

UNIVERSITY OF TORONTO



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

Article 1: Purposes  
Article 2: No Change in Basic Policies and Practices  
Article 3: Librarians  
Article 4: Research and Study Leaves  
Article 5: Academic Freedom and Responsibilities  
Article 6: Salary and Benefits  
Article 7: Grievance Procedure  
Article 8: Workloads and Working Conditions  
Article 9: No Discrimination  
Article 10: Personnel Files  
Article 11: Information  
Article 12: Joint Committee  
Article 13: Association Relations  
Article 14: Non-Applicability to Federated Universities  
Article 15: The University of Toronto Act and Severability  
Article 16: Amendments to The University of Toronto Act  
Article 17: Changes to Agreement  
Article 18: Copies of Agreement  
Article 19: Newly Appointed Faculty Members and Librarians  
Article 20: Correspondence  
Article 21: Term of Agreement  
Article 22: Entry into Force

Memorandum of Agreement made initially on the 28th day of June, 1977 as amended from time to time and herein consolidated as of the 31<sup>st</sup> day of December, 2006 between:  
The Governing Council of the University of Toronto ('the Governing Council' or 'the University')

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 and its faculty and librarians, the purposes of this Agreement are:

- to create or confirm the minimum rights, privileges and benefits which the University 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 and benefits of librarians and faculty members;
- to formalize the relationship between the University 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 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 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,

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

The University agrees that, during the term of this Agreement, it will not change the following policies and practices 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 on sick leaves affecting faculty members and librarians;
- (h) the practices affecting faculty members and librarians relating to leaves of absence, short-term compassionate and emergency leaves;
- (i) the Policy and Procedures on Promotions;
- (j) the policy on maternity leave;
- (k) the policies on family care leave and parental leave,

### Article 3: Librarians

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

### Article 4: Research and Study Leaves

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

- (a) A faculty member on 50 percent or greater appointment shall be entitled to apply for research leave of twelve (12) months at eighty-two and one-half (82.5) percent salary after every six years of service at the University of Toronto. Such leave shall not be unreasonably denied. Research leave normally will commence on July 1.
- (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 1, subject to the approval of his or her chair, dean or principal.
- (c) As an alternative and subsequent to the leave in (a) or (b) above and where the academic unit's teaching program permits, each faculty member on a 50 percent or greater appointment who has not entered the phased retirement program shall be entitled to apply for research or study leave for a six month period (from July 1 to December 31 or January 1 to June 30) after every three years of service at 82.5 percent salary. Such leave shall not be unreasonably denied.
- (d) A faculty member who is entitled to apply for a research leave under (a), above, may request that he or she defer the leave by up to one year. Such request shall not be unreasonably denied; and, where the request has been granted, the period of time between the date on which the leave would have commenced in the absence of the deferment and the actual date on which the leave commences, to a maximum of one year, shall be credited as "service to the University" for purposes of calculating the faculty member's accrued service in respect of the faculty member's next research and study leave application.
- (e) The research leave allowance to which such faculty member is entitled may be paid in part as a research grant, made in accordance with University policy for awarding research grants. In appropriate circumstances the schedule of payments of research leave allowances shall be at the discretion of the faculty member concerned.
- (f) Faculty members on research leave shall be entitled to salary increases and consideration for promotion on the same basis as all other faculty members. Staff benefits will continue on the same basis.
- (g) A faculty member who wishes to take research leave shall request such leave in writing from his or her chair, dean, or principal no later than October 31 of the academic year preceding. Every request for research leave requires the approval of the Vice-President and Provost of the University. Normally the response in principle to the request should be given by December 31 and confirmed by March 31 of the academic year preceding. Such requests may be withdrawn up to three months prior to the academic year in which the leave is to be taken. Afterwards, they can be withdrawn only with the consent of the appropriate University authority. However, this consent shall not be unreasonably denied, particularly in cases where the circumstances are beyond the control of the individual.

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

### Article 5: Academic Freedom and Responsibilities

1. The parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the

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 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 seven members of the faculty and one librarian, is appointed by the President of the University after consultation with the Association. The terms shall be for two years, with half of the membership completing their terms each year. Vacancies on the Panel shall be filled by the President after consultation with the Association. The Grievance Review Panel may establish its rules of procedure including, but not limited to, the assignment of a Chair and two other members of the Panel to constitute a Grievance Review Committee to consider a particular grievance. Where the Grievance Review Panel concludes that it is in the best interests of the grievor and the University to do so, the Panel may appoint an individual from outside the University to serve as Chair of a (Grievance Review Committee to consider a particular grievance, provided that the grievor consents to the Grievance Review Panel appointing the Chair in this way.

The 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.

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

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

#### Group Grievance

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

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

members and librarians, or any matter relating thereto, and to have a liaison and monitoring function with respect to the administration of this Agreement.

### Article 13: Association Relations

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

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

- (1) 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, 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 to deduct from his or her salary an amount equal to membership dues in the Association and to remit such amount to a registered charity selected from a list of charities agreed upon by the University and the Association. 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 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 shall deliver to the Association a list of all persons from whose salaries deductions of an amount equivalent to Association dues were made during the previous month and a list of all persons who directed an amount equivalent to Association dues to be paid to one of the designated charities during the previous month. On January 1st and July 1st of each year, the University shall also provide the Association with a list of all faculty members and librarians.

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

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

The President of the Association shall be entitled to a fifty (50) percent reduction in teaching load, or the equivalent. The Vice-President, Grievances, and the Vice-President, Salaries, Benefits and Pensions shall each be entitled to a twenty-five (25) percent reduction in teaching load or the equivalent. The University 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 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 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 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.

#### Article 20: Correspondence

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

#### Article 21: 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 Chairman of the Governing Council of the University and by the President of the Association following ratification of the Agreement by the Governing Council and the Association.

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

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

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

*Rose M. Paten*

CHAIRMAN

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

*W. May*

PRESIDENT

THE UNIVERSITY OF TORONTO  
FACULTY ASSOCIATION

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

*George Lute*

PRESIDENT

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

*Tom Alloway*

VICE-PRESIDENT

This consolidated text includes amendments ratified by  
the parties to the *31st* day of *December*, 2006.)