

Memorandum of Agreement between The Governing Council of the University of Toronto (“the Governing Council”) and The University of Toronto Faculty Association* (“the Association”)

~~*Word version exported (uncorrected) from Dec 31 2006 MOA posted on UTFA website~~

(hereafter collectively “the parties”)

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Memorandum

Definitions

“Academic Staff”, for the purposes of this Agreement ~~made initially on,~~ refers to faculty and academic librarians, and specifically those faculty and librarians represented by UTFA via this Agreement.

“Members”, for the ~~28th day~~ purposes of ~~June, 1977 as amended~~ this Agreement, refers to academic staff covered by this Agreement.

Scope

The following faculty and librarians shall be considered eligible for membership in the Association and shall be covered by the provisions of this Agreement:

- Faculty with appointments of one year or more in length;
- Faculty with appointments shorter than one year in length who are not otherwise represented by a trade union;
- Librarians; and
- Individuals retired ~~from time to time and herein consolidated as~~ any of the ~~31” day~~ above positions.

Exceptions are those faculty and librarians who, although colleagues, occupy positions of ~~December, 2006 between-~~ The sufficient administrative authority that they are to be considered delegates or agents of the Governing Council. For clarity, this means the President and Provost, all Vice-Presidents and Vice-Provosts of the University, all Deans, the Principals of the University of Toronto (~~the Governing Council~~ or “the University”) ~~Scarborough and the University of Toronto Mississauga,~~ and the Chief Librarian of the University of Toronto and the Head or Chief Librarians at the University of Toronto Scarborough and the University of Toronto Mississauga.

~~and-~~
~~The University of Toronto Faculty Association (“the Association”). This Agreement witnesseth that, in consideration of the mutual promises of the parties herein contained, the parties hereto respectively agree as follows:-~~

Article 1: Purposes

The parties recognize that the University of Toronto is committed to being an internationally significant research university, with undergraduate, graduate and professional programs of excellent quality, and agree to conduct themselves in relation to one another in ways that reflect and uphold this commitment. The parties further agree to uphold the Purpose of the University of Toronto, namely, to foster an academic community in which the learning and scholarship of every member may flourish, with vigilant protection for individual human rights, and a resolute commitment to the principles of equal opportunity, equity and justice. Within the unique university context, the most crucial of all human rights are the rights of freedom of expression, academic freedom, and freedom of research. The parties affirm that these rights are meaningless unless they entail the right to raise deeply disturbing questions and provocative challenges to the cherished beliefs of society at large and of the University itself. The parties affirm that it is this human right to radical, critical teaching and research with which the University has a duty above all to be concerned; for there is no one else, no other institution and no other office, in our modern liberal democracy, which is the custodian of this most precious and vulnerable right of the liberated human spirit.

The primary purpose of this Agreement is to foster collegial, mutually accountable relations between faculty and librarians and the Governing Council. It is understood by the parties that academic staff play a central role in the collegial determination of their own working conditions. Further, the parties agree that a substantial degree of self-

determination and autonomy for individual academic staff and for academic staff as a collective in shaping the evolution of the academic programs of which they are a part is a central and defining feature of the University in both its teaching and research missions. This Agreement is meant to reflect, uphold and elaborate on the principle of collegial governance for academic staff in the University.

Given that both parties ~~desire~~wish to promote the welfare of the University and its faculty and librarians, the purposes of this Agreement ~~are~~also include:

- to create or confirm the ~~minimum~~ rights, privileges and benefits ~~which the University shall grant to~~Of faculty members and librarians and ~~to~~of the Association;
- to provide ~~reasonable protection from unilateral changes to approved~~a process for negotiating salaries, benefits and policies and practices relating to terms and conditions of employment of faculty members and librarians; ~~to maintain formally an effective and orderly procedure for the discussion and determination of salaries and benefits of librarians and faculty members;~~
- to formalize the relationship between the ~~University and the Association~~parties, and to maintain conditions of support for ~~the~~an independent Association; and
- ~~to accomplish the foregoing purposes (a) recognizing~~recognize the importance of not derogating from or diminishing the existing rights of the individual faculty members and librarians. ~~(b) recognizing;~~
- to recognize the roles of the duly established bodies and groups within the University ~~and (c) within, to be exercised consistently with this Memorandum;~~
- to maintain the framework of an agreement and relationship between the Governing Council and the Association that is outside The Labour Relations Act of the Province of Ontario and that does not, subject to terms negotiated between the parties pursuant to processes set out in this Memorandum, prevent individuals or groups from seeking and obtaining terms and conditions of employment which they consider more favourable than those referred to in this Agreement.

In this connection, both the Governing Council and the Association wish to promote and maintain harmonious, collegial relationships within the University of Toronto, and to provide a mutually acceptable means of settling differences which may arise from time to time ~~w-~~thou~~~~without resort to strikes and lockouts and other procedures provided by The Labour Relations Act of the Province of Ontario.

Article 2: No Changes ~~in Basic Policies~~Terms and ~~Practices~~Conditions of Employment

The ~~University agrees~~parties agree that, during the term of this Agreement, ~~it~~there will ~~not change~~be no changes to terms and conditions of employment, including the following policies and practices, ~~except by mutual consent of the parties, or in accordance with the negotiating processes set out in this Memorandum:~~

- (a) the Policy and Procedures on Academic Appointments including the "Haist Rules" relating to academic tenure;
- (b) the Policy and Procedures on Employment Conditions of Part-time Academic Staff;
- (c) the policy on Political Candidacy in the "Haist Rules";
- (d) the Policy on the Appointment of Academic Administrators;
- (e) the Policy on Conflict of interest: Academic Staff;
- (f) there shall be no mandatory retirement date for faculty members and librarians whose 65~~th~~th birthday occurs on or after July 1, 2005;
- (g) the policy on sick leaves affecting faculty members and librarians;
- (h) the practices affecting faculty members and librarians relating to leaves of absence, short-term compassionate and emergency leaves;
- (i) the Policy and Procedures on Promotions;
- (j) the policy on maternity leave;
- (k) the policies on family care leave and parental leave.

Article 3: Librarians

~~The Working Group on Librarians met during 1977-78 and Policies for Librarians were subsequently approved by the Governing Council in June, 1978. If and when these Policies are approved by the Association, they will become subject to this Agreement and will thereafter not be changed by the University during the term of this Agreement.~~

The parties agree that academic librarians are central to the University's mission, and that academic librarians are members of the Association with all rights and privileges that this entails. The parties are committed to maintaining librarian appointments as academic appointments, and recognize the need for a new librarian appointments and promotion policy, to be negotiated through the processes set out in this Memorandum.

Until renegotiation, the current policies and practices currently in effect will continue.

Article 4: Research and Study Leaves

The University maintains a policy of research leave intended for academic study, research, and writing which provides means for ~~faculty~~ members to increase their knowledge, further their research and scholarship, stimulate their intellectual interests, and strengthen their contacts with the community of scholars, thus enhancing their contributions to the research and teaching activities of the University. Research leave shall be regulated by the following principles:

- (a) A ~~faculty~~ member on 50 percent or greater appointment shall be entitled to apply for research leave of twelve (12) months at eighty-two and one-half (82.5) percent salary after every six years of service at the University of Toronto. Such leave shall not be unreasonably denied. Research leave normally will commence on July 1. Effective July 1, 2013 compensation for 12 month Research and Study Leave will be at 90% for the following faculty and librarians only: (i) for tenured faculty, the first research and study leave following a successful tenure review and promotion to associate professor; (ii) for teaching stream faculty, the first research and study leave following a successful promotion review and promotion to senior lecturer; and (iii) for librarians, the first research leave following a successful permanent status review and promotion to Librarian III.
- ~~@~~(b) As an alternative, each ~~faculty~~ member on 50 percent or greater appointment shall be entitled to apply for research leave of six months at full salary, after the same period of service. Such leave shall not be unreasonably denied. Such leave may commence either July or January I, subject to the approval of his or her chair, dean or principal.
- (c) As an alternative and subsequent to the leave in (a) or (b) above and where the academic unit's teaching program permits, each ~~faculty~~ member on a 50 percent or greater appointment who has not entered the phased retirement program shall be entitled to apply for research or study leave for a six month period (from July 1 to December 31 or January 1 to June 30) after every three years of service at 82.5 percent salary. Such leave shall not be unreasonably denied.
- (d) A ~~faculty~~ member who is entitled to apply for a research leave under (a), above, may request that he or she defer the leave by up to one year. Such request shall not be unreasonably denied; and, where the request has been granted, 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 and study leave application,
- (e) The research leave allowance to which such ~~faculty~~ member is entitled may be paid in part as a research grant, made in accordance with University policy for awarding research grants. In appropriate circumstances the schedule of payments of research leave allowances shall ~~be~~ at the discretion of the ~~faculty~~ member concerned.
- ~~(f) Faculty members~~(f) Members on research leave shall be entitled to salary increases and consideration for promotion on the same basis as all other faculty members. Staff benefits will continue on the same basis.
- (g) A ~~faculty~~ member who wishes to take research leave shall request such leave in writing from his or her chair, dean, or principal no later than October 31 of the academic year preceding. Every request for research leave requires the approval of the Vice-President and Provost of the University. Normally the response in principle to

the request should be given by December 31 and confirmed by March 31 of the academic year preceding. Such requests may be withdrawn up to three months prior to the academic year in which the leave is to be taken. Afterwards, they can be withdrawn only with the consent of the appropriate University authority. However, this consent shall not be unreasonably denied, particularly in cases where the circumstances are beyond the control of the individual.

Requests for research leave should be accompanied by a statement of the research ~~and~~, scholarship and or creative and professional activities the ~~faculty~~ member proposes to undertake and at the conclusion of the leave a report of the research and scholarship shall be required by the chair, dean or principal.

Article 5: Academic Freedom and Responsibilities

1. The parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom ~~as expressed in the following statement: academic.~~ 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. Academic freedom also includes the right for faculty and librarians to participate meaningfully and reasonably in determining the configuration of academic units of which they are a part, including but not necessarily limited to the provisions specified in Article XX of this Agreement on the collegial aspects of academic planning. Specifically, and without limiting the above, academic freedom entitles faculty and librarians to:

- (a) freedom in carrying out their activities;
- (b) freedom in pursuing research ~~and~~, scholarship and creative/professional activities, and in publishing or making public the results thereof; and
- (c) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

2. A faculty member's professional obligations and responsibilities to the University shall encompass (i) teaching; (ii) research, scholarly ~~or~~, and creative/professional activity; and (iii) service which should be broadly understood to include service to the University and the profession. While the pattern 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:

- (a) 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 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.
- (b) A faculty member shall be entitled to and be expected to devote a reasonable proportion of his or her time to research ~~and~~, scholarly or creative/professional work, separate and apart from time devoted to teaching and service. 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 shall, in published works, indicate any reliance on the work and assistance of academic colleagues and students.
- (c) Service to the University is performed by faculty members through participation in the decision- making

councils of the University, and through sharing in the necessary administrative work of their Departments, Faculties, the University or the Association. The parties also recognize the importance of contributions by members to the work of learned societies, academic and professional societies, funding agencies and programs, editorial boards, and academic and professional journals, as readers of theses or dissertations from other universities, and to the wider professional community. In performance of these collegial and administrative activities, faculty members shall deal fairly and ethically with their colleagues, students and other staff, shall objectively assess the performance of their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

3. A librarian's professional obligations and responsibilities to the University shall encompass (i) ~~the development of his or her professional knowledge and performance practice including teaching,~~ (ii) contributions to scholarship research, scholarly, and creative/professional activity, (iii) service which should be broadly understood to include service to the University, the Library, and the profession. While the patterns 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 properly 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.

Article 6: Salary Negotiation of Terms and Benefits

~~NOTE: The dates stated in the following are not meant to be final but to reflect the objective of having a procedure that ends by approximately April 15~~ **Conditions of each year. Employment**

I. Salary

Terms and benefits conditions of employment for faculty members and librarians, including all provisions of this Memorandum save for this Article and Articles 1 and 2, 14 to 17, and 21 to 22, shall be negotiated annually in accordance with the following procedures:-;

~~The Association or the University shall,~~

1 Either party may, no earlier than four months prior to the ~~month of December in the academic year in which expiry of~~ the current agreement on salaries terms and benefits expires, conditions of employment give written notice to the other party expressing its desire to negotiate ~~in respect of salaries or benefits, or both~~ revisions to that agreement. The notice shall specify matters sought to be amended, added or modified,

2 The parties shall meet within four (4) weeks after the giving of notice and shall negotiate in good faith and make every reasonable effort to reach an agreement.

3 The parties shall with reasonable dispatch provide each other with such data and documentation as may be reasonably requested to enable full and rational discussion of ~~salary and benefit~~ all matters- subject to negotiation.

4 If agreement has not been reached ~~by January 15~~ within 3 months following the giving of notice to bargain, a ~~Mediator-Fact~~ Mediator-Fact Finder shall be appointed by mutual agreement. If the parties are unable to agree upon a Mediator-Fact Finder ~~by January 20,~~ the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party.

5 Within one week after the appointment of the Mediator-Fact Finder, each party shall give written notice to the Mediator-Fact Finder and to the other party setting out the matters ~~relating to salaries and/or benefits~~ that the parties have agreed upon for inclusion in an agreement, the matters remaining unresolved, and the positions of both parties with respect to each unresolved matter.

6 The Mediator-Fact Finder shall meet with the parties and endeavour to effect agreement on the unresolved matters.

7 After the conclusion of mediation, but prior to the preparation and publication of the report of the Mediator-Fact Finder as hereinafter described, the ~~parties~~ shall meet at least once with the Mediator-~~F~~ Fact Finder. At that meeting, the Mediator-Fact Finder may convey to the parties, on a confidential basis, what the Mediator-Fact Finder regards as an appropriate settlement of the unresolved issues or the range within which the parties should attempt to

reach settlement.

8 Where the parties are unable to reach agreement on unresolved matters, either party may request the Mediator-Fact Finder ~~shall~~to make a report without recommendations setting out:

- (a) the position of the parties arrived at the conclusion of mediation,
(b) documents submitted by the parties or called for by the ~~Mediator~~Mediator-Fact Finder.

~~109.~~ In the event that there is no agreement between the parties after the foregoing steps, the ~~Mediator~~Mediator-Fact Finder shall submit his or her report to the parties within twenty (20) days after the date of his or her appointment.

~~110.~~ Neither the ~~Mediator~~Mediator-Fact Finder nor the parties will publish such report during the period of ten (10) days after receipt thereof, and during such period, the parties shall meet and continue to negotiate in good faith in an endeavour to reach agreement on all unresolved matters. After the expiry of ten (10) days from the date of delivery of the report of the ~~Mediator~~Mediator-Fact Finder to the parties and failing agreement on the unresolved issues, the ~~Association and the University~~parties shall jointly publish the report of the ~~Mediator~~Mediator-Fact Finder ~~in the University of Toronto Bulletin.~~

~~1211.~~ The ~~Mediator~~Mediator-Fact Finder shall establish his or her own procedure and where the ~~Mediator~~Mediator-Fact Finder requests information, the parties shall make reasonable efforts to provide the ~~Mediator~~Mediator-Fact Finder with full and complete factual information which shall be communicated to the other party.

~~1312.~~ Failing agreement on ~~salaries and/or benefits~~terms and conditions of employment within seven (7) days after the report of the ~~Mediator~~Mediator-Fact Finder is made public, all unresolved matters may be referred by either party to a Dispute Resolution Panel. ~~The~~Unless otherwise agreed to by the parties, the Dispute Resolution Panel shall be composed of three (3) panelists, one panelist selected by each of the parties and a third panelist who shall be Chair,

~~1413.~~ The procedure for appointing the Dispute Resolution Panel shall be as follows:

(a) the party referring the unresolved matters to a Dispute Resolution Panel shall, in its notice of referral, advise the other party of the name of its panelist to the Dispute Resolution Panel;

(b) the recipient of the notice shall appoint its panelist to the Dispute Resolution Panel within five (5) days of being notified by the other party of the name of its panelist;

~~(c) within ten (10) days from the naming of the panelist referred to in (a), the following individuals shall~~

~~be requested to serve, in the alphabetical order shown below, as Chairman of the Dispute Resolution Panel and shall serve thereafter where agreed to by the parties: Mr. Justice Charles Dubin Mr. Justice Alan Gold~~

~~Mr. Don Munroe Mr. Justice Sidney Robins In the event that none of the persons listed above is willing and able to act, then;~~

~~(d)~~(c) the two panelists selected shall make every reasonable effort to agree upon a third person to be Chair of the Dispute Resolution Panel. If the two panelists fail to agree, within fifteen (15) days from the naming of the panelist referred to in (b) above, upon a person who is willing and able to act as Chair, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party;

~~(ed)~~ in the event a party fails to appoint its panelist, the Chief Justice of Ontario or, in his or her absence,

the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of the other party.

~~15. The~~

~~14. Unless agreed to by the parties, the~~ Mediator-Fact Finder shall not be eligible to serve as a member or Chair of the Dispute Resolution Panel.

~~1615.~~ The Dispute Resolution Panel shall make every reasonable effort to issue a unanimous report which shall attempt to reflect the agreement the parties would have reached if they had been able to agree. In endeavouring to reach a unanimous report the members of the Panel may confer with their appointing parties. The ~~members of the Dispute Resolution Panel shall~~ make their prepare a report setting out its decision without taking into account on the terms of settlement in relation to the ~~possibility that it may be repudiated by the Governing Council~~issues in dispute, together with reasons in support thereof.

~~17. The Dispute Resolution Panel shall prepare a report setting out recommendations for terms of settlement together with reasons in~~

~~support thereof.~~

~~18~~16. Before preparing a report, the Dispute Resolution Panel shall hold a hearing after giving both parties appropriate notice. The Dispute Resolution Panel shall determine its own procedure but shall allow each party to:

- (a) be represented by counsel or an agent;
- (b) call evidence and make submissions and arguments, oral and written; and
- (c) conduct cross-examination of witnesses at the hearing.

~~19~~17. The jurisdiction of the Dispute Resolution Panel shall encompass ~~only those~~all unresolved matters ~~relating to salaries and benefits between the parties~~ that have been referred to it by the parties. The Dispute Resolution Panel shall, however, take into account the direct or indirect cost or saving of any change or modification of any ~~salary terms~~ or ~~benefit condition of employment~~ agreed to by the parties in making its recommendation for terms of settlement.

~~20~~18. The report of the Dispute Resolution Panel together with any minority report shall be issued to the parties no later than twenty (20) days after conclusion of the proceedings before the Dispute Resolution Panel. It is agreed that neither the Panel nor either of the parties will publish such report for the period often (10) days after the receipt thereof.

~~21~~19. If the parties fail to reach agreement within ten (10) days after delivery to them of the report of the Dispute Resolution Panel, the report shall be made public, and shall be binding on the parties. Publication shall ~~be made~~be undertaken jointly by the parties ~~in the University of Toronto Bulletin~~.

~~22. In the event the report of the Dispute Resolution Panel is unanimous on all matters referred to it by the parties, the recommendations for terms of settlement contained in the report shall be binding on the parties.~~

~~23. If the report of the Dispute Resolution Panel is not unanimous on all matters referred to it, the recommendations for terms of settlement of the majority of the Panel, or in the event there is no majority report, in the report of the Chair, (hereinafter referred to as a "non-unanimous report"), shall be binding on the parties unless repudiated within fifteen (15) days after the date of publication of the report in the University of Toronto Bulletin by a majority vote of the Governing Council. Repudiation of a non-unanimous report by the Governing Council shall be only on the recommendation of the President.~~

~~24. In the event of repudiation by the Governing Council of a non-unanimous report and in the event no agreement is reached by the parties after the issuance by the Dispute Resolution Panel of a non-unanimous report, the matters in dispute shall be determined by the Governing Council on the recommendation of the President of the University. The President's recommendation shall not be less favourable to faculty members and librarians than the administration's position before the Dispute Resolution Panel on all matters in dispute and shall incorporate:~~

~~(a) all matters agreed upon by the parties both before and after the issuance by the Dispute Resolution Panel of its non-unanimous report, and~~

~~(b) all matters upon which the Dispute Resolution Panel is unanimous.~~

~~25. If the settlement for any academic year is determined by decision of the Governing Council following repudiation of a non-unanimous report of the Dispute Resolution Panel, negotiations for the next academic year shall follow the procedure contained herein except that the report of the Dispute Resolution Panel shall be final and binding if unanimous, and if non-unanimous, the report of the majority of the Dispute Resolution Panel, or in the event there is no majority, the report of the Chair shall be final and binding on both parties and there shall be no right to repudiate. The procedure contained in this paragraph 25 is subject to the Arbitration Act. The Chair of the Dispute Resolution Panel under this paragraph 25 shall not be the same as the Chair of the Dispute Resolution Panel established in the previous year.~~

~~26. If negotiations in any academic year are resolved without repudiation of the report of the Dispute Resolution Panel by the Governing Council, the negotiating procedures contained herein, including the right to repudiate a non-unanimous report of the Dispute Resolution Panel, shall apply for the next academic year, and thereafter, unless repudiation of a non-unanimous report occurs again, in which case, the procedure outlined in paragraph 25 will apply.~~

~~27~~20. The fees and expenses of the Mediator-Fact Finder and of the Chair of the Dispute Resolution Panel and the costs of publication of any reports contemplated by this Article shall be borne equally by the parties.

~~28~~21. No person shall be appointed as Mediator-Fact Finder or member or Chair of the Dispute Resolution Panel who is an employee or officer of the University or a member of the Governing Council or who has a direct pecuniary interest in the matters coming before him or her, or, within the period of six (6) months immediately before the date of his or her appointment, has acted as a negotiator for either of the parties.

~~29~~22. For greater clarity "days" as used herein means calendar days.

~~30. This Article 6, being part of the Memorandum of Agreement, shall continue in full force and effect as part of the Memorandum of Agreement; however, this Article 6 is severable from the Memorandum of Agreement and may be terminated by either party notifying the other in writing by no later than November 1 following the issuance of a final and binding non-unanimous report pursuant to paragraph 25.~~

Article 7: Grievance Procedure

A grievance is any complaint by a faculty member or librarian or by two or more faculty members or librarians arising from the interpretation or application or alleged violation of an established or recognized policy, practice, or procedure of the University, referred to or stipulated in this Agreement or otherwise, other than a complaint by the Association about breach of any of the undertakings or provisions of this Agreement that directly relate to the Association as such, and other than a complaint or alleged violation with respect to a faculty member relating to appointments, tenure, or dismissal for cause of a tenured faculty member, for which existing procedures shall be followed.

An earnest effort shall be made to settle grievances fairly and promptly. The parties agree to be bound by and give full and immediate effect to decisions arrived at under the procedures set forth in this Article. A ~~faculty member or librarian~~grievor may be accompanied by a ~~grievance~~ representative from the Association at any step in the grievance procedure, if he or she so desires.

A grievance will normally lapse if it is not appealed within the specified time limits. If the administrative official of the University fails to respond within the time limits specified under any step in the procedures below, the grievor may automatically move to the next step. Notwithstanding the foregoing, time limits in the procedure may be extended by mutual consent of the grievor and the administrative official designated at the appropriate steps which follow, or by the Grievance Review Panel which may decide to entertain a grievance where the time limits specified below have not been complied with, if the Grievance Review Panel is satisfied that neither the grievor's nor the University's position has been substantially prejudiced by the delay.

Wherever an official is specified in this procedure, a designate may be appointed to act.

Step No. 1

If a faculty member or librarian has a grievance he or she shall discuss it orally and informally at the first administrative level having the authority to dispose of it. This shall usually be the department Chair or equivalent in multi-departmental divisions. Such grievances must be presented within twenty (20) working days after the grounds for the grievance were known or ought reasonably to have been known by the faculty member or librarian. The department Chair or equivalent shall notify the grievor of the decision within ten (10) working days.

Step No. 2

If the grievance is not resolved under Step No. 1, then, within ten (10) working days, the faculty member or librarian may present a written grievance to the Dean, Principal, Chief Librarian or equivalent in his or her division. At this stage of the procedure pertinent documentation available at the time that might serve to substantiate or resolve the grievance should be exchanged, subject to Article 10 below. The Dean, Principal, Chief Librarian or equivalent shall notify the grievor in writing of the decision within fifteen (15) working days.-

Step No. 3

If the grievance is not resolved under Step No. 2, the grievor Association, within fourteen (14) working days after the written decision has been given under Step No. 2, may present the grievance to the Vice-President and Provost. The Vice-President and Provost shall notify the grievor Association in writing of the decision within twenty-one (21) working days.

Step No. 4

Failing a satisfactory resolution of the grievance under Step No. 3, the grievor Association may refer to the Grievance Review Panel, with notice to the President of the University within a period of fifteen (15) working days after the written decision has been given under Step No. 3. This notice of intention to proceed to the Grievance Review Panel shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought ~~by the grievor..~~

The Grievance Review Panel, composed of an external Chair, seven members of the faculty and one librarian, is appointed by the President of the University after consultation and agreement with the Association. The terms shall be for

two years, with half of the faculty and librarian membership completing their terms each year. Vacancies on the Panel shall ~~be~~

filled by the President after consultation and agreement with the Association. ~~The Grievances will be heard by a three person Grievance Review Committee, chaired by the external chair of the~~ Grievance Review Panel ~~may establish~~

~~its rules of procedure including, but not limited to, the assignment of a Chair and two-, with the~~ other two members of the

~~Committee coming from the~~ Panel ~~to constitute a Grievance Review Committee to consider a particular grievance. Where the Grievance-~~

~~Review Panel concludes that it is in the best interests of the grievor and the University to do so, the Panel may appoint an individual from outside the University to serve as Chair of a (Grievance Review Committee) to consider a particular grievance, provided that the grievor consents to the Grievance Review Panel appointing the Chair in this way-~~

The external Chair of the Grievance Review Panel will be a legally trained person with experience and expertise in university matters, mutually agreeable to the University and the Association and appointed by the President of the University. If the University and the Association are unable to agree on the external Chair of the Grievance Review Panel then the Chief Justice of Ontario shall be asked to determine the individual upon the application of either party and after consultation with both parties, and that person shall be appointed by the President of the University.

The Grievance Review Committee shall have access to all written material related to the grievance and shall have the power to interview the parties to the dispute or anyone who may assist in resolving the matter. The Grievance Review Committee should attempt to minimize friction and preserve collegial relationships and shall resort to adversarial hearings only where no other route is satisfactory.

If the GRP chooses to retain external legal counsel, the GRP will select such counsel, subject to mutual agreement of the University and the Association

The decision of the Grievance Review Committee shall be final and binding on the grievor and the University. At no stage of these procedures, however, will an administrative official of the University or the Grievance Review Committee have the jurisdiction to change any of the provisions of a duly enacted policy or established practice of the University or to substitute any new provision therefor, or to alter this Agreement. The decision of the Grievance Review Committee shall be unanimous or one reached by the majority of the Committee; provided, however, that if there is no majority decision, then the decision of the Chair shall constitute the final and binding decision of the Committee.

In all cases, the decision of the Committee shall be communicated to the parties without disclosing whether the decision was unanimous, by majority, or by the Chair's decision, and shall show on its face only that it was a decision of the Committee. No minority or dissenting reports shall be issued and the deliberations of the Committee shall be held in confidence.

Group Grievance

A group grievance, which is a grievance as defined above by two or more faculty members or librarians, may be brought forward at Step No. 1 of the grievance procedure at any time within thirty (30) working days after the grounds for the group grievance were known or ought reasonably to have been known by the faculty members or librarians concerned. If the group grievance is not resolved under Step No. 1, it may be pursued through the remaining steps of the grievance procedure.

Where a grievance affects two or more faculty members or librarians working in different departments in the same division, they may initiate a group grievance at Step No. 2 within thirty (30) working days after the grounds for the complaint should reasonably have been expected to be known. Where a grievance affects two or more faculty members or librarians in different divisions, they may initiate a group grievance at Step No. 3 within thirty (30) working days after the grounds for the complaint should reasonably have been expected to be known. If the grievance is not settled at this stage within twenty-one (21) working days, it may be pursued through the Grievance Review Panel.

Association Grievance

An Association grievance is any complaint by the Association that any of the undertakings or provisions in this Agreement that directly relate to the Association as such has been breached. If the Association considers that any of the undertakings or provisions in this Agreement that relate to the Association has been breached, the Association may give written notification to the Vice-President and Provost. The matter shall then be placed in written form on the agenda of a Joint Committee meeting which shall be held within twelve (12) working days of the notification to the Vice-President and Provost. The parties agree that every effort should be made to resolve an Association grievance in the Joint Committee. In the event that the matter is not resolved at the meeting, the Association shall be deemed to have filed a grievance. The Vice-President and Provost shall respond in writing to the grievance within seven (7) working days of the meeting. The Vice-President and Provost's response shall constitute the Step No. 3 response. If the Association grievance is not resolved at Step No. 3, it may proceed further in the manner described above.

Complaints of Sexual Harassment

So long as the Policy and Procedures: Sexual Harassment adopted by the Governing Council on April 13, 1993, remains in force (including any amendments made to it that are agreed upon by both parties), a complaint by a faculty member or librarian that the faculty member or librarian has been sexually harassed shall not constitute a grievance under this Agreement. ~~n~~Notwithstanding the first paragraph of this Article 7; nor shall a complaint regarding procedures used or decisions taken under the authority of the Policy constitute a grievance, unless the complaint is one which is made under the provisions of the paragraph entitled "Association Grievance" in this Article. Complaints of sexual harassment may be made under the provisions of the Policy and Procedures: Sexual Harassment. Complaints regarding procedures used or decisions taken under the authority of the Policy may, where applicable, be grounds for an appeal under the provisions of the Policy.

Article 8: Workloads and Working Conditions

The Governing Council agrees that no faculty member ~~or librarian~~ shall be expected to carry out duties and have a workload unreasonably in excess of those applicable to ~~faculty~~ members within the academic division or department (in multi-departmental divisions) of the University to which such ~~faculty~~ member belongs.

In the interest of research and scholarship, faculty members shall not be required to teach formal scheduled courses for more than two terms in any academic year and those terms normally shall be the Spring and Fall terms. Summer teaching ~~in Woodsworth, Erindale and Scarborough Colleges~~ shall continue to be voluntary and on an overload basis. However, nothing in this Article shall be interpreted to alter substantially the current arrangements for integrated summer teaching in those departments and divisions where this is now the practice. Nor shall this Article be construed to preclude faculty members from voluntarily agreeing to rearrange their teaching schedules so as to include summer teaching as part of their normal teaching loads where this is acceptable to them and to the colleges, divisions or departments (in multi-departmental divisions) offering summer courses.

The Governing Council agrees to continue to use its best efforts to ensure that there is an adequate level of support for faculty ~~members and librarians~~ relating to working conditions amid equitable distribution of support among members of the same academic division ~~an~~ or department (in multi-departmental divisions).-

Schedule B of the Arbitration award issued by Mr. Martin Teplitsky on January 25 2011 forms part of this Article and is attached to this Agreement as Schedule A.

Article 9: No Discrimination

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised toward any faculty member or librarian in respect to salaries, fringe benefits, pensions, rank, promotion, tenure, reappointment, dismissal, research or other leaves, or any other terms and conditions of employment by

reason of age ~~(except for retirement as provided for in this Agreement)~~, race, creed, colour, disability, national origin, citizenship, religious or political affiliation or belief, sex, sexual orientation, gender identity, gender expression, marital ~~status and/or~~ family ~~relationship~~status, place of residence, membership or activity in the Association, or any activity pursuant to the principles of academic freedom set out in Article 5, and other grounds covered by the Ontario Human Rights Code.

Article 10: Privacy and Personnel Files

(A) The Governing Council agrees that faculty members and librarians have an expectation of privacy in the workplace, consistent with Article 5 of the MOA. In particular, the Governing Council acknowledges that, as has been the longstanding practice at the University informed by the principle of academic freedom, members have a right to privacy in their communications and files (including all records pertaining to teaching, research and service), whether on paper or in electronic form, and the parties undertake to respect this right to the fullest extent possible. To that end, the Governing Council shall not inspect a member's paper files or engage in electronic monitoring or other scrutiny of any mass storage devices(s) of a faculty member's computer(s), internet, phone, photocopier data, or e-mail usage, in a manner that in any way divulges, either to the Governing Council or a third party, the contents of the paper files or electronic files or data, subject to the limitations set out in 10 (B).

(B): The parties agree that the surveillance of University premises and/or inspection of files described above can only be undertaken where no other less intrusive measures can reasonably accomplish the following objectives (and only to the extent reasonably necessary to achieve those objectives):

- (i) protecting the safety of members of the University community and the general public,
- (ii) ensuring the security of University property, including the integrity of the University's server and computer systems, and/or
- (iii) complying with the law or an order of a court or tribunal.

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Information through surveillance and/or monitoring shall be obtained and used solely for the purposes outlined in (i) to (iii), shall not be used to evaluate or monitor the performance of faculty members or librarians, or for disciplinary purposes or proceedings and shall not be made part of a faculty member's Official File, unless such information shows evidence of unlawful activity.

(C) A faculty member or librarian shall have the right to examine all documents pertaining to that individual in any files kept by any sector of the University as a basis for personnel decisions affecting the faculty member or librarian, and to have such files corrected or supplemented in cases of error or inadequacy, except for those confidential letters of reference and evaluations specified below.

~~faculty member or librarian, and to have such files corrected or supplemented in cases of error or inadequacy, except for those confidential letters of reference and evaluations specified below.~~

A faculty member or librarian shall have the right to examine his or her personnel files as specified above after giving reasonable notice of his or her desire to do so and under conditions which the department Chair (or Dean or Personnel Librarian as appropriate) deems appropriate to ensure the security of the file.

~~of the file.~~

A faculty member or librarian shall not have the right to examine the confidential letters of reference and evaluations obtained for appointment, tenure, and promotion decisions. These letters of reference and evaluations shall be retained by the department and/or division until one (1) year after the final date on which an appeal of such decisions may be launched or, in the event an appeal has been initiated, until such time as the final stage of appeal, including the courts, has been exhausted. These These documents shall then be destroyed at the request of the individual faculty member or librarian.

~~documents shall then be destroyed at the request of the individual faculty member or librarian.~~

A faculty member or librarian shall have the right to examine his or her personnel files in the Personnel and Payroll Departments of the University after giving reasonable notice of his or her desire to do so, and under conditions which the appropriate administrator of the department deems appropriate to

ensure the security of the file and to minimize disruption of the work of the department. No document contained in any file of any faculty member or librarian shall be released or made available to any other person or institution, except for internal University administrative purposes, without the express written consent of such faculty member or librarian, or as required by law.

Nothing in this Article shall entitle a faculty member or librarian to request access to aggregated statistical surveys which might include information about that individual and which are used for University administrative purposes other than personnel decisions affecting the faculty member or librarian.

Article 11: Information

The ~~University~~Governing Council agrees to provide the Association such documents as may be necessary for the negotiation of ~~salaries and benefits matters~~ pursuant to this Agreement, including salaries and benefits. This shall include, without limiting the generality of the foregoing: University financial reports and audits; the University summary budget, budget estimates and allocations relating to academic staff provided to the Budget Committee; University-wide salary analyses; age, rank and salary profiles; any instructional activity analyses; staff benefit costs; actuarial reviews of the University pension plans; and all other such documents provided to or received from the Ministry of Training, Colleges and Universities, the Ontario Council on University Affairs, Statistics Canada, or the Governing Council.

The ~~University~~Governing Council agrees to provide any reports or recommendations relating to terms and conditions of employment of faculty members and librarians about to be made to or by the Governing Council or its committees, in sufficient time to afford the Association a reasonable opportunity to consider them and, if deemed necessary, to make representations when they are dealt with by the Governing Council or its committees. Copies of all agendas, minutes, motions, resolutions, bylaws, and rules and regulations adopted by the Governing Council shall also be forwarded to the Association. It is understood that any changes to terms and conditions of employment will be made only in accordance with the terms of this Memorandum.

~~It is understood that this Article shall not be construed to require the University (a) to compile information and statistics in particular form if such data are not already compiled in the form requested or~~

~~(b) to provide any information relating to any individual.~~ The Governing Council agrees to designate an information contact person who will conduct the exchange of information with an information officer for the Association designated by UTFA. The parties confirm that any dispute concerning compliance with this Article shall be referred to the Chair of the GRP for expeditious, final and binding arbitration.

The Association agrees that confidential information that could identify individual faculty members or librarians will not be used in a manner that allows for identification of individual members or in a manner that is inconsistent with the requirements of negotiations under Article 6 or of the Association's role in representing its members. The Association agrees that all confidential information shall be maintained in a secure location separate and apart from the general files of UTFA.

Article 12: Joint Committee

The parties agree to maintain a Joint Committee consisting of not fewer than four (4) representatives of the Association and not fewer than four (4) representatives of the ~~University administration.~~Governing Council. The Joint Committee shall meet at least twice each term during the academic year. In addition, the representatives of either party to this Agreement may call a meeting of the Joint Committee on seven (7) days' written notice. The representatives of either party may place items on the agenda in advance of each meeting.

The Joint Committee is to have terms of reference wide enough to allow it to consider any aspect of the policies, procedures and practices relating to the terms and conditions of employment of faculty members and librarians, or any matter relating thereto, and to have a liaison and monitoring function with respect to the administration of this Agreement.

Article 13: Association Relations

No faculty member or librarian shall be required to join the Association as a condition of employment. For faculty members and librarians employed at the University as at June 30, 1998, the University Governing Council agrees to continue the present practice of deducting Association dues from the salaries of all faculty members and librarians who so elect, and shall forward the dues collected to the Association in accordance with present practice.

Faculty members and librarians who commence employment at the University on July 1, 1998, or later shall be required, as a term of employment, to provide a written authorization (such authorizations to be subject to paragraph 1 below) to deduct from his or her salary an amount equal to the membership dues in the Association fixed annually in accordance with the Association's constitution and to remit that amount the Association. The University Governing Council agrees to deduct an amount equal to such dues from the salaries of all such faculty and librarians according to the written authorizations and shall forward the amounts collected to the Association in accordance with the present practice for remitting dues of faculty members and librarians employed as at June 30, 1998. ~~The University will continue the present practice of providing new faculty members and librarians with Association membership information upon their arrival at the University.~~ The requirement for written authorization to deduct an amount equivalent to Association dues from salary is subject to the following:

~~(4) If~~ If the faculty member or librarian conscientiously objects to the deduction ~~6-om~~ of salary of an amount equal to membership dues in the Association for remission to the Association, the faculty member or librarian may give a signed declaration to the University Governing Council, copied to the Association, stating that they conscientiously object to the deduction of an amount equivalent to dues being remitted to the Association and directing the University Governing Council to deduct from his or her salary an amount equal to membership dues in the Association and to remit such amount to ~~a registered charity selected from a list of charities agreed upon by the University~~ and of Toronto's President's Scholarship Fund available for first year undergraduate student or to the Association United Way. Such written declaration and direction shall be given upon commencement of employment, or at any time thereafter by the faculty member or librarian giving written notice to the University Governing Council 30 days prior to the first day of the month in which such monies are to be redirected to remit an amount equivalent to Association dues to one of the designated charities rather than to the Association.

On or before the tenth day of each month, the University Governing Council shall deliver to the Association a list of all persons from whose salaries deductions of an amount equivalent to Association dues were made during the previous month and a list of all persons who directed an amount equivalent to Association dues to be paid to one of the designated charities during the previous month. On January 1st and July 1st of each year, the University Governing Council shall also provide the Association with a list of all faculty members and librarians.

Pursuant to present policy, the University Governing Council agrees to provide the Association with the use of suitable services, office space, telephone lines, and the use of the University postal service.

The University Governing Council shall allow the Association reasonable access for the use of the University's reproduction services, computing facilities, and audiovisual equipment at standard University rates. Subject to their availability, and consistent with prevailing University policy, the University Governing Council undertakes to provide the Association with suitable meeting rooms free of charge.

~~The President of Governing Council agrees to provide to the Association shall be entitled to a fifty (50) percent reduction in teaching load, or the equivalent. The Vice-President, Grievancees, names of those faculty and librarians who have given notice to retire. In the Vice-President, Salaries, Benefits event that individuals who have given notice to retire object to the disclosure of this information, the Governing Council agrees to provide the number of those who so object and Pensions shall each be entitled to a twenty-five (25) percent reduction in teaching load or the equivalent to disclose their names 6 months prior to the date of retirement.~~

The Governing Council agrees to provide 3.0 FTE for the purposes of purchasing release time for members to facilitate work with the Association and to increase this to 3.5 FTE as of July 1 2013. The University Governing

| Council shall assume financial responsibility for such released time in accordance with standard budgeting practices. Contribution to the Association will be considered along with academic performance in computing salary increases, progress through the ranks and similar benefits to which the President and Vice-Presidents above may be entitled.

Article 14: Non-Applicability to Federate Universities

The parties acknowledge that, because of the independence of the governing bodies of the Federated Universities, the provisions of this Agreement do not apply to such governing bodies.

Article 15: The University of Toronto Act and Severability

The parties agree that this Agreement is subject to the provisions of *The University of Toronto Act 1971 as amended* from time to time. If any provision of this Agreement is held to be or rendered invalid by judicial or legislative act, the remainder of this Agreement shall remain in force and the parties agree to meet and renegotiate whatever portion may have been held or rendered invalid.

Article 16: Amendments to *The University of Toronto Act*

The University Governing Council agrees not to recommend changes in *The University of Toronto Act* relating to terms and conditions of employment of faculty members and librarians inconsistent with this Memorandum and without prior consultation with the Association.

Article 17: Changes to Agreement

Changes or amendments to this Agreement may be made by mutual consent of the parties at any time.

Article 18: Copies of Agreement

The University Governing Council agrees to provide all faculty members and librarians with a copy of this Agreement and any amendment which may be made thereto.

Article 19: Newly Appointed Faculty Members and Librarians

The University Governing Council agrees:

- (i) To provide a brochure provided by the Association in information packages given to inform all newly appointed faculty members and librarians candidates short-listed for appointments that are covered by this Agreement is in effect, and to distribute to them a copy of.
- (ii) To advise individuals offered appointments covered by this Agreement at the same time and as part of the other documents provided regarding the terms and conditions of employment of the existence of the Association and this Agreement, and to provide contact information for the Association and the UTFa website in letters of offer.
- (iii) To provide the Association with the names and contact information of those individuals who have accepted appointments to the University covered by this Agreement. In the event that such individuals object to the disclosure of their names and contact information, the Governing Council agrees to provide this information to the Association no later than one month prior to the start date of the relevant appointment.

Article 20: Correspondence

All formal notices between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chairman of the Governing Council and the President of the Association.

Article ~~21~~ 21: Term of Agreement

This Agreement shall continue in full force and effect until June 30, 1983, and thereafter automatically renew itself for periods of one (1) year unless either party notifies the other in writing, in the period from December 1 to December ~~31~~ 31 inclusive, prior to any expiry date, that it desires to terminate this Agreement.

Article 22: Entry Into Force

This Agreement shall enter into force upon signature by the Chairman of the Governing Council of the University and by the President of the Association following ratification of the Agreement by the Governing

| Council and the Association.

~~IN WITNESS that this Memorandum of Agreement was initially ratified by the parties hereto as of the 28th day of June 1977, the Governing Council has caused its corporate seal to be hereunto affixed, subscribed by its Chairman and its President, and the Association has authorized its President and its Vice President, Grievances to subscribe hereto.~~

~~THE GOVERNING COUNCIL OF~~

~~by: CHAIRMAN~~

~~h~~

~~attest:~~

~~THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION~~

~~by: &ESIDENT~~

~~attest: VICE PRESIDENT~~

~~This consolidated text includes amendments ratified by the parties to the 5th day of ~~bo~~, 2006.)~~