service at the University.
- (b) All Faculty Members appointed at this rank in the tenure stream must have completed a doctoral degree or the equivalent qualification for the position.
- (c) An initial contract at the rank of Assistant Professor in the tenure stream shall be for a three (3) year term.
- (d) It should be clearly understood that the Employer is under no obligation to renew the contract of an Assistant Professor in the tenure stream.
- (e) Faculty Members holding an initial contract at the rank of Assistant Professor in the tenure stream shall be reviewed for renewal in the third year of the initial contract. Upon renewal, the initial contract shall be extended for a period of three (3) years. Members at the rank of Assistant Professor in the tenure stream shall be considered for tenure during the terminal year of their renewed contracts.

#### 6.2.4 Associate Professor, Tenure Stream or Tenured

- (a) Upon attaining tenure, a Faculty Member at the rank of Assistant Professor shall be promoted to the rank of Associate Professor.
- (b) An initial appointment at the rank of Associate Professor shall either be with tenure or in the tenure stream and shall be for a contract term of not less than one (1) year and no more than three (3) years. Members initially appointed at the rank of Associate Professor in the tenure stream shall be considered for tenure in the terminal year of their contracts.
- (c) All Faculty Members appointed at the rank of Associate Professor must have a completed doctoral degree.

#### 6.2.5 Professor

- (a) The rank of Professor is granted pursuant to the promotion process set forth in Article 10.3 (Promotion).
- (b) An initial appointment at the rank of Professor shall be made with tenure.
- (c) All members appointed at this rank must have a completed doctoral degree.

## **6.3 Categories of Appointment – Library**

### **6.3.1 Librarian Ranks**

- (a) All Librarian appointments shall be made to one of the following ranks:
  - (i) Librarian I;
  - (ii) Librarian II;
  - (iii) Librarian III; and
  - (iv) Librarian IV.
- (b) A Librarian who does not have permanent status will usually be appointed at the rank of Librarian I or II. If appointed at the rank of Librarian I, the appointment will usually consist of an initial contract that may be renewed and extended for three (3) years pursuant to the promotion to Librarian II process set forth in this Agreement. In the terminal year of the renewed contract, the Librarian shall be considered for permanent status. If appointed at the rank of Librarian II, the Librarian shall be considered for permanent status in the terminal year of his/her contract.
- (c) Independently of rank, a Librarian may be granted permanent status, which is the holding by a Librarian of the University of a continuing appointment in which the University has relinquished the freedom to terminate except by retirement, resignation, or discharge for cause as set out in Article 19 or redundancy. Permanent status shall be granted only by a definite act under the conditions stipulated herein, on the basis of merit.
- (d) A permanent status appointment may also be terminated where, without fault on his or her part, the Librarian is prevented by cause or matter beyond his or her control from carrying out reasonable duties, including, without limitation, physical or mental illness or injury, except where and so long as the Librarian (or his or her legal representative) makes no claim against the University for salary or other remuneration.
- (e) To qualify for appointment to any rank, the candidate shall have the minimum of a Masters Degree from an accredited school of library or informational science, or equivalent professional education and training in librarianship.

### **6.3.2 Librarian I**

- (a) Librarian I is the rank at which a professional career normally begins. To qualify for an appointment to this rank the candidate shall show both potential for successful performance and promise of future professional and academic activity. The contract for Librarian I shall not be less than one (1) year or more than two (2) years. During the last six (6) months of the contract the member will be reviewed for promotion as set out in Article 11 (Promotions and Permanent Status – Librarians).

- (b) It should be clearly understood that the Employer is under no obligation to renew the contract of a Librarian I.

#### 6.3.3 Librarian II

To qualify for appointment or promotion to the rank of Librarian II, the candidate shall have at least one (1) year of professional experience or equivalent. As a primary criterion for appointment or promotion to this rank, a candidate shall have a record of successful performance as a Librarian. A Librarian promoted to this rank shall receive a three (3) year contract. A Librarian initially appointed to this rank may receive a contract for a shorter period where previous experience warrants this, but in no case shall the contract be for less than one year.

#### 6.3.4 Librarian III, Permanent Status

- (a) Permanent status for Librarians entails the acceptance by a Librarian of the obligation to perform conscientiously as a contributor to teaching, learning and scholarship in the University. Librarians who enter the University in the rank of Librarian I shall be considered for appointment with permanent status during the third year of service in the rank of Librarian II in the University. Librarians appointed at the rank of Librarian II for a contractual period of up to three years' duration shall be considered for permanent status in the final year of their contracts.
- (b) Upon attaining permanent status as provided in Article 11, a member at the rank of Librarian II shall be promoted to the rank of Librarian III.
- (c) An initial appointment at the rank of Librarian III shall either be with permanent status or shall be for a one year term during which the member shall be considered for permanent status.

#### 6.3.5 Librarian IV

- (a) A member at the rank of Librarian III may be promoted to the rank of Librarian IV pursuant to Article 11 (Promotions and Permanent Status – Librarians).
- (b) An initial appointment at the rank of Librarian IV shall be made with permanent status pursuant to Article 11 (Promotions and Permanent Status – Librarians).

### 6.4 Part-Time Appointments

- (a) A part-time appointment is one that does not exceed 75% of full-time employment. Normally, part-time appointments shall not be made at less than one-third of a full-time appointment.
- (b) Individuals currently holding a tenured or permanent status full-time position may, with the agreement of the Dean or Chief Librarian, as the case may be, and with the approval of the President, change to a tenured or permanent status part-time position, whichever is appropriate.

- (c) Part-time Faculty Members or Librarians may hold tenure or permanent status, as the case may be, only in the case of full-time tenured or permanent status members who change to a part-time appointment in accordance with section (b).

## **ARTICLE 7 - SEARCH PROCEDURE FOR ACADEMIC APPOINTMENTS**

### **7.1 New Appointments**

- (a) New tenure stream and CLTA appointments shall be initiated by a recommendation from the Dean to the President
- (b) New librarian appointments shall be initiated by a recommendation from the Chief Librarian to the President.
- (c) After receiving a recommendation for a new appointment from the Dean or the Chief Librarian, as the case may be, the President shall decide, in his/her sole discretion, whether or not to grant approval to initiate a search.

### **7.2 Search Committees**

#### **7.2.1 Faculty of Theology Search Committee**

- (a) When the President has granted approval to initiate a search for a tenure stream or CLTA appointment to the Faculty, the Dean shall establish a Search Committee consisting of seven (7) persons as follows:
  - (i) The Dean, who shall serve as chair of the committee;
  - (ii) Two (2) Members in the Faculty appointed by the Faculty Council, including at least one (1) Member with Advanced Degree status;
  - (iii) One (1) Member in the Faculty appointed by the President;
  - (iv) One (1) student in the Faculty appointed by the Student Life Committee at the Faculty; and
  - (v) One (1) faculty member from the Toronto School of Theology who is appointed by the Director of the Toronto School of Theology.
  - (vi) One (1) faculty member from the University of Toronto, School of Graduate Studies, appointed by the President.

#### **7.2.2 Librarian Search Committee**

- (a) When the President has granted approval to initiate a search for a librarian appointment, the Chief Librarian shall establish a Search Committee consisting of seven (7) persons as follows:
  - (i) The Chief Librarian, who shall serve as chair of the committee;
  - (ii) Three (3) members in the Library at or above the rank being hired who are appointed by the Joint Senate/College Council Library Committee;

- (iii) One (1) professional librarian from the University of Toronto Libraries at or above the rank being hired who is appointed by the President;
- (iv) One (1) Member in the Faculty appointed by the Faculty Council; and
- (v) One (1) student appointed by the St. Michael's College Student Union.

### **7.3 Advertisement**

- (a) The Search Committee shall provide the President with a statement describing the qualifications required for the position, the criteria to be used to evaluate candidates and specific duties of the position.
- (b) The President shall authorize an advertisement at least in, but not limited to, *University Affairs*, the *CAUT Bulletin*, as well as national and international journals and websites in the disciplines concerned. No changes to the statement provided by the Search Committee may be made without its agreement.

### **7.4 Religious**

The Parties recognize that members of certain Catholic Religious Orders who are found to be qualified by the Search Committee for positions in the Faculty may be given preferential hiring. In such event, there need not be an advertisement or a short-list of candidates as contemplated elsewhere in this Article.

### **7.5 Procedures of the Search Committee**

- (a) The Search Committee shall review applications and seek input from all members in the relevant Division. The Search Committee shall provide the President with a short-list of qualified candidates to be interviewed. The short-list shall include at least two (2), preferably three (3), candidates.
- (b) The Chair of the Search Committee, with the approval of the President, shall, in writing, invite the short-listed candidates to interview on campus. At the same time, the Chair shall advise such short listed candidates that Faculty Members and Librarians are represented by UTFA and provide them with an electronic link to this Agreement.
- (c) The Search Committee shall interview the short-listed candidates. Members in the relevant Division shall have an opportunity to meet with the short-listed candidates and provide confidential feedback to the Search Committee.
- (d) The President shall have an opportunity to review the Search Committee's file on each short-listed candidate and may interview the candidates.
- (e) The evaluation of candidates by the Search Committee shall be based upon the criteria set forth in the advertisement. In its deliberations the Search Committee shall consider various factors including the following:
  - (i) Academic credentials;
  - (ii) Program fit with the relevant academic unit;

- (iii) Evidence of teaching performance and/or professional practice; and
  - (iv) Evidence of contributions or clear indications of potential to make strong contributions in the area of scholarship, including research and creative professional work.
- (f) The Search Committee shall make a detailed written report and recommendation, which shall include the proposed starting rank and the proposed number of previous years of equivalent service to receive credit, as well as tenure or permanent status, if appropriate.
- (g) If the Search Committee decides to recommend that an appointment be made with tenure or permanent status, as the case may be, the Search Committee shall forward the candidate's file to a Tenure or Permanent Status Committee which shall be established by the relevant Division Head for the purpose of determining whether the candidate meets the criteria for tenure or permanent status as set out in Article 10 or Article 11, as appropriate. The Committee shall report its decision to the Search Committee prior to the Search Committee finalizing its recommendation.
- (h) Where the consensus of the Search Committee is that no candidate is appropriate, the position shall be re-advertised no later than the following academic year.
- (i) The chair of the Search Committee shall forward its written report and recommendation, together with the recommendation of the Tenure or Permanent Status Committee, if any, to the President.
- (j) The President shall, in his/her sole discretion, decide whether to accept or reject the Search Committee's recommendation based on the qualifications of the candidate, the criteria set by the Search Committee, the factors listed in this Article, any change in circumstances and the evidence before him/her. Tenure or permanent status may not be granted unless a Tenure or Permanent Status Committee has recommended that the candidate be appointed with tenure or permanent status, as the case may be.
- (k) The President's decision shall be communicated to the chair of the Search Committee.
- (l) If the President rejects the Search Committee's recommendation, the President shall advise the Search Committee. The Search Committee may reconsider the matter and may recommend an alternative candidate, in which case, the applicable procedures in this Article shall be repeated. If the Search Committee is unable to recommend an alternative candidate, the President may reconsider the recommendation.

## **7.6 Letters of Appointment**

- (a) The letter of appointment shall designate the terms and conditions of that appointment, including the following:
- (i) Category of appointment and rank:

- (ii) Credited years of service, if any;
  - (iii) Date of appointment;
  - (iv) Full-time or part time with full-time equivalent ratio;
  - (v) Job responsibilities;
  - (vi) Division and department, if applicable; and
  - (vii) Starting salary.
- (b) The letter of appointment shall stipulate that the appointment is subject to this Agreement.
- (c) A copy of the letter of appointment shall be placed in the member's confidential personnel file and forwarded to the Association.

## **ARTICLE 8 - WORKLOAD**

### **8.1 General**

Workload shall be a combination of tasks assigned by the Division Head and tasks determined through collegial interaction, self-direction and self-assignment. Workload assignment and distribution shall take into account both assigned and self-assigned activities. Some degree of diversity in individual workloads is normal and it is understood that individual workloads vary over time, including from year to year. However, it is the purpose of this Article to ensure that members' workloads are fair, reasonable, and equitable and are managed in a collegial and inclusive fashion, in a manner which facilitates the professional development of members, and which furthers the teaching, scholarship, and service missions of the University.

### **8.2 Principles Governing Establishment and Assignment of Workload**

- (a) Workload shall be fair, reasonable and equitable.
- (b) Workload assignment shall be made in accordance with criteria that are known to all members of the Division.
- (c) Workload assignment shall be consistent with each member's category of appointment.
- (d) Workload assignment shall reflect the diversity of scholarly work, including research and creative professional work, as well as the assigned teaching/professional practice and service responsibilities of members.
- (e) Workload allocation shall comprehensively take into account the full scope of responsibilities of each member commensurate with the three principle areas of responsibility of each member's appointment.
- (f) Consistent with Article 8.1, there shall be an opportunity for all members to contribute reasonably to the setting of criteria used for assigning and managing



workloads in their Division and to contribute reasonably to the assignment of their own workloads.

- (g) Workload allocation shall respect academic freedom and professional autonomy.
- (h) Workload allocation shall reflect approved participation in programs outside the University, including service activities related to the mission of the University.
- (i) Individual workloads shall be evaluated and assigned based on the principle that comparable work shall be weighed in the same manner.
- (j) No member shall be expected to carry out duties and have a workload unreasonably in excess of those applicable to other members in the same Division.
- (k) Members whose appointments are less than 100 percent of a full-time appointment shall have individual workloads that are proportional to their percentage appointments.

### **8.3 Establishing Individual Workloads**

#### **8.3.1 Assignment of Individual Workloads**

- (a) Each academic year, the members of each Division shall meet to discuss the allocation of individual workloads for the following academic year. The meeting shall be chaired by the Division Head.
- (b) Taking into account this discussion, the Division Head, in consultation with each member in the Division, shall make a decision on individual workloads consistent with Article 8.1 and 8.2 above and shall, by June 1- and July 1 for Librarians - provide each member with a written assignment of his/her workload duties, including teaching/professional practice and service assignments.
- (c) The assignment of individual workloads shall take into account any factors that may be relevant to individual members, including any deviation from the normal balance between the three areas of responsibility that may apply to an individual member and any considerations that may arise from an individual member's annual performance review.

#### **8.3.2 Faculty**

- (a) Workloads for Faculty Members shall balance teaching, scholarship, including research and creative professional work, and service such that relative commitments of activity in each of these areas over the course of an academic year is normally 40%, 40%, 20% respectively. Deviations from this weighting are permitted to reflect a Faculty Member's specific activities and priorities, as determined in consultation between the Faculty Member and the Dean.
- (b) The assigned portion of a Faculty Member's work shall include teaching and preparation for teaching, and the necessary administrative tasks associated with the operation of a collegial environment. The remainder of a Faculty Member's

working time shall consist of scholarship, including research and creative professional work, and service to the University.

- (c) Faculty Members with a full teaching load, normally four (4) courses over an academic year, shall not be required to teach for more than two terms in any academic year.
- (d) Teaching loads for Faculty Members at the rank of Assistant Professor in the tenure stream shall be reduced by 1.0 course or course equivalent during their first year at the University. Members who are pre-tenure shall not be assigned to any administrative position that involves significant service responsibilities including the Director of Basic Degree Programs, the Director of Advanced Degree Programs and the Director of the ATS Self-Study.
- (e) Teaching loads for Faculty Members holding the position of Director of Advanced Degree Programs or Director of Basic Degree Programs shall be reduced by 2.0 courses or course equivalents for each year while they are serving in those positions.
- (f) Members holding the position of Dean may teach no more than 1.0 course per academic year while serving in that position.
- (g) In cases where a Faculty Member's workload changes significantly, including changes due to a course cancellation, a mid-year adjustment may be negotiated.

### 8.3.3 Librarians

- (a) The Chief Librarian shall ensure that the workload of Librarian members shall be allocated in a fair and equitable manner.
- (b) Librarians will normally spend approximately 10%-20% of their time on a combination of service and scholarship, including research and creative professional work. This will be largely self-directed. The remaining workload, 80%-90%, will consist of professional practice for the Library. Deviations from the weighting are permitted to reflect a Librarian's specific activities and priorities, as determined in consultation between the Librarian and the Chief Librarian.
- (c) In considering teaching for Librarians, relevant factors include the factors set out in Article 8.4 (Establishing the Teaching Component of Normal and Individual Workloads), where applicable.
- (d) Scholarship, including research and creative professional work, may include pedagogical and professional development. Librarians are entitled to reasonable time for scholarship in determining workload.
- (e) Librarians may request an in-year adjustment to their workload distribution pattern. Requests for an in-year adjustment will be given reasonable consideration.

#### **8.4 Establishing the Teaching Component of Normal and Individual Workloads**

- (a) Teaching is broadly understood to include a wide range of duties, including lecturing, activity in seminars and tutorials, individual and group discussion including mentoring, advising and supervising students, student professional development and any other means by which students derive educational benefit.
- (b) In considering the teaching component of normal workload and in assigning and assessing individual workloads, relevant factors include the following if applicable:
  - (i) Class size;
  - (ii) The expected total number of students in all of a member's courses;
  - (iii) Course coordination and program direction;
  - (iv) The mix of course levels (Basic Degree, Advanced Degree, etc.);
  - (v) The nature of the course (e.g., team-taught, inclusion of writing intensive or critical skills components, first year seminars, foundation courses, etc.);
  - (vi) Mode of delivery;
  - (vii) Contact hours, including in-class and outside of formal scheduled class time;
  - (viii) Advising duties;
  - (ix) Tutorials;
  - (x) Supervision of teaching assistants;
  - (xi) Marking/grading responsibilities;
  - (xii) Course preparation, including but not limited to extraordinary course preparation such as new courses, "short notice", preparation of courses delivered by alternate modes, and for courses which are cancelled.
  - (xiii) Directed reading courses and independent studies courses or their equivalent;
  - (xiv) Supervision of undergraduate theses; and
  - (xv) Graduate supervision, including but not limited to supervision of dissertations, theses or equivalent, and including membership on graduate supervision committees in capacities other than primary supervision.

## **8.5 Establishing the Professional Practice Component of Individual Workloads – Librarians**

- (a) In considering the professional practice component of individual workloads, relevant factors include the following, if applicable:
  - (i) Development, management and evaluation of information resource collections;
  - (ii) Provision of subject-specialized and general reference services;
  - (iii) Appraisal, acquisition, bibliographic control, storage, preservation and conservation of information resources and collections;
  - (iv) Management of human and material library resources,
  - (v) Development, implementation and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication;
  - (vi) Provision of information literacy and curriculum support including programming, collaboration, instruction and teaching;
  - (vii) Faculty outreach and liaison, including participation in research and support for scholarly communication;
  - (viii) Evaluation, measurement and analysis of user needs and library services and resources;
  - (ix) Teaching, including teaching requested or approved by a Librarians' supervisor or the Chief Librarian;
  - (x) Research services, extension, and other activities related to programs at the University; and
  - (xi) Any other relevant activities.

## **8.6 Establishing the Scholarship Component of Normal and Individual Workloads**

- (a) Each member shall be entitled to and expected to engage in and to have time available for scholarship, including research and creative professional work. Furthermore, it is the responsibility of the member to make the results of such work accessible to the University, the scholarly community, and general public through lectures, publications, conference presentations and/or other appropriate means. The scholarship component of workload is self-assigned and self-directed.
- (b) Scholarship, which includes research and creative professional work, may include but is not limited to the following:
  - (i) The writing, editing, adjudication and publication of peer reviewed and non-peer reviewed scholarly works, including books, textbooks, and papers in journals or conference proceedings;

- (ii) Research projects and research carried out on research grants and contracts;
- (iii) The development of peer reviewed teaching materials which have a wider application than the faculty member's own teaching activities;
- (iv) The compilation and publication of scholarly bibliographies and literary work;
- (v) The creation and publication of literary works appropriate to one's discipline;
- (vi) Developing subject expertise;
- (vii) Conference presentations and papers given; and
- (viii) Research and scholarly contributions, including academic, professional and pedagogical contributions.

### **8.7 Establishing the Service Component of Normal and Individual Workloads**

- (a) Each member shall be expected to accept a reasonable and equitable share of administrative responsibilities by way of service performed through participation in the decision-making bodies of the University, and through sharing in the necessary administrative work of the Faculty, the Library, the University, the Toronto School of Theology, and the University of Toronto.
- (b) Members are encouraged to participate in the work of learned societies, academic and professional associations, funding agencies and programs, editorial boards, and academic and professional journals, to serve as external readers of theses or dissertations from other universities, and to take an active role in the community and the church.
- (c) In considering the service component of normal and individual workloads, relevant factors include the following if applicable:
  - (i) Participation on University committees, task-forces, advisory groups or other related activities including participation on committees created by the Office of the President or the Collegium;
  - (ii) Participation on Faculty, College, Library, the Senate, the Collegium or other University Councils and their subcommittees;
  - (iii) Participation in joint Association and Employer committees;
  - (iv) Holding of academic administrative positions;
  - (v) Holding of librarian administrative positions;
  - (vi) Participation in Division-level academic and administrative committees;
  - (vii) Service to organizations outside the University that is of an administrative nature, relevant to the University mission and not part of a member's

research and scholarly contributions, including serving on review committees for awards, grants, and scholarships and serving on Church committees and commissions;

- (viii) University-related development activities;
  - (ix) Participation in activities designed to support teaching and learning;
  - (x) Continuing education activities;
  - (xi) Contributions to the member's Religious Community; and
  - (xii) Contributions to the intellectual life of the campus.
- (d) Service may include service of a routine administrative nature, as well as service that contributes to the academic goals and governance of the Faculty, the Library, the College, the University, the Toronto School of Theology and/or the University of Toronto. Consideration of service may distinguish between membership on and leadership of the various activities and committees. The time horizon used in considering service may exceed one (1) academic year.

## **8.8 Teaching Assistants**

The Employer shall provide Members in the Faculty who teach one or more classes with more than twenty (20) students in the class with a teaching assistant to help with tutorials and/or the marking of papers.

## **ARTICLE 9 – RESEARCH LEAVE AND FUNDING SUPPORT**

### **9.1 Research Leave**

#### **9.1.1 Purpose**

- (a) Research leaves are intended to assist Faculty Members in scholarship, including research and creative professional work, and pedagogical pursuits that are beneficial to the member and the University. Such pursuits may include advanced study, research, scholarly writing, and the widening of professional and ecclesial contacts.
- (b) All Faculty Members who hold a tenured appointment have the right to take research leaves under this Article. Research leave involves leave from teaching and service duties at the University for the duration of the leave. Research leaves are normally for a half year (6 months) or a full year (12 months).

#### **9.1.2 Calculating Research Leaves**

- (a) A Faculty Member shall, subject to Article 9.1.3, be entitled to a one-year research leave with pay at 82.5 percent of his/her salary, following six years' service or return from a previous paid leave. Such leave will normally commence on July 1.

- (b) As an alternative to that provided in (a), a Faculty Member may elect a research leave of six months, at full salary, after the same period of service. Such leave may commence either July 1 or January 1, subject to the approval of the Dean.
- (c) Subsequent to the first leave taken under (a) or (b) above, a Faculty Member may, thereafter, as an alternative to both the provisions in (a) and (b), subject to the approval of the Dean, apply for a research leave for a 6 month period, commencing January 1 or July 1, after every 3 years of service at 82.5% of salary. In the event such leave is selected, the research leave provisions in (a) and (b) will only apply following six years from return from a leave under this subsection (c).

### 9.1.3 Procedures

- (a) Members shall give written notice to the Dean of a research leave no later than twelve (12) months prior to the commencement of the leave. The notice shall specify the duration of the leave and shall be accompanied by a research leave plan, including a statement of the research and scholarship the Faculty Member proposes to undertake and an updated *curriculum vitae*.
- (b) If the Dean finds, during his/her initial consideration, that the member's research leave plan does not serve the purpose of research leaves as set forth in Article 9.1.1 (Purpose), the Dean shall write to the member within thirty (30) calendar days, with a copy to the Association, asking for more information. If, after receiving the information, the Dean determines that the member has not met the criteria, the Dean may deny the research leave and provide a statement of reasons to the member, with a copy to the Association.
- (c) The Dean may defer a research leave for up to one (1) year if he/she determines that the effective functioning of the Division cannot be ensured during the member's proposed leave. In this event, the Dean shall notify the member in writing within thirty (30) calendar days, with a copy to the Association, of the reasons for the deferral and the length of the deferral.
- (d) A Faculty Member who is entitled to apply for a research leave under Article 9.1.2 above, may request that he or she defer the leave by up to one year. Such request shall not be unreasonably denied. Where the request has been granted, or where the Dean has deferred the leave under 9.1.3(c) above, the period of time between the date on which the leave would have commenced in the absence of the deferment and the actual date on which the leave commences, to a maximum of one year, shall be credited as service to the University for purposes of calculating the Faculty Member's accrued service in respect of the Faculty Member's next research leave application.
- (e) A Faculty Member's first work obligation while on research leave is the fulfillment of the terms of her/his leave duties. Faculty Members may engage in outside employment while on paid leave only to the extent that such employment does not interfere with the Faculty Member's leave obligations to the University. Such Faculty Member shall advise the Dean prior to undertaking any outside employment while on paid leave. The provisions in Article 5.2 (Outside Professional Activities) shall apply to outside professional activities performed by a Faculty Member while he or she is on leave.

- (f) During the first academic semester after returning from paid leave, a Faculty Member shall provide to the Dean a written report of activities undertaken and objectives accomplished while on paid leave.

## **9.2 Librarian Research Leave and Research Days**

### **9.2.1 Research Leave**

- (a) Full time Librarians who hold permanent status shall be entitled to a research leave under the same terms as apply to Faculty Members under Article 9.1 above, with references to the Dean being read as to the Chief Librarian.
- (b) Such research leave may be granted when the Librarian has demonstrated the potential to benefit from the leave, and when the research proposed can be made use of in the Librarian's continuing employment with the University.

### **9.2.2 Librarian Research Days**

- (a) Librarians shall be entitled to ten (10) research days each academic year to pursue scholarship, research and/or professional development.
- (b) Librarians shall inform the Chief Librarian at least one (1) week in advance of when these days will be taken.
- (c) Research days may be accrued and carried forward to a maximum of 30 days after which any accumulated leave shall be forfeit.

## **9.3 Junior Research Leave**

Tenure stream Faculty Members are entitled to a six (6) month research leave at 100% salary. This leave is normally taken during the fourth year of service. Such leave shall not derogate from the entitlement in Article 9.1.2(a) and (b) above.

## **9.4 Professional Expense Reimbursement Allowance**

- (a) The Employer shall provide each Member with a professional expense reimbursement allowance to be used solely for the reimbursement of eligible professional expenses. Goods acquired from this fund are the property of the University.
- (b) The professional expense reimbursement allowance shall be \$1500 per academic year for each full time Member, and \$1600 for each pre-promotion Member.
- (c) For part-time Members who are appointed at 50% FTE or more, the professional expense reimbursement allowance shall be 80% of the amount in (b) and, for part-time Members who are appointed at 49% FTE or less, the professional expense reimbursement allowance shall be 50% of the amount in 9.4 (b) above.
- (d) Members may carry forward any balance remaining at the end of any academic year from one academic year to the next.



- (e) Upon termination of employment with the University (including upon retirement) any unused portion of the professional expense reimbursement allowance funds shall revert to the University.

## **ARTICLE 10 - RENEWAL, TENURE AND PROMOTION - FACULTY**

### **10.1 Renewal**

#### 10.1.1 Application of this Section

- (a) This section applies to the renewal of initial contracts held by Faculty Members at the rank of Assistant Professor in the tenure stream.
  - (i) Notice that a contract will not be renewed on the following July 1 must be given in writing no later than January 15.

#### 10.1.2 Criteria and Materials for Renewal for Faculty Members

- (a) Criteria for Renewal
  - (i) An initial contract may be renewed if the Faculty Member's performance has been satisfactory.
  - (ii) Lack of substantial achievement in the area of scholarship, including research and creative professional work, shall not, in itself, be a cause for non-renewal of a contract.
- (b) The Dean shall be responsible for obtaining all student course evaluations, individual workload assignment letters, annual activity reports and annual performance reviews in respect of the Faculty Member for inclusion in the Faculty Member's dossier.
- (c) The Faculty Member shall be responsible for providing the following materials to the Dean for inclusion in the Faculty Member's dossier:
  - (i) An updated curriculum vitae;
  - (ii) A written account prepared by the Faculty Member describing scholarship, including research and creative professional work, and service work completed or undertaken by the Faculty Member since the time of initial appointment;
  - (iii) A statement, where applicable, describing any personal and/or professional circumstances that affected the Faculty Member's productivity; and
  - (iv) Any other materials that the Faculty Member would like to include.

#### 10.1.3 Procedures for Renewal

- (a) By July 1, of the terminal year of the initial contract the Dean shall notify in writing all Faculty Members who must be considered for renewal that academic year,

with a copy to the Association. The notice shall include the criteria and procedures for renewal, including the timeline of the process.

- (b) The Dean and the Faculty Member shall prepare the materials for inclusion in the dossier in accordance with Article 10.1.2(b) (Criteria and Materials for Renewal for Faculty Members). The Faculty Member shall, at all times, have access to all of the materials in the Faculty Member's dossier.
- (c) The Dean shall establish a Renewal Committee for each Faculty Member in the Division who is to be considered for Renewal.
  - (i) Each Renewal Committee for Faculty Members shall consist of five (5) persons as follows:
    - (A) The Dean, who shall serve as chair of the committee;
    - (B) Two (2) tenured Faculty Members appointed by the Faculty Council;
    - (C) One (1) tenured faculty member from the candidate's department at the Toronto School of Theology appointed by the Director of the Toronto School of Theology; and
    - (D) One faculty member from the University of Toronto, School of Graduate Studies appointed by the President.
- (d) Prior to its meeting, the Renewal Committee shall invite the Faculty Member under consideration to appear and make a statement before it or to submit a written statement for inclusion in the dossier.
- (e) The Renewal Committee shall meet and decide on a recommendation of renewal or non-renewal based on the relevant criteria listed in this Article. If the Renewal Committee recommends renewal, the Renewal Committee shall provide the Faculty Member with written recommendations to assist the Faculty Member in improving areas of weakness and maintaining areas of strength. If the Renewal Committee recommends non-renewal, the Renewal Committee shall prepare a statement of reasons which the chair of the Renewal Committee shall provide to the Faculty Member, with a copy to the Association. The Faculty Member shall have twenty (20) working days to prepare written submissions for inclusion in the dossier before it is forwarded to the President.
- (f) The chair of the Renewal Committee shall forward its recommendation to the President together with the Faculty Member's entire dossier. The President shall, in his or her sole discretion decide whether to approve or reject the recommendation based on the evidence submitted to him/her and the relevant criteria listed in this Article. The President shall notify the member in writing of the final decision, with a copy to the Association, no later than January 15.
- (g) In the event that the President decides not to renew an initial contract, the President shall provide the Faculty Member with a statement of reasons, with a copy to the Association. The contract will terminate as of the end date of the terminal year of the contract.

- (h) A decision not to renew a contract may be grieved by a Faculty Member holding an initial appointment as an Assistant Professor only on one or more of the following grounds:
  - (i) a significant irregularity in the procedure followed by the Renewal Committee;
  - (ii) an unreasonable inconsistency in the application of the current standards of the Division; or
  - (iii) improper bias or motive on the part of a member of the Renewal Committee.
- (i) The timeline above applies to Faculty Members who were initially appointed at the rank of Assistant Professor on July 1 (or during the immediately preceding six month period beginning on January 2 and ending on July 1). In the case of Faculty Members who were initially appointed on January 1 (or during the immediately preceding six month period beginning on July 2 and ending on January 1), the Dean shall give notice pursuant to paragraph (a) above by January 1 and the President shall give notice to the Faculty Member pursuant to paragraph (f) above by July 15.

## **10.2 Tenure**

### **10.2.1 Timing**

- (a) The tenure review process shall be held at the times indicated in Article 6.2 (Academic Ranks - Faculty).
- (b) Notwithstanding the timelines otherwise provided in this Agreement, Faculty Members may, in exceptional circumstances, choose, subject to the approval of the Dean to be considered for tenure earlier than set out in this Agreement.
- (c) Notwithstanding the timelines otherwise provided in this Agreement, at the request of the Faculty Member and with the approval of the President, consideration for tenure may be delayed for one (1) year but no more than two (2) years for professional or personal reasons. Such requests shall not be unreasonably denied.
- (d) The timelines in this Article 10.2 (Tenure) apply to Faculty Members who were initially appointed in the tenure stream on July 1 (or during the immediately preceding six month period beginning on January 2 and ending on July 1). In the case of Faculty Members who were initially appointed on January 1 (or during the immediately preceding six month period beginning on July 2 and ending on January 1), each deadline that appears in Article 10.2.3 (Procedures for Tenure Review) shall be replaced by the date that falls six (6) months after the date that appears herein.

## 10.2.2 Tenure Criteria and Materials for Faculty Members

- (a) Tenure shall be granted to faculty on the basis of the following essential criteria:
  - (i) achievement in scholarship, including research and creative professional work;
  - (ii) effectiveness in teaching; and
  - (iii) clear promise of future intellectual and professional development.
- (b) Clear promise of future intellectual and professional development must be affirmed for tenure to be awarded
- (c) Demonstrated excellence in one of scholarship (including research and creative or professional work) and teaching and clearly established competence in the other, form the second essential requirement for a positive judgment by the tenure committee. Only outstanding performance with respect to University service should be given any significant weight and, even then, only if there are no substantial reservations relating to the scholarship, teaching and future promise criteria.
- (d) The Dean shall be responsible for obtaining the following materials for inclusion in the Faculty Member's dossier:
  - (i) Student course evaluations, individual workload assignment letters, annual activity reports and annual performance reviews;
  - (ii) Two (2) written references in respect of the Faculty Member's teaching by colleagues who have observed the Faculty Member's teaching who are nominated by the Faculty Member; and
  - (iii) Four (4) written references in respect of the Faculty Member's scholarship, including research and creative professional work, by specialists in the Faculty Member's discipline who are external to the University, including at least one (1) specialist from the Faculty Member's list of proposed referees;
  - (iv) Written references in respect of the Faculty Member's service by referees nominated by the Faculty Member, if the Faculty Member requests that such references be sought; and
  - (v) The written review of the Internal Reading Committee which can include persons from the TST.
- (e) The Faculty Member shall be responsible for providing the following materials to the Dean for inclusion in the Faculty Member dossier:
  - (i) An updated *curriculum vitae* together with copies of all written work and non-written work in appropriate form referred to therein;
  - (ii) Unpublished work and work in progress that the Faculty Member wishes to include, with the understanding that such work shall not be disclosed in

any way to those outside the Tenure Committee without the Faculty Member's written consent;

- (iii) A statement describing achievements in teaching including innovations in teaching, contributions to curricular developments and mentoring of students;
- (iv) Representative teaching materials;
- (v) Representative theses and/or papers written by students who are supervised by the Faculty Member;
- (vi) A statement describing the direction in which the Faculty Member's scholarship, including research and creative professional work, has taken, the Faculty Member's work in progress and plans for future work;
- (vii) A statement describing contributions through service;
- (viii) A statement, where applicable, describing any personal and/or professional circumstances that affected the Faculty Member's productivity; and
- (ix) Any other materials that the Faculty Member or the Tenure Committee would like to be included in the dossier.

#### 10.2.3 Procedures for Tenure Review

##### (a) Notice

By July 1 of the terminal year the Dean shall notify in writing all Faculty Members who must to be considered for tenure the following academic year, with a copy to the Association. The notice shall include the timeline of the review process, including when the assembling of documentation for the dossier will begin and when it will be completed, the documents that the Division Head will provide, and the documents that the Faculty Member must and/or may provide. The notice will also request the Faculty Member to nominate referees to provide the written references referred to in Article 10.2.2 (Criteria and Materials for Faculty Members).

##### (b) Tenure Committee

- (i) For each Faculty Member who is to be considered for tenure, the Dean shall establish a Tenure Committee to consider that Faculty Member's tenure application.

##### (ii) Composition

(A) The Tenure Committee for Faculty Members in the Faculty shall consist of seven (7) persons as follows:

- (I) One (1) tenured faculty member of the University of Toronto, appointed by the President;

- (II) One (1) tenured faculty member of the Toronto School of Theology appointed by the Director of the Toronto School of Theology;
  - (III) The Dean;
  - (IV) The chair (or designate) of the candidate's department at the Toronto School of Theology; and
  - (V) Three (3) tenured Faculty Members in the Faculty, including one Faculty Member who served on the candidate's Renewal Committee, appointed by the Faculty Council.
- (B) In the event that the number of tenured Faculty Members in the Faculty is insufficient to form a Tenure Committee, tenured faculty at the Toronto School of Theology shall be appointed by the Faculty Council to serve on the Tenure Committee.
- (C) The President shall appoint one of the members of the committee to serve as chair of the committee,
- (iii) The Dean shall inform the Faculty Member of the composition of the Tenure Committee. If the Faculty Member has a reasonable apprehension of bias in respect of any member of the Tenure Committee, the Faculty Member may notify the Dean in writing and the Dean shall replace that member with another person with the credentials required.
- (c) Procedures of the Tenure Committee
- (i) At least twenty (20) working days prior to the meeting of the Tenure Committee and prior to the submission of the dossier to the Tenure Committee, the chair of the Tenure Committee shall:
    - (A) Subject to (b) below, provide the Faculty Member with an opportunity to review all materials in the dossier and add any additional materials that the Faculty Member wishes to include;
    - (B) Provide the Faculty Member with a copy of all letters of reference with identifying information removed;
    - (C) Inform the Faculty Member of the place, time, and date of the meeting of the Tenure Committee and invite the Faculty Member to appear and make a statement before the Tenure Committee or to submit a written statement for inclusion in the dossier.
  - (ii) The Tenure Committee shall meet in camera with all members bound to observe total confidentiality with respect to the materials presented and its deliberations. Any allegations of procedural irregularities may be brought to the attention of the Dean or any Association officer.
  - (iii) The quorum of the Tenure Committee shall be the full membership.

- (iv) The Tenure Committee shall consider all of the evidence in the dossier and any submissions of the Faculty Member and shall either recommend the granting or denial of tenure on the basis of whether the criteria for tenure specified in this Agreement have been met. A recommendation to grant tenure requires the approval of all but two of the members of the Tenure Committee.
  - (v) If the Tenure Committee is unable to reach a recommendation based on the evidence before it, it may recess for a period not longer than one (1) month to obtain additional or supplementary information from the Faculty Member or from other sources. The Faculty Member shall be informed of the recess and of the information being obtained and shall be invited, on reasonable notice, to appear in front of the Tenure Committee to make a statement or submit a written statement. Any additional or supplementary evidence obtained by the Tenure Committee shall be included in the dossier together with any written statement by the Faculty Member in respect thereof.
  - (vi) If the Tenure Committee is unable to recommend tenure but feels the member would benefit from more time, the Tenure Committee may recommend that the Faculty Member's pre-tenure period be extended for one year and that the review be deferred accordingly.
  - (vii) If the Tenure Committee reaches an initial decision to recommend the denial of tenure, the decision shall be deemed a proposed negative recommendation. The Tenure Committee shall provide the Faculty Member with a statement of reasons, with a copy to the Association, and the Faculty Member shall be given twenty (20) working days to respond either in writing or by appearing in front of the Tenure Committee. The Tenure Committee shall take into consideration the submissions of the Faculty Member and make its final recommendation.
  - (viii) If the Tenure Committee's final decision is to recommend the denial of tenure, the Tenure Committee shall provide the Faculty Member with a final statement of reasons, with a copy to the Association. The Faculty Member shall have twenty (20) working days to prepare written submissions for inclusion in the dossier with the final statement of reasons before it is forwarded to the President.
- (d) The President
- (i) The chair of the Tenure Committee shall forward its recommendation to the President together with the Faculty Member's entire dossier.
  - (ii) Subject to the following paragraphs in this subsection (ii), the President shall, in his or her sole discretion decide whether to approve or reject the recommendation based on the evidence submitted to him/her and the relevant criteria listed in this Agreement.

If the President has concerns, the President may notify in writing both the Tenure Committee and the Faculty Member of those concerns, with a copy to the Association, and give each party a reasonable opportunity to

respond. In making a final decision, the President shall consider the submissions of both parties.

The President may refer a file back to the Tenure Committee with instructions to correct procedural problem(s) and reconvene to reconsider the tenure application.

If the Tenure Committee's recommendation is negative and the President feels that the member may benefit from more time, the President may extend the member's contract for one year and defer the review accordingly.

- (iii) If the President decides to reject a recommendation by the Tenure Committee to grant tenure or approves a recommendation by the Tenure Committee to deny tenure, the President shall give the Faculty Member formal written notice of the denial of tenure and provide the Faculty Member with a statement of reasons, with a copy to the Association, within twenty (20) working days of receiving the file or the submissions of the parties pursuant to sub-article 10.2.3(d)(ii) above, whichever is later. The notice shall include a recommendation that the duration of the member's contract be extended for one (1) year which may be renewed for a further one (1) year at the President's discretion followed by automatic termination without further review.

In the event tenure is denied, the Faculty Member may file an appeal with the President. Upon the receipt of same the President shall refer the matter to a second tenure committee as set out in (b) above.

The composition of the second tenure committee shall have four different appointees, being the appointees under 10.2.3(b)(ii)(A)(I) & (II) and 2 of the appointees under (V). If necessary, the provisions of 10.2.3(b)(ii)(B) will be applied.

Following consideration of the second tenure committee it shall make a recommendation on the appeal and forward such recommendation to the President who shall in his or her sole discretion, make a final and binding decision to grant or deny tenure.

- (iv) If the President approves a recommendation to grant tenure or rejects a recommendation to deny tenure, the recommendation shall go to the Collegium for approval. Upon receiving such approval, the President shall give the Faculty Member formal written notice, with a copy to the Association, of the granting of tenure. The granting of tenure shall be effective as of the date of the Collegium's approval.
- (v) The granting of tenure shall be accompanied by promotion to the rank of Associate Professor.

## **10.3 Promotion**

### **10.3.1 General**



- (a) This Article shall apply to promotions from the rank of Associate Professor to Professor.
- (b) It is expected that the majority of tenured Faculty Members will attain this rank.

#### 10.3.2 Criteria and Materials for Promotion to Full Professor

- (a) Promotion shall be granted on the basis of the following criteria:
  - (i) effective teaching;
  - (ii) a distinguished reputation in his or her discipline based on scholarship, including research and creative professional work; and
  - (iii) contributions through service.
- (b) Either excellent teaching alone or excellent scholarship, including research and creative professional work, alone, sustained over many years, could justify promotion to the rank of Professor.
- (c) The greatest weight shall be given to effective teaching and to scholarship, including research and creative professional work. Administrative or other service to the University and related activities will be taken into account in assessing candidates for promotion but given less weight. Promotion shall not be based primarily on such service.
- (d) The Dean shall be responsible for obtaining the following materials for inclusion in the Faculty Member's dossier:
  - (i) Student course evaluations, individual workload assignment letters, annual activity reports and annual performance reviews;
  - (ii) Two (2) written references in respect of the Faculty Member's teaching by colleagues who have observed the Faculty Member's teaching who are nominated by the Faculty Member;
  - (iii) Three (3) written references in respect of the Faculty Member's scholarship, including research and creative professional work, by specialists in the Faculty Member's discipline external to the University, including at least one (1) specialist from the Faculty Member's list of proposed referees;
  - (iv) Written references in respect of the Faculty Member's service by referees nominated by the Faculty Member, if the Faculty Member requests that such references be sought; and
  - (v) The written review of the Internal Reading Committee which may include person from the TST.
- (e) The Faculty Member shall be responsible for providing the following materials to the Division Head for inclusion in the Faculty Member's dossier:

- (i) An updated *curriculum vitae*, together with copies of all written work and non-written work in an appropriate form referred to therein;
- (ii) Unpublished work and work in progress that the Faculty Member wishes to include, with the understanding that such work shall not be disclosed in any way to those outside the Promotions Committee without the Faculty Member's written consent;
- (iii) A statement describing achievements in teaching including innovations in teaching, contributions to curricular developments and mentoring of students;
- (iv) Representative teaching materials;
- (v) Representative theses and/or papers written by students who are supervised by the member;
- (vi) A statement describing the direction in which the Faculty Member's scholarship including research and creative professional work, has taken, the Faculty Member's work in progress and plans for future work;
- (vii) A statement describing contributions through service;
- (viii) A statement, where applicable, describing any personal and/or professional circumstances that affected the Faculty Member's productivity; and
- (ix) Any other materials that the Faculty Member or the promotions committee would like to be included in the dossier.

### 10.3.3 Procedures for Promotion Review

#### (a) Candidacy

- (i) The Dean shall compile a list of the names of all Faculty Members in the Division at the rank of Associate Professor who have had at least five (5) years' experience at that rank together with their *curricula vitae*. The Dean shall decide which Faculty Members on that list, if any, shall receive more detailed consideration for promotion and notify those Faculty Members of their candidacy by September 30 each year.
- (ii) Faculty Members at the rank of Associate Professor may request that they be given detailed consideration for promotion by making a written request to the Dean by October 15 of the academic year in which they wish to be considered. Any member who requests detailed consideration must be given detailed consideration.

#### (b) Composition of the Promotions Committee

- (i) If the Dean decides that any Faculty Member in the Faculty shall receive detailed consideration and/or if any Faculty Member in the Faculty requests detailed consideration, the Dean shall establish a Promotions Committee composed of seven (7) persons as follows:

- (A) The Dean, who shall serve as chair of the committee;
  - (B) Three (3) tenured Faculty Members in the Faculty appointed by the Faculty Council. Where possible, at least one of such Faculty Member shall hold the rank of full professor;
  - (C) One (1) tenured faculty member from the Toronto School of Theology appointed by the Director of the Toronto School of Theology; (If no full professor was available to be appointed under (B), this tenured faculty member must be a full professor);
  - (D) Either the Dean or the Vice-Dean of the School of Graduate Studies University of Toronto (or his/her designate); and
  - (E) The chair (or designate) of the candidate's department at the Toronto School of Theology.
- (c) Procedures of the Promotions Committee
- (i) At least twenty (20) working days prior to the meeting of the Promotions Committee and prior to the submission of the dossier to the Promotions Committee, the Division Head shall:
    - (A) Subject to (B) below, provide the Faculty Member with an opportunity to review all materials in the dossier and add any additional materials that the Faculty Member wishes to include;
    - (B) Provide the Faculty Member with a copy of all letters of reference with identifying information removed; and
    - (C) Inform the Faculty Member of the place, time, and date of the meeting of the Promotions Committee and invite the Faculty Member to appear and make a statement before the Promotions Committee or to submit a written statement for inclusion in the member's dossier.
  - (ii) The Promotions Committee shall meet in camera with all members bound to observe total confidentiality with respect to the materials presented and its deliberations. Any allegations of procedural irregularities may be brought to the attention of the Dean or any Association officer.
  - (iii) The Promotions Committee shall consider all of the evidence in the dossier and any submissions of the Faculty Member and shall either recommend the granting or denial of promotion on the basis of whether the criteria for promotion specified in this Article have been met. A majority vote shall be required for a recommendation for promotion. Any substantial disagreement within the Promotions Committee concerning the recommendation shall be recorded in a written report.
  - (iv) The quorum of the Promotions Committee shall be its full membership. However, a member of the Promotions Committee who is being

considered for promotion shall withdraw from the part(s) of any meeting in which he or she is being discussed.

- (v) If the Promotions Committee is unable to reach a recommendation based on the evidence before it, it may recess for a period not longer than one (1) month to obtain additional or supplementary information from the Faculty Member or from other sources. The Faculty Member shall be informed of the recess and of the information being obtained and shall be invited, on reasonable notice, to appear in front of the Promotions Committee to make a statement or submit a written statement. Any additional or supplementary evidence obtained by the Promotions Committee shall be included in the dossier together with any written statement by the Faculty Member in respect thereof.
- (vi) If the Promotions Committee recommends a denial of promotion, the Promotions Committee shall provide a statement of reasons to the Faculty Member, with a copy to the Association. The Faculty Member shall have twenty (20) working days to prepare submissions for inclusion in the dossier before it is forwarded to the President.

(d) The President

- (i) The chair of the Promotions Committee shall forward its recommendation to the President together with the Faculty Member's entire dossier and any report by the Promotions Committee concerning substantial disagreement between the members of the committee.
- (ii) Subject to the following paragraphs in this subsection (ii), the President shall, in his or her sole discretion, decide whether to approve or reject the recommendation based on the evidence submitted to him/her and the relevant criteria listed in this Article.

If the President has concerns, the President may notify in writing both the Promotions Committee and the Faculty Member of those concerns, with a copy to the Association, and give each party a reasonable opportunity to respond. In making a final decision, the President shall consider the submissions of both parties.

The President may refer a file back to the Promotions Committee with instructions to correct procedural problem(s) and reconvene to reconsider the application.

- (iii) The President shall give formal written notice to the Faculty Member of the granting or denial of promotion, together with a statement of reasons in the case of a denial of promotion, with a copy to the Association.
- (iv) A grant of promotion shall take effect as of the date of the President's formal written notice.

## 10.4 Written References

- (a) Whenever written references are required for Faculty Members under the terms of this Agreement, the Dean shall nominate all referees, unless otherwise specified herein.
- (b) Prior to sending any materials or instructions to a referee, the Dean and the Faculty Member shall meet and discuss the materials and instructions to be provided to the referee. The Faculty Member may invite a tenured Faculty Member or a representative of the Association to accompany the Faculty Member to this meeting. A copy of the final list of materials and instructions given to a referee shall be provided to the Faculty Member with identifying information removed.
- (c) Written references shall not contain any recommendation for or against tenure or promotion.

## 10.5 Assessment of Academic Staff

### 10.5.1 *Curriculum vitae*

- (a) The Dean shall maintain a *curriculum vita* for each Faculty Member. It is the Faculty Member's responsibility to ensure that the *curriculum vita* on file is kept current. Members shall prepare their *curricula vita* with the advice and assistance of their Dean. Members may revise their *curricula vita* at any time.
- (b) The *curriculum vita* may include the following:
  - (i) The academic and professional history of the Faculty Member including the name, date and institution of each degree, titles of graduate theses and supervisors' names (where applicable), a list of all teaching/professional practice and scholarly appointments and other relevant experience quoting dates and institutions, any honours, prizes, or awards obtained, a list of all research or other grants obtained, together with the names of the granting agency, the date, the duration, and the amount of award, and all other activities related to the candidate's work at the University of St. Michael's College, Toronto School of Theology, or the University of Toronto. In the case of professional history, the Faculty Member should include a statement describing the duties and responsibilities involved;
  - (ii) A reference to any relevant specialist qualifications (e.g., language, subject or area of competence) and any continuing educational activities in which the Faculty Member may have engaged;
  - (iii) A list of the Faculty Member's scholarship, including research and creative professional work, including work published, completed but not yet published, in press, submitted for publication and in progress. This would include books, chapters in books, articles, and review articles written by the Faculty Member, any work in non-print media, editorial and bibliographical work, the presentation of papers at meetings and symposia and public lectures and formal colloquia. In the case of work

which has not yet been published, the candidate should give a brief account of the stage of progress reached at the time the list is prepared;

- (iv) A list of all courses taught by the Faculty Member. If the Faculty Member has had major responsibility for the design of a course, this should be stated; a course outline and reading list and set of essay topics should be supplied, where these give evidence as to the Faculty Member's ability in designing the course. A list of students supervised, indicating whether primary or sole supervision or else secondary or joint supervision, together with their thesis topics and the dates indicating the period of supervision for each candidate, should also be included; and
- (v) A list of committees and organizations within the University of St. Michael's College, the Toronto School of Theology, and/or the University of Toronto on which the Faculty Member has served. The Faculty Member may also include a similar list of committees and organizations outside the University together with the period of membership and the Faculty Member's function on them where those committees or organizations closely relate to the Faculty Member's teaching/professional practice, academic discipline, or scholarship, including research and creative professional work.

#### 10.5.2 Teaching

- (a) The essentials of the teaching component are as set out in Articles 5.4 and 8.4.
- (b) Effectiveness in teaching is assessed by the following criteria:
  - (i) The degree to which the member is able to stimulate and challenge the intellectual capacity of students;
  - (ii) The degree to which the candidate has an ability to communicate well; and
  - (iii) The degree to which the member has a mastery of his/her subject area.
- (c) In addition to the *curriculum vitae*, effectiveness in teaching may be evidenced by the following:
  - (i) Student course evaluations;
  - (ii) Written references by colleagues who have observed the member's teaching in lectures and seminars, including team teaching colleagues and colleagues at other institutions at which the member may have taught;
  - (iii) Unsolicited letters and testimonials from students regarding teaching performance;
  - (iv) A statement of teaching philosophy;
  - (v) Documentation concerning innovations in teaching methods, mentoring of students and contributions to curricular developments, including activities

related to the administrative, organizational and developmental aspects of education and the use and development of technology in the teaching process;

- (vi) Teaching materials including course syllabi and outlines, bibliographies, assignments, examinations and other course materials, including URLs for websites;
- (vii) New course proposals;
- (viii) Description of internship programs, field experiences, service learning, and any other teaching that occurred outside the University;
- (ix) Documentation of efforts made (through both formal and informal means) to improve teaching skills or course design and a description of the outcomes;
- (x) Description of how scholarship has been integrated with teaching;
- (xi) Representative samples of student work including theses supervised by the member, if any;
- (xii) Evidence of achievement of graduate students (e.g., awards, post docs, job placement);
- (xiii) Applications for instructional development grants or similar documents;
- (xiv) Awards or nominations for awards for teaching excellence;
- (xv) Examples of efforts to mentor colleagues in the development of teaching skills and in the area of pedagogical design;
- (xvi) Evidence of professional contributions in the area of teaching, such as presentations at pedagogical conferences or publications on teaching;
- (xvii) Service to professional bodies or organizations and community outreach through teaching functions; and
- (xviii) Any other materials that the member would like to be considered.

### 10.5.3 Scholarship

- (a) The essentials of the scholarship component are as set out in Articles 5.4 and 8.6.
- (b) Achievement in scholarship, including research and creative professional work may be evidenced by the following:
  - (i) Published work such as books, monographs, articles, conference papers, reviews or scholarly research expressed in media other than print;
  - (ii) Academic, creative, professional and pedagogical contributions and activities including development of subject expertise;

- (iii) Unpublished writings and work-in-progress;
- (iv) Theses and other material prepared or written under the Faculty Member's direct supervision;
- (v) Adjudication of scholarly works and editorial work;
- (vi) Public lectures, seminars and formal colloquia;
- (vii) Design of pedagogical tools and resources for teaching and research at the post-secondary level including specialized websites for research and study purposes;
- (viii) Research projects including participation in funded research (electronic or otherwise);
- (ix) Research grants and contracts awarded, name of granting body, research title, amount of award and date awarded;
- (x) Awards and other honours received; and
- (xi) Any other materials that the member would like considered

#### 10.5.4 Service

- (a) The essentials of the service component are as set out in Articles 5.4 and 8.7.
- (b) In addition to the *curriculum vitae*, contributions through service may be evidenced by the following:
  - (i) Written references; and
  - (ii) Any other materials that the member would like to be considered.

### **ARTICLE 11 - PROMOTIONS AND PERMANENT STATUS - LIBRARIANS**

#### **11.1 Promotions – Librarians**

- (a) Advancement through these ranks should reflect increased individual levels of professional achievement, which may be demonstrated either by increased responsibility in an area of specialization or by the discharge of administrative responsibilities.
- (b) The basic quality which must be evident for appointment or promotion to a rank is the ability to perform at a high professional level in areas which contribute to the teaching and research objectives of the University, such as the selection, acquisition and preservation of Library materials, the bibliographic control of those materials, the accessibility of the collections to users, the provision of instruction in using the Library's resources and the planning and development of Library systems.
- (c) Five criteria form the basis for appointment or promotion to a rank: effective performance in the area of the Librarian's responsibility; academic achievement



and activities; professional achievement and activities; effectiveness of service to the Library and the University; and promise of continuing growth in overall performance as a Librarian.

- (d) Effective performance will be considered the primary criterion at the lower ranks. It will also be considered significant at the higher ranks, but the weighting of the other criteria will increase proportionately.
- (e) Notwithstanding the timelines otherwise provided in this Agreement, at the request of the member and with the approval of the President, consideration for promotion to Librarian III and permanent status may be delayed for one but not more than two years for professional or personal reasons. Such requests shall not be unreasonably denied.
- (f) When performance is judged, the nature of the candidate's assignment is to be considered, e.g., supervisory responsibility, subject, area, or language specialization, instructional duties, preparation of reports, etc. It is expected that successful candidates will have demonstrated the ability to use effectively their professional education and will have shown the capacity to develop and extend their professional and academic expertise.

## **11.2 Promotion to Librarian II**

The performance of a Librarian I shall be reviewed at least twice by the Chief Librarian or his/her designate, and a written evaluation prepared, before a recommendation for promotion is made. Promotion in rank from Librarian I to Librarian II is subject to approval of the Chief Librarian. If a Librarian on a probationary appointment is not to be promoted to Librarian II (and therefore to have his or her appointment terminated), he or she shall be notified at least three months prior to the end of the probation period. The University does not have to show cause for termination of a probationary appointment and such decision may not be made subject of a grievance or subject of arbitral review. The non-renewal of a probationary appointment does not constitute discharge.

The Chief Librarian will consult with the Associate Chief Librarian and the Librarian's supervisor at the time of each performance review referred to above.

## **11.3 Promotion to Librarian III and Permanent Status**

### **11.3.1 Criteria for Appointment with Permanent Status**

- (a) Permanent status for Librarians, as defined in Article 6.3 entails the acceptance by a Librarian of the obligation to perform conscientiously as a contributor to teaching, learning and scholarship in the University. Librarians who enter the University in the rank of Librarian I shall be considered for appointment with permanent status during the third year of service in the rank of Librarian II in the University. Librarians appointed at the rank of Librarian II for a contractual period of up to three years' duration shall be considered for permanent status in the final year of their contracts. Librarians appointed at the ranks of Librarian III or IV, if not granted permanent status on appointment, must be considered for permanent status in the first year of service in the University.

- (b) By July 1, the Chief Librarian shall notify in writing all members who must be considered for permanent status that academic year, with a copy to the Association. The notice shall include the criteria and procedures for permanent status and the timeline of the review process, including when the assembling of documentation for the dossier will begin and when it will be completed, the documents that the Chief Librarian will provide, and the documents that the member must and/or may provide. The notice will also request the member to nominate referees to provide the written references referred to in Article 11.3.2 (Materials for Permanent Status Review).
- (c) For promotion in rank from Librarian II to Librarian III the Librarian's performance shall be reviewed by a Permanent Status Committee as set out Article 11.3.3.
- (d) Appointments with permanent status should be granted on the basis of five criteria: effectiveness in work performance; academic achievement and activities; professional achievement and activities; service to the Library and the University; and clear promise of continuing effectiveness and development.
- (e) Effectiveness in work performance shall be judged primarily, but not exclusively, on the basis of annual performance reviews. In being considered for permanent status and appointment or promotion to the rank of Librarian III, the candidate must submit evidence of effectiveness in professional practice. There should also be clear promise of continuing growth in overall performance as a Librarian and demonstrated ability to handle increased responsibilities in areas of specialization and/or in an administrative capacity. With less weighting, one or more of the following criteria should also be considered: scholarship, including research and creative professional work, and service to the University.
- (f) Promise of continuing growth in overall performance as a Librarian and demonstrated ability to handle increased responsibilities in areas of specialization and/or in an administrative capacity will be judged by the degree to which the candidate has demonstrated progress in librarianship in the period of service preceding consideration for appointment with permanent status.
- (g) This rank is the normal career rank for Librarians.

#### 11.3.2 Materials for Permanent Status Review

- (a) The Chief Librarian shall be responsible for obtaining the following documents for inclusion in the Librarian's dossier:
  - (i) Individual workload assignment letters and annual activity reports;
  - (ii) All annual performance reviews conducted at the University;
  - (iii) Evaluation of work performance from two (2) referees, including at least one (1) referee from the Librarian's list of proposed referees and the remaining referee selected by agreement of the Librarian and the Chief Librarian;

- (iv) Where a Librarian has significant previous service elsewhere, external evaluation of the quality of that service obtained from one or more referees agreed upon by the Chief Librarian and the candidate; and
  - (v) The Librarian's job description and any modifications thereto.
- (b) The Librarian shall prepare and provide to the Chief Librarian the following materials for inclusion in the dossier:
- (i) An updated curriculum vitae;
  - (ii) An account of scholarship, including research and creative work, academic achievements and professional achievements and service activities undertaken or completed prior to consideration for permanent status;
  - (iii) A statement describing his or her aims and methods of professional librarianship;
  - (iv) A statement, where applicable, describing any personal and/or professional circumstances that affected the member's productivity; and
  - (v) Any other materials that the Librarian or the permanent status committee would like to be included in the dossier.

#### 11.3.3 Permanent Status Committee

- (a)
  - (i) A Permanent Status Committee shall be named for each candidate by the Chief Librarian and shall consist of the Chief Librarian, four (4) Librarians having permanent status appointed by the Chief Librarian, one librarian having permanent status from the University of Toronto, appointed by the President, and one tenured Faculty Member of the University appointed by the Dean.
  - (ii) Whenever possible, one (1) of the Librarians shall be the head of the department of the candidate and one (1) of the Librarians shall be from outside the department of the candidate.
  - (iii) In the event that the number of Librarians with permanent status is insufficient to form a permanent status committee, professional librarians with permanent status at the University of Toronto at or above the rank of Librarian III shall be appointed by the Chief Librarian.
  - (iv) The Chief Librarian shall inform the Librarian of the composition of the Permanent Status Committee. If the Librarian has a reasonable apprehension of bias in respect of any member of the Permanent Status Committee, the Librarian may notify the Chief Librarian in writing and the Chief Librarian shall replace that member with another person with the credentials required.
- (b) Procedures of the Permanent Status Committee

- (i) At least twenty (20) working days prior to the meeting of the Permanent Status Committee and prior to the submission of the dossier to the Permanent Status Committee, the Chair shall:
  - (A) Subject to (b) below, provide the Librarian with an opportunity to review all materials in the dossier and add any additional materials that the Librarian wishes to include;
  - (B) Provide the Librarian with a copy of all letters of reference with identifying information removed;
  - (C) Inform the Librarian of the place, time, and date of the meeting of the Permanent Status Committee and invite the Librarian to appear and make a statement before the Permanent Status Committee or to submit a written statement for inclusion in the dossier.
- (c) The Permanent Status Committee shall meet *in camera* and each person accepting appointment to the Committee shall agree to treat as confidential all information given to the Committee and all matters pertaining to its deliberations. The quorum of the Committee shall be its full membership. Any allegations of procedural irregularities may be brought to the attention of the Chief Librarian and any Association officer.
- (d) The Permanent Status Committee shall consider all the evidence in the dossier and any submissions of the member and shall either recommend the granting or denial of permanent status on the basis of whether the criteria for permanent status specified in this Agreement have been met. A recommendation to grant permanent status requires the approval of all but two members of the Permanent Status Committee. The decision must be taken on the evidence before it.
- (e) The Permanent Status Committee shall have the power to recommend that appointment with permanent status be granted or be denied or to recommend that the member's pre-permanent status period be extended for one or two years and that the review be deferred accordingly. The Permanent Status Committee may, however, recess for a short period, normally no more than one month, to obtain additional evidence if this is considered advisable. In this event, the member shall be informed of the recess and of the information being obtained and shall be invited, on reasonable notice, to appear in front of the Permanent Status Committee to make a statement or to submit a written statement. Any additional or supplementary evidence obtained by the Permanent Status Committee shall be included in the dossier together with any written statement by the member in respect thereof.
- (f) Prior to deciding to recommend the denial of permanent status, reasons for the proposed negative recommendation shall be given to the candidate and copied to the Association. The member shall have twenty (20) working days to respond to them orally or in writing. Thereafter, taking into consideration the submissions of the member, the Permanent Status Committee shall make its final recommendation. If the Permanent Status Committee's final decision is to recommend permanent status, the Permanent Status Committee shall forward its recommendation, written reasons, and the member's entire dossier to the Chief

Librarian. If the Permanent Status Committee's final decision is to recommend the denial of permanent status, the Permanent Status Committee shall, prior to forwarding its recommendation to the President, provide the member with its final statement of reasons, with a copy to the Association. The member shall have twenty (20) working days to prepare written submissions for inclusion in the dossier. The Permanent Status Committee shall then forward its recommendation to the President with its written reasons and the member's entire dossier.

(g) The President

- (i) Subject to paragraphs (A), (B) and (C) below, the President shall, in his or her sole discretion decide whether to approve or reject the recommendation based on the evidence submitted to him/her and the relevant criteria listed in this Agreement.
  - (A) If the President has concerns, the President may notify in writing both the Permanent Status Committee and the Librarian of those concerns, with a copy to the Association, and give each party a reasonable opportunity to respond. In making a final decision, the President shall consider the submissions of both parties.
  - (B) The President may refer a file back to the Permanent Status Committee with instructions to correct procedural problem(s) and reconvene to reconsider the permanent status application.
  - (C) If the Permanent Status Committee's recommendation is negative and the President feels that the member may benefit from more time, the President may extend the member's contract for one year and defer the review accordingly.
- (ii) If the President decides to reject a recommendation by the Permanent Status Committee to grant permanent status or approves a recommendation by the Permanent Status Committee to deny permanent status, the President shall give the Librarian formal written notice of the denial of permanent status and provide the Librarian with a statement of reasons, with a copy to the Association, within twenty (20) working days of receiving the file or the submissions of the parties pursuant to sub-article (A) above, whichever is later. The notice shall include a recommendation that the duration of the member's contract be extended for one (1) year which may be renewed for a further one (1) year at the President's discretion followed by automatic termination without further review.
- (iii) In the event permanent status is denied the Librarian may file an appeal with the President. Upon the receipt of same the President shall refer the matter to a second Permanent Status Committee as set out in Article 11.3.3 (a) above.
- (iv) Following consideration of the second Permanent Status Committee it shall make a recommendation on the appeal and forward such

recommendation to the President who shall in his or her sole discretion, make a final and binding decision to grant or deny permanent status.

- (v) If the President approves a recommendation to grant permanent status or rejects a recommendation to deny permanent status, the recommendation shall go to the Collegium for approval. Upon receiving such approval, the President shall give the Librarian formal written notice, with a copy to the Association, of the granting of permanent status. The granting of permanent status shall be effective as of the date of the Collegium's approval.
- (vi) The granting of permanent status shall be accompanied by promotion to the rank of Librarian III.

#### **11.4 Promotion to Librarian IV**

- (a) A Librarian may not be considered for appointment or promotion to the rank of Librarian IV until he or she has had a minimum of five (5) years' library experience as a Librarian III or has had equivalent experience
- (b) Appointment or promotion to this rank requires evidence of a record of excellent performance with demonstrated initiative, leadership and creativity. As well as making an outstanding contribution to the Library and to the University the candidate must submit evidence of substantial achievement in one or more of the following areas: academic activities including research, publication and teaching; professional endeavours including significant involvement in professional organizations; service to the Library and/or the University community. Besides having attained a high level of professional expertise, the candidate should be considered likely to continue to fulfill a vital role in the institution.
- (c) For promotion in rank from Librarian III to Librarian IV, the Librarian's overall performance is reviewed by a Promotions Committee established by the Chief Librarian. The Promotions Committee shall be chaired by the Chief Librarian and shall include three Librarians IVs, one librarian IV at the University of Toronto appointed by the President, and one tenured Faculty Member of the University appointed by the Dean. However, if there is not a sufficient number of Librarian IV's available at the University then librarians from the Toronto School of Theology and the University of Toronto shall be appointed. Quorum for the Promotions Committee shall be its full membership. A promotion may be granted by the Chief Librarian on the majority recommendation of the Promotion Committee.
- (d) By September 30 each year, the Chief Librarian shall provide to the Promotions Committee a list of the names of all Librarians at the rank of Librarian III who have had at least five (5) years' experience at that rank together with their curricula vitae. The Promotions Committee shall decide which Librarians on that list, if any, shall receive more detailed consideration for promotion and notify those Librarians of their candidacy.
- (e) Librarians at the rank of Librarian III may request that they be given detailed consideration for promotion by making a written request to the Chief Librarian by September 15 of the academic year in which they wish to be considered. Any

Librarian who requests detailed consideration must be given detailed consideration.

- (f) The Chief Librarian shall be responsible for obtaining the following documents for inclusion in the member's dossier:
  - (i) Individual workload assignment letters, annual activity reports and annual performance reviews; and
  - (ii) Two (2) written references by external or internal referees, including at least one (1) referee from the Librarian's list of proposed referees and the remaining referee selected by agreement of the Librarian and the Chief Librarian.
  
- (g) The Librarian shall prepare and provide to the Chief Librarian the following materials for inclusion in the dossier:
  - (i) An updated curriculum vitae;
  - (ii) An account of his/her scholarship, including research and creative work, academic achievements and professional achievements undertaken or completed prior to consideration for promotion to the rank of Librarian IV;
  - (iii) A statement describing his or her methods of professional librarianship;
  - (iv) A statement, where applicable, describing any personal and/or professional circumstances that affected the member's productivity; and
  - (v) Any other materials that the Librarian or the promotions committee would like to be included in the dossier.
  
- (h) Procedures of the Promotions Committee
  - (i) At least twenty (20) working days prior to the meeting of the Promotions Committee and prior to the submission of the dossier to the Promotions Committee, the Chief Librarian shall:
    - (A) Subject to (b) below, provide the member with an opportunity to review all materials in the dossier and add any additional materials that the member wishes to include;
    - (B) Provide the member with a copy of all letters of reference with identifying information removed; and
    - (C) Inform the member of the place, time, and date of the meeting of the Promotions Committee and invite the member to appear and make a statement before the Promotions Committee or to submit a written statement for inclusion in the member's dossier.
  - (ii) The Promotions Committee shall meet in camera with all members bound to observe total confidentiality with respect to the materials presented and its deliberations. The quorum of the Committee shall be its full

membership. Any allegations of procedural irregularities may be brought to the attention of the Chief Librarian and any Association officer.

- (iii) The Promotions Committee shall consider all of the evidence in the dossier and any submissions of the member and shall either recommend the granting or denial of promotion on the basis of whether the criteria for promotion specified in this Article have been met. A majority vote shall be required for a recommendation for promotion. Any substantial disagreement within the Promotions Committee concerning the recommendation shall be recorded in a written report.
  - (iv) A member of the Promotions Committee who is being considered for promotion shall withdraw from the part(s) of any meeting in which he or she is being discussed.
  - (v) If the Promotions Committee is unable to reach a recommendation based on the evidence before it, it may recess for a period not longer than one (1) month to obtain additional or supplementary information from the member or from other sources. The member shall be informed of the recess and of the information being obtained and shall be invited, on reasonable notice, to appear in front of the Promotions Committee to make a statement or submit a written statement. Any additional or supplementary evidence obtained by the Promotions Committee shall be included in the dossier together with any written statement by the member in respect thereof.
  - (vi) If the Promotions Committee recommends a denial of promotion, the Promotions Committee shall provide a statement of reasons to the member, with a copy to the Association. The member shall have twenty (20) working days to prepare submissions for inclusion in the dossier before it is forwarded to the President.
- (i) The President
- (i) The chair of the Promotions Committee shall forward its recommendation to the President together with its written reasons, the member's entire dossier and any report by the Promotions Committee concerning substantial disagreement between the members of the committee.
  - (ii) Subject to paragraphs (A) and (B) below, the President shall decide whether to approve or reject the recommendation based on the evidence submitted to him/her and the relevant criteria listed in this Article.
    - (A) If the President has concerns, the President may notify in writing both the Promotions Committee and the member of those concerns, with a copy to the Association, and give each party a reasonable opportunity to respond. In making a final decision, the President shall consider the submissions of both parties.
    - (B) The President may refer a file back to the Promotions Committee with instructions to correct procedural problem(s) and reconvene to reconsider the application.



- (iii) The President shall give formal written notice to the member of the granting or denial or promotion, together with a statement of reasons in the case of a denial of promotion, with a copy to the Association.
- (iv) A grant of promotion shall take effect as of the date of the President's formal written notice.

## 11.5 Procedures

Procedures of all Promotion Committees shall be fully known to Librarians. Such procedures should be designed with the aim of eliciting and considering all relevant information. In addition to the written annual evaluations, Librarians should be asked to submit an account of their academic and professional activities undertaken or completed since the time of the initial appointment to the rank of Librarian II or III.

## 11.6 Written References

- (a) Whenever written references are required for Librarians under the terms of this Agreement, the Chief Librarian shall nominate all referees, unless otherwise specified herein.
- (b) Prior to sending any materials or instructions to a referee, the Chief Librarian and the Librarian shall meet and discuss the materials and instructions to be provided to the referee. The Librarian may invite a Librarian with permanent status or a representative of the Association to accompany the Librarian to this meeting. A copy of the final list of materials and instructions given to a referee shall be provided to the Librarian with identifying information removed.
- (c) Written references shall not contain any recommendation for or against the attainment of permanent status or promotion.

## 11.7 Assessment of Librarians

### 11.7.1 Curriculum vitae

- (a) The Chief Librarian shall maintain a *curriculum vita* for each Librarian. It is the Librarian's responsibility to ensure that the *curriculum vita* on file is kept current. Members shall prepare their *curriculum vita* with the advice and assistance of their Chief Librarian. Members may revise their *curriculum vita* at any time.
- (b) The *curriculum vita* may include the following:
  - (i) The academic and professional history of the Librarian including the name, date and institution of each degree, titles of graduate theses and supervisors' names (where applicable), a list of all teaching/professional practice and scholarly appointments and other relevant experience quoting dates and institutions, any honours, prizes, or awards obtained, a list of all research or other grants obtained, together with the names of the granting agency, the date, the duration, and the amount of award, and all other activities related to the candidate's work at the University of St. Michael's College, Toronto School of Theology, or the University of

Toronto. In the case of professional history, the Librarian should include a statement describing the duties and responsibilities involved.

- (ii) A reference to any relevant specialist qualifications (e.g., language, subject or area of competence) and any continuing educational activities in which the Librarian may have engaged.
- (iii) A list of the Librarian's scholarship, including research and creative professional work, including work published, completed but not yet published, in press, submitted for publication and in progress. This would include books, chapters in books, articles, and review articles written by the Librarian, any work in non-print media, editorial and bibliographical work, the presentation of papers at meetings and symposia and public lectures and formal colloquia. In the case of work which has not yet been published, the candidate should give a brief account of the stage of progress reached at the time the list is prepared.
- (iv) A list of all courses, if any, taught by the Librarian. If the Librarian has had major responsibility for the design of a course, this should be stated; a course outline and reading list and set of essay topics should be supplied, where these give evidence as to the librarian's ability in designing the course
- (v) A list of committees and organizations within the University of St. Michael's College, the Toronto School of Theology, and/or the University of Toronto on which the Librarian has served. The Librarian may also include similar list of committees and organizations outside the University together with the period of membership and the Librarian's function on them where those committees or organizations closely relate to the Librarian's teaching/professional practice, academic discipline, or scholarship, including research and creative professional work.

#### 11.7.2 Professional Practice

- (a) The essentials of the professional practice component are as set out in Articles 5.4 and 8.5.
- (b) Achievement in professional practice may be evidenced by the following:
  - (i) Annual performance reviews;
  - (ii) Written references by colleagues at the University and, where a Librarian has had significant professional experience as a librarian outside the University, by external referees;
  - (iii) Unsolicited letters and testimonials from students;
  - (iv) A statement by the member describing his or her aims and methods of professional librarianship; and
  - (v) Any other materials that the member would like to be considered.

### 11.7.3 Scholarship

- (a) The essentials of the scholarship component are as set out in Articles 5.4 and 8.6.
- (b) Achievement in scholarship, including research and creative professional work may be evidenced by the following:
  - (i) Published work such as books, monographs, articles, reviews or scholarly research expressed in media other than print;
  - (ii) Academic, creative, professional and pedagogical contributions and activities including development of subject expertise;
  - (iii) Unpublished writings and work-in-progress;
  - (iv) Theses and other material prepared or written under the member's direct supervision;
  - (v) Adjudication of scholarly works and editorial work;
  - (vi) Public lectures, seminars and formal colloquia;
  - (vii) Design of pedagogical tools and resources for teaching and research at the post-secondary level including specialized websites for research and study purposes; and
  - (viii) Research projects including participation in funded research (electronic or otherwise);
  - (ix) Research grants and contracts awarded, name of granting body, research title, amount of award and date awarded;
  - (x) Awards and other honours received; and
  - (xi) Any other materials that the member would like considered.

### 11.7.4 Service

- (a) The essentials of the service component are as set out in Articles 5.4 and 8.7.
- (b) In addition to the curriculum vitae, contributions through service may be evidenced by the following:
  - (i) Written references; and
  - (ii) Any other materials that the member would like to be considered.

## ARTICLE 12 - ANNUAL PERFORMANCE REVIEW

### 12.1 General

- (a) Division Heads shall provide all members in their Division a copy of the Division's annual activity report form by May 1 of each year. The annual activity report must provide an opportunity for members to list and describe the nature and scope of their achievements in each of the three areas of their appointment, namely, teaching/professional practice, scholarship, including research and creative professional work, and service during the one year period beginning on May 1 and ending on April 30 immediately preceding the annual performance review.
- (b) The Annual Activity Report for Faculty Members shall, where applicable, include the following:
  - (i) Specifics of accomplishments and work in progress in the areas set out in Articles 8.4, 8.6 and 8.7, as applicable.
  - (ii) Research grants and contracts awarded, name of granting body, research title, amount of award and date awarded;
  - (iii) Awards and other honours received;
  - (iv) Contributions to the member's profession;
  - (v) Any other relevant activities.
- (c) The Annual Activity Report for Librarians shall, where applicable, include the following:
  - (i) Specifics of accomplishments and work in progress in the areas set out in Articles 8.5, 8.6 and 8.7, as applicable.
- (d) Members shall complete the annual activity report and return it to the Division Head by May 30.
- (e) Division Heads shall meet with each member in their Division normally during the month of June. The Chief Librarian shall consult with the Associate Chief Librarian prior to each such meeting.
- (f) At the meeting, the Division Head and the member shall discuss the following:
  - (i) The contents of the member's annual activity report.
  - (ii) The goals that had been set for the academic year under review, noting where the goals have been met, exceeded, or not met, as well as any changes that were made to those goals during the course of the academic year and the reasons for those changes. Where goals have not been met, the Division Head and the member shall discuss steps for achieving those goals.

- (iii) For members who are pre-tenure or pre-permanent status, the progress of the member toward achieving the requirements for tenure, offering advice and encouragement.
  - (iv) The balance of the three areas of responsibility for the current academic year and any adjustments to this balance for the next academic year, taking into account the need for adequate time to fulfill each of the three areas of responsibility. A written record of any adjustments shall be retained.
  - (v) The goals for the forthcoming academic year, including any relevant timelines and support that will be provided from the University to support the achievement of those goals.
- (g) Taking into account the member's annual activity report and the member's submissions at the meeting, the Division Head shall write an annual performance review and provide the member with a copy. If the member does not agree with the Division Head's annual performance review, the member may prepare an alternative summary setting out the areas of disagreement.
  - (h) A copy of the Division Head's annual performance review (in revised form, if revised) and the member's alternative summary, if any, shall be included in the member's official personnel file.

## **ARTICLE 13 - ADMINISTRATION OF DIVISIONS**

### **13.1 Dean and Chief Librarian**

- (a) Candidates for the position of Dean must either hold, or have the necessary credentials to hold, a full-time tenured appointment in the Faculty. Candidates must also have the necessary academic qualifications to be appointed by the Advanced Degree Council of the Toronto School of Theology to teach in the Advanced Degree Programs.
- (b) Candidates for the position of Chief Librarian must hold an American Library Association (ALA) accredited Master's degree or an accepted equivalence.
- (c) No member shall be pressured to accept the position of Dean or Chief Librarian.
- (d) An appointment to the position of Dean shall be made with tenure.
- (e) Any Search Committee created for Dean shall include at least one (1) Faculty Member and any Search Committee created for Chief Librarian shall include at least one (1) Librarian. The Faculty Member or Librarian shall serve in an advisory role to the Search Committee, if created.

#### **13.1.2 Term**

- (a) The Dean and the Chief Librarian shall each be appointed for an initial term of five (5) consecutive years. The appointment may be renewed for subsequent terms of five (5) years or less.

- (b) No person may serve as Dean for more than ten (10) consecutive years.

### 13.1.3 Renewal

- (a) Prior to considering the renewal of the Dean or the Chief Librarian, the Employer shall provide to the Association a description of the consultative process that will be followed in the decision. The Association shall be given a reasonable opportunity to make representations to the Employer thereon.
- (b) Prior to renewal of the Dean or Chief Librarian, the Employer shall give members in the relevant Division a reasonable opportunity to provide confidential feedback to the Employer on the Dean or Chief Librarian's performance.

## 13.2 Director of Basic Degree Programs and Director of Advanced Degree Programs

### 13.2.1 Appointment

- (a) After consulting with Members in the Faculty, the Dean shall recommend to the President a tenured Member in the Faculty to serve as Director of Advanced Degree Programs or Director of Basic Degree Programs, as the case may be, if the Employer requires either or both of those positions to be held by a Faculty Member.
- (b) The President shall decide whether to accept or reject the Dean's recommendation and appoint a tenured Member in the Faculty to serve as Director of Advanced Degree Programs or Director of Basic Degree Programs, as the case may be.
- (c) No member shall be pressured to accept the position of Director of Advanced Degree Programs or Director of Basic Degree programs.
- (d) The Employer may decide to fill the position of Director of Advanced Degree Programs or Director of Basic Degree Programs with a person who is not a Faculty Member, in which case the Association will be given advance notice.
- (e) The Director of Advanced Degree Programs and the Director of Basic Degree Programs shall each be appointed for an initial five (5) year term. The appointment may be renewed for a second term of five (5) years or less. No person may serve in either of these positions for more than ten (10) years in total.

## 13.3 Associate Chief Librarian and Head of Public Services Programs

### 13.3.1 Appointment

- (a) After consulting with members in the Library, the Chief Librarian shall recommend to the President a Librarian, at not less than the rank of Librarian III, to serve as Associate Chief Librarian or Head of Public Services, as the case may be.
- (b) The President shall decide either to accept the Chief Librarian's recommendation or to appoint another Librarian who is at the rank of Librarian III or IV to serve as Associate Chief Librarian or Head of Public Services, as the case may be.

- (c) The Associate Chief Librarian and the Head of Public Services shall each be appointed for an initial five (5) year term. Their appointments may be renewed.
- (d) The Associate Chief Librarian shall receive a stipend of \$5000 per year and the Head of Public Services shall receive a stipend of \$2000 per year. These stipends are not subject to the ATB and such amounts are not included in determining whether such persons' salaries are above the breakpoint.
- (e) No member shall be pressured to accept the position of Associate Chief Librarian or Head of Public Services.

### 13.3.2 Responsibilities of the Associate Chief Librarian

- (a) The duties of the Associate Chief Librarian shall include the following, all of which shall be performed in consultation with the Chief Librarian:
  - (i) Oversee, all aspects of library operations, including personnel, public services, technical services, collection development, facilities, purchasing, advancement, and internal and external relations;
  - (ii) Provide leadership in determining Library policies;
  - (iii) Prepare the annual proposed budget in collaboration with the librarians for submission to the Collegium for approval;
  - (iv) Develop and monitor long-range visioning and planning;
  - (v) Deal with faculty, staff, student and user concerns;
  - (vi) Assist the Chief Librarian in representing the Library and its interests to ecclesiastical, academic, and professional bodies, as well as to the wider community served by the Library;
  - (vii) Perform the daily professional management and administrative duties of the library;
  - (viii) Assume those duties and responsibilities of the Chief Librarian as may be delegated by the Chief Librarian from time to time; and
  - (ix) Perform all duties assigned to the Associate Chief Librarian under this Agreement or as may be assigned by the Chief Librarian.

### 13.3.3 Responsibilities of the Head of Public Services

- (a) The duties of the Head of Public Services shall include the following:
  - (i) Oversee the daily operations of the Public Services Department;
  - (ii) Supervising technicians and student assistants involved in service at the circulation desk, interlibrary and intercampus loans, the Kelly InfoExpress service for faculty, the Kelly Article service for graduate theology students, and graduate carrels;

- (iii) Represent the Library on the Circulation Services Committee of the University of Toronto Libraries;
- (iv) Serve as chair of the Public Services Departmental Committee; and
- (v) Perform other duties as may be assigned by the Chief Librarian.

## ARTICLE 14 - LEAVES

### 14.1 Pregnancy Leave

- (a) The Employer agrees to grant maternity leave of up to seventeen (17) weeks, without regular pay, to any member who has completed thirteen (13) weeks of employment and who makes a written request for same and provides a Doctor's certificate or a certificate from a certified Midwife stating that she is pregnant. The leave may commence any time up to seventeen (17) weeks prior to the expected date of delivery provided the member gives the Employer at least two (2) weeks' notice of the commencement date, where possible. Vacation and pension credits shall continue during a member's maternity leave, provided the member fulfills any requirements for said continuation. The Employer shall make the member aware of any requirements.
- (b) For members with one (1) year of service or more, the Employer will pay 95% of the member's normal salary during the two (2) week waiting period for employment insurance (EI) benefits, and, for the next sixteen (16) weeks, will pay the member the difference between the EI benefits received and 95% of the member's normal salary, provided the member applies for and receives EI benefits. For members who have less than one year of service, the Employer will pay this top up benefit on a pro-rated basis according to the percentage of a whole year and FTE that the member worked before the first day of the leave, provided that the member applies for and receives EI Benefits.

### 14.1.2 Parental Leave

- (a) On the occasion of the birth or adoption of a child, a member who is a parent shall be entitled to 35 weeks of parental or adoption leave without pay as set out in the Employment Standards Act for any eligible member who has completed thirteen (13) weeks of employment. Members, who have taken pregnancy leave, must take parental leave immediately following pregnancy leave. All others must begin parental leave within 52 weeks of birth/adoption or the child coming into their care.
- (b) For a member with one (1) year of service or more, who is not the biological mother and takes leave under this section, the Employer will pay ninety-five percent (95%) of salary during the two week waiting period for EI benefits and, for the next fifteen (15) weeks, will pay the difference between EI benefits and ninety-five (95) percent of salary, provided the member applies for and receives EI benefits. For members who have less than one year of service, the Employer will pay this top up benefit on a pro-rated basis according to the percentage of a whole year and FTE that the member worked before the first day of the leave, provided that the employee applies for and receives EI Benefits.



- (c) Upon birth or adoption of a child, a parent who is not covered by the above shall be granted up to five (5) days leave of absence with pay. Application for such leave shall be submitted in writing to the member's Division Head at least five (5) days in advance. Such paternity leave must be taken within the first month of the birth or an adoption.
- (d) Members on parental leave shall be entitled to participate in all benefits plans on the same basis as members not on leave and shall be eligible for the same salary increases including ATB and PTR as members not on leave. The Employer shall continue to pay its share of pension contributions and insurance premiums.

#### 14.1.3 Notice

A member shall give written notice to the Employer of his or her intention to take pregnancy, parental or extended parental leave at least two (2) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.

#### 14.1.4 Renewal, Tenure and Promotion

Members shall be entitled to receive a one year extension to the timelines for tenure review and contract renewal when they take pregnancy or parental leave. Such extension shall also apply to promotion from Librarian I to II and II to III.

### 14.2 Jury and Witness Duty

A leave of absence with pay shall be granted to any member, other than a member already on a leave of absence, who is called for jury duty, subpoenaed as a witness, or is required to attend a court proceeding as a defendant, respondent, or accused, provided that the member furnishes the Employer with proof and details of jury notice or subpoena, if applicable, and signs over to the Employer any jury duty or witness fee received from the Court or Crown. If a member is excused from jury or witness duty for one (1) or more scheduled work days due to Court adjournments or other reasons, the member must report for work on his/her next regular work day.

### 14.3 Bereavement Leave

In the event of death in the immediate family (children, including step-children, spouse, father, mother, grandparents, grandchildren, sister, brother) of a member, the Employer shall grant a paid leave of absence of up to five (5) successive working days and for father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person whose relationship is not defined above, the impact of which is comparable (e.g., a close friend) up to three (3) successive working days for the purpose of making funeral arrangements and/or attending the funeral. Members may use their Personal Leave to supplement this leave.

### 14.4 Personal Emergency Leave

Personal emergency leave shall be granted to members in accordance with the provisions of the *Employment Standards Act of Ontario* as amended from time to time.

#### 14.5 Personal Leave

- (a) Members shall be granted up to four (4) working days of paid personal leave in any calendar year. Reasons for personal leave include, but not limited to, care of family members, parent-teacher interviews, school trips or concerts, stepping in when a regular caregiver is away. Personal leave days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances, supplementing a bereavement or family leave, writing examinations, and attending to emergency situations. In arranging these leaves, both the interests of the University as well as the interests of the member shall be considered. It is expected that the member will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.
- (b) Members shall make their need for leave known to their Division Head as far in advance as possible.

#### 14.6 Leave of Absence without Pay

A Division Head, with the approval of the President, may grant a leave of absence without pay up to a maximum of two (2) years, to a member who requests such leave in writing, provided the reason for the leave is reasonable and subject to the operational requirements of the Division. Such leave of absence may be extended if the reason for the extension is reasonable and it does not detrimentally affect the operational requirements of the Division. Any request for an extension of the leave must be made in writing prior to the expiration of the initial leave. The Association shall be notified of all leaves granted hereunder.

#### 14.7 Sick Leave

Members are entitled to fifteen (15) weeks of sick leave with pay each year. A properly completed Attending Physician's Statement (APS) may be required as a pre-condition to such pay. Further, following a prolonged absence or serious illness or injury, the Employer may require medical proof of fitness before returning the member to regular duties.

#### 14.8 Holiday and Retreat

- (a) The annual vacation entitlement for Faculty Members and persons in the teaching stream shall be four (4) weeks.
- (b) The annual vacation entitlement for Librarians shall be as follows:

<b>Months of Service</b>	<b>Annual Vacation Entitlement</b>	<b>Vacation Entitlement per Month</b>
1 through 180	22 days	1.833
181 through 228	23 days	1.917
229 through 288	25 days	2.083
289 and more	30 days	2.500

- (c) Faculty Members are also entitled to one (1) additional week each year for religious retreat.
- (d) Librarians are entitled to an additional 22.5 hours of scheduled work reduction without loss of pay in each calendar year.
- (e) Vacation and retreat shall be scheduled at times mutually agreed upon by the member and his/her Division Head.
- (f) Vacation entitlement shall be exhausted during the contract year in which it is earned, unless mutually agreed upon between the member and the Employer. Vacation entitlement shall be exhausted prior to retirement. In the event of termination, the Employer shall pay the member for any unused vacation days that have been accrued.
- (g) In addition to the annual vacation entitlement, members shall be entitled to take holidays when the University is officially closed.

## **ARTICLE 15 - RETIREMENT**

### **15.1 Teaching Courses after Retirement**

- (a) Retired members teaching on a per course basis shall be paid the per course stipend as set out in Article 17.7 (Per Course Stipends).
- (b) The Employer shall continue to provide retired members who teach on a per course basis with office space and access to equipment as are reasonably necessary for these retired members to perform their duties and responsibilities. For clarity, this includes the equipment and services set forth in Article 16.1(d).

### **15.2 Benefits**

- (a) Retired members shall be entitled to continue to participate in the following benefit plans:
  - (i) The Extended Health Care Plan, Deluxe Travel Plan, Emergency and Payment Assistance Plan, Dental Care Plan and Semi-Private Hospital Accommodation Plan,on the same basis as active members.
- (b) The Employer and the retired member shall continue to pay their respective shares of the relevant benefit premiums as set out in this Agreement unless, in respect of any of the benefit plans to which a retired member is eligible to participate, the retired member has elected not to participate.

## **ARTICLE 16 - WORKING ENVIRONMENT**

### **16.1 Office**

- (a) The Employer acknowledges its responsibility to provide and maintain facilities, services and general working conditions which support the effective discharge by

members of their duties and responsibilities as set forth in the Agreement. The Employer will determine the manner in which and the level at which facilities and services are provided to members

- (b) The Employer shall provide each member with a furnished, private, single-occupancy office containing services, equipment, computer, access to shared laser printer, and licensed software as are reasonably necessary for members to perform their duties and responsibilities.
- (c) The Employer shall also provide information technology services to the member as are reasonably necessary to support members in performing their duties and responsibilities.
- (d) To further assist members with the performance of their individual duties and responsibilities, the Employer shall provide members with:
  - (i) Access to a networked photocopier and printer;
  - (ii) Office supplies; and
  - (iii) Mail services.

## **16.2 Health and Safety**

- (a) The Employer is responsible under the *Occupational Health and Safety Act* (OHSA) to implement and maintain an environment that protects the health, safety and security of members as they carry out their responsibilities.
- (b) Members are entitled to a workplace environment free from harassment and/or violence.
- (c) The Employer agrees to maintain a Joint Health and Safety Committee (JHSC). The Association shall have the right to appoint one (1) member to the existing JHSC in accordance with the OHSA.

## **16.3 Privacy**

- (a) Members have the right to privacy with respect to their files and their personal and professional communications, whether on paper or in electronic form.
- (b) The Employer shall take reasonable precautions to ensure the privacy of communications that are stored and/or transferred through the Employer's computer network and any other computer network used by the Employer for the storage and/or transfer of electronic information.

## **16.4 Travel at the Request of the Employer**

- (a) The Employer shall reimburse members for reasonable expenses incurred while travelling on University business at the Employer's request. The Employer shall make such requests to the member in writing.
- (b) Members shall submit for reimbursement copies of receipts together with an expense reimbursement form provided by the Employer.

- (c) Reasonable expenses shall include the following:
  - (i) Cost of land and air travel (economy fare);
  - (ii) Forty-seven cents per kilometer traveled in a personal automobile;
  - (iii) Cost of accommodation;
  - (iv) Cost of meals and necessary incidentals; and
  - (v) Travel cancellation insurance.

## **16.5 Personnel Files**

### **16.5.1 Official Personnel Files**

- (a) The Employer shall maintain an official personnel file for each member. All personnel files shall be maintained in a secure location within the Human Resources Department.
- (b) Each member's official personnel file shall include all documents created by the University concerning that member during the period of that member's employment at the University. For greater certainty and without limiting the foregoing, each member's official personnel file shall include the following documents:
  - (i) Original application for employment;
  - (ii) Original letter of appointment;
  - (iii) All correspondence and materials used in reviews or evaluations including annual performance reviews, and renewal, tenure and promotion reviews;
  - (iv) All documents and materials used in any official proceeding concerning the member;
  - (v) Formal counselling and/or disciplinary notations arising under this Agreement; and
  - (vi) Information relating to accommodation and absence management.
- (c) No anonymous documents may be included in official personnel files.
- (d) Best efforts will be made to include in each personnel file a list of all documents that have been placed in the file.
- (e) Members have the right to add documents to their official personnel files including written comments on the accuracy or meaning of any of the existing documents in their files.

### **16.5.2 Division Head's Files**

Documents and materials used by the Division Head to track members' merit, teaching load and decanal correspondence shall be maintained in a confidential file securely maintained in the Division Head's office.

16.5.3 Access

Each member shall have the right to review his/her Division Head's files and his/her official personnel file at a mutually convenient time during regular business hours upon providing at least twenty four (24) hours' notice.

16.5.4 Removal of Disciplinary Notations

Disciplinary notations below suspensions will be withdrawn from a member's disciplinary record after a period of twenty-four (24) months provided the member has not received subsequent discipline in that period. Once a disciplinary notation is removed from a member's record, that discipline may not be relied upon in any subsequent disciplinary investigation or proceeding.

**ARTICLE 17 - COMPENSATION**

**17.1 Salary**

- (a) The Employer shall provide each member, on or before June 30, a letter confirming the member's salary as of the July 1 immediately following the date of the letter.
- (b) Salary increases each year shall comprise an Across-the-Board (ATB) award, which shall be a fixed amount for each member, as well as a Progression Through the Ranks (PTR) award, as provided in Article 17.5 below.

**17.2 Starting Salaries**

- (a) A member's starting salary will usually be the base salary for the rank at which the member was hired. However a member may be hired beyond the base salary for the particular rank based on the member's relevant experience and prevailing market conditions.
- (b) The rationale for the starting salary, including the number of years of relevant previous experience, shall be included in the member's letter of appointment.

**17.3 Minima and Maxima Salaries**

- (a) The minimum and maximum annual salary for each faculty rank shall be as follows:

Rank	July 1 2014		January 1, 2015		July 1, 2015		January 1, 2016		July 1 2016	
	Min	Max	Min	Max	Mini	Maxi	Min	Max	Min	Max
Prof	\$94,300		\$95,100		\$96,100		\$97,000		\$98,700	
Assoc. Prof	\$70,300		\$70,900		\$71,600		\$72,200		\$73,500	
Asst. Prof	\$57,200	\$97,700	\$57,700	\$98,600	\$58,300	\$99,600	\$58,800	\$100,500	\$59,800	\$102,300
Asst. Prof Cond	\$48,100	\$79,600	\$48,500	\$80,300	\$49,000	\$81,100	\$49,400	\$81,800	\$50,300	\$83,200

- (b) The minimum annual salary for each librarian rank shall be as follows:

Rank	July 1 2014		January 1, 2015		July 1, 2015		January 1, 2016		July 1 2016	
	Min	Max	Min	Max	Mini	Maxi	Min	Max	Min	Max
Librarian I	\$61,600		\$62,200		\$62,800		\$63,400		\$64,500	
Librarian II	\$64,200		\$64,800		\$65,400		\$66,000		\$67,200	
Librarian III	\$82,200		\$82,900		\$83,700		\$84,500		\$86,000	
Librarian IV	\$96,800		\$97,700		\$98,700		\$99,600		\$101,300	

- (c) The minimum annual salary for each College member rank shall be as follows:

Rank	July 1 2014		January 1, 2015		July 1, 2015		January 1, 2016		July 1 2016	
	Min	Max	Min	Max	Mini	Maxi	Min	Max	Min	Max
Lecturer / Sr Lecturer	\$77,600		\$78,300		\$79,100		\$79,800		\$81,200	

#### 17.4 Across-the Board Increases

- (a) Effective date of ratification, the salary of the members shall be determined in accordance with the provisions set out in the Memorandum of Agreement re Research Leave and ATB Salary Increases attached hereto.

#### 17.5 Progression Through the Ranks (PTR)

- (a) The merit component, or PTR, is designed to provide full-time tenure stream and tenured Faculty Members, Senior Lecturers and Librarians with an annual merit based award to recognize each individual's contribution to teaching/professional practice, scholarship, including research and creative professional work, and service. PTR is the only source of merit increase for members. It is based on the assumption that each individual's rate of progress through the ranks is a function of that individual's cumulative merit over his/her career. While there is a career path for a "typical" member, no two individuals are alike. Some careers will progress rapidly and hence those members will merit on average higher PTR awards, and some will not progress and hence those members will merit no PTR awards.
- (b) PTR Pools

The money available for PTR distribution is sub-divided into three separate funds: one for tenured/tenure stream Faculty, one for Senior Lecturers and one for Librarians. These three separate funds are further sub-divided into three pools: one for those whose current salaries are above a salary break point as set out in 17.5(c); a second for those whose current salaries are below the breakpoint; and a third, five percent (5%) of the total PTR pool, which is dedicated to a Special Merit Pool (SMP).

- (i) The funds in the above and below the breakpoint pools are kept separate and awarded to the members of each respective pool solely on the basis of merit. The funds from each of these two pools may normally only be spent on the staff in that pool, with no transfer of funds from one pool to another permitted except as provided in (iii) herein.
- (ii) PTR increases are not an automatic entitlement for individual Faculty Members, Senior Lecturers or Librarians. The PTR process recognizes that the vast majority of individuals are advancing in their careers by

consistently contributing to the advancement of the field, teaching at a high level and by serving the University and the broader community. Accordingly, the award of Average or Median PTR will reflect the very high standard expected of all our Faculty Members, Senior Lecturers and Librarians.

- (iii) It is expected that all of the PTR funds available, except the SMP, will be allocated to merit increases. If for any reason all of the PTR funds cannot be expended within a pool, permission not to expend the entire pool must be sought from the President. Such unexpended funds will be re-distributed to one or more of the other five pools (not SMP) as required.
  - (iv) The five percent (5%) Special Merit Pool is available in order to reward Faculty Members, Senior Lecturers or Librarians who have made an outstanding contribution and are leaders in their field. The allocation of the SMP funds is discretionary and shall be awarded by the President, in consultation with the Division Head. Funds allocated under this SMP may be awarded to any Faculty Member, Senior Lecturer or Librarian without regard to salary breakpoint and are in addition to any PTR awarded through the process in sub-paragraphs (i), (ii) and (iii) above.
  - (v) Each Faculty Member, Senior Lecturer and Librarian must complete and submit an Annual Activity Report as set out in Article 12, along with a curriculum vitae, to his/her Division Head. The Division Head shall be responsible for making PTR recommendations which shall be forwarded to the President for approval.
  - (vi) Each Faculty Member, Senior Lecturer or Librarian shall be informed in writing of the amount of PTR awarded and the reasoning behind the award. This amount is not reviewable through the grievance and arbitration procedure unless it can be shown that the decision was made in bad faith, or was discriminatory or arbitrary. In addition to the details concerning the PTR award, the letter shall also include the amount of the ATB award which shall be applied to the salaries prior to the award of PTR.
  - (vii) PTR allocations are made effective July 1 of each year of this Agreement and are based on the member's performance during the previous academic year.
  - (viii) The PTR allocation of each member will be provided to the Association by July 15 of each year.
  - (ix) The Division Heads and the Bursar will meet with two (2) designated representatives of the Association to provide an overview of the implementation and allocation of PTR.
- (c) Beginning with the July 1, 2014 PTR allotment and continuing each July 1 thereafter, the PTR allotment for each Member shall be the same as the PTR allotment for the University of Toronto faculty and librarians represented by the Association at the same rank for the same July 1 PTR allotment. The salary



breakpoints shall also be the same as that which is applicable to University of Toronto faculty and librarians represented by the Association.

## **17.6 PTR on Leaves**

Faculty Members, Senior Lecturers and Librarians, who are on leave with pay shall be eligible for PTR increases. For added clarity, members who are on pregnancy, parental or sick leave under Article 14.7, shall be considered to be on leave with pay for the purpose of this Article.

## **17.7 Per Course Stipends**

- (a) Members who are paid for teaching courses on a per course basis (e.g., summer session) or on overload shall be paid the same amount per course as the minimum amount payable to University of Toronto faculty and librarians represented by the Association for teaching a course during the same academic term.
- (b) In the event that, at the beginning of any given academic term, the Association and the University of Toronto have not reached agreement to increase the per course stipend rate for that given academic term, Members shall be paid the per course stipend rate from the immediately preceding academic term. If the Association and the University of Toronto subsequently agree to increase the per course stipend rate for the academic term in question, Members shall be retroactively paid the difference between the per course stipend rate they received and the new, negotiated per course stipend rate.

## **ARTICLE 18 - BENEFITS AND PENSION**

### **18.1 General**

The Employer agrees to contribute towards the billed premiums in the indicated amounts for the benefits outlined in Article 18.2 for each full-time tenured or tenure stream Faculty Member, Senior Lecturer and Librarian after the completion of three months' employment provided the balance of such premiums are paid by the member through payroll deductions.

Entitlement under any of the Plans below is subject to the specific provisions of the insurance policies. The Employer may select the Carrier or Carriers of its choice or may change Carriers or self-insure if it sees fit provided the level of benefit coverage is not diminished.

The Employer will make its best efforts to provide members with the same LTD plan as the University of Toronto, provided it can be done within a reasonable cost.

### **18.2 Health and Welfare Benefits**

18.2.1 The Benefits and premium sharing arrangements are as follows:

- (a) Long-Term Disability Plan

The Employer agrees to contribute 80% of the premiums for the Plan currently in effect on the date of ratification.

(b) Group Life – Basic

The Employer agrees to contribute 100% of the premiums for the Plan currently in effect on the date of ratification.

Additional Coverage (Optional) – The Employer agrees to contribute 50% of premiums for the plan currently in effect on the date of ratification.

(c) Survivor Income Benefit

The Employer agrees to contribute 50% of the premiums for the Plan currently in effect on the date of ratification.

(d) Accidental Death & Dismemberment

The Employer agrees to contribute 50% of the premiums for the Plan currently in effect on the date of ratification.

(e) Dental Care Plan

The Employer agrees to contribute 80% of the premiums for the Plan currently in effect on the date of ratification. Orthodontic coverage @50% reimbursement with lifetime maximum benefit of \$2500.

(f) Extended Health Care & Semi-Private Hospital Accommodation Plan

The Employer agrees to contribute 75% of the premiums for the Plan currently in effect on the date of ratification. Registered Massage Therapist / Physiotherapy / Chiropractic treatment to increase from a combined maximum of \$600.00 / person / year to a combined maximum of \$700.00 / person / year effective July 1, 2013.

(g) Hearing Aids

Coverage \$500 for one (1) ear and \$1,000 for two (2) ears every three (3) years

(h) Vision Care Plan

The Employer agrees to contribute 50% of the premiums for the Plan currently in effect on the date of ratification. Increase from \$300.00 to \$350.00 bi-annually effective July 1, 2013.

18.2.2 The Employer shall also provide Education Benefits as set out in Appendix I, provided the University of Toronto continues the programs without any cost to the Employer.

### 18.3 Benefits While on Leave

(a) Members who are on leave with pay shall be entitled to continue to participate in these benefit plans on the same basis as members who are not on leave. The

Employer and the member shall each continue to pay their respective shares of benefit premiums.

- (b) Members who are on pregnancy leave, parental leave, or sick pay or long-term disability leave, whether paid or unpaid, shall be considered to be on leave with pay for the purposes of determining benefit entitlements.
- (c) Members who are on unpaid leave shall be entitled to participate in any of the benefit plans during their leave provided that they pay for both the Employer's and the member's shares of the relevant benefit plans.

#### **18.4 Staff Meal Rate Plan**

The Employer shall maintain the staff meal rate program for members so long as the Food provider offers such program.

#### **18.5 Pension**

18.5.1 The Employer agrees that all full-time tenured or tenure stream Faculty Members, Senior Lecturers and Librarians will, after satisfying the appropriate eligibility period, be required to participate in the Contributory Retirement Plan of the University of St. Michael's College, in accordance with the terms and conditions set out in the Plan.

18.5.2 Faculty Members and Senior Lecturers will be eligible to participate in the pension plan upon hiring while Librarians will first be eligible after three months employment.

##### **(a) Accrual Rate**

The accrual rate for future and past service is 1.6% of final average earnings up to YMPE. Above the YMPE 2.0%.

##### **(b) Contributions**

- (i) Employees' contribution rate for earnings below or equal to the YMPE is 5.0%.

Effective July 1, 2012, employees' contribution rate for earnings below or equal to the YMPE is 5.45%.

Effective July 1, 2013, employees' contribution rate for earnings below or equal to the YMPE increases to 5.9%.

- (ii) Employees' contribution rate for earnings above the YMPE is 6.0%.

Effective July 1, 2012, employees' contribution rate for earnings above the YMPE is 6.7%.

Effective July 1, 2013, employees' contribution rate for earnings above the YMPE increases to 7.4%.

18.5.3

- (a) Members who are on leave with pay shall be entitled to continue to participate in the pension plan on the same basis as members who are not on leave. The Employer and the member shall each continue to pay their respective share of pension plan contributions. For the purpose of calculating years of pensionable service, periods of time spent on leave with pay shall be counted.
- (b) Members who are on pregnancy leave, parental leave, or sick pay or long-term disability leave, whether paid or unpaid, shall be considered to be on leave with pay for the purposes of determining pension entitlements.

## **ARTICLE 19 - DISCIPLINE INCLUDING DISCHARGE**

### **19.1 General**

- (a) A member shall be disciplined only for just cause. Disciplinary processes are not to be used to inhibit free inquiry, discussion, exercise of judgment, or honest criticism within or without the University except as set out in this Agreement. Disciplinary action shall be commensurate with the seriousness of the violations, and consistent with accumulated practice under this Article. The Parties recognize the value of promoting corrective action through guidance and progressive discipline, although this will not always be appropriate.
- (b) The only disciplinary measures that may be taken by the Employer against a member are the following:
  - (i) A letter of warning or reprimand. Such letters must be specific and must be clearly identified as disciplinary measures.
  - (ii) Suspension with full or partial pay or without pay. Suspension is the act of relieving a member, without her/his consent, of some or all duties and/or privileges.
  - (iii) Discharge for cause. Discharge means the termination of an appointment by the Employer without the member's consent.
- (c) Disciplinary processes must be kept distinct from academic assessments associated with annual performance reviews and consideration for renewal, tenure, permanent status, promotion and reappointment. The fact that a disciplinary measure has been imposed or is contemplated cannot be considered an academic assessment, but the facts that resulted or may result in the imposition of discipline can be considered, if relevant to that assessment.
- (d) The President or his/her designated representative shall promptly investigate any concerns or allegations about a member if the President reasonably believes that a situation warranting disciplinary measures may exist. The member may invite a representative of the Association to attend any meeting which may result in discipline.
- (e) The President or his/her designated representative shall take reasonable steps to maintain the member's privacy and the confidentiality of the investigation and its findings until the imposition of discipline, if any. However, some disclosure of concerns and allegations may be necessary, either in order to conduct the

investigation or if the President or his/her designated representative has reasonable grounds to believe that such confidentiality may place a person or persons at risk of significant harm.

- (f) The President shall, promptly after the conclusion of the investigation, notify the member and the President of the Association in writing of the disciplinary decision with reasons.

## **ARTICLE 20 - DISPUTE RESOLUTION**

### **20.1 Informal Resolution of Disputes**

- (a) The Parties recognize the value of informally resolving problems prior to presenting a formal grievance. Accordingly, members may informally discuss a problem or potential grievance with the appropriate representative of the Employer. The Parties may also informally discuss a problem or potential grievance at informal meetings or at meetings of the Joint Committee.
- (b) The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance shall be arbitral if filed more than 30 working days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

### **20.2 Grievance and Arbitration**

#### **20.2.1 General**

- (a) A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this Agreement. For greater certainty, the grievance procedure may not be used to dispute a decision to grant or deny tenure to a Faculty Member or permanent status to a Librarian or any decision which is specified herein to be within the Employer's or President's sole discretion to make, nor shall an Arbitrator have any jurisdiction to review such decisions.
- (b) There shall be no discrimination, harassment, or coercion of any kind practiced against any person involved in these procedures or against any member who elects not to pursue a grievance. The Association representatives acting on behalf of a grievor shall not be coerced, restrained, or interfered with in the performance of their duties as representatives.
- (c) The Parties are encouraged to make every reasonable effort to settle all grievances in a prompt, just, and fair manner.

#### **20.2.2 Types of Grievance**

- (a) Types of Grievance
  - (i) An individual grievance is a grievance initiated by the Association on behalf of an individual member.

- (ii) A group grievance is a grievance initiated by the Association on behalf of a group of members.
- (iii) An Association grievance is a grievance initiated by the Association which may but need not relate to an actual dispute involving an individual member or group of members.
- (iv) An Employer grievance is a policy grievance initiated by the Employer against the Association.

(b) The Association shall have carriage of all grievances in (i), (ii) or (iii).

#### 20.2.3 Time Limits

- (a) In the event a Party fails to reply in writing within the time limits prescribed in this article, the other Party may submit the matter to the next step of the grievance procedure as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- (b) The time limits specified in this article may be extended by mutual agreement of the Parties in writing. The Parties shall be reasonable in considering extension requests.

#### 20.2.4 Technical Irregularities

No technical violation or irregularity occasioned by clerical, typographical, or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

#### 20.2.5 Grievance Procedure

- (a) A Party may file a grievance according to the procedures outlined in this Article 20 (Dispute Resolution) within thirty (30) working days after the occurrence of the incident giving rise to the grievance, or thirty (30) working days from the date the grievor became aware or ought reasonably to have become aware of the events giving rise to the grievance, whichever is later.
- (b) A grievance shall be in writing, signed by the grievor and the Association, or, in the case of an Employer grievance, by the Employer, and shall specify the matter(s) in dispute, the article(s) and any relevant legislative provisions alleged to have been violated, and the remedy or remedies sought. It shall be submitted to the President or the Association's President, as the case may be.
- (c) No later than ten (10) working days following the receipt of a grievance, the Employer representative shall meet with the Association and the grievor or, in the case of an Employer grievance, the Employer representative shall meet with the Association representative. The Parties and the grievor are encouraged to make every reasonable attempt to resolve the grievance.
- (d) If a grievance is resolved at this stage, the settlement shall be documented in writing and signed by the Parties and the grievor within ten (10) working days of the meeting at which the settlement was reached.

- (e) In the event that the grievance is not resolved within ten (10) working days of the meeting, the President or the Association's President, as the case may be, shall forward to the other Party the written reasons for denying the grievance.
- (f) All grievance-related discussions directed at the settlement of a grievance are privileged and confidential and cannot be relied upon in any other proceeding.

20.2.6 Arbitration

- (a) Within thirty (30) working days of receipt of the written reasons for denial of a grievance, the Association, or, in the case of an Employer grievance, the Employer, may give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- (b) The Parties shall choose an arbitrator. Should the Parties fail to agree on the appointment of an arbitrator within twenty (20) working days of receipt of the notice of arbitration, the arbitrator shall, upon request of either Party, be appointed by the Ontario Minister of Labour as provided for under the Ontario *Labour Relations Act*.
- (c) In grievances involving discipline, the Employer shall have the burden of proving that the discipline taken was justified in the circumstances.
- (d) The Parties to the arbitration shall share equally the arbitrator's fees and expenses. The costs of presenting a case shall be borne by the respective Parties to the arbitration.

**ARTICLE 21 - BARGAINING STATUS OF ADMINISTRATORS**

- (a) The provisions of this Agreement shall apply to any member who has re-entered the bargaining unit upon the expiry of his/her appointment to a position outside the bargaining unit.
- (b) Such person shall re-enter the bargaining unit upon completion of his/her term outside the bargaining unit and resume his or her academic position at the same rank as before he/she left the bargaining unit.

**ARTICLE 22 - NO STRIKES OR LOCKOUTS**

- (a) The Parties having entered into this Collective Agreement in mutual good faith, the Employer agrees there will be no lockout and the Association agrees there will be no strike, picketing, slow-down, or other concerted activity which could interfere with or restrict the Employer's operations during the term of this Agreement.
- (b) The terms "strike" and "lockout" shall have the meanings given to them in the Ontario *Labour Relations Act*.

## **ARTICLE 23- FINANCIAL EXIGENCY**

Faculty Members may, under circumstances and through processes described below, be laid off. In such cases, the process of dismissal for cause shall not be used, nor shall Faculty Members who are eligible for tenure or promotion be denied it on the grounds that they might be laid off in the future. Moreover, Faculty Members shall not be otherwise penalized with respect to terms and conditions of employment and/or rights and privileges relating to employment for financial reasons except in accordance with this Article.

### **23.1 Definition**

A state of financial exigency is defined as a situation in which the Faculty of Theology, using Generally Accepted Accounting Principles, faces substantial and potentially chronic losses which threaten the survival of the Faculty unless the budget for salaries and benefits of Faculty Members is reduced.

### **23.2 Determination and Declaration of a State of Financial Exigency**

- (a) Where the Collegium anticipates a state of financial exigency, it must, by October 1st, give formal notice to the Senate and Association of its intention to declare a state of financial exigency and initiate the procedures in this Article. As of the date of the notice, Faculty Members may have contracts renewed, but no new appointments may be made in the Faculty of Theology.
- (b) No later than 10 business days following notice as in 23.2(a) a committee will meet to determine whether or not a bona fide state of financial exigency exists. The Committee will consist of the following: two persons appointed by the Employer, two persons appointed by the Association, and an independent person chosen by the other four members of the committee. If these four members of the committee cannot agree on the independent person, he or she shall be named by the Chairman of the Ontario Chartered Accountants Association. No member of the Committee shall be a Government official and the four persons named by the Parties must be employees of either the University, the University of Toronto or CAUT.
- (c) The Committee will have complete access to all financial information it considers necessary to determine whether a state of financial exigency exists, including all assets, reserves, restricted funds, etc., both operating and capital, and will receive the full cooperation of the Finance Committee of the Collegium.
- (d) The Committee shall consider whether a state of financial exigency exists.
- (e) The Committee will report to the Collegium and to the Senate its findings concerning the existence of a bona fide financial exigency prior to December 15. If the committee confirms that there is a state of financial exigency, it shall recommend the amount of reduction in expenditures that is required. The committee shall recommend the proportion of that reduction that will be achieved by laying off Faculty Members, or by other means of reduction in expenditures on Faculty Members' salaries and benefits, but only after verifying that every other means of achieving that proportion of the reduction in expenditure has been exhausted. The committee may recommend alternative measures for achieving the recommended reduction in expenditure. If the Committee finds that no



financial exigency exists, the Collegium shall be precluded from invoking the provisions of this Article for the layoff or reduction in the salaries and benefits of members for six (6) months from the date of the Committee's report.

- (f) If the committee confirms that a state of financial exigency exists, a thirty (30) day period shall elapse before any procedures for layoffs are invoked. During that period, the Parties shall meet and consider the recommendations of the committee with respect to the implications of financial exigency. It shall be open to the Parties, notwithstanding any provisions to the contrary of 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.
- (g) If, pursuant to (f) above, the Parties fail to reach agreement on measures to reduce salaries and benefits within thirty (30) days of the report of the committee, the Collegium may declare financial exigency by January 15 for the purpose of effecting reductions the following academic year. After due consideration of the committee's recommendation of the amount of reduction in expenditures that is required, the Collegium will indicate the gross dollar amount of reduction to the budgetary allocation for salaries and benefits of Faculty Members required. Any significant deviation from the committee's recommendation will be accompanied by an explanation to the Association. The President and the Finance Committee of the Collegium will translate this into the number of Faculty Members affected and amount of reductions this represents.

### **23.3 Criteria for Identifying Individuals to be Laid Off**

- (a) Processes
  - (i) All full-time Faculty Members, together with the Dean as non-voting Chair, will meet within a week following January 15th to identify the individual(s) and make a recommendation based on the following criteria before January 31. In the case where the group cannot come to a two-thirds majority decision, it will so report to the President and the President, in consultation with the Dean, will make the decision before February 15th.
- (b) Criteria
  - (i) Decisions shall be made mainly on the grounds of academic merit (i.e., teaching effectiveness, the importance of the individual's teaching field to the academic viability of the department's course offerings and the University's programme), academic and/or professional degrees obtained, publications and research experience. Other contributions to the University and the individual's part in the University's contribution to the community at large should be considered.
  - (ii) Only when an untenured Faculty Member can contribute more substantially to the academic progress of the University shall he/she be retained in place of a tenured Faculty Member.

- (iii) In the case of two tenured Faculty Members of equal academic merit, the decision shall be made on the basis of seniority. The same principle shall apply in the case of untenured Faculty Members.

### **23.4 Compensation and Other Considerations**

Where a Faculty Member is to be laid off, the following shall apply:

- (a) The Faculty Member shall receive a letter clearly stating that the reason for discontinuation of employment is financial exigency.
- (b) Every effort shall be made to employ that individual elsewhere in the University, including in the Undergraduate Program.
- (c) In cases where such alternative employment is impossible or unacceptable, severance pay shall be offered at the rate of six months salary from the date of June 30th after notice of lay off has been given, plus one month's salary for each year of full-time employment up to a maximum of eighteen months in the aggregate. The salary rate current for the periods involved shall be used for purposes of calculation of severance pay.
- (d) Tenured Faculty Members thus released shall be offered, within four years of the end of the academic year in which the final decision has been made, the first available appointment in the Faculty unless the Employer can substantiate that the post is so specialized that it cannot be filled by the candidate or by a re-arrangement of the duties of other Faculty Members. Faculty Members offered such appointments must be given at least one month to accept the position, and reasonable time to make termination arrangements with their current employers. If an individual, within the four-year period, refuses an offer of re-employment, any obligations on the part of the Employer towards him/her under this Article will cease.

## **ARTICLE 24 - REDUNDANCY DUE TO CHANGE IN AND/OR CURTAILMENT OF ACADEMIC PROGRAMS AND LIBRARY SERVICES**

### **24.1 Redundancy for bona fide academic reasons**

The Collegium may, after receiving a recommendation from the President and Division Heads, on the one hand, and the Faculty Members, College Lecturers and/or Librarians, as appropriate, on the other hand, declare redundancy in the Faculty, College and/or Library, only for bona fide academic reasons. Academic reasons may include concerns about academic quality within the program, academic relevance or enrolment and the redundancy may involve curtailment, restructuring or reduction of the whole or part(s) of an academic program or library services. If the above group does not agree on a recommendation then the Parties will select, by mutual agreement or, failing that, by process of elimination, a Provost at an Ontario University to decide on the recommendation.

In such an event, the following will apply:

- (a) Such decision will be made only in the context of long-range planning. Before such decision is reached, the Senate will have a current, written, formally approved Long-Range Strategic Plan document.
- (b) If low student enrolment is argued as a bona fide academic reason, it must be demonstrable that a major decline has occurred which has produced a condition of low enrolments for at least three consecutive years, and there is no reasonable probability of an increase in enrolment in the immediate future.
- (c) Such a decision, specifying the program area(s) to be curtailed and the number and levels of reductions involved, must be formally made and promulgated by the Collegium, by November 15th of a given year to take effect in the following academic year.
- (d) The Senate may approve, and the Collegium ratify, new programs or expansion of other existing non-cognate programs concurrently with a curtailment decision, provided these are within the context of the Long-Range Strategic Plan and are supported by solid academic reasons.
- (e) A moratorium on hiring and expansion in the relevant Division will be in effect immediately and continue until the provisions set out below are fulfilled.
- (f) It shall be open to the Parties, notwithstanding any provisions to the contrary of 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.

## **24.2 Criteria for Identifying Individuals to be Laid Off**

### **24.2.1 Processes**

In the relevant Division(s), all of the full-time Bargaining Unit members, together with the Division Head as non-voting Chair, will meet within a week following November 15th to identify the individual(s) and make a recommendation based on the following criteria before November 30. In the case where the group cannot come to a two-thirds majority decision, it will so report to the President and the President, in consultation with the Division Head, will make the decision before December 15.

- (a) Decisions shall be made mainly on the grounds of academic and professional practice merit (i.e., teaching effectiveness, the importance of the individual's teaching field to the academic viability of the department's course offerings and the University's programme), academic and/or professional degrees obtained, publications and research experience. Other contributions to the University and the individual's part in the University's contribution to the community at large should be considered.
- (b) (i) Only when an untenured Faculty Member can contribute more substantially to the academic progress of the University shall he/she be retained in place of a tenured Faculty Member.

- (ii) Only when a Librarian without permanent status can contribute more substantially to the effective operation of the Library shall he/she be retained in place of a Librarian with permanent status.
  - (iii) Only when a Lecturer can contribute more substantially to the academic progress of the University shall he/she be retained in place of a Senior Lecturer.
- (c) In the case of two tenured Faculty Members of equal academic merit, the decision shall be made on the basis of seniority. The same principle shall apply in the case of untenured Faculty Members, Librarians with permanent status, Librarians without permanent status, Senior Lecturers and Lecturers.

### **24.3 Compensation and Other Considerations**

Where an individual is declared redundant, the following consideration shall apply:

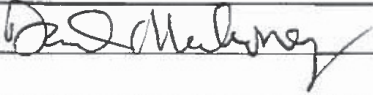
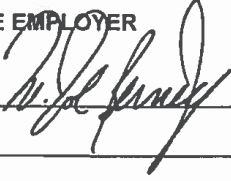
- (a) The individual shall receive a letter clearly stating the reason(s) for discontinuation of employment (i.e., that it was for redundancy and no other reasons).
- (b) Every effort shall be made to employ that individual elsewhere in the University provided that the quality of the academic program will be maintained.
- (c) In cases where such alternative employment is impossible or unacceptable, severance pay shall be offered at the rate of six months salary from the date of June 30th after notice of redundancy has been given, plus one month's salary for each year of full-time employment up to a maximum of eighteen months in the aggregate. The salary rate current for the periods involved shall be used for purposes of calculation of severance pay.
- (d) Tenured Faculty Members and Librarians with permanent status thus released shall be offered, within four years of the end of the academic year in which the final decision has been made, the first available appointment in their Division unless the Employer can substantiate that the post is so specialized that it cannot be filled by the candidate or by a re-arrangement of the duties of other members in the Division. Members offered such appointments must be given at least one month to accept the position, including reasonable time to make termination arrangements with their current employers. If an individual, within the four-year period, refuses an offer of re-employment, any obligations on the part of the Employer towards him/her under this Article will cease.

**ARTICLE 25 - TERM OF THIS AGREEMENT**

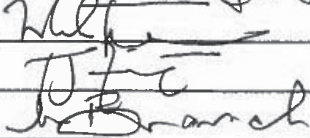
This Agreement shall be in force as soon as it is ratified by both Parties and shall remain in force until June 30, 2017. This Agreement shall automatically renew itself on July 1, 2017 for a period of one (1) year, and for successive one (1) year periods thereafter, unless either Party notifies the other in writing within the period of ninety (90) calendar days prior to June 30 of the relevant year that it desires to bargain with a view to the renewal, with or without modifications, of this Agreement, or that it desires to bargain with a view to the making of a new Agreement.

Dated at Toronto this 30 day of SEPTEMBER, 2016.

**FOR THE EMPLOYER**



**FOR THE ASSOCIATION:**



## APPENDIX I: EDUCATION BENEFITS

### A. Tuition Waiver for University of Toronto Programs

Tuition fees shall be waived for members taking courses at the University of Toronto as follows:

- For undergraduate degree courses, diploma and certificate programs offered through Woodsworth College and other University of Toronto divisions, the maximum tuition waiver shall be limited to three (3) full courses or six (6) courses during the fall and winter sessions and one (1) full course or two (2) courses during the summer session up to an amount equal to the general Arts and Science full-time tuition fee.
- For Master's level programs, the tuition waiver shall be limited to the part-time program fee or \$2500.00 per academic year, whichever is less. The University will also waive the balance of the degree fee, to the lesser of the equivalent remaining program fee or \$2500 per year, so long as the member has already received a tuition waiver under this provision;
- The tuition for University of Toronto courses taken as part of the "Academic Bridging" program and courses taken as a "special student" shall be waived;
- For courses offered by the School of Continuing Studies that are work or job-related, up to a maximum of \$500 per course shall be waived. For personal interest courses, up to a maximum of \$250 per course shall be waived. The total maximum number of courses at the School of Continuing Studies is six (6) courses per academic year.

### B. Dependent Tuition Waiver Program

- Tuition fees for all programs at the University of Toronto which lead to a first undergraduate degree or certificate shall be waived for members' dependents and spouses. The following programs shall be excluded:
  - Undergraduate degrees or certificates that require prior undergraduate preparation;
  - Programs of the Royal Conservatory of Music;
  - Programs of the School of Continuing Studies; and
  - Woodsworth College diplomas.

"Dependant" shall include the natural, legally adopted, step or foster child of the member or the member's spouse, who is dependent on the member or the member's spouse for financial support. "Spouse" shall mean spouse as defined in the Ontario *Human Rights Code*.

- An eligible spouse or dependent must have met the admission requirements for the qualifying program and must follow the normal procedures regarding application for admission and registration before application is made for a tuition waiver.

- Dependents shall have their academic tuition fee waived for each academic year of their program until the degree or certificate is awarded.
- In cases where a program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible for the tuition fee waiver. The tuition fee waiver is applicable to the Transitional Year Program and the Academic Bridging Program.

The provision of these Policies is conditional on the University of Toronto continuing to permit access to the members and their dependants at no cost to the University.

## LETTERS

### LETTER OF UNDERSTANDING

#### RE: LIBRARIANS – CONTRACTUALLY LIMITED-TERM APPOINTMENTS (CLTAs)

1. CLTA appointments shall only be used for special projects of limited duration or for temporary replacements for librarians on leave, (such as maternity leave or research leave for example). Librarians hired on contractually limited-term appointments will have the length of appointment, rank and salary clearly stated in a letter of appointment. Only one (1) CLTA appointment for special projects shall be in effect at any given time.
2. CLTA librarian appointments carry no implication of renewal or continuation beyond the stated term.
3. Librarians holding a CLTA appointment shall normally be appointed at the rank of Librarian I or II. However, librarians holding a CLTA may be appointed at a higher librarian rank if such rank is recommended by the Search Committee and approved by the President at the time of appointment.
4. A CLTA librarian contract will normally be for a period of not less than one (1) year and, in any event, no member may be on librarian CLTA contracts which cumulatively add up to more than three (3) years). A break in service of two years will restart the three year period.
5. The procedures as set out in Article 7 (Search Procedure for Academic Appointments) shall be followed when making CLTA librarian appointments.
6. Librarians holding a CLTA appointment may apply in the normal way for any new permanent stream or permanent status appointments. When Librarians are appointed to a permanent stream position after holding a CLTA, Librarians may elect, with the approval of the Chief Librarian and the President, to shorten their pre-permanent status period by a period not to exceed two (2) years or the number of years the Librarian held a CLTA, whichever is less.



## **LETTER OF UNDERSTANDING**

The Parties are committed to creating and maintaining a workplace environment which fosters mutual respect and which is free of bullying and harassment.

The Employer agrees to provide training with respect to its Workplace Violence Prevention and Workplace Harassment policies and with respect to bullying and harassment. This training will be mandatory for all employees and for persons who exercise supervisory responsibility of USMC employees.

The content of the training shall include but not be limited to the following:

- (i) The definitions and impact of harassment and bullying and examples of behaviors which might meet the definitions.
- (ii) Responsibilities of complainants, the Employer, supervisors and the procedures for reporting and investigating complaints and protection from reprisal action in relation to complaints.
- (iii) Procedures for reporting and dealing with complaints of bullying and/or harassment.

The training shall be offered at an on campus location no later than April 30, 2015.

The training shall be facilitated by a third party agreeable to the parties; and

The Health and Safety Committee shall have an opportunity to meet with the facilitator prior to the commencement of the training.

**LETTER OF UNDERSTANDING  
(TEACHING STREAM) RE: COLLEGE OF ARTS & SCIENCE**

1. Members in the College may be hired as teaching stream faculty, at the following ranks:
  - (a) Lecturer (Conditional)
  - (b) Lecturer and
  - (c) Senior Lecturer
2. Appointments to teaching stream may be made at the rank of Lecturer (Conditional), Lecturer or Senior Lecturer. Initial appointments to the teaching stream will normally be made at the rank of Lecturer. Appointments at the rank of Senior Lecturer are continuing appointments. A continuing appointment provides a safeguard for free enquiry and discussion, the exercise of critical capacities, honest judgement and independent criticism of matters both outside and within the University.
3. Members in the teaching stream in the College who have not yet completed a doctoral degree or qualification necessary for the position may be appointed at the rank of Lecturer (Conditional) in the teaching stream. Upon completion of a doctoral degree or qualification necessary for the position, the member appointed at the rank of Lecturer (Conditional) shall be promoted to the rank of Lecturer and he/she shall receive a three (3) year contract as of the July 1 following his/her promotion.
4. The Lecturer rank is the usual starting point for a person beginning a teaching- intensive career of teaching, scholarship, including research and creative professional work, and service in the College at the University.

All Members appointed at this rank must have a completed doctoral degree or qualification necessary for the position.

An initial contract at the rank of Lecturer in the teaching stream shall be for a three (3) year term.

It should be clearly understood that the Employer is under no obligation to renew the contract of a Lecturer in the teaching stream.

By June 30<sup>th</sup> of the last year of the initial contract, a Lecturer shall submit a dossier of his or her probationary review. By December 31<sup>st</sup> of the last year of the initial contract, the probationary review shall be completed by a committee appointed by the President's designate. The review committee shall include at least one Senior Lecturer from USMC or the University of Toronto. The procedures of the review committee shall be comparable to those set out in Article 10.1 for the tenure stream. The essential purpose of the review should be:

- (a) Has the appointee's performance been sufficiently satisfactory for a second probationary appointment to be recommended?
- (b) If reappointment is recommended, what counselling should be provided to the appointee to assist him or her to improve areas of weakness and maintain areas of strength?

The President's Designate shall forward the review committee's recommendation to the President, who shall decide whether or not to renew the appointee's initial contract.

The procedures of the review committee should be made known to the appointee.

Upon a successful review, the appointee's initial contract shall be renewed for two (2) years.

Notwithstanding the timeline otherwise provided in this Letter of Understanding, at the request of the member and with the approval of the President, consideration for renewal may be delayed for one (1) year but no more than two (2) years for professional or personal reasons. Such requests shall not be unreasonably denied.

5. New teaching stream appointments shall be initiated by a recommendation from the President's Designate to the President. After receiving a recommendation for a new appointment from the President's Designate, the President shall decide, in his/her sole discretion, whether or not to grant approval to initiate a search.

No later than October of the fifth year (or earlier at the request of the Lecturer and with the permission of the President's Designate), a Lecturer's performance shall be reviewed and a recommendation made with respect to promotion to Senior Lecturer as of the following July. A negative recommendation will result in no further contracts beyond the then current contract, unless it is overturned by the President.

Notwithstanding the timeline otherwise provided in this Letter of Understanding, at the request of the member and with the approval of the President, consideration for continuing appointment may be delayed for one (1) year but no more than two (2) years for professional or personal reasons. Such requests shall not be unreasonably denied.

Performance will be assessed on teaching effectiveness and scholarly development related to the field in which the candidate teaches. Administrative service will be considered, where such service is related to teaching duties or to curricular and professional development.

A positive recommendation will require the judgment of excellence in teaching and evidence of continued future scholarly development. The Lecturer's performance will be assessed by a promotions committee of faculty members struck for this purpose by the President's Designate.

The promotions committee will contain at least one Senior Lecturer from the candidate's department or a cognate area at the College or the University of Toronto, the President's Designate, and the chair of any department to which the Lecturer is cross-appointed. The President's Designate shall formally notify the Lecturer as to the individuals whom he or she intends to ask to serve on the promotions committee. If the Lecturer has reason to believe that any member of the committee cannot make his or her decision solely on the basis of the evidence available at the time of the promotions committee meeting, he or she should indicate this to the President's Designate. The President's Designate shall then formally notify the Lecturer of the final composition of the promotions committee and when the process of review, including assembling of documentation, is about to begin and when it will be completed. The Lecturer, with appropriate assistance and advice from the President's Designate, will prepare a dossier.

The quorum of the committee shall be its full membership. A recommendation for promotion must be approved by a minimum of all but two of its members.

The President's Designate shall forward the promotion committee's recommendation to the President, who shall decide whether or not to promote the member. The President shall give the Lecturer formal written notice, with a copy to the Association, of the granting or denial of promotion. If the President decides to deny promotion, the notice shall include a recommendation that the duration of the Lecturers contract be extended for one (1) year which may be renewed for a further one (1) year at the President's discretion followed by automatic termination without further review.

6. The workloads of the teaching stream members shall balance teaching, scholarship, including research, creative professional work, and pedagogical/professional development; and service. The teaching component shall normally comprise 60% of each of their appointments. The scholarship, including research and creative professional work, component shall be no less than 20% of each of their appointments. The service component shall comprise the remaining 20%.
7. Teaching stream members shall have a strong commitment to the achievement of teaching excellence. The normal teaching assignment for the teaching stream members, shall be 3.0 FCE's. The President's Designate, in consultation with each teaching stream member, shall make decisions with respect to individual workload assignments and shall, by June 1, provide each such member with his/her workload assignment for the following academic year.
8. Teaching assignments are covered by the College's workload policy. Their research activities are expected to contribute to their professional development. All teaching stream appointments are expected to submit annually an activities report outlining their teaching, scholarship and service contribution during the year.
9. Teaching stream members are expected to engage in activities designed to enhance the quality and the impact of their teaching and to contribute to their professional development as teachers. Professional development includes, but is not limited to, the following activities:
  - (a) The publication of books, peer reviewed articles, book chapters and book reviews on aspects of the discipline related to the field in which he/she teaches, and the organization of conferences on specific themes of the discipline, with sessions on the curriculum implications of research in progress.
  - (b) The publication of textbooks and teaching materials, and the preparation of software and innovative teaching activities, including activities based on information technology and online pedagogy.
  - (c) Research projects on any theoretical aspects of teaching, curriculum and technology in relation to the intellectual tradition and spiritual temperament of the College.
  - (d) The organization of international conferences and workshops in other universities on issues of higher education.

- (e) Research projects on any aspect of the intellectual life of students as members of a community of learners in the College.
  - (f) Any of the above activities in which students are engaged as junior partners or as research assistants.
  - (g) Activities set out in Article 8.6 regarding Scholarship.
10. Members in the teaching stream are covered by all the provisions of the collective agreement which are applicable to members generally, as appropriate, namely:
- (a) The Preamble, Article 1, Article 2, Article 3, Article 4, Article 14, Article 15, Article 16, Article 17, Article 19, Article 20, Article 21, Article 22, Article 24 and Article 25.
  - (b) Article 5, Article 9, Article 10.5.1, Article 12 and Article 18 which shall be read with references to Faculty Member being read as College Lecturer and Senior Lecturer and references to Dean being read as President's Designate.  
  
In Article 9.4, 17.5 and 18, references to Senior Lecturer shall be read as including Lecturers.
11. The following articles in the collective agreement do not apply to members in the teaching stream:
- (a) Article 6, Article 7(except for 7.3 to 7.6 as referred to in paragraph 12), Article 8(except for 8.6 which applies), Article 10, Article 11, Article 13 and Article 23.
12. When a new member is required in the Teaching Stream a Search Committee will be struck by the President's Designate and the processes similar to those set out in Articles 7.3 to 7.6 will be followed.
13. In case of any conflict between the terms of this Letter of Understanding and the collective agreement, the terms of this Letter shall prevail.

**LETTER OF UNDERSTANDING  
RE: UTFA ANOMALY PROPOSAL**

The parties agree that Frank Iacobucci will be asked to review UTFA's proposal that three bargaining unit members should receive an anomaly adjustment effective July 1, 2014. Mr. Iacobucci will determine an expeditious and informal process for inquiring into the merits of UTFA's proposal. He will then make a recommendation, which will be forwarded to UTFA and to the USMC President, as to whether any anomaly adjustments are warranted, and if so in what amount. The recommendation will be made by May 15, 2015. The President will then decide whether or not to accept the recommendation, in whole or in part, on or before June 15, 2015. If Mr. Iacobucci is unable or unwilling to serve, the parties will attempt to agree on another individual with relevant academic experience, failing which Mr. Iacobucci will make the appointment.

**MEMORANDUM OF AGREEMENT**  
**re: RESEARCH LEAVE AND ATB SALARY INCREASES**

**WITHOUT PREJUDICE**

Memorandum of Agreement

Between

University of St Michael's College "Employer"

And

University of Toronto Faculty Association "Association"

Research Leave and ATB Salary Increases

Effective June 29, 2017, the Employer agrees to amend Article 9.1.2 of the Collective Agreement to provide that Research Leave will be increased to 87.5% for leaves previously at 82.5%. The Employer further undertakes that the cost of increasing the Research Leave to 87.5% shall not be charged against future negotiations with the Association.

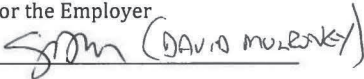
The Association agrees that the fact that the Employer has agreed to this additional amendment will not be relied upon by the Association as a precedent during the term of the Collective Agreement or in future negotiations with respect to the relationship between the Association's bargaining with the Employer and the Association's bargaining with the University of Toronto.

The Employer will implement the Across the Board salaries of 1.0% July 1, 2014, 0.9% January 1, 2015 (Year One), 1.0% July 1, 2015, 0.9% January 1, 2016 (Year Two), and 1.75% July 1, 2016 (Year Three). The Year One and Year Two adjustments will be made for the payroll period on March 4, 2016.

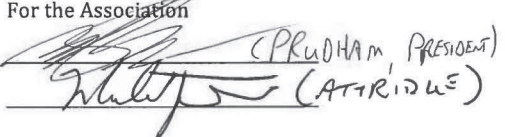
The Parties agree and confirm that this Memorandum of Agreement fully and finally addresses the final matters for the terms of the Collective Agreement and that there are no other outstanding issues with regard to the terms of the Collective Agreement.

Dated this 25 Day of February, 2016

For the Employer

  
\_\_\_\_\_  
\_\_\_\_\_

For the Association

  
\_\_\_\_\_  
\_\_\_\_\_ (PRUDHAM, PRESIDENT)  
\_\_\_\_\_ (ATTORNEY)