

# **COLLECTIVE AGREEMENT**

BETWEEN

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

“Employer”

and

**THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION**

“Association”

**July 1, 2020 – June 30, 2023**

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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, college members, librarians and archivists on a full-time or part-time basis at the University as defined in the OLRB Certificate (excludes 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 administrative 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.

"College Member" means a member who is appointed at the rank of Assistant Professor, Teaching Stream (Conditional), Assistant Professor, Teaching Stream, Associate Professor, Teaching Stream, and Professor, Teaching Stream within 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 of Theology” 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 College Member or a Theology Member.

“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*.

“Theology 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.

“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.
- (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 Equity, Diversity, Inclusion and Equal Opportunity**

- (a) The Parties agree to promote equity, diversity, inclusion and equal opportunity 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) In furtherance of their commitment to equity, diversity, inclusion and equal opportunity in employment, the Parties shall maintain ongoing consultation about, and will collaborate to provide, appropriate training for Members and other persons employed by or appointed at the University who may be involved in making decisions with respect to appointments (i.e. searches), renewal, tenure/continuing/permanent status, promotion, PTR, funds and awards, workload, or any similar determination affecting a Member. The Joint Committee shall review training opportunities, requirements and delivery on an annual basis.
- (d) 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 equity, diversity, inclusion and equal opportunity.
- (e) While the parties will strive to make reasonable efforts to promote equity, diversity, inclusion and equal opportunity 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 21.1(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 Faculty 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 Faculty 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 Faculty Member represent himself/herself as an agent of the University; and
  - (v) All Faculty 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 Faculty 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 Division Head for any significant deviation from their teaching schedules or course of studies; to have each session adequately planned; and to inform the Division Head 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, 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 and Ranks – Faculty of Theology

All Theology 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) Theology Members holding a CLTA shall normally be appointed at the rank of Assistant Professor. However, Theology 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) Theology Members holding a CLTA may apply in the normal way for any new tenure stream or tenured appointments. When Theology Members are appointed to a tenure stream position after holding a CLTA, Theology 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 Theology Member held a CLTA, whichever is less.

#### 6.1.2 Tenure Stream or Tenured Appointment

- (a) A tenure stream appointment as a Theology 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 Theology 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 Theology 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 Theology Member (or

his or her legal representative) makes no claim against the University for salary or other remuneration.

## **6.2 Academic Ranks – Faculty of Theology**

### **6.2.1 Faculty of Theology Ranks**

- (a) All Theology 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)**

Theology 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 Theology 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) Theology 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. Theology 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 Theology 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. Theology 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 Theology 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 Theology Members appointed at this rank must have a completed doctoral degree.

### **6.3 Categories of Appointments & Ranks – College**

#### 6.3.1 College Ranks

- (a) All Members in the College shall have a teaching stream appointment at one of the following ranks:
  - (i) Assistant Professor, Teaching Stream (Conditional)
  - (ii) Assistant Professor, Teaching Stream,
  - (iii) Associate Professor, Teaching Stream, and
  - (iv) Professor, Teaching Stream.
- (b) Appointments to the teaching stream may be made at the rank of Assistant Professor, Teaching Stream (Conditional), Assistant Professor, Teaching Stream, Associate Professor, Teaching Stream or Professor, Teaching Stream. Initial appointments to the teaching stream will normally be made at the rank of Assistant Professor, Teaching Stream. Appointments at the rank of Associate Professor, Teaching Stream are normally 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.

#### 6.3.2 Assistant Professor, Teaching Stream (Conditional)

- (c) College Members who have not yet completed a doctoral degree or qualification necessary for the position may be appointed at the rank of Assistant Professor, Teaching Stream (Conditional). Upon completion of a doctoral degree or qualification necessary for the position, the College Member appointed at the rank of Assistant Professor, Teaching Stream (Conditional) shall be promoted to the rank of Assistant Professor, Teaching Stream and he/she shall receive a three (3) year contract as of the July 1 following his/her promotion.

### 6.3.3 Assistant Professor, Teaching Stream

- (d) (i) The Assistant Professor, Teaching Stream rank is the usual starting point for a College Member beginning a teaching-intensive career of teaching, scholarship, including research and creative professional work, and service in the College at the University.
- (ii) All College Members appointed at this rank must have a completed doctoral degree or qualification necessary for the position.
- (iii) An initial contract at the rank of Assistant Professor, Teaching Stream shall be for a four (4) year term.
- (iv) It should be clearly understood that the Employer is under no obligation to renew the contract of an Assistant Professor, Teaching Stream.
- (v) College Members holding an initial contract at the rank of Assistant Professor, Teaching 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 two (2) years. College Members at the rank of Assistant Professor, Teaching Stream shall be considered for continuing status during the terminal year of their renewed contracts.

### 6.3.4 Associate Professor, Teaching Stream

- a) Upon attaining continuing status, a College Member at the rank of Assistant Professor, Teaching Stream shall be promoted to the rank of Associate Professor, Teaching Stream.
- b) An initial appointment at the rank of Associate Professor, Teaching Stream shall either be with continuing status or shall be for a contract term of not less than one (1) year and no more than four (4) years. College Members initially appointed at the rank of Associate Professor, Teaching Stream without continuing status shall be considered for continuing status in the terminal year of their contracts.
- c) All College Members appointed at this rank must have a completed doctoral degree or qualification necessary for the position.

### 6.3.5 Professor, Teaching Stream

- a) The rank of Professor, Teaching Stream is granted pursuant to the promotion process set forth below.
- b) An initial appointment at the rank of Professor, Teaching Stream shall be made with continuing status.
- c) All College Members appointed at this rank must have a completed doctoral degree or qualification necessary for the position.

## 6.4 Categories of Appointment and Ranks – Library

- (a) 6.4.1 Librarian Ranks 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 20 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.

### 6.4.2 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.

#### 6.4.3 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.

#### 6.4.4 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.

#### 6.4.5 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).

### 6.5 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) Members currently holding a tenured, continuing or permanent status full-time position may, with the agreement of the Division Head, and with the approval of the President, change to a tenured, continuing or permanent status part-time position, whichever is appropriate.
- (c) Part-time Members may hold tenure, continuing or permanent status, as the case may be, only in the case of full-time tenured, continuing 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) New teaching stream appointments shall be initiated by a recommendation from the Principal to the President.
- (d) After receiving a recommendation for a new appointment from the Dean, Principal 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 of Theology, the Dean shall establish a Search Committee consisting of up to eight (8) persons as follows:
  - (i) The Dean, who shall serve as chair of the committee;
  - (ii) Two (2) Theology Members appointed by the Faculty Council, including at least one (1) Member with Advanced Degree status;
  - (iii) One (1) Theology Member appointed by the President;
  - (iv) One (1) student in the Faculty of Theology 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) tenured University of Toronto faculty member, normally at the rank of full professor, from a cognate program or discipline with specialized knowledge of the discipline, chosen by the Office of the Vice President at the University of Toronto with the agreement of the President, and who may also serve as the Provostial assessor if agreed.

In the event there is not agreement by the Office of the Vice President and Provost at the University of Toronto to have the tenured University of Toronto faculty member also serve as the Provostial assessor, then the Office of the Vice President and Provost at the University of Toronto, with the agreement of the President, is to appoint a Provostial assessor from the University of Toronto to act as a non-voting member of the committee to speak only to process and policy standards.

### 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) Librarians 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) Faculty Member appointed by the Faculty Council or the College Council; and
  - (v) One (1) student appointed by the St. Michael's College Student Union.

### 7.2.3 College Member Search Committee

- (b) When a new Member is required in the teaching stream, a Search Committee will be struck by the President's Designate and processes similar to those set out in Articles 7.3 to 7.6 will be followed. The Search Committee shall consist of seven (7) persons as follows:
  - (i) The Principal, who shall serve as chair of the committee;
  - (ii) The Program Coordinator of the program to which the teaching stream appointment is to be made;
  - (iii) Two (2) faculty members in the College appointed by the College Council, including at least one faculty member in the teaching stream with a continuing appointment at the University or at the University of Toronto;
  - (iv) One (1) College Member appointed by the President;
  - (v) One (1) faculty member from a cognate department at the University of Toronto appointed by the President; and
  - (vi) One (1) student enrolled in the relevant College-sponsored program, appointed by the St. Michael's College Student Union after consultation with the student representative on the College Council Academic Life Committee.

At least one (1) of the faculty members appointed by the President pursuant to (iv) and (v) above shall be a faculty member in the teaching stream with a continuing appointment at the College or the University of Toronto.



### **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.
- (c) The advertisement must be published for at least 30 days prior to the application due date, save in exceptional circumstances where the Committee agrees to a shorter period.
- (d) All advertisements must contain the following statement:

The University of St. Michael's College is strongly committed to diversity within its community and especially welcomes applications from racialized persons/persons of colour, women, Indigenous/Aboriginal people of North America, persons with disabilities, LGBTQ persons, people who take a religiously informed view of human experience, and others who may contribute to further diversification of ideas.

### **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 of Theology 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. Such interviews may take place by electronic means where public health travel advisories recommend against travelling to campus or, where an individual candidate is prevented from travelling to campus, that individual may be interviewed by electronic means. 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 and the email address of the Unit Chair.
- (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 its recommendations for starting rank, previous years of equivalent service for credit, and as to whether tenure, continuing status or permanent status ought to be granted.
- (g) If the Search Committee decides to recommend that an appointment be made with tenure, continuing status or permanent status, as the case may be, the Search Committee shall forward the candidate's file to a Tenure, Continuing Status 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, continuing status or permanent status as set out in Article 10, Article 11 or Article 12, 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, Continuing Status 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, continuing status or permanent status may not be granted unless a Tenure, Continuing Status or Permanent Status Committee has recommended that the candidate be appointed with tenure, continuing status 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 offered to the candidate shall stipulate that the appointment is subject to this Agreement and provide the email address of the Unit Chair.
- (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 principal 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 of Theology**

- (a) Workloads for Theology 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 Theology Member's specific activities and priorities, as determined in consultation between the Theology Member and the Dean.

- (b) The assigned portion of a Theology 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 Theology Member's working time shall consist of scholarship, including research and creative professional work, and service to the University.
- (c) Theology 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 Theology 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 Academic Programs and the Director of the ATS Self-Study.
- (e) Teaching loads for Theology Members holding the position of Director of Academic 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 Theology 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. Normally, each half course that a Librarian is assigned to teach shall count as 10% FTE in the professional practice component of workload.
- (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.

#### 8.3.4 Workload – College Member

- (a) The workloads of the College 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%.
- (b) College Members shall have a strong commitment to the achievement of teaching excellence. The normal teaching assignment for the College Members, shall be 3.0 FCE's. The Principal, in consultation with each College Member, shall make decisions with respect to individual workload assignments and shall, by June 1, provide each such College Member with his/her workload assignment for the following academic year.
- (c) College Members shall not be required to teach for more than two terms in any academic year.
- (d) Their research activities are expected to contribute to their professional development. All College Members are expected to submit annually an activities report outlining their teaching, scholarship and service contribution during the year.
- (e) College 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.

#### **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 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 the Association and its committees
  - (iv) Participation in joint Association and Employer committees and activities;
  - (v) Holding of academic administrative positions;
  - (vi) Holding of librarian administrative positions;
  - (vii) Participation in Division-level academic and administrative committees;

- (viii) 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;
  - (ix) University-related development activities;
  - (x) Participation in activities designed to support teaching and learning;
  - (xi) Continuing education activities;
  - (xii) Contributions to the Member's Religious Community; and
  - (xiii) 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**

- (a) The Employer shall provide Members in the Faculty of Theology 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.
- (b) The Employer shall provide Faculty Members who teach one or more College classes with more than 50 students in the class with a teaching assistant to help with tutorials and/or the marking of papers. Each academic year, the Principal will consult with College Members about the allocation of teaching assistant hours before the beginning of the following academic year.

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

### **9.1 Research Leave**

#### **9.1.1 Purpose**

- (a) Research leaves are intended to assist 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 or continuing status appointment and all full-time Librarians who hold permanent status 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 Member shall, subject to Article 9.1.3, be entitled to a one-year research leave with pay at 87.5 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 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 their Division Head.
- (c) Subsequent to the first leave taken under (a) or (b) above, a Member may, thereafter, as an alternative to both the provisions in (a) and (b), subject to the approval of their Division Head, apply for a research leave for a 6 month period, commencing January 1 or July 1, after every 3 years of service at 87.5% 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 their Division Head 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 Member proposes to undertake and an updated *curriculum vitae*.
- (b) If their Division Head 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 Division Head 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 Division Head determines that the Member has not met the criteria, the Division Head may deny the research leave and provide a statement of reasons to the Member, with a copy to the Association.
- (c) The Division Head may defer a research leave for up to one (1) year if he/she determines that the effective functioning of the Division Head cannot be ensured during the Member's proposed leave. In this event, the Division Head 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 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 Division Head 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 Member's accrued service in respect of the Member's next research leave application.
- (e) A Member's first work obligation while on research leave is the fulfillment of the terms of their leave duties. A Member on research leave shall continue to

supervise advanced degree students already assigned to them. Members may engage in outside employment while on paid leave only to the extent that such employment does not interfere with the Member's leave obligations to the University. Such Member shall advise the Division Head 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 Member while he or she is on leave.

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

**9.2 Librarian Research Days**

- (a) Librarians shall be entitled to fourteen (14) 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**

Faculty Members are entitled to a six (6) month research leave at 100% salary to prepare for a tenure or continuing status review. 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) (i) The Employer shall provide each Member with a professional expense reimbursement allowance to be used solely for the reimbursement of eligible expenses, which includes any expenses relevant to the Member's teaching, scholarship, including research and creative professional work, professional practice and service.

(ii) A fixed amount for reimbursement of travel and conference expenses covering meals and individual expenses (that is, for meals or expenses not otherwise covered by or paid for by the conference or meeting organizers) may be claimed, without receipts, in lieu of actual expense reimbursement, as follows:

	In Canada	USA or International
Breakfast	\$15.00 CAD	\$20.00 CAD
Lunch	\$20.00 CAD	\$25.00 CAD
Dinner	\$45.00 CAD	\$55.00 CAD

Total Daily Allowance	\$80.00 CAD	\$100.00 CAD
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- (b) The professional expense reimbursement allowance shall be \$1700 per academic year for each full time Member, and \$2000 for each Member who is pre-promotion to permanent status, pre-promotion to continuing status or pre-tenure.
- (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 OF THEOLOGY**

### **10.1 Renewal**

#### 10.1.1 Application of this Section

- (a) This section applies to the renewal of initial contracts held by Theology 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 Theology Members

- (a) Criteria for Renewal
  - (i) An initial contract may be renewed if the Theology 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 Theology Member for inclusion in the Theology Member's dossier.
- (c) The Theology Member shall be responsible for providing the following materials to the Dean for inclusion in the Theology Member's dossier:
  - (i) An updated curriculum vitae;

- (ii) A written account prepared by the Theology Member describing scholarship, including research and creative professional work, and service work completed or undertaken by the Theology Member since the time of initial appointment;
- (iii) A statement, where applicable, describing any personal and/or professional circumstances that affected the Theology Member's productivity; and
- (iv) Any other materials that the Theology 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 Theology 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 Theology Member shall prepare the materials for inclusion in the dossier in accordance with Article 10.1.2(b) (Criteria and Materials for Renewal for Theology Members). The Theology Member shall, at all times, have access to all of the materials in the Theology Member's dossier.
- (c) The Dean shall establish a Renewal Committee for each Theology Member in the Division who is to be considered for Renewal.
  - (i) Each Renewal Committee for Theology Members shall consist of five (5) persons as follows:
    - (A) The Dean, who shall serve as chair of the committee;
    - (B) Two (2) tenured Theology 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 Theology 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 Theology Member with written recommendations to assist the Theology 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 Theology Member, with a copy to the Association. The Theology 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 Theology 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 Theology 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 Theology 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 Theology 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 Theology 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 Theology 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 of Theology).
- (b) Notwithstanding the timelines otherwise provided in this Agreement, Theology 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 Theology 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 Theology 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 Theology 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 Theology 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 Theology 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 Theology Member's teaching by colleagues who have observed the Theology Member's teaching who are nominated by the Theology Member; and
  - (iii) Four (4) written references in respect of the Theology Member's scholarship, including research and creative professional work, by specialists in the Theology Member's discipline who are external to the University, including at least one (1) specialist from the Theology Member's list of proposed referees;



- (iv) Written references in respect of the Theology Member's service by referees nominated by the Theology Member, if the Theology 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 Theology Member shall be responsible for providing the following materials to the Dean for inclusion in the Theology 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 Theology 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 Theology 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 Theology Member;
  - (vi) A statement describing the direction in which the Theology Member's scholarship, including research and creative professional work, has taken, the Theology 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 Theology Member's productivity; and
  - (ix) Any other materials that the Theology 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 Theology 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 Theology Member must and/or may provide. The notice will also request the Theology Member to nominate referees to provide the written references referred to in Article 10.2.2 (Criteria and Materials for Theology Members).

(b) Tenure Committee

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

(ii) Composition

(A) The Tenure Committee for Theology Members in the Faculty of Theology shall consist of up to eight (8) 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) One (1) tenured faculty member at the Toronto School of Theology from a cognate area or discipline appointed by the President in consultation with the Director of the Toronto School of Theology; and

In the event there is not agreement by the Office of the Vice President and Provost at the University of Toronto to have the tenured University of Toronto faculty member also serve as the Provostial assessor, then the Office of the Vice President and Provost at the University of Toronto, with the agreement of the President, is to appoint a Provostial assessor from the University of Toronto to act as a non-voting member of the committee to speak only to process and policy standards.

(V) Three (3) tenured Theology Members in the Faculty of Theology, including one Theology Member who served on the candidate's Renewal Committee, appointed by the Faculty Council.

(B) In the event that the number of tenured Theology Members in the Faculty of Theology 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 Theology Member of the composition of the Tenure Committee. If the Theology Member has a reasonable apprehension of bias in respect of any member of the Tenure Committee,

the Theology 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 Theology Member with an opportunity to review all materials in the dossier and add any additional materials that the Theology Member wishes to include;
  - (B) Provide the Theology Member with a copy of all letters of reference with identifying information removed;
  - (C) Inform the Theology Member of the place, time, and date of the meeting of the Tenure Committee and invite the Theology 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 Theology 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 Theology Member or from other sources. The Theology 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 Theology 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 Theology 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 Theology Member with a statement of reasons, with a copy to the Association, and the Theology 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 Theology 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 Theology Member with a final statement of reasons, with a copy to the Association. The Theology 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 Theology 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 Theology 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 Theology 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 Theology Member formal written notice of the denial of tenure and provide the Theology 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 Theology 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 Theology 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 information. The President shall give formal written notice to the Member of the granting or denial of tenure, together with a statement of reasons in the case of a denial of tenure, with a copy to the Association. A grant of tenure shall take effect as of the date of the President's formal written notice.
- (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 Theology 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 Theology 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 Theology Member's teaching by colleagues who have observed the Theology Member's teaching who are nominated by the Theology Member;
  - (iii) Three (3) written references in respect of the Theology Member's scholarship, including research and creative professional work, by specialists in the Theology Member's discipline external to the University, including at least one (1) specialist from the Theology Member's list of proposed referees;
  - (iv) Written references in respect of the Theology Member's service by referees nominated by the Theology Member, if the Theology Member requests that such references be sought; and
  - (v) The written review of the Internal Reading Committee which may include a person from the TST.
  
- (e) The Theology Member shall be responsible for providing the following materials to the Division Head for inclusion in the Theology 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 Theology 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 Theology 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 Theology Member's scholarship including research and creative professional work, has taken, the Theology 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 Theology Member's productivity; and
- (ix) Any other materials that the Theology 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 Theology 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 Theology Members on that list, if any, shall receive more detailed consideration for promotion and notify those Theology Members of their candidacy by September 30 each year.
- (ii) Theology 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 Theology Member who requests detailed consideration must be given detailed consideration.

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

- (i) If the Dean decides that any Theology Member in the Faculty of Theology shall receive detailed consideration and/or if any Theology Member in the Faculty of Theology requests detailed consideration, the Dean shall establish a Promotions Committee composed of up to eight (8) persons as follows:
  - (A) The Dean, who shall serve as chair of the committee;
  - (B) Three (3) tenured Theology Members in the Faculty of Theology appointed by the Faculty Council. Where possible, at least one of such Theology Members 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 at the University of Toronto (or his/her designate); and
  - (E) One (1) tenured faculty member normally at the rank of full professor at the Toronto School of Theology from a cognate area or discipline appointed by the President in consultation with the Director of the Toronto School of Theology.

In the event there is not agreement by the Office of the Vice President and Provost at the University of Toronto to have the Dean or the Vice-Dean of the School of Graduate Studies at the University of Toronto also serve as the Provostial assessor, then the Office of the Vice President and Provost at the University of Toronto, with the agreement of the President, is to appoint a Provostial assessor from the University of Toronto to act as a non-voting member of the committee to speak only to process and policy standards.

(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 Theology Member with an opportunity to review all materials in the dossier and add any additional materials that the Theology Member wishes to include;
  - (B) Provide the Theology Member with a copy of all letters of reference with identifying information removed; and
  - (C) Inform the Theology Member of the place, time, and date of the meeting of the Promotions Committee and invite the Theology 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 Theology 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 Theology Member or from other sources. The Theology 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 Theology 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 Theology Member, with a copy to the Association. The Theology 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 Theology 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 Theology 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 Theology 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 Theology 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 Theology Member shall meet and discuss the materials and instructions to be provided to the referee. The Theology Member may invite a tenured Theology Member or a representative of the Association to accompany the Theology Member to this meeting. A copy of the final list of materials and instructions given

to a referee shall be provided to the Theology 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 Theology Member. It is the Theology 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 Theology 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 Theology 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 Theology Member may have engaged;
  - (iii) A list of the Theology 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 Theology 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 Theology Member. If the Theology 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 Theology 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 Theology Member has served. The Theology Member may also include a similar list of committees and organizations outside the University together with the period of membership and the Theology Member's function on them where those committees or organizations closely relate to the Theology 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 Member 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 (1) Faculty Member with tenure appointed by the Dean or with continuing status appointed by the Principal.
  - (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 information. The President shall give formal written notice to the Member of the granting or denial of permanent status, together with a statement of reasons in the case of a denial of permanent status, with a copy to the Association. A grant of permanent status shall take effect as of the date of the President's formal written notice.
  - (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 (1) Faculty Member with tenure appointed by the Dean or with continuing status appointed by the Principal. 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 – RENEWAL, CONTINUING STATUS AND PROMOTION - COLLEGE MEMBERS**

### **12.1 Renewal**

#### 12.1.1 Application and Timing

- a) This section applies to the renewal of initial contracts held by College Members at the rank of Assistant Professor, Teaching Stream.
- b) Notice that a contract will not be renewed on the following July 1 must be given in writing no later than January 15.
- c) Notwithstanding the timeline otherwise provided in this Article, at the request of the College 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.

#### 12.1.2 Criteria and Materials for Renewal for College Members

- a) Criteria for Renewal

The essential purpose of the review should be:

- (i) Has the appointee's performance been sufficiently satisfactory for a second probationary appointment to be recommended?



- (ii) 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?
- (b) The Principal shall be responsible for obtaining all student course evaluations, individual workload assignment letters, annual activity reports and annual performance reviews in respect of the teaching stream member for inclusion in the dossier.
- (c) The College Member shall be responsible for providing the following materials to the Principal for inclusion in the dossier:
  - (i) An updated curriculum vitae;
  - (ii) A statement describing the College Member's teaching philosophy and plans for developing teaching skills, the College Member's scholarship, including research and creative professional work, and the College Member's service work completed or undertaken since the time of initial appointment;
  - (iii) A statement, where applicable, describing any personal and/or professional circumstances that affected the College Member's productivity; and
  - (iv) Any other materials that the College Member would like to include.

#### 12.1.3 Procedures for Renewal

- a) The procedures for renewal shall be the same as those set out in Article 10.1(a)-(b) and (d)-(i) for the tenure stream except as set out to the contrary in this Article and except that the term "Dean" in Article 10 shall be read as "Principal" and the term "Theology Member" shall be read as including College Members appointed under this Article.
- b) The probationary review shall be completed by a Renewal Committee consisting of five (5) persons as follows:
  - (i) The Principal, who shall serve as chair of the committee;
  - (ii) Two (2) faculty members with tenure or continuing status from the College Member's program or a cognate area of the College or the University of Toronto, including at least one Associate Professor, Teaching Stream or Professor, Teaching Stream, appointed by the President; and
  - (iii) Two (2) faculty members with tenure or continuing status from the candidate's program or a cognate area at the College or the University of Toronto, including at least one Associate Professor, Teaching Stream or Professor, Teaching Stream, appointed by the College Council.

- c) The Principal shall forward the Renewal Committee's recommendation to the President, who shall decide whether or not to renew the appointee's initial contract.
- d) Upon a successful review, the appointee's initial contract shall be renewed for two (2) years.

## **12.2 Promotion to Associate Professor, Teaching Stream**

### 12.2.1 Timing

- a) No later than October of the fifth year (or earlier at the request of the Assistant Professor, Teaching Stream and with the permission of the Principal), an Assistant Professor, Teaching Stream's performance shall be reviewed and a recommendation made with respect to promotion to Associate Professor, Teaching Stream 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.
- b) Notwithstanding the timeline otherwise provided in this Article, at the request of the College 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.

### 12.2.2 Criteria and Materials for Promotion to Associate Professor, Teaching Stream

- a) Criteria for Promotion

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.

- b) The Principal shall be responsible for obtaining the following materials for inclusion in the candidate's dossier:
  - (i) Student course evaluations, individual workload assignment letters, annual activity reports and annual performance reviews. A comprehensive summary of all student course evaluations should be prepared by the Principal.
  - (ii) Four (4) written assessments of the candidate's teaching, scholarship and/or service as they relate to the criteria for tenure set out in this Article. At least one of these referees shall be from the list proposed by the candidate and at least one of these referees shall be external to the College. These referees shall include at least one person who is appointed at the rank of Associate Professor, Teaching Stream at the College or at the

University of Toronto, or having an appointment elsewhere that is similar to a teaching stream appointment. At least two of these referees shall assess the candidate's teaching, and shall, with advance notice and permission from the candidate, observe the candidate in the classroom prior to assessing the candidate.

- (iii) Letters from current and former undergraduate students commenting on the candidate's ability to stimulate and challenge the student's intellectual curiosity and on his/her mastery of the subject area and, where appropriate, his or her effectiveness as a supervisor of undergraduate or masters student research. Normally, a random sample of approximately 200 students should be solicited for opinions, to be addressed, in writing, to the Chair.
  - (iv) Where the candidate has participated in shared courses, letters attesting to the teaching competence of the candidate should be solicited from colleagues in those courses.
  - (v) Where the amount of teaching varies from the norms set out in this Article, the extent of the difference and the reasons for it should be explained.
  - (vi) Written references in respect of the College Member's service by referees nominated by the College Member, if the College Member requests that such references be sought; and
- c) The candidate shall be responsible for providing the following materials to the Principal for inclusion in the College Member's dossier:
- (i) An updated curriculum vitae together with copies of all written work and non-written work in appropriate form referred to therein;
  - (ii) A teaching portfolio. Suggestions for what the teaching portfolio may include, where appropriate:
    - A statement of teaching philosophy and the direction the College Member's teaching has taken, as well as plans for future development,
    - A description of innovations in teaching, contributions to curricular developments and mentoring of students.
    - Representative course outlines, bibliographies and assignments, description of internship supervision, if applicable.

- New course proposals.
  - Digests of annual student evaluations and letters or testimonials from students regarding teaching performance.
  - Where appropriate, a list of undergraduate and professional masters students for whom the candidate has been the primary supervisor, a second reader or committee member.
  - Representative theses and/or papers written by students who are supervised by the College Member.
  - Documentation of efforts made (through both formal and informal means) to improve teaching skills or course design and a description of the outcomes.
- (iii) Unpublished work and work in progress that the College Member wishes to include, with the understanding that such work shall not be disclosed in any way to those outside the Continuing Status Committee without the College Member's written consent;
- (iv) A statement describing contributions through service;
- (v) A statement, where applicable, describing any personal and/or professional circumstances that affected the College Member's productivity; and
- (vi) Any other materials that the College Member or the Continuing Status Committee would like to be included in the dossier.

### 12.2.3 Procedures for Promotion

- a) The procedures to be followed for the promotion review shall be the same as those set out in Article 10.2.3(a)-(d) for the tenure stream except as set out to the contrary in this Article and except that the term "Dean" in Article 10 shall be read as "Principal," the term "Theology Member" shall be read as including College Members appointed under this Article and the term "Tenure Committee" shall be read as "Continuing Status Committee".
- b) The composition of the Continuing Status Committee shall include seven (7) persons as follows:

- (ii) The Principal, who shall serve as chair of the committee;
- (iii) Three (3) faculty members with tenure or continuing status from the candidate's program or a cognate area at the College or the University of Toronto, including at least one (1) Associate Professor, Teaching Stream or Professor, Teaching Stream, appointed by the President;
- (iv) Three (3) faculty members with tenure or continuing status from the candidate's program or a cognate area at the College or the University of Toronto, including at least two (2) faculty members at the rank of Associate Professor, Teaching Stream or Professor, Teaching Stream, appointed by the College Council.

### **12.3 Promotion to Full Professor, Teaching Stream**

#### 12.3.1 General

It is expected that the majority of College Members with continuing status will attain this rank.

#### 12.3.2 Criteria and Materials for Promotion to Full Professor, Teaching Stream

- a) Promotion shall be granted on the basis of the following criteria:
  - (i) Excellent teaching;
  - (ii) Educational leadership and/or achievement;
  - (iii) Ongoing pedagogical/professional development, sustained over many years; and
  - (iv) Contributions through service.
- b) Administrative or other service to the University and related activities will be taken into account in assessing candidates for promotion but given less weight than the other criteria. Promotion shall not be based primarily on such service.
- c) The Principal shall be responsible for obtaining the following materials for inclusion in the College Member's dossier:
  - (i) Student course evaluations, individual workload assignment letters, annual activity reports and annual performance reviews. A comprehensive summary of all student course evaluations should be prepared by the Principal.
  - (ii) Four (4) written assessments of the candidate's teaching, scholarship and/or service as they relate to the criteria for promotion set out above. At least one of these referees

shall be from the list proposed by the candidate and at least one of these referees shall be external to the College. These referees shall include, if possible, at least one person who is appointed at the rank of Full Professor, Teaching Stream at the College or at the University of Toronto, or having an appointment elsewhere that is similar to a teaching stream appointment. At least two of these referees shall assess the candidate's teaching, and shall, with advance notice and permission from the candidate, observe the candidate in the classroom prior to assessing the candidate.

- (iii) Letters from current and former undergraduate students commenting on the candidate's ability to stimulate and challenge the student's intellectual curiosity and on his/her mastery of the subject area and, where appropriate, his or her effectiveness as a supervisor of undergraduate or masters student research. Normally, a random sample of approximately 200 students should be solicited for opinions, to be addressed, in writing, to the Chair.
- (iv) Where the candidate has participated in shared courses, letters attesting to the teaching competence of the candidate should be solicited from colleagues in those courses.
- (v) Where the amount of teaching varies from the norms set out in this Article, the extent of the difference and the reasons for it should be explained.
- (vi) Written references in respect of the College Member's service by referees nominated by the College Member, if the College Member requests that such references be sought; and

The candidate shall be responsible for providing the materials listed at 12.1.2(c) for inclusion in the promotion dossier.

### 12.3.3 Procedures of the Promotions Committee

- a) The procedures to be followed for the promotion review shall be the same as those set out in Article 10.3.3(a), (c) and (c) except as set out to the contrary in this Article and except that the term "Dean" in Article 10 shall be read as "Principal", the term "Theology Member" shall be read as "College Member" and the term "Associate Professor" should be read as "Associate Professor, Teaching Stream."

b) Composition of the Promotions Committee

- (i) If the Principal decides that any College Member appointed at the rank of Associate Professor, Teaching Stream shall receive detailed consideration and/or if any College Member appointed at the rank of Associate Professor, Teaching Stream requests such detailed consideration, the Principal shall establish a Promotions Committee composed of seven (7) persons as follows:
  - a. The Principal, who shall serve as chair of the committee;
  - b. Three (3) faculty members with tenure or continuing status from the candidate's program or a cognate area at the College or the University of Toronto, including at least one (1) Professor, Teaching Stream, appointed by the President; and
  - c. Three (3) faculty members with tenure or continuing status from the candidate's program or a cognate area at the College or the University of Toronto, including a least two (2) faculty members in the teaching stream with continuing status, one (1) of whom is appointed at the rank of Professor, Teaching Stream, appointed by the College Council.
- (ii) In the event that the number of faculty appointed at the rank of Professor, Teaching Stream from the candidate's program or a cognate area at the College of the University of Toronto is insufficient to form a Promotions Committee, faculty members appointed at the rank of Associate Professor, Teaching Stream from the candidate's department or a cognate area at the College or the University of Toronto shall be appointed by the President or College Council, as the case may be, to meet the requirement set out in (i)(B) and (i)(C) above that at least one (1) individual on the Promotions Committee be appointed at the rank of Professor, Teaching Stream.

**12.4 Written References and Assessment of Academic Staff**

Articles 10.4 (Written References) and 10.5 (Assessment of Academic Staff) shall apply to College Members with references to "Theology Member" and "Dean" being read as references to "College Member" and "Principal" and the reference to "tenured" at Article 10.4(b) being read as a reference to "continuing status".

**ARTICLE 13 - ANNUAL PERFORMANCE REVIEW**

**13.1 General**

- (a) Division Heads shall provide all Members in their Division a copy of the Division's annual activity report form by April 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.
  - (vi) Any concern(s) that the Division Head may have concerning any of the above or any aspect of the Member's performance.
- (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 1.
- (e) Division Heads shall meet with each Member in their Division normally during the month of June.
- (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, pre-continuing status 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 14 - ADMINISTRATION OF DIVISIONS**

### **14.1 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 of Theology. 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. An appointment to the position of Chief Librarian shall be made with permanent status as a Librarian.
- (e) Any Search Committee created for Dean shall include at least one (1) Theology Member and any Search Committee created for Chief Librarian shall include at least one (1) Librarian. The Theology Member or Librarian shall serve in an advisory role to the Search Committee, if created.

#### **14.1.2 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.

#### **14.1.3 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.

## **14.2 Director of Academic Programs**

### **14.2.1 Appointment**

- (a) After consulting with Members in the Faculty of Theology, the Dean shall recommend to the President a tenured Theology Member of Theology to serve as Director of Academic Programs. Only tenured Theology Members are eligible to hold the position of Director of Academic Programs.
- (b) The President shall decide whether to accept or reject the Dean's recommendation.
- (c) No Member shall be pressured to accept the position of Director of Academic Programs.
- (d) The Director of Academic Programs shall be appointed for an initial two (2) year term. The appointment may be renewed for a second or third term of two (2) years or less with the agreement of the Theology Member holding the appointment. No person may serve in this position for more than six (6) consecutive years.

## **14.3 Associate Chief Librarian and Head of Public Services Programs**

### **14.3.1 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.

#### 14.3.2 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.

#### 14.3.3 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 15 - LEAVES

### 15.1 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.

#### 15.1.2 Parental Leave

- (a) On the occasion of the birth or adoption of a child, a Member who is a parent shall be entitled to parental 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 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.

#### 15.1.3 Notice

A Member shall give written notice to the Employer of his or her intention to take leave under this Article at least two (2) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.

#### 15.1.4 Renewal, Tenure and Promotion

Members shall be entitled to receive a one year extension to the timelines for tenure/continuing status 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.

### 15.2 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.

### 15.3 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.

### 15.4 Statutory Leave

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

### 15.5 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 are 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.

**15.6 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.

**15.7 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.

**15.8 Holiday and Retreat**

- (a) The annual vacation entitlement for Faculty Members 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) Theology 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 16 - RETIREMENT**

### **16.1 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 18.7 (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 17.1(d).

### **16.2 Benefits**

- (a) A retired member shall be entitled to continue to participate in any of the following benefit plans in which the retired member was enrolled at the date of retirement, on the same terms as applicable on the date of retirement:
  - (i) The Extended Health Care Plan, Deluxe Travel Plan, Emergency and Payment Assistance Plan, Dental Care Plan and Semi-Private Hospital Accommodation Plan.
- (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 17- WORKING ENVIRONMENT**

### **17.1 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.

## **17.2 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.

## **17.3 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.

## **17.4 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.

## **17.5 Personnel Files**

### **17.5.1 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.

### **17.5.2 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.

17.5.3 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.

17.5.4 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 18 - COMPENSATION**

**18.1 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 18.5 below.

**18.2 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.

**18.3 Minima and Maxima Salaries**

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

	July 1, 2020		July 1, 2021		July 1, 2022 (to be determined during the term of the CA)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>PROFESSORIAL</b>						
Professor	\$107,267		\$108,339		X	X
Associate Professor	\$79,900		\$80,699		X	X
Assistant Professor	\$65,115	\$112,147	\$65,766	\$113,268	X	X
Assistant Professor Conditional	\$54,734	\$91,304	\$55,282	\$92,217	X	X

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

	July 1, 2020		July 1, 2021		July 1, 2022 (to be determined during the term of the CA)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>LIBRARIAN</b>						
Librarian I	\$70,043		\$70,744		X	
Librarian II	\$73,084		\$73,815		X	
Librarian III	\$93,531		\$94,466		X	
Librarian IV	\$110,203		\$111,305		X	

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

	July 1, 2020		July 1, 2021		July 1, 2022 (to be determined during the term of the CA)	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>TEACHING STREAM</b>						
Assistant/Associate Professor, Teaching Stream	\$88,288		\$89,171		X	

Note - X shall be the applicable minimum or maximum salary (as the case may be) for the same rank at the University of Toronto.

#### 18.4 Across-the Board Increases

- (a) Annualized salaries shall be increased as follows:
- (i) There shall be a 1.0% across-the-board salary increase retroactive to July 1, 2020.
  - (ii) There shall be a 1.0% across-the-board salary increase retroactive to July 1, 2021.
- (b) Salary for the one-year period July 1, 2022 to June 30, 2023 remains to be determined in accordance with the MOS (dated Feb 17, 2021), following an interest arbitration process between UTFa and the University of Toronto.

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

- (a) The merit component, or PTR, is designed to provide all Members 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 Theology Members, one for College Members 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 18.5(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 Members. 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 Members.
- (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 Members 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 Member 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 Member must complete and submit an Annual Activity Report as set out in Article 13, 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 Member 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.

## **18.6 PTR on Leaves**

Members 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 15.7, shall be considered to be on leave with pay for the purpose of this Article.

## **18.7 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 19 - BENEFITS AND PENSION

### 19.1 General

The Employer agrees to contribute towards the billed premiums in the indicated amounts for the benefits outlined in Article 19.2 for all Members with an *appointment of 25% or more* after completion of three month's 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.

### 19.2 Health and Welfare Benefits

19.2.1 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 \$2650. Major services coverage to increase to \$1800/person/year and to include coverage for dental implants.

Effective July 1, 2021, orthodontic coverage @50% reimbursement shall have a lifetime maximum benefit of \$2500 per covered person and major services coverage shall increase to \$2800/person/year.

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

- (i) 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 \$800.00 / person / year. Massage therapy by a Registered Massage Therapist does not require a referral. Effective July 1, 2021, Registered Massage Therapist / Physiotherapy / Chiropractic treatment shall increase to a combined maximum of \$1250 per year and coverage shall include Osteopaths, Acupuncturists, Dietitians and Occupational Therapists.
- (ii) Wigs will be covered in the case of alopecia
- (iii) Partial coverage will be provided for continuous glucose monitors ("CGM") for Type I diabetes. Effective July 1, 2021, CGM transmitters @90% reimbursement up to \$1000/12 months, CGM sensors @90% up to \$2000/12 months and CGM receivers @90% reimbursement up to \$600/3 years.
- (iv) The existing psychology benefit maximum of \$2000/person to include social workers and psychotherapists. Effective July 1, 2021, this benefit will increase to a maximum of \$3000/person.

(g) Hearing Aids

Coverage \$500 for one (1) ear and \$1,000 for two (2) ears every three (3) years. Coverage may be used for cochlear implants. Effective July 1, 2021, coverage will increase to \$1000 for one (1) ear and \$2000 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 to \$400/two years for vision care effective July 1, 2017. Additional \$90/two years for eye examinations effective July 1, 2017.

Effective July 1, 2021, the Employer agrees to contribute 75% of the premiums to the plan that will be implemented as of July 1, 2021 and coverage shall increase to \$450/two years for vision care with an additional \$110/two years for eye examinations.

- 19.2.2 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.

### 19.3 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.

### 19.4 Staff Meal Rate Plan

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

### 19.5 Pension

- 19.5.1 The Employer agrees that all Members with an appointment of at least 25% 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 of the Plan.
- 19.5.2 Faculty Members 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%.

19.5.3

- (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 20 - DISCIPLINE INCLUDING DISCHARGE**

**20.1 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, continuing status, 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 21 - DISPUTE RESOLUTION**

### **21.1 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 arbitrable 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.

### **21.2 Grievance and Arbitration**

#### **21.2.1 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 Theology Member, continuing status to a College 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.

#### **21.2.2 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).

#### 21.2.3 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.

#### 21.2.4 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.

#### 21.2.5 Grievance Procedure

- (a) A Party may file a grievance according to the procedures outlined in this Article 21 (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.

#### 21.2.6 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 22 - BARGAINING STATUS OF ADMINISTRATORS**

- (a) Any Member who leaves the bargaining unit to take a position outside the bargaining unit as an administrator at the University or seconded to the University of Toronto shall have the right to re-enter the bargaining unit at the conclusion of the appointment 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 23 - 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 24- FINANCIAL EXIGENCY

Theology 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 Theology Members who are eligible for tenure or promotion be denied it on the grounds that they might be laid off in the future. Moreover, Theology 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.

### 24.1 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 of Theology unless the budget for salaries and benefits of Theology Members is reduced.

### 24.2 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, Theology 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 24.2(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 Theology Members, or by other means of reduction in expenditures on Theology 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 Theology 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 Theology Members affected and amount of reductions this represents.

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

- (a) Processes
  - (i) All full-time Theology 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 Theology Member can contribute more substantially to the academic progress of the University shall he/she be retained in place of a tenured Theology Member.

- (iii) In the case of two tenured Theology 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 Theology Members.

#### **24.4 Compensation and Other Considerations**

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

- (a) The Theology 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 Theology 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 of Theology 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 Theology Members. Theology 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 25 - REDUNDANCY DUE TO CHANGE IN AND/OR CURTAILMENT OF ACADEMIC PROGRAMS AND LIBRARY SERVICES**

#### **25.1 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 Theology Members, College Members and/or Librarians, as appropriate, on the other hand, declare redundancy in the Faculty of Theology, 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.

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

### **25.2.1 Processes**

In the relevant Division(s), all of the full-time 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 Theology Member can contribute more substantially to the academic progress of the University shall he/she be retained in place of a tenured Theology Member.



- (i) 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.
- (ii) Only when a College Member without continuing status can contribute more substantially to the academic progress of the University shall he/she be retained in place of a College Member with continuing status.
- (c) In the case of two tenured Theology 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, and College Members with continuing status and College Members without continuing status.

### **25.3 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 Theology Members, College Members with continuing status 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 26 - 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, 2023. This Agreement shall automatically renew itself on July 1, 2023 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 17 day of February, 2021

**FOR THE EMPLOYER**

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

**FOR THE ASSOCIATION**

  
Terezia Zoric\_\_\_\_\_  
  
Jun Nogami\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **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.
- USMC agrees to tuition waiver for part-time or flex-time PhD level programs.

### **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)**

BETWEEN:

Collegium of the University of St. Michael's College  
and  
University of Toronto Faculty Association

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 RE: TEACHING STREAM - CLTAS**

BETWEEN:

Collegium of the University of St. Michael's College  
and  
University of Toronto Faculty Association

The parties agree that USMC can use Contractually Limited Term Appointments (CLTA), during the term of this Agreement, only as an interim measure to address the replacement of any Continuing College Members who leave employment or who are on LTD during the term of this Agreement, for a maximum term of one year. As well, an individual may be appointed to replace any of the Special Appointments referred to in the Memorandum of Settlement dated January 5, 2017 who leave employment or are on LTD, and any such replacement will be on the same terms as the Special Appointment. Should permanent funding not be available for a Special Appointment, and the Special Appointment leaves employment after May 1, 2021, a CLTA may be used to replace that person until June 30, 2022. No CLTA under this paragraph will have a contract that expires after June 30, 2022 unless a Continuing Teaching Stream appointment leaves in the final year of the contract, in which case a 1-year CLTA appointment can be made. CLTAs shall be subject to the same terms and conditions of employment as College Members, save for promotion.

CLTA appointments under this paragraph are non-continuous teaching stream appointments that carry no implication of renewal or continuation beyond the stated term. Such a term appointment is for a specified period and does not involve a continuing commitment by the University beyond the stated term.

Members holding a CLTA appointment under this paragraph shall normally be appointed at the rank of Assistant Professor, Teaching Stream. However, Members holding a CLTA may be appointed at the rank of Assistant Professor, Teaching Stream (Conditional) or at a higher Teaching Stream rank if such rank is recommended by the Search Committee at the time of appointment.

**Letter of Understanding  
University Pension Plan Working Group**

BETWEEN:

Collegium of the University of St. Michael's College  
and  
University of Toronto Faculty Association

The parties agree to establish a working group comprised of up to three representatives appointed by each of the Association and the Employer to discuss and consider the possibility of participating in the University Pension Plan.

The parties further agree to invite the other bargaining agents whose members currently participate in the Retirement Plan of the University of St. Michael's College to appoint up to three representatives to join the working group.

The parties may bring any advisors they wish to retain.

The Employer will provide the working group with any information or documents reasonably requested by any member of the working group to carry out their work in connection with the working group.

The working group will have its first meeting by June 1, 2021.

**Letter of Understanding  
Working Group on Student Evaluation of Teaching and Other Means of Assessing  
Teaching Effectiveness**

BETWEEN:

Collegium of the University of St. Michael's College  
and  
University of Toronto Faculty Association

WHEREAS the parties agree that effectiveness in teaching must be fairly and accurately assessed;

AND WHEREAS the reliability of student course evaluations as a tool to assess teaching effectiveness has been called into question;

THEREFORE the parties have agreed that a joint committee consisting of up to three representatives of each of the parties shall be struck, with a mandate to inventory and assess available tools to evaluate the quality of teaching. The committee shall meet at least three times in each of the next two academic years and shall report to the President and the Association by June 30, 2023.



**Letter of Understanding  
Gender-Based Salary Gap Working Group**

BETWEEN:

Collegium of the University of St. Michael's College  
and  
University of Toronto Faculty Association

The parties agree to establish a working group comprised of up to three representatives appointed by each of the Association and the Employer to:

- A) Establish a methodology to:
  - 1. Determine whether there is a gender-based salary gap among university faculty and librarians which disadvantage women; and
  - 2. In the affirmative, to assess the extent of the gap in an efficient and effective manner; and
- B) Apply such methodology and make recommendations with respect to salary adjustments to address any such differentials.

The parties may jointly and/or separately retain experts to advise them, in addition to their respective representatives.

The Employer will provide the working group with any information or documents reasonably requested by any member of the working group to carry out its work.

The working group will have its first meeting by May 1, 2021 and shall report to the President and the Association by June 1, 2022. Minority or separate reports are permitted.

Recommendations by the working group are not binding on the President. Upon receipt of the report(s), the President may remit issues back to the working group for further deliberation.

Any salary adjustments implemented by the President following the report(s) of the working group shall be retroactive to September 1, 2020.