

**FOR RECOMMENDATION****PUBLIC****OPEN SESSION**

**TO:** Business Board

**SPONSOR:** Professor Cheryl Regehr, Vice-President & Provost  
**CONTACT INFO:** 416-978-2122, [provost@utoronto.ca](mailto:provost@utoronto.ca)

**PRESENTER:** Professor Heather Boon, Vice- Provost, Faculty & Academic Life,  
**CONTACT INFO:** [vp.fal@utoronto.ca](mailto:vp.fal@utoronto.ca)

**DATE:** September 29, 2020 for October 6, 2020

**AGENDA ITEM:** 3

**ITEM IDENTIFICATION:**

Agreement between the University of Toronto and the University of Toronto Faculty Association regarding proposed revisions to the *Policy and Procedures on Employment Conditions of Part-time Academic Staff, 1994*

**JURISDICTIONAL INFORMATION:**

Under Section 5.10(b) of its *Terms of Reference*, the Business Board has responsibility for “approval of agreements and changes to agreements outside the *Labour Relations Act* with respect to terms and conditions of employment, subject to any limitations established by law or contract.”

Section 31(b) of *Governing Council By-Law Number 2* specifies that issues pertaining to academic employment are also reviewed by Academic Board<sup>1</sup>. As such, elements of this proposal, specifically the proposed revisions to the Part-time Policy and related amendments to the PPAA and PPPTS, *will also be considered by the Academic Board pursuant to Section 5.2.1 (a) of its Terms of Reference*, which states that:

“Policies on the nature of academic employment are assigned to the Academic Board. These encompass policies on the appointment, promotion, tenure, suspension and removal of teaching staff, as well as policies on the conduct of academic work, such as the policies on research leave and on academic freedom and responsibilities.”

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<sup>1</sup> Footnote 14 to the Business Board Terms of Reference states that “Employment policies within the jurisdiction of the Academic Board are defined by By-Law Number 2, section 31(b) as matters “with respect to the nature of academic employment” assigned by resolution of the Governing Council to the Academic Board.”

## **GOVERNANCE PATH:**

- 1. Business Board [for recommendation] (October 6, 2020)**
2. Academic Board [for recommendation] (October 8, 2020)
3. Executive Committee [for endorsement and forwarding] (October 20, 2020)
4. Governing Council [for approval] (October 29, 2020)

## **PREVIOUS ACTION TAKEN:**

The Governing Council of the University of Toronto first approved a Memorandum of Agreement (MOA) between the University and the University of Toronto Faculty Association (UTFA) on June 28, 1977, as amended from time to time and last consolidated on July 1, 2016. Article 2 of the MOA states that the University will not change the policies and practices listed except by the mutual consent of the parties. The Part-Time Policy; and the PPAA are listed in Article 2(a) of the MOA.

The parties reached agreement in a Memorandum of Settlement (the Agreement) dated May 7, 2020 on proposed revisions to the Part-Time Policy, 1994 (Appendix A); amendments to the PPAA, 2015 relative to part-time faculty (Appendix C); and a detailed Transition Framework (Appendix B).

The Agreement between the University of Toronto and UTFA received approval by UTFA Council on May 20, 2020.

## **HIGHLIGHTS:**

Subject to approval by Governing Council, the University of Toronto and UTFA have reached an agreement on a revision of the Part-Time Policy, 1994 and amendments to associated policies on May 7, 2020 expertly facilitated by William Kaplan. UTFA Council ratified the Agreement on May 20, 2020. The Agreement is now coming forward to Business Board and the proposed changes to the policies to Academic Board prior to coming forward to Governing Council for approval.

The proposed changes agreed to between the parties include:

1. A revision of the Part-Time Policy intended to modernize the terms and conditions of employment of part-time faculty members at the University of Toronto and reflect the important role they play at the University;
2. Amendments to the PPAA and the PPPTS both relating to part-time faculty;
3. A Transition Framework (Appendix B of the Agreement) that details how the revised Part-time Policy and amendments to the PPAA will be rolled out following approval.
  - a. Among the key elements in the Transition Framework is the provision that the “ranks and titles of part-time teaching stream faculty members will change from the current titles of Lecturer and Senior Lecturer to Assistant Professor, Teaching Stream and Associate Professor, Teaching Stream respectively on the date the new Policy is approved by Governing Council.”

Business Board, October 6, 2020: *Proposed Revisions to the Policy and Procedures on Employment Conditions of Part-time Academic Staff*

- b. Following January 1, 2021, offers of part-time appointment contracts whether initial or renewals will be in accordance with the terms and conditions of the new Policy.
- c. The current Policy and Procedures on Employment Conditions of Part-time Academic Staff (1994) will remain in limited effect for the duration of the terms of those who were appointed under it.
- d. Entitlements under the Transition Framework depend on the history and length of previous appointments and whether or not their contract is renewed.

**FINANCIAL IMPLICATIONS:**

There are no financial implications.

**RECOMMENDATION:**

Be It Recommended

THAT the *Memorandum of Settlement Between the University of Toronto Faculty Association and the University Administration*, dated May 7, 2020, regarding the *Policy and Procedures on Employment Conditions of Part-time Faculty* be approved, effective immediately.

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**DOCUMENTATION PROVIDED:**

- 1. Agreement dated May 7, 2020 on proposed revisions to the *Policy and Procedures on Employment Conditions of Part-time Academic Staff, 1994* including Appendix B: “Transition Framework”

MAY 7, 2020 5:45 pm CONFIDENTIAL AND WITHOUT PREJUDICE UNIVERSITY OF  
TORONTO AND UTFA MEMORANDUM OF SETTLEMENT

IN THE MATTER OF FACILITATED NEGOTIATIONS WITH FACILITATOR KAPLAN  
REGARDING THE POLICY AND PROCEDURES ON EMPLOYMENT CONDITIONS  
OF PART-TIME FACULTY (THE "POLICY")

BETWEEN:

THE UNIVERSITY OF TORONTO

(THE "UNIVERSITY")

-AND-

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

(THE "ASSOCIATION")

MEMORANDUM OF SETTLEMENT

WHEREAS the parties engaged in facilitated negotiations with the assistance of William Kaplan as facilitator regarding a new Policy and matters related thereto;

AND WHEREAS the parties wish to resolve any and all issues regarding a new Policy and matters related thereto;

NOW THEREFORE the parties agree as follows:

1. The undersigned representatives of the Association agree that they will recommend that UTFA Council approve the terms and conditions of this Memorandum of Settlement.
2. Following approval of the terms and conditions of this Memorandum of Settlement by UTFA Council, the undersigned representatives of the University Administration agree to recommend that Governing Council approve the amendments to the Policy and to the Policy and Procedures on Academic Appointments(the "PPAA") as set out in the terms and conditions of this Memorandum of Settlement such that the new Policy and the amended PPAA will become effective January 1, 2021, if approved by Governing Council.
3. The parties agree that the new Policy referred to in paragraph 2 is attached hereto as Appendix A.

4. The parties agree that the Transition Framework related to the new Policy is attached hereto as Appendix B.
5. The parties agree that the amendments to the PPAA referred to in paragraph 2 above are attached hereto as Appendix C.
6. It is understood and agreed that the terms and conditions of this Memorandum of Settlement and/or Appendix A, B or C attached hereto are intended to be and shall remain strictly confidential and will not be disclosed before May 31, 2020. It is understood and agreed that UTFA will be providing a copy of this Memorandum of Settlement to members of UTFA Council after 4 pm on May 14, 2020 on the understanding that all members of UTFA Council will be bound by this confidentiality clause and that UTFA will advise them accordingly. Vice-Provost, Faculty & Academic Life Heather Boon and UTFA President Cynthia Messenger will discuss and agree on the timing of the public announcement regarding same.
7. This Memorandum of Settlement is made without prejudice or precedent to the rights of the University or the Association in any other matter.
8. This Memorandum of Settlement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email PDF signatures, shall be construed together, and shall constitute one and the same agreement.

FOR THE UNIVERSITY



Heather Boon

Vice-Provost, Faculty & Academic Life

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FOR UTFA



UTFA President

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**APPENDIX "A"**

**May 7, 2020 U OF T AND UTFA WITHOUT PREJUDICE AND CONFIDENTIAL  
FACILITATION REGARDING THE PART-TIME POLICY**

**SUBJECT TO FINAL AGREEMENT ON ALL UNRESOLVED ISSUES**

**UNIVERSITY MAY 7, 2020 PROPOSAL THROUGH FACILITATOR KAPLAN**

**U OF T PROPOSAL**

**Created by accepting all track changes in the University's April 24, 2020  
proposal and new amendments in track changes.**

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University of Toronto  
Governing Council

Policy and Procedures on Employment Conditions  
of Part-time Faculty

[Date], 2019

To request an official copy of this policy, contact:

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#### Policy and Procedures on Employment Conditions of Part-time Faculty

Part-time faculty appointed under this Policy are “faculty members” for the purposes of the Memorandum of Agreement between the University and the Association and accordingly the provisions of Article 5: Academic Freedom and Responsibilities of that Memorandum of Settlement apply to part-time faculty members appointed under this Policy.

This policy does not apply to tenure stream or continuing status teaching stream faculty members who must be appointed under the Policy and Procedures on Academic Appointments (“PPAA”). Other part-time faculty appointments are made under this policy as referred to in the Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association (“the Memorandum of Agreement”).

A part-time appointment is one that does not exceed 75 per cent of full-time employment and is not less than 20 per cent of full-time employment<sup>1</sup>. When an appointment is considered to be part-time, the fraction of the time for which the individual is to be appointed shall be computed on the basis of the expected workload of the individual divided by the workload of a comparable full-time faculty member over the period of employment.

(1) Appointments at all part-time ranks shall normally be one year's length in duration but may also be up to two year's length in duration.

(2) (a) Appointments may be made to any academic rank on a part-time basis.

(b) Appointment to the ranks of Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; Professor, Teaching Stream; Assistant Professor; Associate Professor or Professor should be reserved for those individuals who bear a similar responsibility in terms of teaching, research/scholarship and service, to full-time appointments.

(c) Divisions wishing to describe part-time professorial appointments as adjunct or visiting may retain the title but the rank shall also be specified, e.g., Adjunct Assistant Professor.

(3) Grievance procedures for part-time faculty members shall be pursuant to Article 7 of the Memorandum of Agreement.

(4) An appointment may be renewed for one or two years at the option of the department and the part-time faculty member should not expect continuation of the appointment. In the event an appointment is to be renewed, the department will endeavor to provide written notice of the renewal at least two (2) months in advance of the end date of the appointment, failing which the appointment will end in accordance with its terms. For clarity, failure to provide at least two months' written notice does not preclude the renewal of the appointment at a later time. There shall be no more than six (6) successive annual appointments or successive appointments

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<sup>1</sup> The 20% minimum will apply to appointments made after these amendments become effective. Those currently appointed at less than 20% will be grandparented for the full term of their employment with the University. For clarity, part-time faculty members appointed at less than 20% when the new part-time policy becomes effective would be covered by the transitional provisions and the new part-time policy in the same way as their colleagues with appointments greater than 20% except that the requirement that part-time appointments not be less than 20% of full-time employment would be waived.



totaling six years before the part-time faculty member will be considered for continuing appointment in accordance with 7(a) below.

(5) All part-time faculty members shall be eligible for participation in the pension plan according to present policy. In addition, part-time faculty members holding appointments of 25 per cent or more shall be eligible for other benefits on a pro-rated basis.

(6) All part-time faculty members are eligible for consideration for PTR awards in accordance with the relevant policies and procedures on a pro-rated basis.

(7)

(a) During the sixth (6<sup>th</sup>) year of a period of successive one year and/or two year appointments, a part-time faculty member will be considered for continuing appointment as a part-time faculty member in accordance with (b) below on the terms set out in this policy.

(b) Where a part-time faculty member is being considered for continuing appointment pursuant to (a) above, the part-time faculty member must be reviewed during the sixth (6<sup>th</sup>) year of a period of successive one-year and/or two-year appointments, with the review to be conducted before December 31. If the review is successful the part-time faculty member will be provided continuing appointment as a part-time faculty member at the same percentage appointment as the part-time member's contract at the time the review was conducted unless the part-time faculty member and the unit head (with the approval of the division head and the Vice-President & Provost) agree to a different percentage. If the review is not successful, the part-time faculty member's contract will end in accordance with its terms and this Policy and will not be renewed. The review shall be the same as that of interim review for Assistant Professor and probationary review for Assistant Professor, Teaching Stream, pursuant to the relevant provisions of the PPAA, it being understood that the part-time faculty member is expected to have made achievements in teaching and research/scholarship during the course of their

employment. Significant service contributions may also be considered.. The review committee should consider two questions:

(i) Has the part-time faculty member's performance been sufficiently satisfactory for a continuing appointment to be recommended?

(ii) If a continuing appointment is recommended, what counselling should be given to the part-time faculty member to assist them to improve areas of weakness and maintain areas of strength?

(c) Where a part-time faculty member appointed under this policy was previously employed at the University in a Contractually Limited Term Appointment (CLTA) position in the same academic unit as their part-time faculty appointment, years of CLTA appointment shall normally be included when determining the application of this policy to that part-time faculty member. For example: a faculty member who had served five successive years in a CLTA position in the same academic unit could be appointed to a one year contract and considered for continuing employment in accordance with (b) above during what would be for the purposes of this policy their sixth successive year.

(d) Review for Continuing Appointment

Where there is a review for a continuing appointment and the review is not successful and the part-time faculty member will not be offered a continuing appointment, the non-continuation or non-renewal of the part-time appointment cannot be the subject of a grievance under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement. A claim that the non-renewal of a part-time appointment breached Article 9: No Discrimination of the Memorandum of Agreement or was made in bad faith or as a reprisal for the exercise of academic freedom may be appealed. In the multi-departmental divisions, the appeal will be considered by the Principal or Dean. In other divisions, the appeal will be considered by a Principal or Dean designated for this purpose by the Vice-President & Provost. Where the appellant is cross-appointed, the person to hear the appeal will be determined according to the division in which the appellant holds their primary appointment. Appeals must be made in writing within fifteen (15) working days of the non-renewal of the part-time appointment and the appellant informed of the decision within twenty (20) working days of the appeal. The decision of the Principal or Dean may be appealed to the Vice-President & Provost within ten (10) days. The Vice-President & Provost's decision will be final and cannot be grieved under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.

(e) Exceptions to the requirement that employment be successive can be made by the Vice-President & Provost.

(8) Part-time faculty members appointed under this policy shall normally be expected to participate in departmental administrative activities as appropriate unless otherwise agreed to in writing with the unit head. The contribution will be proportionately reduced in accordance with their full-time equivalency. Such service will be assessed as part of the annual merit process.

(9) A faculty member on 50 percent or greater appointment shall be entitled to apply for research and study leave in accordance with the provisions of the Memorandum of Agreement.

(10) Part-time faculty members appointed under this policy shall be eligible for appointment to the graduate faculty upon recommendation of the unit head to the Dean of the School of Graduate Studies under the same terms as full-time faculty in their division. Whether a faculty member is full or part time does not affect eligibility to act as a Principal Investigator or their eligibility to apply for grants or awards provided they are otherwise eligible.

(11) The criteria and procedures for promotion through the ranks shall be the same as for full-time faculty members with an appropriately reduced expectation as to the quantity of work.

(12) Delay in Review

Part-time faculty members who are scheduled to be considered for continuing appointments pursuant to 7(a) above may make a written request for delay in their review for continuing appointment due to pregnancy and/or parental or adoption leave or serious circumstances beyond their control such as illness or injury. The leave or serious circumstances must have occurred during their appointment as a part-time faculty member.

Delays may be granted for one year, but not more than two years, with the written approval of the Vice-President & Provost. Written requests by a part-time faculty member for further delays based on the provisions of the *Ontario Human Rights Code* as amended from time to time will be considered by the Vice-President & Provost on a case-by-case basis, it being understood and agreed that such requests must be made by the member in writing at the earliest opportunity (i.e. as soon as a part-time member knows or reasonably ought to know that their review for continuing appointment may warrant a delay based on the provisions of the *Code*.)

(13) Termination of Employment

1. Termination other than for Cause

(a) Term limited appointments will terminate automatically in accordance with their terms unless previously renewed in writing. Acceptance of a term limited appointment constitutes written receipt of notice that the employment will terminate on the end date as set out in the appointment, except as otherwise provided above.

(b) The continuing appointment of a faculty member appointed under this policy may be terminated by the University for reasons that do not amount to cause for termination.

When the University decides to terminate a continuing appointment without cause, the part-time faculty member will be provided with two (2) months' working notice of termination plus, at the end of the period of working notice, severance pay on the basis of one (1) month's pay per completed year of continuous service\* with the University, to a maximum of twenty-two (22) months\*\* (i.e. a combined maximum of working notice and severance pay of twenty-four (24) months). In no case will an employee receive less working notice or compensation in lieu thereof than the minimum working notice required under the Employment Standards Act, 2000 as amended from time to time (the "ESA") or less severance pay than the severance pay, if any, required under the ESA. Notice of termination shall be in writing. Severance pay will be based on the faculty member's salary at the time the two (2) months' working notice is provided or the average of the faculty member's salary over the preceding thirty-six (36) months, whichever is greater.

\*Continuous service is defined as years of service that are counted under this Policy for which the faculty member has not previously received any severance pay under this Policy; or, solely for the purposes of calculating severance pay under the Employment Standards Act, as defined by the Employment Standards Act.

\*\* If two (2) months' working notice of termination is not provided, then severance pay would be up to a maximum of twenty-four (24) months.

All benefits coverage and pensionable service ceases the later of the date that the termination takes effect or the end of the minimum notice period required under the Employment Standards Act.

Termination of a continuing appointment without cause cannot be the subject of a grievance under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement. A claim that a termination of continuing appointment breached Article 9: No Discrimination of the Memorandum of Agreement or was made in bad faith or as a reprisal for the exercise of academic freedom may be appealed. In the multi-departmental divisions, the appeal will be considered by the Principal or Dean. In other divisions, the appeal will be considered by a Principal or Dean designated for this purpose by the Vice-President & Provost. Where the appellant is cross-appointed, the person to hear the appeal will be determined according to the division in which the appellant holds their primary appointment. Appeals must be made in writing within fifteen (15) working days of written notice of termination of continuing appointment without cause and the appellant informed of the decision within twenty (20) working days of the appeal. The decision of the Principal or Dean may be appealed to the Vice-President & Provost within ten (10) days. The Vice-President & Provost's decision will be final and cannot be grieved under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.

## 2. Termination for Cause

At any time, the appointment of a part-time faculty member may be terminated for cause, including incompetence, persistent neglect of duty, wilful or gross misconduct, without notice or pay in lieu of notice or severance.

A decision to terminate a part-time faculty member for cause may be appealed. Appeals shall follow the Grievance Procedure set out in Article 7 of the Memorandum of Agreement commencing at Step 3. Appeals must be in writing by the part-time faculty member within fifteen (15) working days of receipt of notice of termination.

(14) The foregoing policy and procedures shall not apply to part-time academic clinical staff in Dentistry and Medicine.

Approved by the Governing Council June 17, 1976

Section 4 of the 1976 Policy approved by the Governing Council September 23, 1976

Section 8 of the 1976 Policy was amended to reflect Article 4 (a), (b) and (c) of the Memorandum of Agreement with UTFa as amended effective July 1, 1991, approved by the Business Board, with the concurrence of the Academic Board June 6, 1991.

Section 8 of the 1976 Policy was amended to reflect Article 4 (d) of the Memorandum of Agreement with UTFa, approved by the Business Board on March 7, 1994.

As amended following facilitated negotiations with UTFa approved by \_\_\_\_\_, effective [date].

**APPENDIX “B”**

**MAY 7, 2020 CONFIDENTIAL AND WITHOUT PREJUDICE UNIVERSITY OF TORONTO AND UTFA – REVISED TRANSITION FRAMEWORK –**

**U OF T PROPOSAL**

**May 7, 2020 4 pm proposal**

All track changes in University’s May 7, 2020 afternoon proposal accepted, further revisions to same in track changes.

**U of T and UTFA – Confidential and Without Prejudice Facilitated Discussions with William Kaplan on Part-time Policy  
University Transition Framework Proposal**

This proposal is conditional on UTFA’s agreement to the University’s most recent May 1, 2020 proposal regarding the new Policy

1. Provided the new Policy as agreed to by representatives of the University Administration and UTFA and approved by UTFA council is approved by the Governing Council, these transitional provisions would apply on January 1, 2021.
2. As a transitional issue, any part-time faculty member who meets the criteria in paragraph 3 below (i.e. appointed in the same unit for 8 or more years, normally without a break in employment of more than 1 year) or in paragraph 4 below (i.e. appointed in the same unit for 5 or more years and less than 8 years, normally without a break in employment of more than 1 year) on May 7, 2020 (and provided the new Policy is approved by UTFA Council and that the new Policy is ultimately approved by Governing Council) and whose contract is not renewed will be entitled to notice and severance pay under clause (13)1(b) of the new Policy as if they had been terminated without cause under that clause of the new Policy. Where any such part-time faculty member received written working notice of non-renewal before May 7, 2020 and/or severance pay, the period of working notice and/or severance pay received will reduce the amount of notice and severance pay owing, provided that in no case will such a part-time faculty member receive severance pay in an amount less than any severance pay entitlement under the ESA. Working notice does not reduce the amount of severance pay. For example, if before May 7, 2020 a part-time faculty member appointed in the same unit for 10 years received 3 months of written working notice of non-renewal they would

be entitled to receive severance pay in an amount equivalent to 10 months' pay less required deductions.

3. The following transition provisions will apply to part-time faculty members appointed in the same unit for 8 or more years, normally without a break in employment of more than 1 year:

(a) Any part-time faculty member who meets these criteria on January 1, 2021 and whose contract in effect on that date is renewed will be deemed to have a continuing appointment under the new Policy without a review. The part-time faculty member's continuing appointment will be at the same percentage appointment as the part-time faculty member's current contract unless the part-time faculty member and the Unit Head (with the approval of the Division Head and the Vice-President and Provost) agree to a different percentage.

(b) Any part-time faculty member who meets these criteria on January 1, 2021 and whose contract in effect on that date is not renewed will, at the end of that contract, be entitled to working notice and severance pay under clause (13)1(b) of the new Policy as if they had been terminated from a continuing appointment without cause under that clause of the new Policy. Non renewal of a contract cannot be the subject of a grievance under the grievance procedure set out in Article 7 of the Memorandum of Agreement. A claim that non renewal of a contract breached Article 9: No Discrimination of the Memorandum of Agreement or was made in bad faith or as a reprisal for the exercise of academic freedom may be appealed. In the multi-departmental divisions, the appeal will be considered by the Principal or Dean. In other divisions, the appeal will be considered by a Principal or Dean designated for this purpose by the Vice-President & Provost. Where the appellant is cross appointed, the person to hear the appeal will be determined according to the division in which the appellant holds their primary appointment. Where written notice of non-renewal is provided appeals must be made in writing within fifteen (15) working days of written notice of non-renewal or otherwise within fifteen (15) working days of the end of the contract and the appellant informed of the decision within twenty (20) working days of the appeal. The decision of the Principal or Dean may be appealed to the Vice-President & Provost within ten (10) working days. The Vice-President & Provost's decision will be final and cannot be grieved under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.



4. The following transition provisions will apply to part-time faculty members appointed in the same unit for 5 or more years and less than 8 years, normally without a break in employment of more than 1 year:

(a) Any part-time faculty member who meets these criteria on January 1, 2021 and whose contract in effect on that date is renewed will be considered for a continuing appointment under the new Policy on the same basis as if they were in the sixth year of an appointment under the new Policy (i.e. a review for a continuing appointment). If the review is successful the part-time faculty member will have a continuing appointment. The part-time faculty member's continuing appointment will be at the same percentage appointment as the faculty member's current contract unless the part-time faculty member and the Unit Head (with the approval of the Division Head and the Vice-President & Provost) agree to a different percentage. If the review is not successful the part-time faculty member will not be offered a continuing appointment and will at the end of their contract be entitled to working notice and severance pay under clause (13)1(b) of the new Policy as if they had been terminated from a continuing appointment without cause under that clause of the new Policy. The non-continuation or non-renewal of the part-time appointment cannot be the subject of a grievance under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement. A claim that the non-renewal of a part-time appointment breached Article 9: No Discrimination of the Memorandum of Agreement or was made in bad faith or as a reprisal for the exercise of academic freedom may be appealed. In the multi-departmental divisions, the appeal will be considered by the Principal or Dean. In other divisions, the appeal will be considered by a Principal or Dean designated for this purpose by the Vice-President & Provost. Where the appellant is cross appointed, the person to hear the appeal will be determined according to the divisions in which the appellant holds their primary appointment. Appeals must be made in writing within fifteen (15) working days of written notice of non-renewal and the appellant informed of the decision within twenty (20) working days of the appeal. The decision of the Principal or Dean may be appealed to the Vice-President & Provost within ten (10) working days. The Vice-President & Provost's decision will be final and cannot be grieved under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.

(b) Any part-time faculty member who meets these criteria on January 1, 2021 and whose contract in effect on that date is not renewed will at the end of their current contract be entitled to working notice and severance pay under clause (13)1(b) of the new Policy as if they had been terminated from a continuing appointment without cause under that clause of the new Policy. Non-renewal of a contract cannot be the subject of a grievance under the grievance procedure set out in Article 7 of the Memorandum of Agreement. A claim that the exercise of discretion breached Article 9: No Discrimination of the Memorandum of Agreement or was made in bad faith or as a reprisal for the exercise of academic freedom may be appealed. In the multi-departmental divisions, the appeal will be considered by the Principal or Dean. In other

divisions, the appeal will be considered by a Principal or Dean designated for this purpose by the Vice-President & Provost. Where the appellant is cross appointed, the person to hear the appeal will be determined according to the division in which the appellant holds their primary appointment. Where written notice of non-renewal is provided appeals must be made in writing within fifteen (15) working days of written notice of non-renewal or otherwise within fifteen (15) working days of the end of the contract and the appellant informed of the decision within twenty (20) working days of the appeal. The decision of the Principal or Dean may be appealed to the Vice-President & Provost within ten (10) working days. The Vice-President & Provost's decision will be final and cannot be grieved under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.

5. For part-time faculty who on January 1, 2021 have been appointed for less than 5 years, the new Policy takes effect automatically on the start date of the new appointment if they receive another part-time appointment on or after January 1, 2021. For example, if a part-time faculty member had an initial one year contract from July 1, 2020 to June 30, 2021 and they were offered and accepted another part-time appointment in the same unit starting on July 1, 2021 the new Policy would apply to them on July 1, 2021 and at which time they would have completed 1 year of appointment in the unit for the purposes of the new Policy.

6. The ranks and titles of part-time teaching stream faculty members will change from the current titles of Lecturer and Senior Lecturer to Assistant Professor, Teaching Stream and Associate Professor, Teaching Stream respectively on the date the new Policy is approved by Governing Council.

7. Part-time faculty members appointed under the current Policy and Procedures on Employment Conditions of Part-time Faculty who are currently appointed at less than 20% will be grand parented for the full term of their employment with the University. The 20% minimum will apply to appointments made after these amendments become effective. For clarity, part-time faculty members appointed at less than 20% when the new part-time policy becomes effective would be covered by the transitional provisions and the new part-time policy in the same way as their colleagues with appointments greater than 20% except that the requirement that part-time appointments not be less than 20% of full-time employment would be waived.

8. Individuals who held a tenured or continuing status full-time appointment and who under the current Policy and Procedures on Employment Conditions

of Part-time Faculty changed to a tenured or continuing status appointment part-time under paragraph (5) of that Policy may continue in their tenured or continuing status appointments part-time. As a transitional provision, faculty members who changed from full-time to part-time within the 2 years preceding the effective date of the new Policy will have a time-limited one-time option to revert to their full-time status. This option is to be exercised within 3 months of the date the new Policy becomes effective. The Administration will contact all faculty members eligible to exercise this option to inform them of the option. For other faculty alteration of their percentage of appointment may occur only with the consent of the faculty member and the unit head, the division head, and the Vice-President and Provost.

9. Full-time faculty members who currently have approved part-time arrangements of limited duration will be grand parented until the end of that arrangement after which time future requests for part-time arrangements shall be considered under the relevant provisions of the new Policy. Time spent in part-time arrangements prior to the effective date of the new Policy shall not be counted toward the three-year maximum in clause 5 of the new Policy.

10. Years served in the same unit under the current Policy and Procedures on Employment Conditions of Part-time Faculty and years served as a CLTA faculty member in the same unit, without any break in employment of more than 1 year, will "count" under the new Policy (e.g. when determining timing for a review for continuing employment).

11. In no case will an employee who is terminated or whose contract is not renewed receive less working notice or compensation in lieu thereof than the minimum working notice or compensation in lieu thereof required under the ESA or less severance pay that the severance pay, if any, required under the ESA.

12. The year in which the parties reach agreement "counts" in the calculation of the number of years the part-time faculty member has been appointed. Someone who is completing their 8<sup>th</sup> year of employment, for example, is considered to have been appointed for 8 years or more for the purposes of paragraph 2 above.

FOR THE UNIVERSITY

Per: \_\_\_\_\_

\_\_\_\_\_ Date

A handwritten signature in black ink, appearing to read "C. A. Messenger", is written over the signature line.

FOR UTFA	May 7, 2020
Per: UTFA President	Date

**APPENDIX "C"**

WITHOUT PREJUDICE UNIVERSITY PROPOSAL

Re: Part-time Amendments to PPAA      September XX, 2019

c)      Tenure Stream

A part- time appointment is one that does not exceed 75 percent of full-time employment.

Individuals holding a tenured full-time appointment may, with the agreement of the unit head and the appropriate division head, and with the approval of the Vice-President & Provost, reduce their appointment to part-time. Requests for such a reduction in percentage of appointment shall not be unreasonably denied by the University.

Appointments shall not normally be reduced to less than 20% FTE. Reductions in percentage of appointment shall not normally exceed three (3) consecutive years, unless the basis for the reduction is an accommodation under the Ontario Human Rights Code.

Unless the basis for a reduction in percentage of appointment is an accommodation under the Ontario Human Rights Code, a reduction in percentage of appointment shall not exceed three (3) consecutive years, and the faculty member must return to a full-time appointment at the expiry of the term of reduction in percentage appointment unless the reduction is extended in writing with the agreement of the faculty member, and the agreement of the unit head and the appropriate division head, and with the approval of the Vice-President & Provost.

d)      Continuing Status Teaching Stream

A part- time appointment is one that does not exceed 75 percent of full-time employment.

Individuals holding a continuing status teaching stream appointment may, with the agreement of the unit head and the appropriate division head, and with the approval of the Vice-President & Provost, reduce their appointment to part-time. Requests for such a reduction in percentage of appointment shall not be unreasonably denied by the University.

Appointments shall not normally be reduced to less than 20% FTE. Reductions in percentage of appointment shall not normally exceed three (3) consecutive years,

unless the basis for the reduction is an accommodation under the Ontario Human Rights Code.

Unless the basis for a reduction in percentage of appointment is an accommodation under the Ontario Human Rights Code, a reduction in percentage of appointment shall not exceed three (3) consecutive years, and the faculty member must return to a full-time appointment at the expiry of the term of reduction in percentage appointment unless the reduction is extended in writing with the agreement of the faculty member, and the agreement of the unit head and the appropriate division head, and with the approval of the Vice-President & Provost.