



# UNIVERSITY OF TORONTO

University of Toronto  
Governing Council

**Memorandum of Agreement between  
The Governing Council of the University of  
Toronto and  
The University of Toronto Faculty Association**

July 1, 2016

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Memorandum of Agreement made initially on the 28th day of June, 1977 as amended from time to time and herein consolidated as of the 1st day of July, 2016 between:

The Governing Council of the University of Toronto (“the Governing Council” or “the University of Toronto”) and

The University of Toronto Faculty Association (“the Association”).

This Agreement witnesseth that, in consideration of the mutual promises of the parties herein contained, the parties hereto respectively agree as follows:

## Article 1: Purposes

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

- to create or confirm the minimum rights, privileges and benefits which the University of Toronto shall grant to faculty members and librarians and to the Association;
- to provide reasonable protection from unilateral changes to approved policies and practices relating to terms and conditions of employment of faculty members and librarians;
- to maintain formally an effective and orderly procedure for the discussion and determination of salaries benefits and workload and other significant terms and conditions of employment of librarians and faculty members contained in existing or proposed University-wide policies;
- to formalize the relationship between the University of Toronto and the Association and to maintain conditions of support for the Association; and
- to accomplish the foregoing purposes (a) recognizing the importance of not derogating from or diminishing the existing rights of the individual faculty members and librarians, (b) recognizing the roles of the duly established bodies and groups within the University of Toronto and (c) within the framework of an agreement and relationship between the Governing Council and the Association that is outside The Labour Relations Act of the Province of Ontario and that does not prevent individuals or groups from seeking and obtaining terms and conditions of employment which they consider more favourable than those referred to or determined through processes prescribed in this Agreement.

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

In this Memorandum of Agreement, “faculty members” refers to persons appointed under the *Policy and Procedures on Academic Appointment* or the *Policy and Procedures on Employment Conditions of Part-time Academic Staff*, and “librarians” refers to persons appointed under the *Librarians Policy* or the *Policy on Part-time Librarians*.

## Article 2: No Change in Basic Policies and Practices

The parties agree that, during the term of this Agreement, the following policies and practices will not be changed except by mutual consent of the parties:

- (a) the Policy and Procedures on Academic Appointments including the “Haist Rules” relating to academic tenure;
- (b) the Policy and Procedures on Employment Conditions of Part-time Academic Staff;
- (c) the Policy on Political Candidacy in the “Haist Rules”;
- (d) the Policy on the Appointment of Academic Administrators;
- (e) the Policy on Conflict of Interest: Academic Staff;
- (f) there shall be no mandatory retirement date for faculty members and librarians whose 65<sup>th</sup> birthday occurs on or after July 1, 2005;
- (g) the Policy and Procedures for Faculty and Librarians on Academic Restructuring.
- (h) the Policy and Procedures on Promotions;

### Article 3: Librarians

The existing Policies for Librarians will not be changed during the term of this Agreement without the consent of both parties.

The parties agree that Librarians are important contributors to the University of Toronto's academic mission as a research-intensive institution and recognize the leadership, expertise and initiative of librarians in developing one of the world's great library systems.

### Article 4: Research and Study Leaves

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

- (a) A faculty member on 50 percent or greater appointment shall be entitled to apply for research leave of twelve (12) months at eighty-seven and one-half (87.5) percent salary after every six years of service at the University of Toronto. Such leave shall not be unreasonably denied. Research leave normally will commence on July 1. Compensation for 12 month Research and Study Leave will be at 90% for the following faculty only: (i) for tenured faculty, the first research and study leave following a successful tenure review and promotion to associate professor; (ii) for teaching stream faculty, the first research and study leave following a successful continuing status review and promotion to associate professor, teaching stream or senior lecturer.
- (b) As an alternative, each faculty member on 50 percent or greater appointment shall be entitled to apply for research leave of six months at full salary, after the same period of service. Such leave shall not be unreasonably denied. Such leave may commence either July or January I, subject to the approval of his or her chair, dean or principal.
- (c) As an alternative and subsequent to the leave in (a) or (b) above and where the academic unit's teaching program permits, each faculty member on a 50 percent or greater appointment who has not entered the phased retirement program shall be entitled to apply for research or study leave for a six month period (from July 1 to December 31 or January 1 to June 30) after every three years of service at 87.5 percent salary. Such leave shall not be unreasonably denied.
- (d) A faculty member who is entitled to apply for a research leave under (a), above, may request that he or she defer the leave by up to one year. Such request shall not be unreasonably denied; and, where the request has been granted, the period of time between the date on which the leave would have commenced in the absence of the deferment and the actual date on which the leave commences, to a maximum of one year, shall be credited as "service to the University of Toronto" for purposes of calculating the faculty member's accrued service in respect of the faculty member's next research and study leave application.
- (e) The research leave allowance to which such faculty member is entitled may be paid in part as a research grant, made in accordance with University policy for awarding research grants. In appropriate circumstances the schedule of payments of research leave allowances shall be at the discretion of the faculty member concerned.
- (f) Faculty members on research leave shall be entitled to salary increases and consideration for promotion on the same basis as all other faculty members. Staff benefits will continue on the same basis.
- (g) A faculty member who wishes to take research leave shall request such leave in writing from his or her chair, dean, or principal no later than October 31 of the academic year preceding. Every request for research leave requires the approval of the Vice-President and Provost of the University of Toronto. Normally the response in principle to the request should be given by December 31 and confirmed by March 31 of the academic year preceding. Such requests may be withdrawn up to three months prior to the academic year in which the leave is to be taken. Afterwards, they can be withdrawn only with the consent of the appropriate University authority. However, this consent shall not be unreasonably denied, particularly in cases where the circumstances are beyond the control of the individual.

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

## Article 5: Academic Freedom and Responsibilities

1. The parties to this Agreement acknowledge that the University of Toronto is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement: academic 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 of Toronto and society at large. Specifically, and without limiting the above, academic freedom entitles faculty and librarians to:
  - (a) freedom in carrying out their activities;
  - (b) freedom in pursuing research and scholarship and in publishing or making public the results thereof; and
  - (c) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.For clarity, these protections apply to teaching, research and scholarship, including creative professional activities, carried out by faculty and librarians in their capacity as employees of the University.
2. A faculty member's professional obligations and responsibilities to the University of Toronto shall encompass (i) teaching; (ii) research, scholarly or creative activity; (iii) service to the University of Toronto. While the pattern of these duties may vary from individual to individual, they constitute the faculty member's principal obligation during the employment year, and include, without being restricted to, responsibilities as follows:
  - (a) A faculty member shall carry out his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of his or her students.
  - (b) A faculty member shall be entitled to and be expected to devote a reasonable proportion of his or her time to research and scholarly or creative professional work. He or she shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures and other appropriate means. Faculty shall, in published works, indicate any reliance on the work and assistance of academic colleagues and students.
  - (c) Service to the University of Toronto is performed by faculty members through participation in the decision-making councils of the University of Toronto, and through sharing in the necessary administrative work of their Departments, Faculties, the University of Toronto or the Association. In performance of these collegial and administrative activities, faculty members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.
3. A librarian's professional obligations and responsibilities shall encompass (i) the development of his or her professional knowledge and performance, (ii) contributions to scholarship and creative professional work, (iii) service to the University of Toronto including service to the profession. While the patterns of these duties may vary from individual to individual, they constitute the librarian's principal obligation during the employment year. A librarian shall carry out his or her responsibilities with all due attention to the establishment of fair and ethical dealings with library users, colleagues and staff taking care to be properly accessible. A librarian shall foster a free exchange of ideas and shall not impose nor permit censorship. A librarian shall ensure the fullest possible access to library materials.

## Article 6: Negotiations

### General

1. Negotiation of salary and benefits (including pension, the policy on sick leave affecting faculty members and librarians, the practices affecting faculty members and librarians related to leaves of absence, short-term compassionate and emergency leaves, the policy on maternity leave, and the policies on family care leave and parental leave), workload, and those matters set out in paragraph 29 below as subject to Facilitation/Fact-finding shall take place annually in accordance with the following procedures.
2. Either party shall, prior to the month of December in the academic year in which the current agreement on salaries, benefits and workload expires, give written notice to the other party expressing its desire to negotiate.
3. The parties shall meet within four (4) weeks after the giving of notice including exchanging proposals on those matters sought to be amended, added, or modified and shall negotiate in good faith and make every reasonable effort to reach an agreement. Negotiations shall take place for up to three (3) months, subject to extension if the parties so agree.
4. (a) The parties shall with reasonable dispatch provide each other with such data and documentation as maybe reasonably requested to enable full and rational discussion of the matters in dispute.  
(b) For greater clarity “days” as used herein means calendar days.  
(c) This Article 6, being part of the Memorandum of Agreement, shall continue in full force and effect as part of the Memorandum of Agreement, however, this Article 6 is severable from the Memorandum of Agreement and may be terminated by either party notifying the other in writing by no later than November 1 following the issuance of a final and binding non-unanimous report pursuant to paragraph 25.

### Dispute Resolution Regarding Unresolved Salary, Benefits and Workload

5. If agreement has not been reached any time after three months of the giving of notice, a Mediator/Fact Finder shall be appointed by mutual agreement concerning unresolved salary, benefit or workload issues. If the parties are unable to agree upon a Mediator/Fact Finder, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party.
6. Within one week after the appointment of the Mediator/Fact Finder, each party shall give written notice to the Mediator/Fact Finder and to the other party setting out the matters relating to salaries, benefits and workload that the parties have agreed upon for inclusion in an agreement, the matters remaining unresolved, and the positions of both parties with respect to each unresolved matter.
7. The Mediator/Fact Finder shall meet with the parties and endeavour to effect agreement on the unresolved matters.
8. After the conclusion of mediation, but prior to the preparation and publication of the report of the Mediator/Fact Finder as hereinafter described, the parties shall meet at least once with the Mediator/Fact Finder. At that meeting, the Mediator/Fact Finder may convey to the parties, on a confidential basis, what the Mediator/Fact Finder regards as an appropriate settlement of the unresolved issues or the range within which the parties should attempt to reach settlement.
9. Where the parties are unable to reach agreement on unresolved matters, the Mediator/Fact Finder shall make a report without recommendations setting out:
  - (a) the position of the parties arrived at the conclusion of mediation,
  - (b) documents submitted by the parties or called for by the Mediator/Fact Finder.
10. In the event that there is no agreement between the parties after the foregoing steps, the Mediator/Fact Finder shall submit his or her report to the parties within twenty (20) days after the date of his or her appointment.
11. Neither the Mediator/Fact Finder nor the parties will publish such report during the period of ten (10) days after receipt thereof, and during such period, the parties shall meet and continue to negotiate in good faith in an endeavour to reach agreement on all unresolved matters. After the expiry of ten (10) days from the date of delivery of the report of the Mediator/Fact Finder to the parties and failing agreement on the unresolved issues, the parties shall jointly publish the report of the Mediator/Fact Finder in a mutually agreed upon manner.

12. The Mediator/Fact Finder shall establish his or her own procedure and where the Mediator/Fact Finder requests information, the parties shall make reasonable efforts to provide the Mediator/Fact Finder with full and complete factual information which shall be communicated to the other party.
13. Failing agreement on salaries, benefits and workload within seven (7) days after the report of the Mediator/Fact Finder is made public, all unresolved salary, benefits and workload matters may be referred to a Dispute Resolution Panel. The Dispute Resolution Panel shall, unless otherwise agreed between the parties, be composed of three (3) panelists, one panelist selected by each of the parties and a third panelist who shall be Chair.
14. The procedure for appointing the Dispute Resolution Panel shall be as follows:
  - (a) the party referring the unresolved matters to a Dispute Resolution Panel shall, in its notice of referral, advise the other party of the name of its panelist to the Dispute Resolution Panel;
  - (b) the recipient of the notice shall appoint its panelist to the Dispute Resolution Panel within five (5) days of being notified by the other party of the name of its panelist;
  - (c) within ten (10) days from the naming of the panelist referred to in (b), the two panelists selected shall make every reasonable effort to agree upon a third person to be Chair of the Dispute Resolution Panel. If the two panelists fail to agree, within fifteen (15) days from the naming of the panelist referred to in (b) above, upon a person who is willing and able to act as Chair, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party;
  - (d) in the event a party fails to appoint its panelist, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of the other party.
15. The Mediator/Fact Finder shall not be eligible to serve as a member or Chair of the Dispute Resolution Panel, unless the parties otherwise agree.
16. The Dispute Resolution Panel shall make every reasonable effort to issue a unanimous report which shall attempt to reflect the agreement the parties would have reached if they had been able to agree. In endeavouring to reach a unanimous report the members of the Panel may confer with their appointing parties. The members of the Panel shall make their decision without taking into account the possibility that it may be repudiated by the Governing Council.
17. The Dispute Resolution Panel shall prepare a report setting out recommendations for terms of settlement together with reasons in support thereof.
18. Before preparing a report, the Dispute Resolution Panel shall hold a hearing after giving both parties appropriate notice. The Dispute Resolution Panel shall determine its own procedure but shall allow each party to:
  - (a) be represented by counsel or an agent;
  - (b) call evidence and make submissions and arguments, oral and written; and
  - (c) conduct cross-examination of witnesses at the hearing.
19. The jurisdiction of the Dispute Resolution Panel shall encompass only those unresolved matters relating to salaries, benefits and workload that have been referred to it by the parties. The Dispute Resolution Panel shall, however, take into account the direct or indirect cost or saving of any change or modification of any salary or benefit agreed to by the parties in making its recommendation for terms of settlement.
20. The report of the Dispute Resolution Panel together with any minority report shall be issued to the parties no later than twenty (20) days after conclusion of the proceedings before the Dispute Resolution Panel. It is agreed that neither the Panel nor either of the parties will publish such report for the period often (10) days after the receipt thereof.
21. If the parties fail to reach agreement within ten (10) days after delivery to them of the report of the Dispute Resolution Panel, the report shall be made public. Publication shall be made jointly by the parties in a mutually agreed upon manner.
22. In the event the report of the Dispute Resolution Panel is unanimous on all matters referred to it by the parties, the recommendations for terms of settlement contained in the report shall be binding on the parties.
23. If the report of the Dispute Resolution Panel is not unanimous on all matters referred to it, the recommendations for terms of settlement of the majority of the Panel, or in the event there is no majority report, in the report of the Chair, (hereinafter referred to as a “non-unanimous report”) shall be binding on the parties unless repudiated within fifteen (15) days after the date of publication of the report in the University of Toronto Bulletin by a majority vote of the Governing Council. Repudiation of a non-unanimous report by the Governing Council shall be only on the recommendation of the President.

24. In the event of repudiation by the Governing Council of a non-unanimous report and in the event no agreement is reached by the parties after the issuance by the Dispute Resolution Panel of a non-unanimous report, the matters in dispute shall be determined by the Governing Council on the recommendation of the President of the University of Toronto. The President's recommendation shall not be less favourable to faculty members and librarians than the administration's position before the Dispute Resolution Panel on all matters in dispute and shall incorporate:
  - (a) all matters agreed upon by the parties both before and after the issuance by the Dispute Resolution Panel of its non-unanimous report, and
  - (b) all matters upon which the Dispute Resolution Panel is unanimous.
25. If any settlement is determined by decision of the Governing Council following repudiation of a non-unanimous report of the Dispute Resolution Panel, negotiations for the next academic year shall follow the procedure contained herein except that the report of the Dispute Resolution Panel shall be final and binding if unanimous, and if non-unanimous, the report of the majority of the Dispute Resolution Panel, or in the event there is no majority, the report of the Chair shall be final and binding on both parties and there shall be no right to repudiate. The procedure contained in this paragraph 25 is subject to the *Arbitration Act*. The Chair of the Dispute Resolution Panel under this paragraph 25 shall not be the same as the Chair of the Dispute Resolution Panel established in the previous year.
26. If negotiations in any year are resolved without repudiation of the report of the Dispute Resolution Panel by the Governing Council, the negotiating procedures contained herein, including the right to repudiate a non-unanimous report of the Dispute Resolution Panel, shall apply for the next academic year, and thereafter, unless repudiation of a non-unanimous report occurs again, in which case, the procedure outlined in paragraph 25 will apply.
27. The fees and expenses of the Mediator/Fact Finder and of the Chair of the Dispute Resolution Panel and the costs of publication of any reports contemplated by this Article shall be borne equally by the parties.
28. No person shall be appointed as Mediator/Fact Finder or member or Chair of the Dispute Resolution Panel who is an employee or officer of the University of Toronto or a member of the Governing Council or who has a direct pecuniary interest in the matters coming before him or her, or, within the period of six (6) months immediately before the date of his or her appointment, has acted as a negotiator for either of the parties.

#### Facilitation/Fact Finding

29. The following matters are subject to the facilitation and fact-finding process described below (hereafter the "facilitation and fact-finding process"):
  - a) Article 2 listed policies, except that the policy on the process for Academic Restructuring will not be subject to the facilitation and fact-finding process for a period of five (5) years after that policy is approved;
  - b) Article 3, the non-arbitrable components (if any) of Article 4, Article 7, Article 9 except as it relates to academic freedom, and Articles 10, 11, 13, 18 and 19 (including privacy and technology issues); and
  - c) Other significant terms and conditions of employment for faculty and/or librarians contained in existing or proposed University-wide policies (hereafter "Significant Terms and Conditions of Employment"). Any differences over whether any matter comprises Significant Terms and Conditions of Employment will be resolved by the Grievance Review Panel.
30. For those matters identified in paragraph 29 above, and subject to the time restriction in paragraph 29(a) above, the parties will agree on a facilitator to assist them to reach mutual agreement. If the parties cannot agree, the Chief Justice of Ontario will appoint the facilitator.
31. If the parties do not reach agreement on such matters with the assistance of the facilitator, either party can refer the matter(s) to the fact-finding phase of the process. The fact-finding phase will be conducted by a three person panel provided the parties can mutually agree on all three members of the panel, failing which there will be a one-person fact-finder who will be appointed as follows. The parties can appoint any individual by mutual agreement. Failing agreement, the parties will ask the Chief Justice of Ontario to appoint the fact-finder. The criteria for appointment by the Chief Justice will be that the fact-finder will be external to the University (i.e. not a current faculty member or librarian) who is a current or former academic with a record of academic achievement at a comparable peer research-intensive university, with expertise and substantial experience in university matters, and who will bring a fair-minded perspective to the fact-finding task. If the agreed upon or appointed fact-finder does not have legal training or labour relations

- experience, he or she may seek advice from the legal counsel to the University of Toronto Tenure Appeals Committee or the Chair of the Grievance Review Panel as the fact-finder considers appropriate.
32. The parties will provide written submissions to the fact-finder/panel with respect to the matters under consideration. The fact-finder/panel will otherwise determine the appropriate procedure, which may include an opportunity to meet with the parties for further input, and confidential informal feedback to the parties.
  33. Following its review, the fact-finder/panel shall prepare a Report, setting out the issues agreed upon by the parties, the issues in dispute between them, a summary of the parties' respective positions on the unresolved issues, and non-binding recommendations to the parties on the matters in dispute, which non-binding recommendations can include elements of either party's proposal on unresolved matters.
  34. The fact-finder's/panel's recommendations will not be made public until two (2) months after the recommendations have been made to the parties. During that period, the parties may reach agreement on the matters in dispute.
  35. If the parties do not reach agreement on all of the matters in dispute within that two month period, the fact-finder's/panel's recommendations on unresolved matters will be made public. Unless Governing Council and the Association Council agree to the recommendations or to some modification of the recommendations, no changes will be made. Where recommendations are jointly agreed to and approved by Governing Council and the Association Council, the matters agreed to will form part of Article 2 or the relevant Article of the Memorandum of Agreement as the case may be.
  36. Unless otherwise agreed by the parties, the facilitator and fact-finder will be independent of and not employed by either party.
  37. The University of Toronto will notify the Association in a timely way of proposed changes to or of proposed new University-wide terms and conditions of employment of faculty members and/or librarians. The Association will be given a reasonable opportunity to respond to such proposals. If the Administration and the Association agree that the proposal comprises Significant Terms and Conditions of Employment, or if failing agreement, on the expeditious application to the Grievance Review Panel, the Grievance Review Panel decides it comprises Significant Terms and Conditions of Employment, then the Association may refer the matter to the facilitation and fact-finding process and no changes will be made (absent agreement) until one (1) month after the end of the facilitation and fact-finding process (i.e. until one (1) month after public release of recommendations).
  38. In some circumstances the University of Toronto may have a bona fide need to seek changes to or propose new University-wide terms and conditions of employment of faculty members and/or librarians in an expeditious manner or before a particular date or event (e.g. as a result of new or changed legislation, government directive or policy, or new or changed rules of an external agency). If the University of Toronto and the Association agree that it comprises Significant Terms and Conditions of Employment or failing agreement, on the expeditious application to the Grievance Review Panel the Grievance Review Panel decides it comprises Significant Terms and Conditions of Employment and the Association refers the matter to the facilitation and fact-finding process the parties will cooperate to ensure that the process is expedited such that from the time of notice to the Association under paragraph 37 above until the recommendations of the fact-finder are made public under paragraph 35 above no more than six (6) months time shall pass (including a truncated time for the fact-finding recommendations to be made public under paragraph 35 above from two (2) months to fifteen (15) calendar days), failing which the University of Toronto may implement the changed or new Significant Terms and Conditions of Employment before the completion of the facilitation and fact-finding process. The Chair of the Grievance Review Panel will resolve any difference over whether there is a bona fide need on an expedited basis.
  39. Nothing herein shall prevent the University of Toronto from implementing a change to or new Significant Terms and Conditions of Employment in a timely way as required by law but the facilitation and fact-finding process still applies. The Chair of the Grievance Review Panel will resolve any difference over whether the change or new policy was required by law.

## Article 7: Grievance Procedure

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

An earnest effort shall be made to settle grievances fairly and promptly.

The parties agree to be bound by and give full and immediate effect to decisions arrived at under the procedures set forth in this Article.

A faculty member or librarian may be accompanied by a grievance representative from the Association at any step in the grievance procedure, if he or she so desires.

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

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

### Step No. 1

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

### Step No. 2

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

### Step No. 3

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

### Step No. 4

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

The Grievance Review Panel, composed of an external Chair, seven members of the faculty and one librarian, is appointed by the President of the University of Toronto after consultation and agreement with the Association. The terms shall be for two years, with half of the faculty and librarian membership completing their terms each year. Vacancies on the Panel shall be filled by the President after consultation and agreement with the

Association. The grievances will be heard by a three person Grievance Review Committee, chaired by the external Chair of the Grievance Review Panel, with the other two (2) members of the Committee coming from the Panel. The Grievance Review Panel may establish its rules of procedure.

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

The Grievance Review Committee shall have access to all written material related to the grievance and shall have the power to interview the parties to the dispute or anyone who may assist in resolving the matter. The Grievance Review Committee should attempt to minimize friction and preserve collegial relationships and shall resort to adversarial hearings only where no other route is satisfactory. If the Grievance Review Panel chooses to retain external legal counsel, the Grievance Review Panel will select such counsel, subject to mutual agreement of the parties.

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

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

#### Group Grievance

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

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

#### Association Grievance

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

#### *Complaints of Sexual Harassment*

So long as the Policy and Procedures: Sexual Harassment adopted by the Governing Council on April 13, 1993, remains in force (including any amendments made to it that are agreed upon by both parties), a

complaint by a faculty member or librarian that the faculty member or librarian has been sexually harassed shall not constitute a grievance under this Agreement. Notwithstanding the first paragraph of this Article 7; nor shall a complaint regarding procedures used or decisions taken under the authority of the Policy constitute a grievance, unless the complaint is one which is made under the provisions of the paragraph entitled "Association Grievance" in this Article. Complaints of sexual harassment may be made under the provisions of the Policy and Procedures: Sexual Harassment. Complaints regarding procedures used or decisions taken under the authority of the Policy may, where applicable, be grounds for an appeal under the provisions of the Policy.

## Article 8: Workloads and Working Conditions

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

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

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

Amendments to Article 8 will be made in accordance with and are part of the process under Article 6 of this Memorandum of Agreement.

Workload is subject to this Article and the Workload Policy and Procedures for faculty and librarians negotiated pursuant to Article 6.

## Article 9: No Discrimination

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised toward any faculty member or librarian in respect to salaries, fringe benefits, pensions, rank, promotion, tenure, reappointment, dismissal, research or other leaves, or any other terms and conditions of employment by reason of age, race, creed, colour, disability, national origin, citizenship, religious or political affiliation or belief, sex, sexual orientation, gender identity, gender expression, marital status or family status, place of residence, membership or activity in the Association, or any activity pursuant to the principles of academic freedom set out in Article 5, as well as any other ground included in or added to the Ontario *Human Rights Code*.

## Article 10: Personnel Files

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

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

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

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

security of the file and to minimize disruption of the work of the department.

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

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

## Article 11: Information

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

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

It is understood that this Article shall not be construed to require the University of Toronto (a) to compile information and statistics in particular form if such data are not already compiled in the form requested or (b) to provide any information relating to any individual.

The University of Toronto agrees to designate an information contact person who will conduct the exchange of information with an information officer designated by the Association. The Parties agree that any dispute concerning compliance with this article shall be referred to the Chair of the Grievance Review Panel for expeditious and final and binding decision.

The Association agrees that confidential information that could identify individual faculty members or librarians transmitted by the University of Toronto to the Association in relation to salary and benefit negotiations will not be used in a manner which would allow the identification of individual members. The Association also confirms that it will not use the information in a manner that would be inconsistent with the requirements of negotiations or communication with members of the Association. The Association agrees that all confidential information shall be maintained in a secure location separate and apart from the general files of the Association.

## Article 12: Joint Committee

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

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

## Article 13: Association Relations

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

present practice. The University of Toronto President, the Vice-President and Provost and other Vice-Presidents, the Vice- Provosts, Deans and Principals and the Chief Librarian of the University of Toronto Library will not be eligible for membership in the Association nor will any Association dues be deducted from their salaries while they hold these appointments.

Faculty members and librarians who commence employment at the University of Toronto on July 1, 1998, or later shall be required, as a term of employment, to provide a written authorization (such authorizations to be subject to paragraph 1 below) to deduct from his or her salary an amount equal to the membership dues in the Association fixed annually in accordance with the Association's constitution and to remit that amount the Association. The University of Toronto agrees to deduct an amount equal to such dues from the salaries of all such faculty and librarians according to the written authorizations and shall forward the amounts collected to the Association in accordance with the present practice for remitting dues of faculty members and librarians employed as at June 30, 1998. The University of Toronto will, in addition to the requirements under Article 19, continue the present practice of providing new faculty members and librarians with Association membership information upon their arrival at the University of Toronto. The requirement for written authorization to deduct an amount equivalent to Association dues from salary is subject to the following:

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

On or before the tenth day of each month, the University of Toronto shall deliver to the Association a list of all persons from whose salaries deductions of an amount equivalent to Association dues were made during the previous month and a list of all persons who directed an amount equivalent to Association dues to be paid to the University of Toronto's President's Scholarship Fund or the United Way during the previous month. On January 1st and July 1st of each year, the University of Toronto shall also provide the Association with a list of all faculty members and librarians.

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

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

The University of Toronto agrees to provide to the Association the names of faculty and librarians who have given notice of intent to retire in the future unless the faculty member objects to that disclosure.

The University of Toronto agrees to provide 3.5 FTE release time for the Association. The University of Toronto shall assume financial responsibility for such released time in accordance with standard budgeting practices. Contribution to the Association will be considered along with academic performance in computing salary increases, progress through the ranks and similar benefits to which the President and Vice-Presidents above may be entitled.

#### Article 14: Non-Applicability to Federate Universities

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

#### Article 15: The University of Toronto Act and Severability

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

renegotiate whatever portion may have been held or rendered invalid.

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

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

#### Article 17: Changes to Agreement

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

#### Article 18: Copies of Agreement

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

#### Article 19: Newly Appointed Faculty Members and Librarians

The University of Toronto agrees to inform all newly appointed faculty members and librarians that this Agreement is in effect, and to distribute to them a copy of this Agreement at the same time and as part of the other documents provided regarding the terms and conditions of employment. The University of Toronto agrees to include a brochure provided by the Association in the information package sent to individuals who are short-listed for faculty member or librarian appointments. The University of Toronto agrees to provide contact information about the Association and its website address to individuals who are being offered appointments as faculty members or librarians. The University of Toronto agrees to provide names of individuals who accept positions with the University of Toronto unless the individual expressly requests that their name not be provided to the Association in advance of their start date with the University of Toronto.

#### Article 20: Correspondence

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

#### Article 21: Term of Agreement

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

#### Article 22: Entry Into Force

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

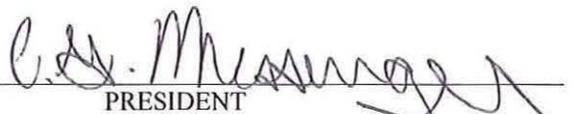
IN WITNESS that this Memorandum of Agreement was initially ratified by the parties hereto as of the 28th day of June 1977, the Governing Council has caused its corporate seal to be hereunto affixed, subscribed by its Chair and its President, and the Association has authorized its President and its Vice-President,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

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

by:  \_\_\_\_\_  
CHAIR

attest:  \_\_\_\_\_  
PRESIDENT

THE UNIVERSITY OF TORONTO  
FACULTY ASSOCIATION

by:  \_\_\_\_\_  
PRESIDENT

attest:  \_\_\_\_\_  
VICE-PRESIDENT

This consolidated text includes amendments ratified by the parties to the 1st day of July, 2016.