C O L L E C T I V E A G R E E M E N T

between

THE BOARD OF GOVERNORS OF
TORONTO METROPOLITAN UNIVERSITY

and

THE FACULTY ASSOCIATION

In force until June 30, 2029

CONTACT INFORMATION

For the Union	**For the University**
THE FACULTY ASSOCIATION Mailing address: 350 Victoria Street Toronto, ON M5B 2K3 Campus Location: 40/50 Gould Street – Room 46 Kerr Hall South Phone: 416-979-5186 Email: tfa@torontomu.ca www.tfanet.ca <u>President</u> Dr. Jesmen Mendoza Centre for Student Development and Counselling Email: j5mendoz@torontomu.ca	TORONTO METROPOLITAN UNIVERSITY 350 Victoria Street Toronto, ON M5B 2K3 Office of the Vice-Provost, Faculty Affairs 16th Floor, 1 Dundas Street West Phone: 416-979-5101 Email: vpfa@torontomu.ca www.torontomu.ca/faculty-affairs <u>Vice-Provost, Faculty Affairs</u> Dr. Patrizia Albanese Email: palbanes@torontomu.ca

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 10
ARTICLE 2 TERMS OF AGREEMENT 14
2.1 GENERAL 14
2.2 CONCILIATION 14
2.3 ARBITRATION 15
2.4 MEMBERSHIP IN THE ASSOCIATION 16
2.5 GRANDPARENTING PROVISIONS 16
ARTICLE 3 RECOGNITION, RIGHTS AND PRIVILEGES OF THE ASSOCIATION 18
3.1 RECOGNITION & RIGHTS 18
3.2 PRIVILEGES 18
ARTICLE 4 HIRING 19
4.1 DEPARTMENT HIRING COMMITTEE 19
4.2 RECRUITMENT AND SELECTION PROCESS 21
4.3 APPOINTMENTS TO THE PRE-TENURE FACULTY 24
4.4 PROFESSORIAL RANKS 26
4.5 ACTING ASSISTANT PROFESSORS 27
4.6 APPOINTMENTS: NON-TENURE STREAM FACULTY 28
4.7 APPOINTMENTS: ACADEMIC ADMINISTRATIVE FACULTY 30
4.8 LETTER OF APPOINTMENT 32
4.9 ACADEMIC CHAIRS 33
4.10 APPOINTMENTS - INTERDEPARTMENTAL TRANSFERS OF FACULTY 35
4.11 SPOUSAL APPOINTMENTS 35
ARTICLE 5 EVALUATION 37
5.1 DEPARTMENT EVALUATION COMMITTEE 37
5.2 FACULTY TENURE COMMITTEE 38
5.3 FACULTY PROMOTION COMMITTEE 39
5.4 PROVISIONS APPLYING TO THE DEC, TO THE FTC AND TO THE FPC 41
5.5 TEACHING ASSESSMENTS 42
5.6 YEAR END ASSESSMENT REPORT 44
5.7 TRANSFER TO THE TENURED FACULTY 44
5.8 TENURE DOSSIER 46
5.9 INTERMEDIATE REVIEW 48
5.10 NORMAL TENURE REVIEW 48
5.11 FINAL TENURE REVIEW 53
5.12 PROMOTION TO ASSOCIATE PROFESSOR 54
5.13 PROMOTION TO PROFESSOR 54
ARTICLE 6 LEAVES OF ABSENCE 60

6.1 LEAVES WITH PAY FOR TENURED FACULTY MEMBERS 60
6.2 LEAVES WITHOUT PAY 64
SPECIAL LEAVES 65
6.3 COMPASSIONATE AND BEREAVEMENT LEAVE 65
6.4 PREGNANCY, ADOPTION AND PARENTAL LEAVE 65
6.5 PREGNANCY LEAVE 65
6.6 ADOPTION LEAVE 67
6.7 PARENTAL LEAVE 68
6.8 SPECIAL LEAVE 69
6.9 POLITICAL LEAVE 69
6.10 FACULTY EXCHANGE LEAVES 71
6.11 LEGAL LEAVE 72
6.12 SICK LEAVE 72
6.13 SECONDMENTS 73
ARTICLE 7 OBLIGATIONS 74
7.1 JOINT OBLIGATIONS OF THE ASSOCIATION AND THE BOARD 74
7.2 OBLIGATIONS OF THE BOARD 74
7.3 OBLIGATIONS OF FACULTY MEMBERS 74
7.4 OUTSIDE PROFESSIONAL ACTIVITIES 75
ARTICLE 8 NON DISCRIMINATION 78
ARTICLE 9 GRIEVANCES 79
9.1 GENERAL 79
9.2 TIME LIMITS 79
9.3 ASSOCIATION GRIEVANCE PROCEDURE ON BEHALF OF A MEMBER OR GROUP OF MEMBERS 80
9.4 UNIVERSITY AND ASSOCIATION POLICY GRIEVANCE PROCEDURES 81
9.5 ARBITRATION 81
ARTICLE 10 WORKLOAD 83
WORKLOAD PROVISIONS - MODE I 83
10.1 ASSIGNED TEACHING AND RELATED WORKLOAD 83
10.2 STUDENT CONTACT HOURS 85
10.3 PERMISSIBLE REASONS FOR REFUSAL OF TEACHING ASSIGNMENTS 85
10.4 REDRESS FOR ACTUAL WORKLOAD INFRACTIONS 86
10.5 CLASS OR SECTION SIZE 87
10.6 WORKLOAD INTERPRETATIONS 87
10.7 DECREASED TEACHING LOAD 87
10.8 VOLUNTARY REDUCED WORKLOAD 87
10.9 WORKLOAD OPTIONS 89
10.10 CHANGES TO THE PROVISIONS OF MODE I 90

WORKLOAD PROVISIONS - MODE II 90
10.11 ACADEMIC DUTIES AND RESPONSIBILITIES 90
10.12 TEACHING DUTIES 91
10.13 SRC DUTIES 96
10.14 SERVICE DUTIES 97
10.15 VOLUNTARY REDUCED WORKLOAD 98
10.16 THE ACADEMIC YEAR 100
10.17 DEPARTMENTAL/SCHOOL TEACHING STANDARD FOR MODE II TENURE STREAM FACULTY 100
10.18 TEACHING ASSIGNMENTS FOR LIMITED TERM FACULTY 104
10.19 WORKLOAD PROVISIONS – MODES I AND II 104
ARTICLE 11 ACADEMIC FREEDOM 105
ARTICLE 12 BENEFITS 106
12.1 GENERAL PROVISIONS 106
12.2 EXTENDED HEALTH CARE PLAN 106
12.3 VISION CARE 106
12.4 GROUP LIFE INSURANCE 107
12.5 PENSION PLAN 107
12.6 LONG-TERM DISABILITY PLAN (L.T.D.P.) 107
12.7 BUSINESS TRAVEL ACCIDENT INSURANCE 107
12.8 VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE 108
12.9 DENTAL INSURANCE 108
12.10 TUITION WAIVER 108
12.11 BENEFITS FOR RETIRED FACULTY ASSOCIATION MEMBERS OVER 65 108
12.12 BENEFITS FOR RETIRED FACULTY ASSOCIATION MEMBERS UNDER 65 108
ARTICLE 13 SALARIES, INCREMENTS AND ALLOWANCES 109
13.1 SALARIES 109
A. Base Salary Minima 109
B. Starting Salary 109
C. Increments 109
D. Across-the-Board (ATB) 110
E. Career Development Increments (CDI): 110
F. Dual Stream of the Professor Rank 111
13.2 CAREER DEVELOPMENT 111
A. General Provisions 111
B. Career Development Increments 112
C. Career Development Increment Process/Annual Reports 112
13.3 SPECIAL ALLOWANCES 114
13.4 PROFESSORS OF DISTINCTION 114

13.5 SALARY ANOMALY ADJUSTMENTS COMMITTEE 115
13.6 EXTERNAL OFFERS TO CURRENT FACULTY MEMBERS 116
13.7 TERMS AND CONDITIONS OF STARTING SALARY PROVIDED TO THE FACULTY ASSOCIATION 116
13.8 PAY DAY 116
ARTICLE 14 PERFORMANCE AND CONDUCT FILE 117
ARTICLE 15 PROFESSIONAL COUNSELLORS 119
15.1 TERMS AND CONDITIONS OF EMPLOYMENT 119
15.2 DUTIES AND RESPONSIBILITIES OF PROFESSIONAL COUNSELLORS 119
A. Duties and Responsibilities 119
B. Professional Duties 121
C. Service Duties 121
D. Outside Professional Activities 122
15.3 ANNUAL REPORT 123
15.4 SALARIES, INCREMENTS AND ALLOWANCES 123
15.5 VOLUNTARY REDUCED WORKLOAD 125
15.6 APPOINTMENT OF COUNSELLORS 126
A. General 126
B. Counselling Appointment Committee 126
C. Appointment Procedures 127
D. Probationary Period 128
E. Assessment of Probationary Counsellors 129
15.7 LEAVES OF ABSENCE 131
15.8 VACATION FOR PROFESSIONAL COUNSELLORS 132
15.9 PROFESSIONAL DEVELOPMENT TIME 132
15.10 GRIEVANCES 132
15.11 BENEFITS 132
15.12 RETIREMENT 133
15.13 RESIGNATIONS 133
15.14 PERFORMANCE AND CONDUCT FILE 133
15.15 HUMAN RESOURCE REDUCTIONS 133
ARTICLE 16 LIBRARIANS 138
16.1 TERMS AND CONDITIONS OF EMPLOYMENT 138
16.2 DUTIES AND RESPONSIBILITIES OF LIBRARIANS 138
A. Duties and Responsibilities 138
B. Professional Duties 139
C. SRC Duties, and/or Professional Development 140
D. Service Duties 141
E. Outside Professional Activities 142

16.3 ANNUAL REPORT 143
16.4 SALARIES, INCREMENTS AND ALLOWANCES 144
16.5 VOLUNTARY REDUCED WORKLOAD 146
16.6 APPOINTMENT OF LIBRARIANS 147
16.8 LEAVES OF ABSENCE 162
16.9 VACATION FOR LIBRARIANS 166
16.10 PROFESSIONAL DEVELOPMENT TIME 166
16.11 GRIEVANCES 166
16.12 BENEFITS 166
16.13 RETIREMENT 166
16.14 RESIGNATIONS 166
16.15 PERFORMANCE AND CONDUCT FILE 166
ARTICLE 17 MIDWIFERY FACULTY 167
17.1 GENERAL 167
17.2 WORKLOAD PROVISIONS 167
17.3 ROTATION OPTION 168
17.4 SALARY 169
17.5 BENEFITS AND PENSION 169
17.6 VACATION 170
17.7 GRIEVANCES 170
17.8 REDUNDANCY AND LAY-OFF 170
ARTICLE 18 PROFESSIONAL EXPENSE REIMBURSEMENT FUND 171
ARTICLE 19 RESIGNATIONS, EARLY RETIREMENTS, NORMAL RETIREMENTS AND PHASED-IN RETIREMENT PROGRAM 173
19.1 RESIGNATIONS AND RETIREMENTS 173
19.2 PHASED-IN RETIREMENT PROGRAM 174
ARTICLE 20 DISCIPLINE AND DISMISSAL 179
20.1 DISCIPLINE 179
20.2 DISMISSAL 180
20.3 CRIMINAL CHARGES 181
ARTICLE 21 CONFLICT OF INTEREST 182
ARTICLE 22 FINANCIAL EXIGENCY 183
A. PREAMBLE 183
B. DEFINITION 183
C. DECLARING A FINANCIAL EXIGENCY 183
D. THE FEC 184
E. BOARD OF GOVERNORS 186
F. TIME LIMITS 187
ARTICLE 23 REDUNDANCY 188

A. PREAMBLE 188
B. DEFINITION 188
C. INVOKING PROGRAM REDUNDANCY 188
D. THE REDUNDANCY COMMITTEE (RC) 189
E. MANDATE OF THE RC 189
F. IMPLEMENTATION 190
G. TIME LIMITS 191
H. GENERAL 191
ARTICLE 24 LAYOFFS 192
A. GENERAL 192
B. NOTICE OF LAYOFF 194
C. SEVERANCE 194
D. RECALL RIGHTS 194
E. BENEFITS DURING RECALL 196
ARTICLE 25 INTELLECTUAL PROPERTY 197
ARTICLE 26 DUTIES, CONDITIONS OF APPOINTMENT, AND APPOINTMENT OF CHAIRS/DIRECTORS 204
26.1 GENERAL 204
26.2 TERMS OF APPOINTMENT OF A CHAIR/DIRECTOR 207
26.3 APPOINTMENT OF A CHAIR/DIRECTOR 210
26.4 EVALUATION OF CHAIR/DIRECTOR PERFORMANCE 215
ARTICLE 27 VACATIONS 217
APPENDIX A LONG-TERM DISABILITY PLAN (L.T.D.P.) 218
APPENDIX B RE-EMPLOYMENT PROGRAM (LIBRARIANS) 220
APPENDIX C RE-EMPLOYMENT PROGRAM (PROFESSIONAL COUNSELLORS) 222
APPENDIX D WAIVER OF TUITION FOR FACULTY AND DEPENDENTS 224
APPENDIX E RECOGNITION AWARDS 226
APPENDIX F COURSE OPERATIONS SURVEY 229
Memorandum of Understanding – 1 STANDING COMMITTEE ON EMPLOYMENT EQUITY 231
Memorandum of Understanding – 2 ACADEMIC ASSISTANTS 232
Memorandum of Understanding – 3 INTERNAL CROSS APPOINTMENTS FOR FACULTY MEMBERS 233
Memorandum of Understanding – 4 BENEFITS FOR RETIREES 235
Memorandum of Understanding – 5 APPOINTMENTS TO ACADEMIC ADMINISTRATIVE FACULTY POSITIONS ABOVE THE LEVEL OF CHAIR/DIRECTOR 236
Memorandum of Understanding – 6 HEALTH AND SAFETY 237
Memorandum of Understanding - 7 USE OF GENERATIVE AND AGENTIC ARTIFICIAL INTELLIGENCE TECHNOLOGIES 238
Memorandum of Understanding – 8 CHAIRS/DIRECTORS STIPENDS 239
Memorandum of Understanding - 9 PROBATIONARY FACULTY AND LIMITED TERM FACULTY

ASSUMING ACADEMIC ADMINISTRATIVE APPOINTMENTS 240
Memorandum of Understanding - 10 APPOINTMENT OF ASSOCIATE DEAN OF LIBRARIES 241
Memorandum of Understanding – 11 BENEFITS 242
Memorandum of Understanding – 12 OVERLOAD TEACHING 243
Memorandum of Understanding – 13 PROFESSIONAL COUNSELLOR APPOINTMENTS TO THE BRAMPTON CAMPUS 244
Memorandum of Understanding 14 TASK FORCE ON STUDENT ACCOMMODATIONS AND ACADEMIC CONSIDERATIONS 246
Memorandum of Understanding – 15 BRAMPTON CAMPUS AND THE SCHOOL OF MEDICINE 247
Memorandum of Understanding – 16 SPECIAL FUND 248
Memorandum of Understanding – 17 TORONTO METROPOLITAN UNIVERSITY PENSION PLAN 249
Memorandum of Understanding – 18 OUT OF COUNTRY REIMBURSEMENT FUND 250
Memorandum of Understanding – 19 PERFORMANCE AND CONDUCT FILE 251
Memorandum of Understanding – 20 TRAVEL REIMBURSEMENTS 252
Memorandum of Understanding – 21 JOINT COMMITTEE RE: EQUITY IN SALARY 253
Memorandum of Understanding – 22 TOTAL EARNINGS SUPPLEMENTAL PLAN (TESP) 255
Memorandum of Understanding – 23 GENDER AFFIRMATION FUND 256
Memorandum of Understanding - 24 ARTICLE 1.15 DEFINITION 257
Memorandum of Understanding – 25 PROMOTION FOR ASSOCIATE MEMBERS 258
Memorandum of Understanding – 26 HIRING AND EVALUATION OF INDIGENOUS FACULTY MEMBERS, LIBRARIANS AND PROFESSIONAL COUNSELLORS 259
Memorandum of Understanding – 27 TOTAL COMPENSATION 268
Memorandum of Understanding - 28 BENEFIT IMPROVEMENTS 271
Memorandum of Understanding – 29 NEW BENEFIT IMPROVEMENTS IN 2026 ROUND OF NEGOTIATIONS 272
Memorandum of Understanding - 30 LIBRARIAN APPOINTMENTS TO THE BRAMPTON CAMPUS 273

ARTICLE 1 DEFINITIONS

1.1 **ACADEMIC CHAIR** is a distinguished faculty appointment financed in whole or in part by endowment, or by special grant, either from an external source(s) or by the University, or by a combination of the University and external sources.

1.2 **ACADEMIC YEAR** comprises three terms, Fall (September through December), Winter (January through April) and Spring/Summer (May through August), although it is recognized that the end of one term and the beginning of the next may overlap for certain academic and administrative reasons. (Term and semester are used interchangeably in the Agreement and are defined as outlined above).

1.3 **AGREEMENT** is the Collective Agreement negotiated between the Board and the Association as agents for the Faculty, Professional Counsellors and Librarians, and includes Articles 1 to 27, Appendices A to F, and Memoranda of Understanding 1 to 28.

1.4 **ASSOCIATION** is the Faculty Association, the sole and exclusive bargaining agent for Members of the Association as listed in 1.3 above.

1.5 **BOARD** is the Board of Governors of the University.

1.6 **CHAIR** is the Chair of a Department.

1.7 **DEAN** is the Dean of a Faculty/Division or the Dean of Libraries or the Dean of the School of Graduate Studies. **ASSOCIATE DEAN** is the Associate Dean of a Faculty or the Libraries or Associate Dean of the School of Graduate Studies. The Dean may delegate their authority to an Associate Member, as appropriate, with respect to actions they are accountable for as outlined in this Collective Agreement. For clarity, the Dean remains accountable for such delegated decisions.

1.8 **DESIGNATED INDIGENOUS FACULTY AND LIBRARIANS** are defined as those who self-identify as Indigenous and can show lineage and/or acceptance by an Indigenous community. Their claims will be reviewed by the Indigenous Faculty Committee.

1.9 **DIRECTOR** is the Director of a School.

1.10 **EQUITY ADVOCATE** is the (s)elected faculty member, Librarian, or Professional Counsellor in a relevant committee (DHC, DEC, FTC, FPC, LAC, LPC, CAC, Chair Search committee, etc.) who receives additional training and ensures that the committee adheres to the values of equity, diversity, and inclusion (EDI).

1.11 **FACULTY** is a collection of Departments/Schools headed by a Dean.

1.12 **FACULTY MEMBER**: The term member includes all Limited Term Faculty, all Tenured and pre-tenured Faculty (including those on a re-employment program, reduced

workload and/or lay-off status); and including those who are, or have been appointed to supervisory, administrative, and/or developmental positions such as Chair, Director, Associate Dean, Dean, Vice-Provost, Faculty Affairs and Provost and Vice-President, Academic.

1.13 **ASSOCIATE MEMBER**: The term Associate Member includes a faculty member who holds an appointment to an administrative position described in 2.4 D, or a Librarian who holds an appointment to an administrative position described in 2.4 E. While they hold these appointments, only the provision of Article 2.4 (Terms of Agreement – Membership in the Association), Article 4.7 A, B (Appointments: Academic Administrative Faculty), and MOU - 25 (Promotion for Associate Members) shall apply to faculty members who are Associate Members. Only the provisions of Article 2.4 (Terms of Agreement – Membership in the Association), Article 16.6.B, and MOU - 25 (Promotion for Associate Members) shall apply to Librarians who are Associate Members. Other conditions of their service in these functions shall be determined on an individual basis.

1.14 **INCREMENT is the CAREER DEVELOPMENT INCREMENT** awarded annually to a faculty member for satisfactory performance.

1.15 **INDIGENOUS SCHOLARLY, RESEARCH AND CREATIVE ACTIVITY (SRC)** activity is defined as research in any field or discipline that is conducted by, grounded in or engaged with First Nations, Inuit, Métis or other Indigenous nations, communities, societies or individuals, and their wisdom, cultures, experiences or knowledge systems, as expressed in their dynamic forms, past and present. Indigenous research can embrace the intellectual, physical, emotional and/or spiritual dimensions of knowledge in creative and interconnected relationships with people, places and the natural environment. (Social Sciences and Humanities Research Council. Definitions of Terms). [NOTE: see MOU - 30]

1.16 **LIBRARIANS**: The term Librarians includes those people employed as Librarians by the University, except if so employed on a part-time or temporary basis.

1.17 **LIMITED CONTRACT (TEMPORARY) INSTRUCTOR**: For the purpose of this Agreement, the term Limited Contract (Temporary) Instructor includes those instructors hired for instructional duties for a defined period of less than one year. Limited Contract (Temporary) Instructors are not faculty members as defined in 1.12 above and 1.18 below.

1.18 **LIMITED TERM FACULTY (LTF)**: The term Limited Term Faculty includes all faculty members hired for defined periods of not less than one year and not more than a cumulative total of four years.

1.19 **MIDWIFERY FACULTY**:

A. Midwifery faculty are those faculty members who are required, as a condition of their being faculty, to maintain a midwifery practice sufficient to qualify for, and to maintain, current registration with the College of Midwives or another midwifery professional regulating body.

B. Midwifery faculty in the Midwifery Education Program does not include other faculty or instructors (Faculty Association or CUPE, 3904, Unit 1) who teach in this program if they are not:

a) midwives who teach courses and maintain a midwifery practice sufficient to qualify for, and to maintain, current registration with the College of Midwives or another midwifery professional regulating body.

b) hired into the designated “midwifery faculty” positions.

1.20 **MINISTER** is the Minister of Labour of Ontario.

1.21 **NOTIONAL FACULTY ASSOCIATION SALARY**: Notional Faculty Association salary is the annualized base salary for a member of the bargaining unit which designates the gross salary a member is entitled to if engaged in full-time service. Notional salary is a combination of base salary, across-the-board adjustments, Sector Adjustments, Career Development Increments, Anomalies Adjustments and Promotional Adjustments but excludes stipends, administrative allowances, recognition awards and overload payments.

1.22 **PRESIDENT** is the President of the University.

1.23 **PRE-TENURE FACULTY**: The term Pre-tenure Faculty includes all faculty members employed at the University on a career basis who have not been transferred to the tenured faculty.

1.24 **PROFESSIONAL COUNSELLORS**: The term Professional Counsellors includes those people employed as Professional Counsellors by the University, except if so employed on a part-time or temporary basis.

1.25 **SCHOOL OF LAW** refers to the Lincoln Alexander School of Law. In relation to the School of Law, any reference in this agreement to a:

A. "Department/School" shall be read as “School of Law”;

B. “Departmental Hiring Committee (DHC)” shall be read as “School Hiring Committee (SHC)”;

C. “Departmental Evaluation Committee (DEC)” shall be read as “School Evaluation Committee (SEC)”; and,

D. "Chair/Director", shall be read as “Dean or designate” and the duties and responsibilities of the Chair/Director in Article 26.1 will be performed by the Dean or designate; with the necessary modifications.

1.26 **SENIORITY**: Seniority shall be determined by the date upon which continuous employment (as active or Associate members) in the bargaining unit commenced, less periods, exceeding 12 consecutive months, of leaves of absence without pay from the University. The use of seniority as defined herein shall apply solely and exclusively to Article 22 (Financial Exigency), Article 23 (Redundancy), Article 24 (Lay-off), Article 15.15 (Professional Counsellors) and relevant associated Appendices B (Librarians) and C (Professional Counsellors), if applicable.

1.27 **ACADEMIC ASSISTANTS** are persons hired for a defined period to assist faculty members with academic responsibilities.

1.28 **TENURED FACULTY**: The term Tenured Faculty includes all faculty members employed on a career basis who have been awarded tenure by the University.

1.29 **TENURE-STREAM FACULTY**: The term Tenure-stream Faculty includes all pre-tenure and tenured faculty members.

1.30 **UNIVERSITY** is Toronto Metropolitan University.

1.31 **VICE-PROVOST**: Unless otherwise specified, is the Vice-Provost, assigned responsibility for Faculty Affairs by the University.

ARTICLE 2 TERMS OF AGREEMENT

2.1 GENERAL

A. This Agreement shall come into force on the date of last ratification by the Association and the University and is to be in force until June 30, 2029. In the event of conciliation and/or arbitration, the Agreement shall continue in force until a new Agreement is reached.

B. Certain provisions of this Agreement as set out herein continue beyond June 30, 2026.

C. A committee representing the University and a committee representing the Association shall meet at the request of either party to discuss matters of mutual concern.

D. The Agreement may be altered before the date in Article 2.1.A. (Terms of Agreement), only by the mutual written consent of the University and the Association.

E. This Agreement shall be effective as and from the date of last ratification by the Association and the Board of Governors, and shall expire on the 30th day of June 2029. Thereafter, it shall continue in full force and effect for one (1) year and from year to year thereafter unless either party gives to the other party within one hundred and twenty (120) days prior to its expiry, written notice of its desire to amend or terminate this Agreement. Representatives of the parties shall commence negotiations within fourteen (14) days of such notice.

2.2 CONCILIATION

A. At any time after fourteen days from the commencement of negotiations, either party may request the services of a conciliator appointed by the Ontario Minister of Labour, who will endeavour to resolve the outstanding issue(s).

B. In the event that no agreement is reached through the services of the conciliator, they will advise the chairs of both negotiating committees before withdrawing their services.

C. All costs of conciliation proceedings will be shared equally by the University and the Association.

D. By mutual agreement between the parties, the provisions of 2.2 above may be waived.

2.3 ARBITRATION

A. The parties agree to submit any unresolved issue or issues between them to final and binding arbitration in the event that a new Agreement has not been reached within seven (7) days from the date of the withdrawal of the conciliator or from the date of an agreement between them not to seek conciliation, whichever event is the earlier.

B. Arbitration shall be by a single arbitrator appointed by the parties within a further seven (7) days of the date referred to in A. above except that if either of the parties wishes arbitration by a three-person arbitration board, then that party shall notify the other party within fourteen (14) days of the date referred to in paragraph A. hereof, which notice shall contain the name of that party's appointee to the arbitration board. The recipient of the notice shall within fourteen (14) days thereafter inform the other party of the name of its appointee to the arbitration board and the two parties shall, within seven (7) days of the appointment of the second of the appointees, then appoint a third person who shall be the chair.

C. In the event that the parties fail to agree upon a single arbitrator or a chair for an arbitration board, as the case may be, within the time limit therefore, then either party may within a further period of seven (7) days thereof request that the Minister of Labour for Ontario make such appointment.

D. The parties shall each file with the single arbitrator or the arbitration board, as the case may be, a written submission with respect to the unresolved issue or issues together with a statement of the provisions upon which a tentative agreement has been reached and a copy of the previous Agreement.

E. The single arbitrator or the arbitration board, as the case may be, shall make an award in writing which award shall be final and binding on the parties which together with the previously agreed upon provisions shall constitute the new Agreement. The decision of a majority of an arbitration board shall be the decision of said arbitration board, but if there is no majority, the decision of the chair shall govern.

F. Each of the parties shall pay one-half of the remuneration and expenses of the single arbitrator or in the case of an arbitration board, each party shall pay the remuneration and expenses of its own appointee and one-half of the remuneration and expenses of the chair.

G. It is understood and agreed that any person who either is or has been previously employed or engaged in any capacity for either the University or the Association shall not be eligible to serve as single arbitrator or on an arbitration board.

H. It is agreed that neither party shall at any time unilaterally communicate with the single arbitrator or chair of the arbitration board without the knowledge and

consent of the other party and further, that neither party shall so communicate with its respective appointee to the arbitration board after the time that such arbitration board has commenced to hear the case, except as may be necessary for the scheduling or changing of any hearing date(s).

I. The parties by mutual agreement or the single arbitrator or the arbitration board as the case may be, may waive any of the time limits herein contained.

2.4 MEMBERSHIP IN THE ASSOCIATION

A. All members of the faculty shall automatically, as a condition of employment, become and remain members of the Association, as provided in the By-laws of the Association. The University will provide the Association with a list of faculty members, by category of appointment, annually by October 1, and will provide a list of changes in faculty members monthly thereafter.

B. All Professional Counsellors and Librarians shall automatically, as a condition of employment, become and remain members of the Association. The University will provide the Association with a list of Professional Counsellors and Librarians annually by October 1, and will provide a list of changes in these members monthly thereafter.

C. The University agrees to deduct the Association fees each month from the salary of each Association member, and to deduct the initiation fee from the first month's salary of each new member.

D. Faculty members who accept appointment to administrative positions above the title of Chair/Director in the academic stream or who accept appointment to administrative positions in the non-academic administration will normally become Associate Members of the Association for the duration of their appointment. These Faculty members may elect not to maintain their Associate membership as outlined in Article 4.7.A.

E. Librarians who accept appointment to the position of Dean of Libraries or Associate Dean of Libraries or who accept appointment to administrative positions outside the Library in the non-academic administration will normally become Associate Members of the Association for the duration of their appointment. These Librarians members may elect not to maintain their Associate membership as outlined in MOU 10.

2.5 GRANDPARENTING PROVISIONS

As indicated in the respective Articles of the Agreement, the following provisions form part of the Agreement until all faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first, and can be changed only by negotiation and subsequent ratification by

two-thirds of the faculty members hired before January 1, 1992, and working under Mode I of Article 10 (Workload), and not by arbitration:

A. Article 4.4.B., C. and Article 13.1 F. 1. Professorial Ranks;

B. Article 10, Mode I (Workload): Workload.

ARTICLE 3 RECOGNITION, RIGHTS AND PRIVILEGES OF THE ASSOCIATION

3.1 RECOGNITION & RIGHTS

The Board recognizes the Association as the exclusive bargaining agent of the members of the Association.

The Association acknowledges that the University possesses exclusive rights and powers to manage the University as provided in the Toronto Metropolitan University Act, 1977 (amended).

The University agrees that it shall exercise these rights and powers in a fair and reasonable manner consistent with the provisions of this Collective Agreement.

3.2 PRIVILEGES

The Board agrees to provide the Association, free of charge, with the use of serviced and furnished office space comparable to that now provided in Kerr Hall South and access to University services on the same basis as if it were a University Department.

ARTICLE 4 HIRING

4.1 DEPARTMENT HIRING COMMITTEE

A. Each Chair/Director of a Department/School shall establish annually, no later than May 15, for the following academic year, a Department Hiring Committee (DHC), for the recruitment and recommendation for hire of all limited-term and tenure-stream faculty. In the School of Law this committee is referred to as the School Hiring Committee (SHC), and the Chair/Director shall be read as "Dean or designate" and the duties and responsibilities of the Chair/Director in this article shall be carried out by the Dean or their designate.

B. The term of office for members of a DHC shall commence on September 1 and terminate on the following August 31. However, a DHC that has begun a hiring process will see this process through until an appointment has been made or until the Dean has declared the search failed as provided for in Article 4.2.U.

C. The DHC normally consists of five members. The Chair/Director of the Department/School is an ex-officio voting member of the DHC, although they may designate a faculty member from within the Department/School to act as an agent for the Chair/Director. Two faculty members of the Department/School shall be elected by the tenure-stream faculty members of the Department/School, and the Chair/Director shall appoint one faculty member. Following the required Department/School consultation upon approval of a faculty appointment pursuant to 4.2.D., these four members shall appoint an additional tenured faculty member. If the four members cannot appoint a fifth member, because they are evenly split, the choice between the final nominees shall be made in an election, among the tenure-stream members of the Department/School.

D. The size of the DHC can be reduced to three or increased to seven as noted below. In small Departments/Schools the DHC may have only three members, composed of the Chair/Director or designate plus one elected and one appointed member. Where a seven member DHC is deemed appropriate, it will consist of the Chair/Director or designate, four elected members, one member appointed by the Chair/Director, and a seventh member selected by the first six. Normally, any Department/School with 10 or more tenure-stream faculty will have at least five members on the DHC, and any Department/School with more than 25 tenure-stream faculty will have seven members on the DHC.

E. All members of this committee are required to adhere to the values of equity, diversity, and inclusion (EDI). The Chair/Director, in making their appointment to the DHC shall consider the University's equity, diversity and inclusion obligations including those concerning equity-deserving groups, and the fields of expertise of the DHC. In a brief written report to the Dean, the Chair/Director shall explain how the appointments to the committee will serve these goals, including the Equity Advocate selected/elected by the Committee. This report will be

completed and sent to the Dean no later than June 15 of every year. The Dean will forward a copy of this report to the Department/School, the Office of Equity and Community Inclusion, the Association and to the Vice-Provost, Faculty Affairs.

F. Normally, the member appointed by the Chair/Director and the member chosen by the elected and appointed members of the DHC will be members of the Department/School. In exceptional circumstances, where necessary for equity or expertise reasons, one member of the DHC may come from outside the Department/School. In circumstances of an interdisciplinary hiring (where a new faculty hire is approved whose duties will include teaching in and being affiliated with an interdisciplinary program), one member of the DHC may come from outside the Department/School.

G. Elections to the DHC are always by and from the tenure-stream faculty members of the Department/School and shall be completed before the Chair/Director makes their appointment.

H. No more than one pre-tenure faculty member may serve on the DHC, and only when elected, not appointed. Probationers in their first year of service are not eligible. If the Committee has only three members, the only elected member shall not be a pre-tenure faculty member. A member may not be appointed to the DHC for more than two successive terms. Those terms may, however, be preceded or followed by election to the DHC.

I. No later than May 31 of every year, the Chair/Director shall arrange a meeting of the newly constituted DHC at which the members of the new DHC shall elect from amongst themselves a member to serve as Chair of the DHC. Members of the fully constituted DHC will also select/elect an Equity Advocate from among the members on the DHC. As set out in 4.1.E, the newly elected Chair of DHC shall report the names of the members of the DHC, and the name of the person elected as Chair of the DHC, and the name of the Equity Advocate, to the Dean, to the Vice-Provost, Faculty Affairs, and to the President of the Association, no later than June 15.

J. The University shall arrange a training workshop to be held each year in September or October for all DHC members. The workshop shall be conducted jointly by the Association and the University and shall include instruction by the University with regard to the DHC's legal obligations and duties under the Agreement and University policies, including the values of equity, diversity and inclusion. Any DHC member who does not attend the workshop(s) shall not be eligible to be a member of a DHC, except when a member who missed the workshop provides a reasonable explanation for their absence to their Chair/Director (or where it is the Chair/Director of the Department/School who is concerned, to the Dean) in which case the training will be provided. In addition, the University will deliver training workshops for Equity Advocates and for any DHC members who also wish to attend.

K. Should a member need to be replaced for any reason, the replacement shall be chosen in the same manner, that is, by either election or appointment, as the person being replaced. Where necessary, the new member shall attend a special workshop, under the conditions outlined in this Article.

L. Each DHC will have assigned to it, member(s) of the University's Human Resources Department in order to assist the DHC in complying with the terms of this Agreement with respect to the recruitment and selection of faculty members. The Human Resources Department representative(s) will not participate in the deliberations of the DHC and will not attend interviews with potential faculty members. The contribution of the Human Resources Department representative(s) will consist of guidance, coaching and training of members of the DHC, where both the members of the DHC and the Human Resources Department representative(s) see such as appropriate, on the terms of the Agreement and University policy, as they apply to the activities of the DHC.

4.2 RECRUITMENT AND SELECTION PROCESS

A. Each new faculty member shall be appointed by the University on the recommendation of the Dean. The appointment will have been recommended to the Dean by the DHC.

B. The DHC will take into account the University's strong commitment to fostering equity, diversity and inclusion within its community, in all aspects of the recruitment efforts including establishing equity goals for the search, developing a diversity outreach strategy and considering ways to remove barriers to candidates in the recruitment process. The Office of the Vice-President, Equity and Community Inclusion (OVPECI) shall provide to the Equity Advocate and the committee chair relevant information from the University's Employee Diversity Self-ID Data.

C. When approval has been given for a faculty appointment, the Chair of the DHC shall convene the DHC which shall conduct a search for a suitable appointee.

D. The DHC will consult with the faculty members in the Department/School to the extent possible about the requirements of each respective position. Following this consultation, the DHC will develop a draft profile for each position and circulate it to members of the Department/School for their comments. The profile is then submitted by the DHC to the Dean who approves the profile for inclusion in the advertisement for the position. Once the Dean has approved the profile(s), the members of the DHC shall select an additional faculty member, as per 4.1.C. This additional faculty member shall be chosen based on expertise relevant to the approved profile(s). The name of the person selected shall be provided to the Dean, to the Vice-Provost, Faculty Affairs and to the President of the Association.

E. The DHC shall search actively for the strongest possible candidate pool, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion.

F. The advertisement for the position will normally be placed at least in University Affairs and the CAUT Bulletin and it must be posted on the University's website. The DHC is encouraged to place the advertisement in other sites that are appropriate to the discipline and to its outreach and equity goals. The advertisement shall state the Department/School, the expected rank of the appointment, whether it is a limited-term or tenure-stream appointment, preferred qualifications and other pertinent details.

G. Limited-term and tenure-stream appointments shall be posted separately.

H. All advertisements shall stipulate that the position falls under the Faculty Association jurisdiction, and shall include a link to this Agreement, a link to the Faculty Association's website, and a link to the University's Faculty Association Benefits Summary.

I. Notwithstanding the right of individual committee members to seek advice from the Human Resources representative or a representative of the Association, only the Chair of the DHC is authorized to communicate, as appropriate, on behalf of the DHC.

J. The DHC shall make the decision as to which candidates are to be placed on the "preferred candidates' list".

K. The curricula vitae of the preferred candidates are made available to all faculty members in the Department/School and to the Dean.

L. Those on the preferred candidates' list shall be invited for an interview with the DHC and they will also make a presentation to which individuals associated with the Department/School (faculty, instructors, staff, undergraduate and graduate students) are invited. They may meet with other groups or individuals. Where a new faculty hire is approved whose duties will include teaching in and being affiliated with an interdisciplinary program, those on the preferred candidates list will be invited to meet with the Director of the interdisciplinary program, and members of the interdisciplinary program will be invited to attend the candidate's presentation and will be among those who the DHC will solicit input from.

M. The DHC will solicit input from Department/School faculty members who have seen the curricula vitae and/or from people who attended the public presentations before making its final recommendations.

N. Candidates who are members of the Department/School will not be consulted or asked to provide input with respect to clauses K., L., and M. immediately above.

O. If an individual applies to a tenure-stream faculty position and they hold a Limited Term Faculty appointment at the University or formerly held a Limited Term Faculty appointment, the DHC may review the individual's Performance and Conduct File as part of the DHC's consideration of the individual's application. If an individual applies to a tenure-stream faculty position and they hold a Limited Contract (Temporary Instructor) or was formerly a Limited Contract (Temporary Instructor), the DHC may review the individual's Service Record File as part of the DHC's consideration of the individual's application.

P. The DHC shall provide a written report to the Dean, including:

1. A brief account of the recruitment process.

2. A brief statement on how equity, diversity and inclusion obligations were addressed including a report section prepared by the DHC Chair and the Equity Advocate regarding how the hiring was consistent with the obligations and suggested practices provided in DHC training and guides.

3. A recommendation of a single candidate from the preferred candidates' list, along with the curriculum vitae and reasons in support of the recommendation.

4. A recommendation with respect to rank, if other than Assistant Professor, and period of probation, if a reduced probationary period.

5. Any specific recommendations with respect to conditions for professional upgrading, or other expectations the DHC believes the appointee may be required to meet before transfer to tenure.

6. If there is disagreement within the DHC, votes (without names) and an explanation of the disagreement.

Q. If the Dean makes a tentative decision not to accept the committee's recommendation, they will provide reasons in writing, and will request a response in writing from the DHC and/or a meeting. Following this exchange:

1. If the Dean rejects the recommendation of the DHC, the DHC will determine if there is an acceptable second choice. If this is the case, the DHC will provide the Dean with the relevant parts of 4.2.P. above for the candidate.

R. All candidates recommended must be from the preferred candidates' list. In no case may a Dean recommend a candidate not acceptable to the DHC.

S. If a candidate rejects an offer of employment from the University:

1. The DHC will determine if there is an acceptable second choice. If this is the case, the DHC will provide the Dean with the relevant parts of 4.2.P. above for the candidate.

T. The Dean shall forward the DHC report, including a report section prepared by the DHC Chair and the Equity Advocate regarding how the hiring was consistent with the obligations and suggested practices provided in DHC training and guides, along with the Dean's own recommendation, to the Vice-Provost, Faculty Affairs, whose responsibility it is to authorize appointments.

U. Should no suitable candidates be found by the end of this process, the Dean may declare the search failed.

4.3 APPOINTMENTS TO THE PRE-TENURE FACULTY

A. The tenure-stream faculty comprises those faculty members employed on a career basis (Acting, pre-tenured and tenured faculty). Except for the circumstances described in 4.7.B below, they are appointed on the recommendation of a DHC.

B. The number of tenure-stream faculty members (excluding those referred to in 4.7.B) across all ranks will not fall below 72% of the approved faculty complement (i.e. the total faculty FTE).

C. On the advice of the DHC the Dean may recommend to the Vice-Provost, Faculty Affairs that an individual who currently holds a tenured appointment at another recognized university or has commensurate professional experience, be appointed directly to the tenured faculty at the Associate or Professor rank at a salary commensurate with that rank respectively.

D. The DHC may recommend that an individual who currently holds an untenured appointment at another university be appointed to a tenured position at the Associate Professor level. In such circumstances, if the recommendation to hire is received favourably by the Dean, a dossier needs to be prepared by the applicant in accordance with the provisions of Article 5, including the names of five potential external referees who are tenured faculty members and/or expert in the applicant's discipline. No individual may act as an external referee where there is a real or perceived conflict of interest, or where they have been a research partner or collaborator with the applicant within the past five (5) years, or a supervisor of the applicant at any time or who is an employee at the University or at the applicant's current place of employment. The dossier will be forwarded to the DEC, which will undertake a tenure review as expeditiously as possible. The provisions of Article 5, including the consideration of the dossier by the FTC and the VPFA, shall apply (in addition to the provisions of Article 4), with these amendments:

1. The teaching assessments used are those of the candidate's current and previous institutions.

2. The requirements for year-end assessments and intermediate tenure assessments are waived.

3. The dossier will include components on teaching, SRC and service, but where relevant documentation is not available need not adhere in each particular to the format for dossiers specified in Article 5.

The approval of the appointment will be issued once the tenure process is completed.

E. Each successful applicant will normally hold the terminal degree typically held by members of the relevant discipline or profession if any, or, where relevant, will have had commensurate professional experience. Relevant qualifications and academic and professional experience will be recognized pursuant to Article 13.1.B. (Starting Salaries Provisions).

F. Appointments to the tenure-stream faculty under the terms and conditions of this Article for those holding the appropriate terminal degree in their discipline, or equivalent as defined in C above, will normally be to the pre-tenure-stream faculty, at the Assistant Professor rank.

G. For all pre-tenure faculty members their probationary period will normally be six (6) years.

H. Reduction in Probationary Period for Former Limited Term Faculty or Limited Contract (Temporary) Instructors

1. The provisions of paragraph 4.3.G immediately above notwithstanding, when faculty members are hired into the Tenure stream within twelve (12) months after the end of an appointment as either Limited Term Faculty or Limited Contract (Temporary) Instructors in the employ of the University, consideration shall be given to a reduction in the length of their period of probation upon recommendation by the DHC and approval by the Dean. In no case shall a probationary period be less than three (3) years and normally the amount of the reduction to the probationary period will not exceed one year of reduction for every two years of such service.

2. The Association shall be notified of any reduction in the probationary period below six years.

I. Reduction in Probationary Period for External Candidates

1. The provisions of paragraph 4.3.G above notwithstanding, external candidates who have a demonstrated record of relevant teaching experience, service and SRC activity at another post-secondary educational institution, or commensurate professional experience, and former Limited Term Faculty and Limited Term (Contract) instructors who have not been employed by the University in the twelve months and one day, or more, immediately prior to the date of their appointment to a tenure-stream faculty position may be granted a reduction in length of their period of probation upon recommendation by the DHC and approval of the Dean and Vice-Provost, Faculty Affairs.

2. The probationary period may be reduced to three (3) or four (4) years.

3. The Association shall be notified of any reduction in the probationary period below six years.

J. Probationary Period for "Off Step" Hires

1. Tenure-stream faculty whose start date is from January 1st to June 30th shall be referred to as "Off-step" hires with respect to the Normal Tenure Review Process.

2. Off step hires with a probationary period of three (3) years will serve an approximate three and one-half year probationary period in order to place them on the tenure review timeline as outlined in Article 5.

3. Off step hires with a probationary period of four (4) years or longer will have the choice to adjust their probationary period by decreasing or increasing their probationary period by an approximate six (6) months in order to place them on the tenure review timeline as outlined in Article 5. Such election will be confirmed in their letter of appointment. Regardless of whether or not they choose to increase or decrease their probationary period by six months, such members will have the option to elect to be reviewed for tenure commencing May 1st of their fourth probationary year.

4.4 PROFESSORIAL RANKS

A. For faculty members there are three professorial ranks:

1. Assistant Professor

2. Associate Professor

3. Professor

B. Faculty members who attained the rank and title of Professor under the terms of Mode I shall hold such rank and title until their retirement or separation from the University. This clause forms part of the Agreement until all faculty members hired before January 1, 1992 have retired or separated from the University.

C. Clause B above, and this clause, cannot be altered or deleted by arbitration.

4.5 ACTING ASSISTANT PROFESSORS

A. Clause 4.3.E above notwithstanding, where appropriate, applicants without a terminal degree may be considered. Section 4.5 applies to positions where a terminal degree will be necessary for transfer to the tenured faculty. In circumstances in which that degree is not necessary for transfer to the tenured faculty, Section 4.5 does not apply.

B. In some circumstances, a candidate may be appointed who has not yet achieved the terminal degree which would be required pursuant to paragraph 4.3.E above, but whom the DHC and the Dean reasonably expect will achieve it within no more than a two-year period.

C. When a faculty member is appointed with the requirement of completing a terminal degree in accordance with paragraph B above, they will be appointed to the rank of Acting Assistant Professor for a maximum period of two years. If they are awarded the terminal degree within the two-year period, they will be transferred to Assistant Professor on the following July 1 at which time their probationary period will begin. Members who receive their terminal degree in the summer, prior to commencement of teaching in the fall semester, will be transferred retroactively to July 1 of that year. The Faculty Association will be notified at the time of transfer.

D. At the time of transfer to the pre-tenure faculty, the member will receive an increase in base salary equal to one Career Development Increment.

E. The terms of employment of Acting Assistant Professors are those included in this agreement for tenure-stream faculty, with the following exceptions and clarifications:

1. The time in Acting status does not count towards the members' probationary period.

2. They have the normal teaching load for a pre-tenure faculty member in their first or second year as appropriate.

3. They have the service requirement normally expected of a pre-tenure faculty member in their first or second year, as appropriate.

4. The only SRC requirement is the completion of the terminal degree.

5. If and when they apply for transfer to the tenured faculty, their accomplishments in the period of Acting Assistant Professor shall be fully recognized.

6. As per Article 6.1 E, they accrue sabbatical credits at half the normal rate.

7. They will undergo teaching assessments as would a pre-tenure faculty member, pursuant to Article 5.5. Once the member has been transferred to probationary status these assessments will count towards the total required in Article 5.5. However, they will still be assessed at least once per year during each year of their probationary period. As a result, their number of assessments may exceed the range of 8 to 12 assessments in the light of their Acting Assistant period.

8. Acting Assistant Professors may use the designation Assistant Professor in their day-to-day activities and correspondence.

F. If a member in Acting status does not complete the terminal degree within the two year period, their employment will be ended. In such a case, notice shall not be less than six months, or six months' pay in lieu thereof, or a combination of the two.

4.6 APPOINTMENTS: NON-TENURE STREAM FACULTY

A. Limited Term Faculty

1. Appointments to the Limited Term Faculty may be made to replace faculty members on extended leave, or who have been assigned duties outside the Department/School, or to serve in a Department/School where there are specific Department/School workloads that do not require tenure-stream appointments. Appointments to the Limited Term Faculty may require only the teaching and service components of the Academic Duties and Responsibilities described in Article 10 (Workload). Moreover, the service component may be limited to service within the Department/School and/or Faculty.

2. Limited term appointments shall be for defined periods of not less than one but not more than a cumulative total of four years. These appointments shall lapse at their terminal date specified therein and shall not carry with them any expectancy of transfer to the pre-tenure or the tenured faculty. In other respects, Limited Term Faculty members shall be subject to the terms and conditions of employment of pre-tenure faculty as specified in this Agreement, except that the provisions of

Articles 22 through 24 (with the exception of Article 24.B.1 which does apply) and Article 6.1 shall not apply to them.

3. In circumstances where the University takes steps to bring to an end the Limited Term Contract earlier than the originally agreed to terminal date of the LTF contract, the Limited Term Faculty member shall be entitled to the benefits of the notice period set out in Article 24.B.1 (a) and, in addition, a severance payment. The severance payment shall be paid as a lump sum payment and shall be equal to the salary that would have been earned (if any), had the contract remained in effect until the terminal date between the end of the paid notice period under Article 24.B.1 (or pay in lieu) and the original terminal date of the LTF contract.

   The terms and conditions of such appointments shall be reported to the Association in the list referred to in Article 2.4.A. (Terms of Agreement).

4. During each semester of their appointment, a Limited Term Faculty member shall be assessed once for teaching competence, normally by members of the Department/School in which the appointment is held. A Limited Term Faculty member shall have the right to one additional teaching assessment in any given semester. This decision to exercise this right shall be indicated in writing to the Chair of the DEC, at least two (2) weeks before the last date on which teaching assessments are allowed for that semester under the provisions of Article 5. Assessment procedures shall be as those set forth in Article 5.5. Limited Term Faculty members may respond, in writing, to any teaching assessment. Such response shall be placed in the member's Performance and Conduct File.

5. Limited Term Faculty shall file a Faculty Annual Report each year. They will not, however, receive a year-end assessment by the DEC.

6. If, during the period of a Limited Term appointment, a vacancy should occur in the tenure-stream faculty, a Limited Term Faculty member may compete for the appointment.

7. Where a member in a Limited Term Faculty appointment is offered a probationary appointment, the University and the member shall be free to negotiate the starting salary of the probationary appointment. Nonetheless, in no case shall the member's starting salary as a pre-tenure faculty member be less than the salary (including retroactive adjustments) they would have received had they continued in service as a Limited Term Faculty member.

B. Limited Contract (Temporary) Instructors

1. Limited Contract (Temporary) Instructors may be hired to replace faculty members on leave, for special assignments, or for unusually heavy temporary teaching commitments. These appointments will be for a defined period of less than one year. Limited Contract (Temporary) Instructors are not members of the Association. Before hiring such Instructors the University will have first considered, by a process entirely within its discretion, making the work available to a faculty member as a paid overload; however, consistent with Memorandum of Understanding 12 (Overload Teaching), the Administration has no obligation to offer overload teaching assignments to faculty members.

C. Limits to the LTF and Temporary Instructor Complement

1. Defining each tenure-stream position and each Limited Term Faculty member as 1.0 FTE, and every 30 academic course hours of instruction by Limited Contract (Temporary) Instructors as 1.0 FTE, the combined FTE total of appointments made under A. and B. above will not exceed 31.5% of the approved faculty complement (i.e., the total faculty FTE).

2. Should the 31.5% ceiling defined in 1. above be exceeded, the balance will be restored by the creation of additional tenure-stream positions for the following academic year.

3. Accompanying the first list of faculty members following the list of faculty members referred to in Article 2.4 A. (Terms of Agreement) the University will provide information on the FTE total referred to in 1. above on March 1st.

4.7 APPOINTMENTS: ACADEMIC ADMINISTRATIVE FACULTY

A. Tenured Decanal and Associate Decanal Level Appointments:

A tenured faculty member who assumes academic administrative duties above the level of Chair/Director will normally become an associate member of the Faculty Association while they are so employed in an academic administrative role above the level of Chair/Director. Those who elect not to be an Associate Member, will abandon any right of access to, or return to, the bargaining unit represented by the Faculty Association. is an Associate Member of the Association. The terms and conditions for such appointments lie within the University's discretion. A tenured faculty member who assumes academic administrative duties above the level of Chair/Director has the right to teach a maximum of one-half course per academic year in their field of competence. Such tenured faculty members shall have the right, at the end of their term, to return to the normal duties of a tenured faculty member within their Department/School, or, with the agreement of the faculty

member, to another Department/School. The University shall provide to the Association each semester a list of the Associate Members.

B. Non-Tenured Decanal (and Associate Decanal) Level Appointment:

1. A person appointed from outside the bargaining unit to an academic administrative position above the level of Chair/Director shall be assigned simultaneously an academic rank with teaching and/or SRC duties in their academic specialty or in another field in which they are judged to have adequate qualifications. The terms and conditions for such appointments lie within the University's discretion.

2. A person in a probationary position who is appointed to an academic administrative position at the level of Dean (or Associate Dean) shall normally teach a minimum of one-half course per academic year in their field of competence and undertake SRC activities, and this will form the basis upon which their teaching and scholarly effectiveness shall be assessed. The tenure review shall be undertaken by an ad hoc committee consisting of the elected members of the DEC, the Chair/Director and one member appointed by the Provost. The appointments to the ad hoc committee shall be made in accordance with Article 5.1.F This tenure review will examine the teaching and SRC performance in the context of the written expectations of the Provost and Vice-President, Academic (or the administrator's superior). The academic administrative responsibilities shall be assessed in accordance with relevant University policy and procedures. Following the recommendation of the ad hoc committee, the steps of the tenure process are as outlined in Article 5.

3. On the date the pre-tenure academic administrator completes their academic administrative duties, and where the faculty member has completed the requirements of probation and has been recommended by the Ad Hoc Committee for tenured status, and confirmed by the University, then the faculty member shall assume the full scope of duties and obligations of a tenured faculty member, within their original appointing Department/School.

4. In circumstances where a pre-tenure faculty member, who was appointed from outside the tenure-stream faculty to an academic administrative position, resigns from their academic administrative duties, but not from the University, prior to completing the first full term of office, the University will make reasonable efforts to find a full-time workload for that faculty member. If the University is unable to do so, and where the member and the University have reached no agreement concerning the terms of the resignation, the University shall have the right to provide the member with a reduced teaching workload, with reduced salary, at not less than 50% of the normal teaching workload for the

Department/School and shall have the right to continue this reduced workload for the balance of the administrator's originally contracted term of office. This paragraph does not diminish the right of the member to be considered for tenure, where applicable, under the terms of this agreement.

4.8 LETTER OF APPOINTMENT

The Dean shall write a letter of appointment to each person hired containing the terms of the appointment. The letter will include, among other things:

1. The starting date of the appointment.

2. The Department/School and rank.

3. Whether the appointment is for a limited term or in the tenure-stream. In the case of a limited term appointment, the duration of the appointment.

4. For Acting appointees, specific conditions for academic or professional upgrading that are to be met in order for the member to be transferred to the pre-tenure faculty as an Assistant Professor.

5. The annual salary rate. The letter shall make clear that this salary rate is for the applicable appointment year, and will not be increased by any increments during that year which have been, are being or will be negotiated between the University and the Association.

6. In the case of pre-tenure appointees, the probationary period.

7. In the case of pre-tenure appointees, any specific conditions which the appointee is required to meet before transfer to tenure, including those recommended by the DHC and approved by the Dean.

8. That membership in the Faculty Association is a condition of employment.

9. A link to the Faculty Association website, and advice that they may contact the Faculty Association, if they so choose.

10. The website of this Agreement.

11. Any reference within this letter to SRC expectations will be broad and qualitative in nature.

4.9 ACADEMIC CHAIRS

A. An Academic Chair is a distinguished faculty appointment financed in whole or in part by endowment, or by special grant, either from an external source(s) or by the University or by a combination of the University and external sources.

1. While an Academic Chair appointment normally extends over a period of time, appointments to Academic Chair positions are limited term appointments made by the University. Such appointments may be renewable by the University, depending on the specific conditions of individual Academic Chairs.

2. An Academic Chair may be attached to a Department/School, to a Faculty, to two or more Departments/Schools or Faculties, to a graduate program, or to a Research Centre.

3. The process for the appointment of Academic Chairs will be conducted in consultation with the Departmental Hiring Committee of the Department/School/Faculty/Research Centre, although the approval of the DHC is not a precondition to the University making a limited term Academic Chair appointment. However, no Academic Chair shall be appointed to a tenure-stream position without the approval of a DHC as provided for in this Article.

4. Where the appointment is for a tenure stream faculty position, the Parties agree to the following:

a) Where the tenure stream position of an Academic Chair appointment is allocated to a Department/School then the hiring shall be undertaken by the DHC of the Department/School in accordance with the normal processes of 4.2.

b) Where a home Department/School for the tenure stream position of an Academic Chair appointment is not identified, it is agreed that the process below will be followed:

i. An Academic Chair Hiring Committee will be struck by the University Administration which will include representation from the DHC of each potentially engaged Department (or where there are more than three Departments, the three most applicable).

ii. The DHC will elect their representative member on the Academic Chair Hiring Committee having consideration to the focus of the Academic Chair position.

iii. The Faculty Association will be given notice in writing that the Academic Chair Hiring Committee has been struck including the names of the Committee Members and the potentially engaged Departments/Schools.

iv. It is understood that notwithstanding the obligation of confidentiality, DHC members on the Academic Chair Hiring Committee may report back to their local DHC on the progress of the Committee and these reports will be held in confidence.

v. The Academic Chair Hiring Committee is responsible for identifying Preferred Candidate(s) and when this has occurred it will provide the name(s), CVs and application(s) of the Preferred Candidate(s) to members of the DHC in the applicable Department(s)/School(s).

vi. The Academic Chair Hiring Committee, in consultation with the applicable DHCs, will then arrange for the Preferred Candidate(s) to make a public presentation to which individuals associated with the applicable Departments/Schools (faculty, instructors, staff, undergraduate and graduate students) are invited. In order to make their recommendation in (viii) below, the applicable DHC will conduct its own interview with the Preferred Candidate(s). The Preferred Candidate(s) may meet with other groups or individuals.

vii. The applicable DHCs will solicit input from all departmental faculty members before providing its written report.

viii. Following the DHC's meetings, each applicable DHC shall provide a written report to the Academic Chair Hiring Committee, including:

Approval and/or ranked approval of Candidate(s) with reasons in support of its recommendation(s) with respect to rank, if other than Assistant Professor, and period of probation, if a reduced probationary period.

5. Existing practices with respect to the negotiation of the terms and conditions of employment for Academic Chairs to continue and the University may set special allowances and make special compensation arrangements and offer other recruitment and retention inducements for holders of Academic Chair positions.

6. If the faculty member, at the time of appointment to an Academic Chair, held an appointment in the tenure-stream at the University, they retain the

right, upon completion of the appointment to the Academic Chair, to return to their former position.

4.10 APPOINTMENTS - INTERDEPARTMENTAL TRANSFERS OF FACULTY

A faculty member who is assigned courses in another Department/School will remain a member of their original Department/School, unless an authorized permanent transfer is arranged by written mutual agreement of the receiving Department/School and the individual faculty member, or unless a cross appointment is made pursuant to the terms of this Agreement.

In the case of an authorised permanent transfer, a written transfer request is to be submitted by the faculty member seeking the transfer to the Dean of the Faculty into which they seek to transfer. If the Dean receiving the request is supportive of the transfer, taking into consideration the academic needs/priorities and positions available within the Faculty, the Dean will forward the request to the Chair of the relevant DHC of the (potential receiving) Department/School, copying the Chair/Director of the Department/School if they are not the Chair of the DHC.

The potential receiving Department/School's DHC, in conjunction with the Department/School, will collegially determine and document a review process, which at minimum should include the circulation of the CV; facilitate appropriate consultation with departmental colleagues; and hold a vote by secret ballot amongst tenure stream faculty in the department/school. Based on review of relevant documentation, and information gathered through the departmental consultation process, including the vote, the Chair of the DHC will make a recommendation regarding the faculty member's transfer to the Department/School to the Dean, on behalf of the DHC.

In considering the recommendation, the receiving Dean will have access to the Performance and Conduct File of the faculty member seeking the transfer. If approved by the Dean and the Vice-Provost, Faculty Affairs, that recommendation will constitute the written mutual agreement of the receiving Department/School.

4.11 SPOUSAL APPOINTMENTS

Where a candidate who self-identifies as a member of an equity-deserving group has been recommended for a tenure-track or tenured appointment, and the candidate has a spouse or partner who may be qualified for a full-time faculty appointment, a DHC in the spouse/partner candidate's proposed Department/School will be convened at the request of the Vice-Provost, Faculty Affairs where the following conditions are met:

1. The Provost has authorized a position for the purpose of this clause.

2. A spousal appointment is a non-renewable Limited Term Faculty (LTF) appointment for up to 4 years. The appointment shall not replace positions that have been previously approved - it will be supernumerary and funded above budget – and an LTF hired as a spousal appointment shall not be included in the complement calculation found in Article 4.6.C.

Prior to any spousal appointment under this provision, the DHC from the applicable Department/School must consider and approve the appointment. The DHC will be provided with an application file from the spouse/partner. In deciding whether to approve the appointment, the DHC shall consider all relevant factors including the academic qualifications and experience of the spouse/partner and the needs of the Department/School. The DHC shall provide a written report to the Dean, including its recommendation with respect to whether an appointment should be made, and at what rank.

The Dean shall forward the DHC report, along with their own recommendation, to the Vice-Provost, Faculty Affairs, whose responsibility it is to authorize appointments.

At any time during the limited term appointment under this Article, the spouse/partner may apply for any advertised limited term, tenure track or tenured position. If the spouse/partner has met the posted academic qualifications and experience for the position, the relevant DHC shall add their name to the “preferred candidates’ list”.

ARTICLE 5 EVALUATION

5.1 DEPARTMENT EVALUATION COMMITTEE

A. A Department Evaluation Committee (DEC) will be established within each Department/School for the evaluation of pre-tenure faculty members. This will include the coordination and conduct of teaching assessments, annual assessments**,** intermediate tenure reviews and recommendations with respect to tenure. In the School of Law this committee is referred to as the School Evaluation Committee (SEC), and the Chair/Director shall be read as "Dean or designate" and the duties and responsibilities of the Chair/Director in this article shall be carried out by the Dean or their designate.

B. By no later than February 15 of each year the Chair/Director of a Department/School shall establish a Department Evaluation Committee (DEC). The term of office for members of a DEC shall commence on September 1 and terminate on the following August 31.

C. The DEC normally consists of five members**.** The Chair/Director of the Department/School shall be an *ex officio* voting member of the DEC although they may designate a tenured faculty member from within the Department/School to act for the Chair/Director. Three tenured faculty members from the Department/School shall be elected by the tenure-stream faculty members. The Chair/Director shall appoint a faculty member from the Department/School. All members of the DEC must be tenured.

D. The size of the DEC can be reduced to three or increased to seven members, as noted below. In small Departments/Schools the DEC may have only three members**,** composed of the Chair/Director or designate, plus one elected and one appointed member**.** Where a seven member DEC is deemed appropriate, it will consist of five members elected by and from the Department/School faculty, the Chair/Director and one appointed by the Chair/Director. Normally, any Department/School with 8 or more tenured faculty will have at least five members on the DEC, and any Department/School with more than 20 tenured members will have seven members on the DEC.

E. Elections to the DEC are always by and from the tenure-stream faculty members of the Department/School and shall be completed before the Chair/Director makes their appointment. Individuals may not be appointed for more than two consecutive terms; those terms may, however, be preceded or followed by election to the DEC.

F. When making an appointment to the DEC, the Chair/Director shall take into account the University's equity, diversity and inclusion obligations, including those concerning equity-deserving groups, and/or the need to broaden the areas of expertise represented within the committee. The Chair/Director shall, no later than

March 15, send a written report to the Department/School, Dean, the Vice-Provost, Faculty Affairs and the Association, explaining the rationale for the appointment including the membership of the committee as provided for in Article 5.1.G below.

G. No later than February 28 of each year, the Chair/Director shall convene a meeting of the members of the newly chosen DEC to elect from amongst themselves a Chair of the DEC. Members of the new DEC will also select/elect an Equity Advocate from among the members of the DEC. The newly elected Chair shall report the names of the members of the DEC, and the name of the person elected as Chair of the DEC and the name of the person selected/elected as the Equity Advocate, to the Chair/Director who will incorporate the names into the report referenced in Article 5.1.F.

H. In any Department/School in which there are pre-tenure faculty members and/or Limited Term faculty members whose teaching must be assessed, the DEC shall meet no later than the end of the second week of each term, in order to determine the schedule for such teaching assessments.

I. The Chair of the DEC shall provide a copy of this schedule of teaching assessments to the Dean, Vice-Provost, Faculty Affairs and to the President of the Association, within one week of the meeting of the DEC.

J. Until there are sufficient tenured faculty members within the School of Law, tenured faculty members from other Faculties with disciplinary expertise may sit on the School Evaluation Committee.

5.2 FACULTY TENURE COMMITTEE

A. A Faculty Tenure Committee (FTC) is established within each Faculty to consider recommendations with respect to tenure received from the Department Evaluation Committees to assess that the process was fair and that due process was followed, and to make tenure recommendations to the Vice-Provost, Faculty Affairs.

B. The FTC normally consists of six tenured members from the Faculty, plus the Dean who chairs the committee. The Dean votes only in the case of a tie. Normally, the members of the FTC cannot be members of a DEC, unless no other tenured faculty members are available from a Department/School. The members are elected by the tenure-stream members of the Faculty as indicated in 5.2 D or E below.

C. Normally, members serve for a two year term on the FTC, the terms to be overlapping.

D. In Faculties with six or more Departments/Schools, no more than one member of the FTC may be from a single Department/School. In Faculties with more than six

Departments/Schools, to ensure that every Department/School has representation over time on the committee, elections to the committee will be from the Departments/Schools next on the Faculty ordering established in 5.4.F, in rotating order. When a Department/School has a member on the committee, they will be elected by and from that Department/School.

E. In Faculties with fewer than six Departments/Schools, there must be at least one member of the FTC from each Department/School. No more than two members of the FTC may be from a single Department/School. In such a Faculty, the Faculty may decide by majority vote to establish an FTC with fewer than six elected members but with at least one position for each Department/School in the Faculty. The decision as to which Departments/Schools shall have one or two representatives shall be made according to the ordering established in 5.4.F. When a Department/School has a member on the committee, they will be elected by and from that Department/School.

F. By no later than May 31 of each year, the Dean shall have established the membership of the FTC for the following September 1 to August 31. Members of the FTC will also select/elect an Equity Advocate from among the faculty members on the FTC. By June 15 the Dean shall forward the names of the members of the FTC to the Vice-Provost, Faculty Affairs and the Association.

G. Normally, a member may not serve on the FTC for more than two successive terms.

H. When a member of their own Department/School is being considered for tenure, an FTC member may participate in the discussion but may not vote.

I. For members in the School of Law, the recommendation of the FTC will be replaced with a recommendation by the Dean (using the same timelines as the FTC). The Dean will consider the School Evaluation Committee's recommendations, assess that the process was fair and that due process was followed and make the applicable recommendations to the Vice-Provost, Faculty Affairs.

J. With any necessary modifications, within the School of Law any other functions assigned in this agreement to the FTC shall be assumed by the Dean or designate, respectively.

5.3 FACULTY PROMOTION COMMITTEE

A. Faculty Promotion Committee (FPC) is established within each Faculty, to make recommendations to the Dean with respect to applications for promotion to Professor and for salary transfer.

B. All standing members of the FPC shall hold the rank of Professor save that up to one member may be an Associate Professor (where to do so provides enhanced representation on the FPC in either an unrepresented discipline or an unrepresented equity-deserving group), and all shall be members of the Faculty for which the FPC is established. There shall be six elected standing members of the FPC.

C. Normally members serve for two years on the FPC, the terms to be overlapping.

D. In Faculties with six or more Department/School, no more than one member of the FPC may be from a single Department/School. In Faculties with more than six Departments/Schools, to ensure that every Department/School has representation over time on the committee, elections to the committee will be from the Departments/Schools next on the Faculty ordering established in 5.4.F, in rotating order. When a Department/School has a member on the committee they will be elected by and from that Department/School.

E. In Faculties with fewer than six Departments/Schools, there must be at least one member of the FPC from each Department/School and no more than two members of the FPC may be from a single Department/School. In such a Faculty, the Faculty may decide by majority vote to establish an FPC with fewer than six elected members, but with at least one position for each Department/School in the Faculty. The decision as to which Departments/Schools shall have one or two representatives shall be made according to the ordering established in 5.4 F.

F. For each separate case of promotion or salary transfer, the applicant may name one additional member of the committee by September 30, that member to have rights equal to the rights of the standing members, in the consideration of that case. The applicant's appointee must hold the rank of Professor at the University, be an active member of the bargaining unit, and will participate in all FPC discussions regarding the assessment of the candidate against the criteria for promotion and voting on the FPC recommendation.

G. By no later than May 31 of each year, the Dean shall establish the standing membership of the FPC. Terms shall start on September 1 and end on August 31. By June 15, the committee shall meet to elect a chair. Members of the FPC will also select/elect an Equity Advocate from among the faculty members on the FPC. The chair shall identify themself to the Dean, and shall forward the composition of the committee, including the name of the Equity Advocate, to the Vice-Provost, Faculty Affairs and the Association.

H. Until there are sufficient faculty members at the rank of Professor within the School of Law, faculty members from other Faculties with disciplinary expertise who hold the rank of Professor may sit on the School Promotion Committee.

I. An FPC member may participate in the discussion, but may not vote, when a member of their own Department/School is being considered for promotion. This does not apply to the applicant's appointee to the FPC under Article 5.3.F.

5.4 PROVISIONS APPLYING TO THE DEC, TO THE FTC AND TO THE FPC

A. Each DEC, FTC and FPC will have assigned to it a member of the University's Human Resources Department who can be called upon by the committee to provide guidance and training to the committee members in complying with the terms of this Agreement, with other University policies and with applicable laws and regulations. The Human Resources Department representative will not participate in the deliberations of the committees and will not attend committee meetings unless requested by the committee.

B. The University will arrange training workshops for members of the DEC, the FTC and the FPC, to be held each year. The workshops will be conducted jointly by the Association and the Administration and shall include instruction by the Administration with regard to legal obligations and applicable duties under the Agreement and University policies including the values of equity, diversity and inclusion. The Equity Advocate will complete additional EDI training delivered by the University. A member who does not attend a workshop will not be eligible, for the period until the next annual workshop, to be a member of the DEC, the FTC or the FPC unless the member who missed the workshop provides a reasonable explanation for their absence to their Chair/Director (or where it is the Chair/Director of the Department/School who is concerned, to the Dean) in which case training will be provided.

C. Members of the DEC, the FTC and the FPC are responsible for declaring any conflicts of interest and shall respond to such conflicts according to the provisions of Article 21.

D. Members of the DEC, the FTC and the FPC are bound by confidentiality in their deliberations about individual applicants. They may have confidential discussions with Association or Administration representatives on any matter of concern. Otherwise, only the Chair of the committee is authorized to communicate, as specified in this Article, on behalf of the committee.

E. Should a member of a DEC, an FTC or an FPC need to be replaced for any reason, the replacement shall be chosen in the same manner as the person being replaced. Where necessary, the new member shall attend a special workshop, under the conditions outlined in this Article.

F. In determining the makeup of the FTC and FPC within a Faculty, an ordering of the Departments/Schools within the Faculty is to be used to ensure Department/School representation over time. A copy of the ordering for each Faculty shall be forwarded to the Association. The ordering shall attempt to balance the interests, disciplines and the sizes of Departments/Schools within the

Faculty. This is a permanent ordering which cannot be altered except by mutual agreement of the parties.

G. Where there are insufficient elected tenured faculty members of the necessary rank to constitute a committee as described above, the Vice-Provost, Faculty Affairs, in consultation with the Association's President, will determine an appropriate composition.

H. It is understood that the timelines in this Article may extend into the summer period. In such cases, the timelines will be extended into the fall academic term. Nonetheless, when such decisions are delayed past September 1, any resulting CDI payments shall be made retroactively.

I. All members of these committees are required to adhere to the values of equity, diversity, and inclusion (EDI).

5.5 TEACHING ASSESSMENTS

A. For pre-tenure faculty members, in each of the first two semesters of the probationary period, the faculty member shall be assessed for teaching competence by two different members of the DEC, at least one of whom is an elected member.

B. If the faculty member does not teach in the first and/or second semesters of their appointment, the requirement of the two assessments shall be delayed to the earliest semesters in which the member does teach. Members who have had a period as Acting Assistant Professor may have any assessments in this period counted towards their total for the number of assessments required for tenure.

C. After the first two semesters in which assessments occur, assessments may be carried out by any tenured faculty member designated by the Chair of the DEC. In the assignment of teaching assessments, the Chair of the DEC will use their best efforts to ensure a broad selection of assessors.

D. In the following eight semesters of the probationary period, the faculty member shall be assessed once per semester, for an overall total of 12 assessments. If the faculty member's teaching is deemed to be overall good performance (with no areas of concerns) based on relevant evidence, including the previous year's teaching assessment(s), the DEC may, at its discretion, reduce the teaching assessments for the following year by one assessment. In such cases, the Chair of the DEC will advise the faculty member, in writing, with a copy to the Association. This written communication will be placed in the faculty member's Performance and Conduct File. The total number of assessments would thus range from 8 to 12, subject to Article 4.5.E.7 for those who commenced their employment as an Acting Assistant Professor.

E. A pre-tenure faculty member shall have the right to one additional teaching assessment in any given semester. This decision to exercise this right shall be indicated in writing to the Chair of the DEC, at least 2 weeks before the last date on which teaching assessments are allowed for that semester under the provisions of this Article.

F. In circumstances where the pre-tenure faculty member's probationary period has been reduced, the total number of teaching assessments will also be reduced in accordance with paragraph D. above.

G. Where possible, at least 6 of these assessments will be made by tenured faculty members in the pre-tenure faculty member's field of expertise.

H. Notwithstanding the above, should the probationary period for a faculty member be extended for any reason with regard to teaching competence, 2 assessments per semester will be permitted for the extended period of probation.

I. Each faculty member who assesses the teaching competence of a faculty member will submit to the Chair/Director a letter of assessment or a completed evaluation form within 3 weeks of the date of the assessment. The Chair/Director will provide copies of this letter or completed form to the faculty member, to the Dean, to the Chair of the DEC, to the Office of the Vice-Provost, Faculty of Affairs and to the Association within one week of receipt. Except in cases where there are extenuating circumstances, any letter which is not so submitted within 4 weeks of the assessment shall not be included for consideration by the DEC and no extra teaching assessment shall be conducted to replace the one(s) not so included.

J. Assessments may not be conducted within either the first 2 or the last 2 weeks of the teaching semester. Pre-tenure faculty members must receive at least one week's prior notice for any in-class assessment of their teaching.

K. If through no fault of a pre-tenure faculty member an assessment of their teaching competence is not done in a given teaching semester, a letter must be written by the Chair of the DEC stating that an assessment was not done of the pre-tenure faculty member's teaching performance and stating the reasons why. The Chair/Director of the Department/School shall place a copy of that letter in the member's Performance and Conduct File (PCF) and copies are to be sent to the member, the Dean, the Chair/Director and the Association. In the case of one or more such letters in the pre-tenure faculty member's PCF, the absence of those teaching assessments may not be used as grounds for extension of the probationary period, or the denial of tenure. No assessments above the number stated in A – D above may be conducted in subsequent terms to compensate for such missed assessments.

L. By the end of the third week of every semester, the Chair of the DEC must inform each pre-tenure faculty member of the total number of assessments to be carried out that semester and the names of those faculty members conducting them.

5.6 YEAR END ASSESSMENT REPORT

A. By June 15 of each of the first, second, fourth, and fifth years of probation of pre-tenure faculty members, the DEC shall have met to assess and have prepared a report of the overall progress towards fulfilling the criteria for transfer to the tenured faculty.

Off step hires will receive an additional year-end review in June of their first year of employment despite not having been employed for a full year.

B. In order to prepare this report, the DEC shall have access, from the Performance and Conduct File of the pre-tenure faculty member, to the letter of appointment, all teaching assessments, earlier year-end assessments, the applicant's annual reports and updated curriculum vitae in an approved University format, the applicant's response (if any) to teaching and/or year-end assessments, to any letters giving reasons for non-assessments and to any material (including record of disciplinary action against the member) placed in the PCF that bears on their progress towards fulfilling the criteria for transfer to the tenured faculty. In addition, the DEC shall have access to any matters of discipline arising out of the applicant's teaching, service and/or SRC performance.

C. Where an applicant requests, the Vice-Provost, Faculty Affairs shall notify the Chair of the DEC, who shall in turn notify the members of the DEC, if the applicant and/or the Association has/have filed a complaint and/or grievance with regard to any disciplinary action that has also been reported to the DEC under the terms of this Article.

D. The year-end assessment shall be submitted by June 15 of each respective year by the Chair of the DEC, through the Chair/Director, to the pre-tenure faculty member with copies to the PCF, the Dean, the Chair/Director and the Association.

E. Within a further six weeks the pre-tenure faculty member, if they wish, may respond to the DEC in writing to any of their assessments.

5.7 TRANSFER TO THE TENURED FACULTY

A. Criteria for Tenure

1. Pre-tenure faculty members will be assessed for transfer to the tenured faculty in terms of their demonstrated capacity for, achievements in and commitment to the Teaching, SRC and Service components of the duties and

responsibilities of faculty members described respectively in Articles 10.12 A, 10.13 and 10.14. They may also be assessed in terms of

a) their obligations as faculty members under Article 7.3;

b) their satisfaction of such conditions of probation as were specified in their letter of appointment; and,

c) their progress in overcoming weaknesses identified in their year-end assessments, if any.

Assessment shall be based upon the criteria for tenure stated in clause A above. Any deficiencies shall be identified and explained in specific terms, supported by concrete examples, and conveyed in writing in such a way that the pre-tenure faculty member can formulate a response or rebuttal if they desire.

2. The assessment of a pre-tenure faculty member's SRC and teaching will take into account the principles of equity, and the diversity of the academic and professional disciplines, including the diverse career paths, ways of knowing and forms of communicating knowledge.

B. Deferral of Process

1. If disciplinary proceedings are in progress at the same time as the pre-tenure faculty member is being considered for tenure or intermediate review, the employer or employee may request that the Vice-Provost, Faculty Affairs defer the process until a decision has been taken whether to impose discipline. In cases of tenure consideration, the Vice-Provost, Faculty Affairs may extend the employee's contract by the length of the deferral where necessary to allow for completion of the tenure process.

2. Should a faculty member, during their probationary period be absent for an extended period due to pregnancy, parental, sick leave or unpaid leave the member shall have the right to defer the normal or final tenure review process and any teaching assessments that would have been carried out during the leave will be carried out during the extended probationary period. Regardless of the duration of the pre-tenure faculty member's leave, the member shall have the right to defer the normal or final tenure review process for a period of twelve months (one year). Any such extension agreements must be put in writing and signed by the administration, the faculty member and the Association.

Upon the pre-tenure faculty member's return from leave, they will be offered the option of a one-year extension to their probationary period to give them more time to satisfy the criteria for tenure. The pre-tenure

faculty member will be provided with a specific date by which they must respond to this option, which will be two months from the date of the initial communication offering the option to extend their probationary period.

If the pre-tenure faculty member declines to extend their probationary period, a Memorandum of Agreement will be prepared for their signature reflecting this decision. Further, if the pre-tenure faculty member's decision is to extend their probationary period, a Memorandum of Agreement will be prepared for the signature of the parties modifying the pre-tenure faculty member's Letter of Appointment and provide a detailed schedule of the new assessment and tenure review timelines. The decision made by the pre-tenure faculty member will be irrevocable.

3. Before the final tenure review process has taken place, the faculty member may request of the University through the Dean that the process be deferred for health or compassionate reasons which may have arisen during the probationary period**.** The reasons must be verified by the applicant and approved by the Vice-Provost, Faculty Affairs, for the deferral to be granted.

5.8 TENURE DOSSIER

A. The dossier has four principal parts: Overview, Teaching Dossier, SRC Dossier, Service Dossier as outlined below. In addition, where appropriate, the Chair/Director will submit to the DEC any other material (including record of disciplinary action taken against the applicant) placed in the PCF that bears on the applicant's progress towards tenure.

B. The Overview must include, but is not restricted to, the following documents:

1. Table of Contents of the dossier;

2. Curriculum vitae, covering the applicant's entire professional career, in an approved University format;

3. Letter of appointment (the starting salary can be blacked out);

4. The applicant's annual reports;

5. Earlier year-end assessments;

6. The applicant's response(s), if any, to the year-end assessments;

7. Any letters giving reasons for non-assessments

C. The Teaching Dossier is intended to provide a description and record of an applicant's major teaching accomplishments and strengths in a manner that conveys the scope and quality of the applicant's teaching. The Teaching Dossier should include, but is not restricted to, such items as the following:

1. A statement of the applicant's philosophy, objectives and methods of teaching;

2. A list of undergraduate and graduate courses, including directed studies and thesis supervisions, taught by the applicant;

3. An explanation of the ways in which the applicant has maintained currency in their teaching field(s) and, where appropriate, professional field;

4. Examples of course revision, curriculum development, and teaching methods as evidenced by course outlines, assignments, final examinations and other materials the applicant deems appropriate;

5. A record of the applicant's role in curriculum and instructional developments such as administrative and committee service for the Department/School, Faculty, and/or University related to pedagogy, and including directing and coordinating programs, guest lectures, and other presentations;

6. The results of the Course Operations Survey (COS) where faculty members choose to include them, and any letters and testimonials and an indication whether solicited or not solicited. No student surveys other than the COS can be included.

7. A record of the applicant's special contribution to any teaching, including teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy;

8. All teaching assessments (where available) as well as any responses to those assessments and any letters giving reasons for non-assessments;

9. An applicant may submit any other material that they deem relevant to their teaching role.

D. Evidence of SRC activities, which may include, but is not limited to the following:

1. A statement of the applicant's philosophy, objectives and methods of SRC;

2. Single copies of the SRC works the applicant wishes to have considered in the examination of the application, it being understood that the applicant may attach a clear and detailed description of these works when the works are such that their physical submission is not practical;

3. Examples of published reviews of the applicant's published work;

4. Letters of testimonial and an indication of whether solicited or unsolicited;

5. A list of relevant awards and/or grants from University or external sources.

6. An applicant may submit any other material that they deem relevant to their SRC role, including evidence relating to the quality and influence of the applicant's SRC.

E. Description of contributions of Service to the University and outside professional activities.

5.9 INTERMEDIATE REVIEW

For pre-tenure faculty members with a six-year, five-year or four-year probationary period there will be an intermediate review by June 15 of the third probationary year. At the end of the third probationary year the DEC will conduct an intermediate review by performing a substantive review of the pre-tenure faculty member's overall performance throughout all the years of their probationary appointment for the principal purpose of providing constructive feedback to the member in terms of their overall performance toward satisfying the criteria for tenure. The terms of Article 5.6.B., C., D., and E. shall apply in carrying out this intermediate review.

5.10 NORMAL TENURE REVIEW

A. A pre-tenure faculty member will be reviewed for tenure commencing on May 1st of the fifth (5th) probationary year. Notwithstanding this, a member can elect to be reviewed for tenure commencing May 1st of the fourth (4th) probationary year. Such request shall be in writing to the Dean by no later than March 31st of the fourth probationary year. This review shall be the Normal Tenure Review and as such reversion as per B. and J. below is not an option.

B. A pre-tenure faculty member with a reduced probationary period (i.e. three (3), or four (4) years) may request for reversion to the normal six year probationary period. This request will be made by the member in writing to the Dean. Such a request must be made by March 31st of the term that the normal tenure review would normally commence. No requests for reversion will be considered after

March 31st. Reversion requests will not be unreasonably denied. This reversion will not prejudice any future reviews or assessments of that member.

C. The pre-tenure faculty member will submit to the DEC the SRC portion of their tenure application dossier containing the materials outlined in section 5.8, including the names of five potential external referees, as specified in Article 5.10.C., by May 17th. All other portions of the pre-tenure faculty member's tenure dossier, as specified in Article 5.8, including the year-end assessment for the year just completed, as well as any responses to that assessment, shall be submitted by the pre-tenure faculty member by August 1st. Such dossier may be submitted in an approved electronic format.

No later than May 1st the pre-tenure faculty member should consult with their Chair/Director, or the Chair/Director's designate, who must be a member of the DEC, to ensure the dossier is as complete as possible.

The pre-tenure faculty member shall, included in their tenure dossier, provide the names of five potential external referees who are tenured faculty members and/or experts in the pre-tenure faculty member's discipline, from which the Dean shall choose at least two after consultation with members of the DEC. The Dean's consultations regarding referees will be with the DEC that is completing their term, not the DEC that will be conducting the tenure review in the upcoming academic year. The Dean will solicit evaluative letters from three (3) external referees. If the third referee is not from the applicant's list, the Dean will, in consultation with the DEC, provide the applicant with an additional list of potential referees from which the Dean will select the third referee. The applicant will have an opportunity to review the pool of potential referees identified by the Dean and make an objection, in writing, regarding any of the potential referees on the basis of a lack of expertise or because of some direct academic or personal dispute, and the Dean will consider the applicant's concerns.

In certain circumstances, where the list of potential external referees is so small that providing the applicant with an opportunity to review the pool of potential referees would jeopardize the anonymity of the external referees chosen, the Dean shall meet with the applicant, and the Association if the applicant wishes, to discuss how to review the referees for lack of expertise or because of some direct academic or personal dispute without breaching the anonymity.
The Dean solicits the evaluative letters from the external referees. The letter of request shall state the tenure action under consideration and the deadline by which a response is needed.

The Dean's letter soliciting referees' judgments shall be added to the applicant's tenure file and that letter will attach Article 10.13 and a copy of the applicant's Curriculum Vitae and the SRC component of the dossier. External referees shall be asked to assess only the applicant's performance in SRC; it will make clear that they are not being asked to assess teaching and service.

No individual may act as an external referee where there is a real or perceived conflict of interest, or where they have been a research partner or collaborator with the pre-tenure faculty member within the past five (5) years, or a supervisor of the pre-tenure faculty member's work at any time.

The Dean will provide these evaluative letters to the DEC for consideration as they become available. Any external assessment that is not available by the time the DEC meets to consider the applicant's file shall not be considered by the DEC or any subsequent level.

D. The tenure decision is to be based only on material in the tenure file. The applicant will be given an opportunity to respond to any material placed in the file as set out below. All communications set out below between the DEC, FTC, VPFA, and the applicant shall be added to the applicant's tenure file, together with the applicant's written response. Solicitation of information or requests for clarification shall be made in writing with a copy to the pre-tenure faculty member.

E. A pre-tenure faculty member undergoing this review shall have the right to address the DEC concerning their record of employment prior to the DEC's recommendation.

F. The DEC shall meet in October to deliberate on the file. On the basis of the criteria listed in 5.7.A above, the DEC will make a tentative recommendation and will draft a letter containing a detailed written rationale for this recommendation by October 31st. The DEC recommendation letter will be prepared by DEC members and signed by all members confirming their views are reflected. If there is disagreement within the DEC, instead of a single letter, they may elect to provide a cover letter recording the vote (without names), signed by all members of the DEC and attach majority and minority recommendation letters.

G. The letter will be sent to the applicant for their comments, including the external referee reports (with the names and any identifying information redacted). If the pre-tenure faculty member wishes to respond, they shall provide their comments in writing to the DEC within two weeks of receipt of the DEC's recommendation. Requests for extension will not be unreasonably denied.

H. At its discretion, the DEC may modify its letter, after taking into account the comments of the applicant. The DEC may change its comments on matters contained in its draft letter, and it may respond to issues raised in the pre-tenure faculty member's letter, but it may not introduce completely new issues. Within two weeks of receiving the comments of the applicant, the DEC provides a letter, containing its final recommendation (which may or may not be a revised version of the draft recommendation letter) to the Dean and the Faculty Tenure Committee, with a copy to the applicant. The DEC recommendation letter will be prepared by the DEC and signed by all members confirming their views are

reflected. With its final recommendation the DEC sends to the FTC the full file, including the dossier, the external referee reports, and any other relevant material, excluding the DEC's initial draft recommendation and the pre-tenure faculty member's response to that draft recommendation.

I. The applicant has two weeks to comment, in writing, on the DEC's final recommendation to the Dean, who will forward a copy to the FTC. Requests for extensions will not be unreasonably denied.

J. In the case where a pre-tenure faculty member is being considered before the normal six- year term, because the applicant's letter of appointment specified a shorter probationary period, and the DEC concludes that the pre-tenure faculty member does not presently meet the criteria for transfer to the tenured faculty, the DEC may recommend to the Dean (not the FTC) that the pre-tenure faculty member revert to a regular six (6) year tenure period. The Dean will consider the file, including the dossier, the DEC's recommendation and the response of the pre-tenure faculty member (if any) and make a final decision within two weeks. If the decision is to revert to the normal probationary period, the next review for tenure will be considered a "normal" tenure review under the terms of this Article. In recommending reversion, the DEC letter to the pre-tenure faculty member shall be written knowing it may become the pre-tenure faculty member's Intermediate Review as provided in 5.9, i.e. in circumstances where the pre-tenure faculty member has not had an intermediate review. If the decision of the Dean is to not revert, the DEC will make a recommendation to the FTC as per the terms of this Article.

K. If the DEC believes that the applicant does not presently meet the criteria for transfer to the tenured faculty, but that there is a good expectation that with additional time they would do so, it may recommend two additional year**s** of probation.

L. The FTC shall meet within three (3) weeks of receipt the pre-tenure faculty member's response or the lapsing of the interval in which the applicant can respond as outlined in 5.10.I., whichever is applicable, to review the tenure file, including the dossier, the DEC's written recommendation, the pre-tenure faculty member's response(s), if any, to that recommendation, and the external referee reports. Should the FTC have no questions, the FTC will have a further week to issue their written recommendation, including the rationale for the recommendation, to the VPFA, with a copy to the applicant and the DEC.

Should the FTC have any questions of the DEC, the FTC will provide such questions, in writing, within the three weeks mentioned immediately above. The DEC will respond, in writing, within two weeks of receipt of such questions. These communications are added to the tenure file, and will be copied to the applicant, who will be provided with an opportunity to respond within two weeks of the DEC's response. The FTC will issue its written recommendation, including

the rationale for the recommendation, within two (2) weeks of receipt of the DEC's response or the pre-tenure faculty member's response, whichever is later, to the VPFA, with a copy to the applicant and the DEC.

The FTC recommendation letter will be prepared by the FTC and signed by all members confirming their views are reflected. The FTC will forward to the VPFA their recommendation letter, the tenure file, including the dossier, the recommendation of the DEC, the external referees' reports and any response(s) of the applicant.

M. In cases where the DEC is recommending termination or an extension of two years, the pre-tenure faculty member undergoing this review shall have the right to address the FTC concerning their record of employment.

N. The FTC has the following options for its recommendation:

1. If the DEC has recommended either immediate transfer to tenure or an extension, the FTC may recommend:

   a) that an extension of two years be granted; or,

   b) that the applicant be transferred to the tenured faculty.

2. If the DEC has recommended that tenure be denied and that the applicant's employment be terminated, the FTC may recommend:

   a) that the applicant be transferred to the tenured faculty;

   b) that an extension of two years be granted; or,

   c) that employment be terminated.

O. The FTC's letter will be provided to the pre-tenure faculty member and the DEC and each will be provided an opportunity to provide comments. If the pre-tenure faculty member or the DEC wishes to respond, the pre-tenure faculty member and/or the DEC shall provide their comments in writing to the Vice-Provost, Faculty Affairs within two weeks of receipt of the FTC's recommendation. Requests for extensions will not be unreasonably denied.

P. In cases where the VPFA does not require additional information before making a decision, they shall make a final decision and shall advise the applicant in writing of their decision within four (4) weeks of the receipt of the pre-tenure faculty member's response or the lapsing of the interval in which the applicant can respond as outlined in 5.10.O. above, whichever is applicable.

In cases where the VPFA requires additional information before making a decision, they shall write to the DEC, the FTC or to the applicant, within the four

(4) weeks mentioned immediately above, copying the other parties and the Association, and the DEC and/or the FTC and the applicant shall have two weeks to provide a response. The response from the DEC and/or the FTC shall be copied to the applicant and the Association. The applicant shall have two (2) weeks to respond to the VPFA with respect to the letters of the FTC and/or the DEC. The VPFA shall make a final decision within two (2) weeks of receipt of the last written response from the DEC, the FTC, or the applicant. The decision of the VPFA shall be based solely on the information contained in the pre-tenure faculty member's tenure file and additional information, if any, as set out in this section.

The decision of the VPFA shall be one of the following:

a) Transfer to the tenured faculty;

b) Extension of two years of probation; or

c) That employment be terminated.

The Vice-Provost's decision, including the rationale, will be forwarded to the applicant with copies to the DEC, the FTC, and the Association.

Q. If both the DEC and the FTC have recommended termination, the VPFA may terminate the employment of the pre-tenure faculty member, transfer the pre-tenure faculty member to the tenured faculty, or extend the probationary period for two years. In every other case, the VPFA may transfer the pre-tenure faculty member to the tenured faculty, or may extend the probationary period for two years, but may not terminate the employment of the pre-tenure faculty member.

R. In the case of termination, the applicant's employment will cease at the end (July 31) of the academic year in which the decision to refuse to transfer to tenure is taken. Notice shall be not less than six months, or six months' pay in lieu thereof, or a combination of the two.

5.11 FINAL TENURE REVIEW

A. When an applicant has not been transferred to the tenured faculty as a consequence of the process outlined in Article 5.10, and has had their probationary period extended, they shall submit a tenure dossier to the DEC not later than two and a half months before the end of the extended probationary period.

B. When the Vice-Provost, Faculty Affairs, on the recommendation of the DEC, has determined that the teaching record is satisfactory, and that problems in teaching were not the cause of the extension, the requirement for additional teaching assessments may be waived and teaching performance will be deemed satisfactory

in any subsequent review. Otherwise, the DEC will conduct at least one teaching assessment in each semester of the extended period.

C. The DEC shall, not later than two months before the end of the extended probationary period, but after the completion of the teaching assessments of that semester if such were required, reassess the overall performance of the pre-tenure faculty member.

D. The process of consideration by the DEC, the FTC and the Vice-Provost, Faculty Affairs is as outlined in Article 5.10, except as noted below:

1. The DEC and the FTC may not recommend an extension of employment, and the Vice-Provost, Faculty Affairs may not grant an extension.

2. The DEC and the FTC may recommend either transfer to tenure or termination of employment, and the Vice-Provost may decide upon either.

5.12 PROMOTION TO ASSOCIATE PROFESSOR

A. When an Assistant Professor is transferred to the tenured faculty, they are promoted at the same time to the rank of Associate Professor. For clarity, the criteria to be applied during the tenure review and assessment are the tenure criteria outlined in Article 5.7.

B. When a salary increment is associated with promotion to Associate Professor, the salary increment will be awarded as of September 1 of the academic year following the pre-tenure faculty member successfully completing their probationary period, even if the decision is rendered at a later date. However, the use of the designation of Associate Professor is effective on the date that the promotion decision is communicated to them.

5.13 PROMOTION TO PROFESSOR

A. Definitions

For Article 5.12 the term “promotion” applies to advancement from the rank of Associate Professor to the rank of Professor. For the purposes of this Article, “Salary Transfer” refers to transfer from the Associate Professor pay scale to the Professor pay scale of those members hired before January 1, 1992 (See Article 13.1.F.), who at time of application under this Article hold the rank of Professor. An application for “Salary Transfer”, whether successful or unsuccessful, shall have no effect on the rank of the applicant.

B. Eligibility

For promotion to the rank of Professor, a faculty member will be eligible to apply only after five (5) or more years of service as an Associate Professor. If successful, the salary increments associated with promotion will be retroactive to September 1st, of the academic year of the application, however use of the designation of Professor is effective on the date the promotion decision is communicated to them. This experience requirement is not applicable to applicants for Salary Transfer.

C. Criteria

1. A Professor is a member of the University who is recognized for the combined quality of their scholarship, research and creative activity, teaching, commitment to relevance, accessibility, the success of students, lifelong learning and engagement in the University and broader community.

   Eligibility for promotion should be considered holistically, taking into consideration an applicant's total contribution to the University, the academic community and/or discipline and considering the diversity of academic roles, responsibilities, and contributions within a University.

   The rank of Professor should be within the expectancy of all Associate Professors.

   Promotion or salary transfer of faculty members should be based on their performance in the three broad areas of Teaching, SRC, and Service and Other Professional Activities.

   Promotion to the rank of Professor recognizes a significant record of sustained and productive achievement in SRC and teaching, together with satisfactory performance in service.

   Emphasis at promotion is normally placed on SRC activities, including evidence of significant contribution of SRC activities, at the national or international level, acknowledging the often inextricable relationship between SRC and teaching activities.

   In certain cases, an outstanding teaching and/or service record may be given greater emphasis, accompanied by a continuing and long-standing record of satisfactory or better performance in the other areas. An applicant may request external assessors address this aspect of their record pursuant to the process under 5.13.E.1.d.

2. Notwithstanding paragraph 1 above, in cases of Salary Transfer, it is understood that the salary transfer decision may be based primarily on outstanding teaching contributions.

3. There are a variety of different forms of SRC activities at the University, and different disciplines may have differing criteria for how these activities are to be evaluated with respect to promotion. In such evaluations, where the evidence does not rest on publications alone (broadly defined), other evidence of SRC activity as presented must be considered, but the burden of proof must rest upon the applicant**.**

4. Service includes service to the University and the Association, service to the profession and the community, and outside professional activities.

5. An applicant's career-to-date contributions shall be considered, and activities since promotion to the rank of Associate Professor will normally be given greater weight.

D. The assessment of an applicant's teaching performance shall be based on:

1. The teaching-related portions of the applicant's annual reports;

2. The applicant's teaching dossier;

Reports, if any, of in-class teaching evaluations. These are not required, but the applicant may, if they so wish, ask the chair of the FPC to arrange for one or two such evaluations, conducted under the same terms as those of pre-tenure faculty members.

E. The members of the FPC must consider the assessment of the applicant's SRC activity as judged by three external referees.

1. a) The applicant shall provide the names of three potential referees who must be at the rank of Professor. From the applicant's three potential referees the Dean shall choose two, after consultation with members of the applicant's Department/School. The final referee is appointed by the Dean after consultation with members of the applicant's Department/School. No individual may act as an external referee where there is a real or perceived conflict of interest, including where they have been a research partner or collaborator with the applicant within the past five years, or a supervisor of the applicant's work at any time.

b) In certain circumstances, where there is a limited availability of potential referees at the rank of Professor, it is understood that the applicant may provide up to two names of nationally or internationally recognized authorities in the applicant's SRC field

and will explain their inclusion and ability to judge the scholarly merits at a Professor level.

c) It is understood that in providing potential referees in relation to teaching or service, the applicant may provide the names of Professors with recognized accomplishments in teaching and/or service under a. above or, in certain circumstances, recognized authorities as outlined in b. above.

d) The Dean solicits the evaluative letters from the outside referees. The letter of request states the promotion action under consideration and the deadline by which a response is needed. It asks the referee to assess only the SRC contributions of the applicant and the impact of those contributions; it will make clear that assessment of teaching and service is not asked for. Should an applicant wish, the letter of request will also ask the referees to assess on the basis of outstanding teaching and/or service.

F. Application

1. Faculty members shall apply for their own promotion or for Salary Transfer. Applications shall be made on the prescribed application forms, which shall be consistent with the terms of this Agreement, and forwarded to the office of the applicant's Dean, together with copies of all necessary and relevant documentation. It shall be the responsibility of the Dean to produce copies of this material for members of the FPC. Applicants are, however, expected to provide sufficient copies of the materials described in Article 5.13.F.2. below, which are to be sent to their external evaluators.

2. By September 30, the applicant shall provide to the Dean a promotion dossier, which contains a teaching, SRC and service dossier, as described in Article 5.8 C, D and E respectively, except teaching assessments, unless the applicant has elected to include evaluations carried out under Article 5.13.D . The applicant shall include an additional three copies of SRC works they wish to have sent to external reviewers. The applicant shall also provide the names of their nominee to the committee pursuant to Article 5.3.F and the names of three external referees pursuant to Article 5.13.E.1. The applicant may also include a list of people they do not want considered as referees. In addition the applicant should include an overview including, but not limited to, the following documents:

a) Table of Contents of the dossier;

b) Curriculum vitae, covering the applicant’s entire professional career, in an approved University format;

c) The applicant's annual reports for the last five years.

3. An applicant for promotion has the right to address the FPC before their case is considered.

4. The FPC, through its Chair, may make a written request to the applicant for clarification of any aspect of their application, such reply to be made in writing within five working days of the receipt of the request to do so.

G. Procedure

1. Members of the FPC shall be provided the application package by October 1. A copy of the external assessments will be provided to members of the FPC committee as they become available. Any external assessment that is not available by March 1 shall be deemed invalid. Furthermore, such late reference shall not be held against the applicant.

2. The FPC shall meet by March 15 to decide if the applicant has met the criteria for promotion. This decision shall be based solely on the material submitted by and for the applicant. It then makes a written recommendation to the Dean. The letter shall contain the reasons for the recommendation. If the FPC is not unanimous, the letter states the vote (without names) and the reasons for the disagreement.

3. The FPC shall provide a copy of the letter to the applicant, as well as copies of any in-class assessment and of the external referee reports with the names and any identifying information redacted. If the applicant wishes to respond, they shall provide their comments in writing to the Dean within two weeks of receipt of the FPC recommendation.

4. The Dean will review the assessment and recommendation of the FPC, the faculty member's response, if any, along with the Performance and Conduct File (PCF), for each faculty member who has applied for promotion or for "Salary Transfer". After this review, the Dean will, not later than April 15 or two weeks following receipt of the applicant's response or the lapsing of the interval in which the applicant can respond as per 5.13.G.3. above, whichever is later, forward to the Vice-Provost, Faculty Affairs the promotion dossier, the summary of assessments and recommendation of the FPC, including any response by the applicant, in-class teaching assessments, and a copy of the evaluations by the external referees, along with their own recommendation. The Dean's recommendation letter will also be provided to the applicant and the FPC and each will be provided an opportunity to provide comments. If the applicant or the FPC wishes to respond, they shall provide their comments in writing to the Vice-Provost, Faculty Affairs within two weeks of receipt

of the Dean's recommendation. Requests for extensions will not be unreasonably denied.

5. In cases where the VPFA requires additional information before making a decision, they shall write to the FPC, the Dean or to the applicant, within the two (2) weeks mentioned immediately above, copying the other parties and the Association, and the FPC and/or the Dean and the applicant shall have two weeks to provide a response. The response from the FPC and/or the Dean shall be copied to the applicant and the Association. The applicant shall have two (2) weeks to respond to the VPFA with respect to the letters of the FPC and/or the Dean. The VPFA shall make a final decision within two (2) weeks of receipt of the last written response from the FPC, the Dean, or the applicant.

6. The Vice-Provost, Faculty Affairs will examine all recommendations and documentation to ensure that a reasonable and equitable standard for promotion is applied across the University, taking into account the differing patterns of activity which characterize each Faculty. The Vice-Provost, Faculty Affairs will inform the applicant and the FPC, in writing, of the decision and, if the decision is negative, of the reasons for the decision.

ARTICLE 6 LEAVES OF ABSENCE

6.1 LEAVES WITH PAY FOR TENURED FACULTY MEMBERS

A. The University and the Association mutually agree that the taking of paid leaves of absence by tenured faculty members for the purpose of academic refreshment or expansion of experience is to the benefit of the University and its students. Therefore, the University agrees to grant a faculty member a paid leave of absence depending on such factors as length of service, availability of alternative faculty or instructors, and the priority of the need in each case, subject to the provisions of this Article.

B. The University acknowledges the importance of sabbatical leave to the intellectual vibrancy of the Faculty and therefore of the University. A tenured faculty member will normally be eligible for a sabbatical leave after the accumulation of the requisite number of credits as provided in 6.1.J.

C. A tenured faculty member or a member who has submitted their application to tenure, must apply in writing on a University supplied form and submit it to their Chair/Director by October 15 prior to the academic year in which they plan to start their leave. A faculty member's application must be approved by a meeting of the tenure-stream faculty members of the applicant's Department/School and by the Dean. Review and approval of sabbatical applications shall not take into consideration any factors which might later result in deferrals in a given year. Sabbaticals may only be deferred in exceptional academic circumstances, in which case they shall be dealt with as per 6.1.P below. By the following January 31 the applicant shall be advised of the University’s decision through the Office of the Vice-Provost, Faculty Affairs. The faculty member shall complete and sign the requisite memorandum of agreement with the Vice-Provost, Faculty Affairs by March 31. The sabbatical application of a pre-tenure member may be approved by January 31, but such approval is contingent on the pre-tenure member obtaining tenure prior to commencing the leave. Failure to obtain tenure would result in the contingently approved sabbatical being cancelled.

D. Paid (sabbatical) leave is considered an investment toward increasing both the quality of programs of study and the scholarly, research, and creative activities at the University by allowing an eligible member:

1. to devote more time to scholarship, research and/or creativity, and/or

2. to acquire relevant experience in areas related to their specialization, with the objective of enabling them to make their teaching more complete and more appropriate to the needs of their Department/School or other units within the University;

3. Leave after a period as Chair/Director is also intended to provide sufficient time to re-establish or enhance research and/or teaching skills to prepare for return to the professoriate.

E. Paid (sabbatical) leaves will be for periods of six (6) months or 12 months:

1. Twelve-month leaves are taken September 1 to August 31, or January 1 to December 31.

2. Six-month leaves are taken from July 1 to December 31 or from January 1 to June 30.

3. A twelve-month "split sabbatical" consists of 12 months of paid leave, spread over a 24-month period. When applied for, faculty must have accrued the requisite credits for the 12-month paid leave by the time the first half of the split leave commences. Split sabbaticals may be taken from July 1 to December 31, followed by active service from January 1 to June 30, with the second six months of sabbatical taken from July 1 to December 31. Alternatively, a split sabbatical may be taken from January 1 to June 30, followed by active service from July 1 to December 31, with the second six months of sabbatical taken from January 1 to June 30.

F. Pre-tenure faculty members and tenured faculty members accrue one sabbatical credit for each half year of full-time service. Acting Assistant Professors accrue half a sabbatical credit for each half year of full-time service. Half-years of part-time service receive sabbatical credits on a pro-rated basis. Periods of leave of 6 months or more with or without pay, including periods on long-term disability, do not lead to the accrual of sabbatical credits. Periods on pregnancy/parental/adoption leave and secondments will accrue full credit.

G. For the purposes of this Article, one teaching term is equivalent to one half year of service for faculty members. Faculty members accrue sabbatical credits for no more than two terms per year.

H. Members who serve as Chair/Director, as defined in Article 1.6 and 1.9, on or after July 1, 2020 shall receive extra credits, in addition to credits received as per 6.1.F, as follows:

Year 1 – 1 credit (0.5 per half year)
Year 2 – 1.5 credits (0.75 per half year)
Year 3 – 1.5 credits (0.75 per half year)
Year 4 – 1.5 credits (0.75 per half year)
Year 5 – 1.5 credits (0.75 per half year)

I. Faculty members hired into the tenure-stream immediately following a Limited Term Faculty appointment will receive 0.5 credit for each half year spent as a Limited Term Faculty member to a maximum of two credits.

J. Sabbatical credits may be used, by tenured faculty members, to provide sabbatical leave according to the following schedule:

1. half-year leave at 85% salary, 6 credits

2. half-year leave at 90% salary, 7 credits

3. half-year leave at 95% salary, 8 credits

4. half-year leave at 100% salary, 9 credits

5. full-year leave at 85% salary, 12 credits

6. full year leave at 92.5% salary, 14 credits

7. full-year leave at 100% salary, 16 credits

K. Notwithstanding Article 6.1. J. above, the first career sabbatical of a tenured faculty member will be at 100% salary. Such a member may opt to take a first paid leave for half a year, at 100% salary, by means of 6 credits. If the next paid leave is also for a half year, it will also carry a 100% salary by means of 6 credits. Alternatively, such a member may opt to take a full-year paid leave, at 100% salary, by means of 12 credits. In this clause, the term “career sabbatical” means a paid sabbatical leave at any university.

L. Members may not use credits prior to having accrued them.

M. Members may choose to use as many or as few credits as they wish for their sabbatical according to the table in J. above. Remaining credits will be retained and may be used for future sabbaticals.

N. Notwithstanding the number of credits remaining after a sabbatical leave has been completed, a member must serve for at least half a year after taking a half-year sabbatical leave, and at least one year after taking a one-year sabbatical leave. For those intending to resign or retire on completion of their sabbatical, returning after the sabbatical for a half-year or one year, as applicable, is not required. Another exception occurs under the terms of Article 6.1.K, where a member completing a second half-year sabbatical leave at 100% salary may, if they have sufficient credits, embark immediately upon a third half-year sabbatical leave, using up credits according to Article 6.1.J. A member may not take a paid sabbatical leave for longer than one year at a time.

O. For faculty members who normally teach an uneven number of courses across an academic year: In cases where a full year sabbatical is taken across two academic years, the total number of courses in the teaching terms over the two years shall not exceed the faculty member's normal teaching standard. In cases where a half sabbatical is taken, in the corresponding teaching term the member shall teach not more than 2 courses. Notwithstanding this, the sum of teaching of the current and next half year sabbatical cannot exceed the faculty member's normal teaching standard.

P. In exceptional academic circumstances, a Department/School may not be able, in a given year, to accommodate all Department/School approved sabbatical leave requests of all faculty members who are entitled to such leave. In such cases, the Chair/Director and the members whose leaves were approved shall attempt to work out a schedule acceptable to all parties.

Where agreement cannot be reached in such a case, the leaves shall be arranged in the following order of priority:

1. any faculty member who has their sabbatical leave postponed shall have priority claim to sabbatical leave in the next period of half-year or full-year leave, as is applicable;

2. members with the greatest number of credits;

3. in the case of a tie, the order of the leaves shall be arranged by lot.

Q. A faculty member's first work obligation while on sabbatical leave is the fulfillment of the terms of their leave duties. Faculty members may engage in outside employment while on paid leave only to the extent that such employment does not interfere with the faculty member's leave obligations to the University. A faculty member on paid leave shall report to the University any outside remuneration received while on leave, which would not have been received had they not been on leave. Such reporting shall be made at the time of application for sabbatical leave; or in circumstances where the faculty member requests a substantive change to the sabbatical plan as previously approved and upon submission of the faculty member's sabbatical report.

R. During the first academic semester after returning from paid leave, a faculty member shall provide to the Dean and the Chair/Director a written report of activities undertaken and objectives accomplished while on paid leave, including any outside remuneration received whilst on leave, consistent with clause Q above.

S. While on leave, the faculty member's entitlement to increment will not be interrupted, save and except as provided for in Article 13 and Appendix A, paragraph D.6.

T. The faculty member on leave will be deemed to be a member of the Faculty and will therefore continue to participate in the medical, dental, extended health, and Group Life Insurance benefits.

U. In addition to the benefits covered above, the faculty member on leave must contribute to their pension based on salary while on leave and will continue to be covered by the Long-term Disability Plan. Members of the Toronto Metropolitan University Pension Plan have the option of contributing to the pension plan on the basis of their notional Faculty Association salary. In the case of disability, the benefit will be 80 percent of the faculty member's notional Faculty Association salary. The premiums for the benefits will be shared as if the faculty member were in active employment.

V. When a sabbatical is interrupted by pregnancy/parental/adoption leave, or sick leave of more than three months, or other such extenuating circumstances, and when such conditions or circumstances are documented by the member and approved by the University, such approval not to be unreasonably denied, sabbatical credits shall be returned to the member for time planned but not taken on sabbatical leave. In such cases, credits are rounded to the nearest 0.5 credit.

6.2 LEAVES WITHOUT PAY

A. A faculty member may be granted leave without pay, subject to the operational requirements of the member's Department/School.

B. In order to receive service credit in the Toronto Metropolitan University Pension Plan, a faculty member on leave without pay who is a member of this Plan is required to contribute to the Plan an amount equal to the contributions due on the basis of notional Faculty Association salary. These contributions are to be paid in two equal installments - the first at the beginning of the leave and the second at the end of the leave.

C. A faculty member on leave without pay is eligible to continue their Group Life Insurance at the rate in effect immediately prior to the commencement of leave and to participate in the Long-term Disability Plan.

D. The cost of participation in the available benefits will be paid entirely by the faculty member annually in advance. Where the approved leave was granted for educational or compassionate reasons, the University will refund to the faculty member upon their return to active employment that portion of the premiums which it would normally have paid had the faculty member been in active employment.

E. Association dues will be paid by the faculty member concerned in advance for the period of the authorized leave without pay. Payment will be made to the

University, which will turn over any such collected dues to the Association together with the next remittance of dues deducted from the salary of other members (Article 2.4.C.).

SPECIAL LEAVES

6.3 COMPASSIONATE AND BEREAVEMENT LEAVE

A leave of absence of up to five (5) working days with pay may be granted by the Chair/Director for compassionate and/or bereavement reasons. The Dean/Vice-Provost, Students/Dean of Libraries may, in exceptional circumstances, extend this period to twenty (20) working days.

6.4 PREGNANCY, ADOPTION AND PARENTAL LEAVE

General

The employee will continue to accrue seniority during their pregnancy, adoption or parental leave, and the University will continue the employee's benefit coverage during this leave period, unless the plan is contributory and the employee has elected to discontinue contributions. This means that employees who contribute to the Toronto Metropolitan University Pension Plan may elect to continue their contributions to the Plan during their pregnancy, adoption and parental leave.

Recognizing that a faculty member may be unable to fulfil teaching commitments due to a pregnancy, adoption or parental leave of absence conflicting with the semester, it may be necessary therefore for the member to be withdrawn from instructional duties during the entire semester of the leave. Notwithstanding this clause, if a faculty member wishes to continue to teach they may apply to continue to teach and permission will not be unreasonably denied. If a member is withdrawn from instructional duties other employment within the University will be made available at the member's regular salary.

There may be circumstances, in advance of a faculty member returning from pregnancy and/or parental leave or adoption leave, when the member, in order to facilitate their return to teaching, SRC and Service duties may consult with their Chair/Director and Dean regarding a potential adjustment to their faculty obligations on return from leave.

6.5 PREGNANCY LEAVE

Members of the Association shall be entitled to pregnancy leave as provided for in the Employment Standards Act. During such leave the University will pay to the member a Supplementary Unemployment Benefit (SUB) at the time that normal salary payments would be paid.

During pregnancy leave the University shall pay 95% of the employee's weekly salary minus any payments to which the employee is entitled under the Employment Insurance Act as outlined below:

A. Pregnancy Leave Benefit Level

It is understood that for the duration of the pregnancy leave, which will not exceed 17 weeks, the combined weekly level of Employment Insurance benefit, SUB payments and other earnings will not exceed 95% of the member's normal weekly earnings.

In accordance with the SUB Plan requirements, for the first weeks of the pregnancy leave, the employee shall receive 95% of their weekly salary from the University.

For the next 16 weeks of pregnancy leave the member shall receive payment(s) equal to the difference between the sum of the weekly Employment Insurance benefits and any other earnings received by the employee and the 95% of the weekly salary which they were receiving on the last day worked prior to the commencement of the pregnancy leave.

B. Application

The members of the Association must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

C. Non-Receipt of Employment Insurance Benefits

A member of the Association who is not in receipt of Employment Insurance benefits will not be eligible for SUB payments except if the member of the Association:

1. has insufficient insured weeks to qualify for Employment Insurance benefits

2. has exhausted their Employment Insurance benefits

3. is serving the Employment Insurance waiting period.

D. Approval of SUB Plan

The implementation of the pregnancy leave provisions as mutually agreed to by the parties and reflected in the SUB Plan as outlined above, is subject to required approval by the applicable federal agencies. The members do not have the right to SUB payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in this Article.

E. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this plan.

6.6 ADOPTION LEAVE

A. Adoption Leave is available to an adoptive parent, other than a biological mother, who has the primary responsibility for the care of a child during the seventeen (17) weeks immediately following the coming of a child into the custody, care and control of a parent for the first time.

Adoption Leave must be applied for in writing with a minimum of two (2) weeks' notice.

Should the arrival of the child into the custody, care or control of the member be unanticipated or unscheduled the member will provide as much notice as possible.

B. A member of the Association making such an application must confirm in writing that they will in fact have the primary responsibility for the care of the child during the period of the leave.

C. Application

The members of the Association must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

D. Non-Receipt of Employment Insurance Benefits

A member of the Association who is not in receipt of Employment Insurance benefits will not be eligible for SUB payments except if the member of the Association:

1. has insufficient insured weeks to qualify for Employment Insurance benefits;

2. has exhausted their Employment Insurance benefits;

3. is serving the Employment Insurance waiting period.

E. The University shall pay ninety-five 95% of the member’s weekly salary during the one-week waiting period for Employment Insurance benefits and for the next sixteen (16) weeks of Adoption Leave, shall pay the difference between Employment Insurance benefits and ninety-five (95%) of the member’s weekly salary which they were receiving on the last day worked prior to the

commencement of the Adoption Leave, provided that the employee applies for and receives Employment Insurance benefits.

F. A member of the Association who takes adoption leave under Article 6.6 is entitled to a parental leave of absence for a period of up to sixty-one (61) weeks or such shorter or longer period as prescribed by the Employment Standards Act, as per Article 6.7. The parental leave of a member of the Association who takes adoption leave must begin when the adoption leave ends.

G. In the case of a Limited Term Faculty member, Adoption Leave will be limited to and not extend beyond the period of time remaining in the defined term.

H. Notwithstanding 6.6.A., a member may request that the adoption leave begins up to two weeks before the child is expected to arrive into the custody, care or control of the member, and such requests shall not be unreasonably withheld. However, the payment referred to in Article 6.6.D. will only apply following the date upon which the child comes into the custody, care and control of the member.

I. If both adoptive parents are members of the Faculty Association, the adoption leave benefit of 17 weeks can be taken entirely by one parent or it may be divided between the two, so long as each of the parents confirms that they will have primary responsibility for the care of the child during the period of the leave.

6.7 PARENTAL LEAVE

A. Every member of the Association who becomes a parent of a newborn or adopted child is entitled to an unpaid parental leave in accordance with the provisions of the Employment Standards Act. The University will further provide such employees with up to twelve (12) weeks paid leave of absence at 95% of salary less any EI payments to which the employee is entitled. Normally, such paid leave will be in respect of the first twelve (12) weeks of this absence and is contingent upon the employee applying for EI and being in receipt of EI benefits. In the case of a one-week EI waiting period, once an employee has received EI benefit approval, the University will pay the full 95% of the member's weekly salary for that week. In respect of the next eleven (11) weeks of this absence the University will pay the difference between 95% of the member's weekly salary and the EI benefit amount.

B. The above paid and partially paid period of leave shall not increase the total eligible time away from work which shall be as provided for by the Employment Standards Act.

C. Application

The members of the Association must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

D. Non-Receipt of Employment Insurance Benefits

A member of the Association who is not in receipt of Employment Insurance benefits will not be eligible for SUB payments except if the member of the Association:

1. has insufficient insured weeks to qualify for Employment Insurance benefits;

2. has exhausted their Employment Insurance benefits;

3. is serving the Employment Insurance waiting period.

E. Parent includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence (in accordance with the Family Law Act) with a parent of a child and who intends to treat the child as their own.

F. Parental leave must begin within seventy-eight (78) weeks from the day the child is born or comes into the custody, care and control of the member for the first time. Parental leave must be taken in a consecutive time period.

G. Where a pregnancy leave is taken, parental leave must begin immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

H. The member's parental leave can last up to sixty-three (63) weeks. However, if the member also took pregnancy leave or adoption leave, their parental leave cannot exceed sixty-one (61) weeks.

6.8 SPECIAL LEAVE

The University may allow time off and/or may financially assist faculty members who wish to take short courses of a specialized nature approved by the University, or to attend annual meetings of professional societies approved by the University.

6.9 POLITICAL LEAVE

There is an obligation upon the University as an institution to see to it that no impediments are placed in the way of a member of the academic staff with a desire to enter public life.

A. A faculty member who is considering becoming a candidate for public office shall consult with the Chair/Director of their Department/School about the effect of

their political candidacy on the academic welfare of the Department/School, bearing in mind:

1. their short term absence during the campaign period;

2. their possible long term absences; and

3. the possibility of continuing some academic duties on a part-time basis if the demands of their public service permit.

B. The faculty member shall be entitled to leave of absence with full salary during the campaign for election upon the following basis:

1. for election to the Parliament of Canada: leave for the equivalent of one month;

2. for election to the Legislature of Ontario: leave for the equivalent of one month;

3. for election to a Municipal Council, Commission, or Board: leave for the equivalent of five days;

4. for election as Mayor of a Municipality: leave for the equivalent of ten days.

5. for election to full-time Indigenous governing positions: leave for the equivalent of ten days.

The period of leave in each case need not be taken on consecutive days or necessarily in whole days. This entitlement shall apply to the candidate's first and second campaigns, but to none thereafter, except that where they are defeated in their first candidacy and elected on their second, they may claim the same entitlement if they are a candidate at the next succeeding election.

C. If the member of the Association is elected they shall, while serving in the office to which they have been elected, be entitled to leave of absence upon the following basis:

1. Parliament: leave of absence without salary for a period up to five years;

2. Legislature: leave of absence for attendance at the sittings of the Legislature, subject to a pro rata reduction in salary and in responsibilities; leave of absence without salary for a period up to five years will be granted to those who choose to view such position as a full time job.

3. Municipal Council, Commission or Board: leave of absence for attendance at sittings of the Council, Commission or Board subject to a pro rata reduction in salary, if significant, and in responsibilities; leave of absence without salary for a period up to five years will be granted to those who choose to view such position as a full time job.

4. Mayor of a Municipality: leave of absence without salary.

5. Indigenous governing positions: leave of absence with a pro rata reduction in salary, if significant, and in responsibilities; leave of absence without salary for a period of up to five years will be granted to those who choose to view such a position as a full-time job.

D. During the extended leave, the member of the Association shall have all the normal rights of members on leave of absence.

E. If a member of the Association, whether serving as such or on leave granted to them on election to Parliament or the Legislature, is appointed a Minister of the Crown, they will be expected to resign their University post.

F. Arrangements involving full time leave of absence normally shall hold for one term of public service or five years, whichever is the longer. If the member of the Association continues to serve after the five year period, then they will be expected to resign their University post. If thereafter, they wish to return to the University, their appointment shall be by a procedure similar to that used for an original appointment. Arrangements involving part time leave of absence may be renewed beyond the five year period so long as the duties of the member of the Association to the University do not suffer.

G. After the expiry of their term of public service, the member of the Association, if they have not resigned from the University in accordance with the provisions of F., shall return to the University and it shall be incumbent on the Chair/Director of their Department/School to arrange their program so as to facilitate their return to full academic effectiveness.

H. These conditions shall not preclude the possibility of making other mutually acceptable arrangements, a copy of which shall immediately be sent to the Association.

6.10 FACULTY EXCHANGE LEAVES

A. A faculty member who has received the Vice-Provost, Faculty Affairs' approval to participate in a faculty exchange program with another institution with which the University has an exchange agreement retains active full-time employment status with the University in all respects except that their academic assignments during

the period of the exchange leave shall be determined by the appropriate academic officer of their host institution.

B. The period of such an exchange leave shall normally not exceed one year.

C. An exchange Professor who comes to the University under the terms of a formal exchange program shall not be a member of the Association. Their academic assignments while at the University shall be recommended by the Dean on the advice of the Chair/Director and approved by the Vice-Provost, Faculty Affairs.

6.11 LEGAL LEAVE

The Board shall grant leave of absence with pay to a faculty member who is called to serve as a juror, a witness, or, in the case of an action resulting from the performance of their contractual obligations to the University, as either a plaintiff or defendant, in a court of law. Any reimbursement for such duty, less out of pocket expenses, shall be remitted forthwith to the University cashier.

6.12 SICK LEAVE

A. A member of the Association is eligible for sick leave up to a maximum of sixty-six (66) consecutive working days at full salary, from the date of disability due to illness, accident or injury, for each separate disability, provided:

1. when unable to attend to their duties for reasons of illness, accident or injury, the member will contact the office of their Chair/Director promptly, giving the reason for the absence. Any member may be required by the University to substantiate the reasons for any such absence; and,

2. after each absence of more than seven (7) consecutive working days the University may, with reasonable notice, request that an acceptable medical certificate containing prognosis and dates of absence, be submitted to the University's Human Resources representative. Where such a request is made, the member may not return to work without the above medical certificate; and,

3. that the University has the right to have a member of the Association examined medically at reasonable intervals during continuous absences of over five (5) working days; and,

4. that the University may request the member of the Association to be medically examined with respect to the disability related to their absence in order to determine if that member is fit to return to active employment; and,

5. that for the medical examinations described in 3. and 4. immediately above, the University's Human Resources representative shall make every reasonable effort to consult with the member of the Association in an effort to identify a physician acceptable to the University and the member. Should there be no agreement within twenty (20) working days between the University and the member, a specialist in the appropriate discipline shall be designated by the head of the Ontario Medical Association or by such other method of selection agreed to by the Association and the University. The costs for such examinations shall be borne by the University.

6. Members of the Association who are absent from work for more than 66 consecutive working days for reasons of illness, accident or injury for a particular disability shall be subject to the provisions of Appendix A (Long-Term Disability Plan).

B. Where the University judges a member's performance of their duties and obligations to be substantially impaired and has reasonable grounds to believe this impairment may be the result of illness, the University may require that they undergo an independent medical examination. Failing agreement between the University and the member as to the independent medical examiner, the independent medical examiner shall be chosen by the head of the Ontario Medical Association or by such other method of selection as agreed to by the Association and the University. The costs for such examinations shall be borne by the University. Where such assessment indicates illness, the member will be entitled to the provisions of A. immediately above.

Whenever the University acts according to the provisions of B it shall notify the Association immediately.

6.13 SECONDMENTS

Where a member is seconded to a full-time appointment at another institution or organization, and the secondment is approved by the University, time spent at that institution shall be counted as time in service to the University.

ARTICLE 7 OBLIGATIONS

7.1 JOINT OBLIGATIONS OF THE ASSOCIATION AND THE BOARD

A. The Association and the Board acknowledge that the primary aim of the University is the education of students in their academic and professional fields and the generation of new knowledge through scholarship and research.

B. The faculty members and the University through the Senate recognize their mutual responsibility for maintenance of academic excellence and standards within all courses offered for credit by the University. Teaching supervision, staffing and course content shall be the responsibility of the academic Faculty/Division, Department/School, and/or discipline recommending the academic course credit.

C. The Association and the University agree to work together in resolving questions arising out of this Article.

7.2 OBLIGATIONS OF THE BOARD

A. The Board acknowledges the primary responsibility of providing an administrative structure and climate in which effective teaching and Scholarly, Research and Creative activities may take place. The Board further acknowledges the desirability of a suitable physical environment for faculty members.

B. Toward this end, every possible opportunity will be provided for personal academic growth and development. Changes affecting faculty members will be made only after consideration of, and discussion with, those involved, and after adequate notice has been given to them. Every attempt will be made to respect the dignity and integrity of the members of the Faculty and to provide an administrative climate in which members of the Faculty may function as responsible persons.

7.3 OBLIGATIONS OF FACULTY MEMBERS

The following provisions apply to all faculty members:

A. The faculty members acknowledge their professional concern for students.

B. Consistent with Article 11 (Academic Freedom), faculty members shall make every attempt to create an equitable, diverse and inclusive atmosphere of mutual respect in which students may learn. Faculty members shall make every effort to stimulate intellectual curiosity and enthusiasm for learning.

C. Faculty members acknowledge a responsibility to the University and to each other, insofar as this is necessary to serve a diverse student population.

D. Faculty members will make every effort to respect the dignity and integrity of their colleagues and other members of the community and to sustain a climate in which members of the Faculty are able to function as responsible academics.

E. Faculty members agree to display a sense of responsibility for the facilities of the University; to maintain punctually their teaching schedules; to obtain advance approval, except in cases of unforeseen emergencies, for any deviation from their teaching schedules or course of studies; to have each session adequately planned; and to inform the Dean when, during the academic year, they are undertaking any employment outside the University or are engaging in a major course of study.

F. Faculty members are required to adhere to all approved course management policies both of the Senate and of the Department/School. The University will provide each member of the Association with a written copy of relevant policies.

G. Faculty members are required to dispose of any and all confidential material in their possession, including DHC, DEC, FTC, FPC reports and material relating to the evaluation and grading of students, in such a manner as prescribed and provided by the University.

H. Each faculty member agrees to maintain their professional competence in their own discipline and to acquire and maintain reasonable pedagogical competence. Each faculty member further agrees to maintain the capacity and commitments referred to in Article 4, 5 and to fulfill the academic duties as set out, for their Mode, in Article 10.

7.4 OUTSIDE PROFESSIONAL ACTIVITIES

A. A faculty member may engage in outside professional activity or act in a consulting or advisory capacity to public or private clients, recognizing that suitable contact with the public and private sector offers a desirable means whereby they may relate their professional activities and teaching to current practice, trends and developments, subject to the following:

1. Such professional activity shall not conflict or interfere with the fulfilment of their duties and responsibilities to the University as provided in this agreement;

2. Such professional activities shall not reflect adversely on, or be to the detriment of the University;

3. A faculty member must disclose and seek approval from the Dean to undertake outside professional activity when such activity has the potential of not complying with clauses 1 and 2 above. The disclosure shall be in writing and shall include:

a) a full description of the work or activity;

b) an estimate of the time required or the time period to perform the work (number of hours per week over a period of time, number of weeks, the term or terms when the majority of the activity is scheduled to take place.);

c) the extent of the use, if any, of University facilities, supplies, support staff or students;

d) any other external activities that have already been approved in that year or that are continuing from an earlier year; and

e) the impact of the activity will have on teaching, research, and service responsibilities.

The following factors shall serve as guidelines to determine whether the outside professional activity requires prior disclosures to, and approval by the Dean:

a) The activity is one that conflicts with the faculty member's teaching activities, e.g. necessitates a rescheduling of teaching sessions, or that reduces student access to the faculty member, etc.;

b) The activity is one that results in the faculty member having less time to devote to their SRC duties and conflicts with their obligations set out in Article 7 (Obligations) and Article 10 (Workload); or

c) The activity is one that reduces the faculty member's ability to meet their service duties and conflicts with their obligations set out in Article 7 (Obligations) and Article 10 (Workload).

The Dean shall review and consider the request for approval in light of 1. 2. and 3 above. The Dean's decision shall be communicated to the faculty member within ten (10) working days from the receipt of the member's written disclosure.

4. The University shall be reimbursed, at a reasonable rate set by the University, for supplies, equipment, facilities and the space used in connection with the outside professional activity, it being understood that University activities shall have priority in the use thereof; and

5. The name of the University or the University letterhead shall not be used in correspondence between a faculty member and their client, or in any report they may submit, and the name of the University shall not appear

in any publicity or commercial presentation of the results of the consulting work nor shall the faculty member represent themselves as an agent of the University.

ARTICLE 8 NON DISCRIMINATION

A. The parties agree that no proscribed form of discrimination or harassment is acceptable to the University.

Specifically, there shall be no discrimination or harassment practised by a representative of the University or any member of the Association on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, gender identity, gender expression or disability as defined in the Ontario Human Rights Code.

Further, there shall be no discrimination or harassment practiced by a representative of the University or member of the Association with respect to any member of the Association because of activity or inactivity in the Association.

B. It is agreed and understood that the employer is required by the Ontario Human Rights Code to accommodate to the point of undue hardship. It is also agreed and understood that all the workplace parties, the employer, the Association and the members, must co-operate in the accommodation process.

C. This Article shall not preclude any Ontario Human Rights Code special programs mandated by law or agreed to by the parties to this collective agreement.

D. The Board agrees to consult with the Association to engage their participation in the development and/or review of all policies relating to this Article. Such consultation will include meeting with the Association and obtaining their feedback on new and/or existing policies and procedures, and providing the Association with the draft policies and procedures as part of the feedback process. In developing such policies, the parties shall be mindful of the rights and obligations of faculty members under Article 11 (Academic Freedom) and the rights and obligations of the Board under Article 3 (Recognition Rights and Privileges of the Association). If the Association believes the new or revised policy and/or procedures violate the collective agreement, it has the right to grieve under Article 9 (Grievances). If a policy relating to this Article conflicts with or is inconsistent with any terms and conditions of this Agreement, the terms of this Agreement shall take precedence.

ARTICLE 9 GRIEVANCES

All provisions of this collective agreement are subject to this Article.

9.1 GENERAL

A. Prior to filing a grievance, the parties will undertake reasonable steps to try to resolve the issue(s) under dispute.

B. Definitions

1. Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Agreement.

2. Grievor: The grievor is the Association which initiates a grievance on behalf of a member or group of members or itself; or the University.

C. The Parties shall have carriage of all grievances which they respectively initiate. The University shall deal only with the Association with respect to a grievance.

9.2 TIME LIMITS

A. Initiation

The Association or the University shall initiate the grievance process according to procedures outlined in 9.3 or 9.4 within sixty-six (66) working days after the occurrence of the incident giving rise to the grievance, or sixty-six (66) working days from the date events giving rise to the grievance ought reasonably to have been known, whichever is later.

B. Continuation

In the event a party fails to reply in writing as specified in this Article within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

C. Extensions

The time limits specified in this Article may be extended by written mutual agreement by the parties. Such agreement should not be unreasonably withheld. It is also understood that the timelines for the submission and processing of grievances will be suspended for the months of July and August in each year and that time limits will be extended accordingly.

9.3 ASSOCIATION GRIEVANCE PROCEDURE ON BEHALF OF A MEMBER OR GROUP OF MEMBERS

A. A grievance shall be in writing signed by a representative designated by the Association and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. The grievance will be filed in writing with the appropriate Dean, Dean of Libraries, Director, Student Integrated Health and Wellbeing or Vice-Provost, Students or their respective designate (University representative).

B. No later than 10 working days following the receipt of the grievance, the Dean, Dean of Libraries, Director, Student Integrated Health and Wellbeing, Vice-Provost, Students, and/or the University representative(s), shall meet with the Association representatives. In the case of a member grievance, the aggrieved member shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.

C. If the grievance is resolved at this stage, such resolution shall be documented and countersigned by the Association representative and the University representative within 10 working days of the meeting at which the settlement was reached.

D. In the event that the parties cannot resolve the grievance within 10 working days of the meeting(s) specified in 9.3.C, the Dean, Dean of Libraries, Director, Student Integrated Health and Wellbeing or Vice-Provost, Students or the University representative shall within a further 10 working days forward in writing to the Association representative the reasons for denying the grievance.

E. The Association may, within fifteen (15) working days of receipt of the response specified in 9.3D, give written notice of its intention to refer the matter to the Vice-Provost, Faculty Affairs.

F. In cases where the Dean, Dean of Libraries, Director, Student Integrated Health and Wellbeing or Vice-Provost, Students was not the decision maker, the steps A to E above may be skipped and the grievance may be filed directly with the Vice-Provost, Faculty Affairs.

G. No later than 10 working days following the receipt of the grievance, the Vice-Provost, Faculty Affairs or designate shall meet with the Association representatives. In the case of a member grievance, the aggrieved member shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.

H. If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the Association representative and the University representative within 10 working days of the meeting at which the settlement was reached.

I. In the event that the Association representative and the Vice-Provost, Faculty Affairs or designate cannot resolve the grievance within 10 working days of the meeting(s) specified in 9.3.G, the University representative shall within a further 10 working days forward in writing to the Association representative the reasons for denying the grievance.

J. The Association may within thirty (30) working days of receipt of the response specified in 9.3.I, give written notice of its intention to submit the grievance to an arbitrator for final and binding arbitration.

9.4 UNIVERSITY AND ASSOCIATION POLICY GRIEVANCE PROCEDURES

A. In the case of a University grievance the grievance will be initiated by the Vice-Provost Faculty Affairs and will be directed to the Association's grievance officer. In the case of an Association policy grievance the grievance will be initiated by one of the Association's grievance officers and will be directed to the Vice-Provost, Faculty Affairs.

B. The grieving party shall lodge a grievance in writing with the respondent. Such a grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

C. Such a grievance shall be in writing lodged within 66 working days from the action giving rise to the complaint or from the time the grieving party ought reasonably to have been aware of such action.

D. The parties shall meet within 20 working days of receipt of the grievance and make every reasonable attempt to resolve the grievance.

E. In the event that the parties cannot resolve the grievance within 10 working days of the meeting(s) specified above, the responding party shall forward in writing the reasons for denying the grievance. Thereafter, the grieving party may within a further 30 working days proceed to binding arbitration as per 9.5.

9.5 ARBITRATION

A. The grieving party may, within the time frames specified in Article 9.3 and 9.4, give written notice of its intention to submit the grievance to an arbitrator for final and binding arbitration.

1. The parties shall choose an arbitrator through mutual agreement. If no agreement has been reached within 20 business days, either party may request that the Minister of Labour appoint such an arbitrator as provided for under the Ontario Labour Relations Act.

2. By mutual agreement, the parties may choose to refer the matter to a three person arbitration board. In such a case the arbitration board will be constituted as follows: each of the parties shall, within 20 business days of the date at which notice was giving of the intention to submit the matter to arbitration, appoint their nominee to the board and notify the other party. The two nominees so nominated shall, within ten (10) working days of the nomination of the latter of them, attempt to settle by agreement the selection of the third person to be a member and chairperson of the Arbitration Board. If they are unable to agree on such a chairperson, they may then request that the Minister of Labour for Ontario assist them in the appointment of a chairperson. In the event of default by either party in nominating their representative to the Arbitration Board, within the 20 business day period referred to above the procedure and timelines for the appointment of a single arbitrator will prevail.

B. No person may be appointed as an Arbitrator or as a nominee who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.

C. The Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and provisions of this Agreement.

D. In cases where the Vice-Provost, Faculty Affairs disagrees with the recommendation of either the DEC, FTC, CAC or LAC after the conclusion of a probationary period the University will assume the burden of proof at arbitration.

E. Each will equally share the fees and expenses of the Arbitrator. Where a three person arbitration board is utilized each of the parties will bear the fee and expense of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairperson of the Arbitration Board.

F. The Arbitrator shall determine the procedure to be followed, which shall, however, afford full opportunity to the parties to provide evidence and to present arguments bearing on the case.

G. Decisions of the Arbitrator shall be final and binding upon the parties, but if the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision, and such clarification shall be binding.

ARTICLE 10 WORKLOAD

WORKLOAD PROVISIONS - MODE I

The workload provisions of Mode I apply to all faculty members hired before January 1, 1992, who have not elected the option described in 10.9 following.

10.1 ASSIGNED TEACHING AND RELATED WORKLOAD

Assigned teaching and related work averaged over a faculty member's two teaching semesters in the academic year will not exceed 50 hours per week, as measured by the aggregate of the following factors:

A. Academic Course Hours

1. Faculty members will teach from 9-16 academic course hours per week. An academic course hour is a fifty minute period scheduled for the instruction of a group of students.

2. Teaching after 6 p.m.

   A faculty member, who in a span of any six of their teaching semesters teaches after 6 p.m. a total of more than the equivalent of three academic course hours per week for one semester, will be given extra credit as follows: Each academic course hour taught after 6 p.m. in excess of the above limit will be credited as a 1-1/2 academic course hour for all purposes of this Article except for the purpose of calculating course preparation hours under B. below, and for the purpose of calculating student contact hours under 10.2.

3. The maximum daily teaching span will be seven hours, including a meal period, except that once a week it may be eight hours, including a meal period. However, at the faculty member's request the daily teaching span will be extended to ten hours to achieve a four day work week. Should the Chair/Director be unable to accede to the request they shall so notify the faculty member in writing with reasons. Should the faculty member be dissatisfied with the reasons, they may appeal to an ad hoc committee consisting of an appointee of each of the Vice-Provost, Faculty Affairs or designate, the Registrar, and the Association President. The decision of this committee shall be final.

B. Course Preparation Hours

1. For the first section of a new course, or a course not taught by the faculty member in the previous four years, three preparation hours for each academic course hour.

2. For the first section of a course taught within the previous four years, but not within the previous two years, including superseded courses in the same subject at the same level, two preparation hours for each academic course hour.

3. For the first section of a course taught within the previous two years, including superseded courses in the same subject at the same level, one preparation hour for each academic course hour.

4. If a course which would otherwise be covered by 2. or 3. above has undergone major changes in content or methodology since the last time the faculty member taught it, first section preparation credits will be as follows:

   a) For a course not taught in the previous three years, three preparation hours for each academic course hour.

   b) For a course taught in the previous three years, two preparation hours for each academic course hour.

5. For courses with more than six academic course hours per week, the first section preparation credits for the first six academic course hours will be as indicated in 1., 2., 3. and 4. above. For academic course hours after the first six, one preparation hour per academic course hour.

6. For each additional section of a course in 1., 2., 3., 4. or 5. above, l/3 preparation hour for each academic course hour.

C. Student Evaluation and Academic Counselling Hours

1. For marking assignments, assessing student performance on tests and examinations, developing evaluation techniques, academic advising, and individual instruction, one evaluation and counselling hour for each nine students in each course taught. In courses where with the agreement of the faculty member marking assistance is provided, this credit will be reduced to a level determined by the Chair/Director. For the purpose of calculating evaluation and counselling hours, the number of students in any class or section is the number of students registered on July 1, November 1, or February 1.

2. Each faculty member will schedule at least one counselling hour per week for every three academic course hours assigned.

D. Routine Department/School Duties

No faculty member will be credited with less than one half-hour per week for the performance of routine Departmental/School duties such as Department/School Council meetings.

E. Curriculum Development

1. Before a faculty member undertakes to design a new course, or revise an existing course, the faculty member and the Chair/Director will agree in writing on the amount of time to be allowed for the task, on an hour-for-hour basis.

2. The amount of time so allowed will be deemed to be distributed evenly over the academic term for the purpose of this Article only.

F. Research Projects

Before a faculty member undertakes a research project with workload credit, the faculty member and the Chair/Director will agree in writing that at least 6 academic course hours per the academic year will be allowed for the task.

G. Special Assignments

1. Before a faculty member undertakes a special assignment, such as committee work or course coordination, the faculty member and the Chair/Director will agree in writing on the amount of time to be allowed for the assignment, on an hour-for-hour basis. Appropriate time on an hour-for-hour basis will also be allowed for assigned students in project, thesis, or independent study courses.

2. The amount of time so allowed will be deemed to be spread evenly over the academic term for the purpose of this Article only.

10.2 STUDENT CONTACT HOURS

The number of weekly student contact hours averaged over a faculty member's two teaching semesters in the academic year will not exceed 540. For the purpose of determining student contact hours, the number of students in any class or section is the number of students registered on July 1, November 1, or February 1.

10.3 PERMISSIBLE REASONS FOR REFUSAL OF TEACHING ASSIGNMENTS

A faculty member is entitled to refuse their teaching assignment before the beginning of a semester for any of the reasons listed below. Such refusal will not be cause for disciplinary action.

A. The number of assigned weekly academic course hours for the semester exceeds 16.

B. The sum of assigned weekly academic course hours over the two teaching semesters in the academic year exceeds 32.

C. The teaching span exceeds eight hours on any one day or seven hours on any two or more days.

D. The teaching span exceeds ten hours on any one day for a faculty member who, by their own request, is on a four day work week.

E. The potential aggregate of weekly workload hours for the semester exceeds the faculty member's maximum average for the academic year by 20 per cent or more.

F. The potential number of weekly student contact hours for the semester exceeds the faculty member's maximum average for the academic year by 20 per cent or more.

Note: The potential measures referred to in subsections E and F above are calculated by assuming that the number of students in any class or section on the official count date will equal the maximum number of students that will be allowed to register in that class or section.

10.4 REDRESS FOR ACTUAL WORKLOAD INFRACTIONS

A. As soon as practicable after the February 1 count date, but not later than March 31, every faculty member will be issued a Workload Statement indicating their actual aggregate workload hours and student contact hours for the academic year. Copies of all Workload Statements will be forwarded to the Association at the time that they are issued to faculty members. Any subsequent changes or corrections will also be forwarded to the Association.

B. Infractions of the aggregate workload hour limit and/or student contact hour limit will be redressed by reducing the faculty member's corresponding limit or limits for the next teaching year by 110% of the excess incurred. If these infractions are not addressed in the next teaching year, the reduction in the faculty member's corresponding limit or limits will accumulate until the redress is provided.

C. To assist in the settlement of disputes involving the facts of the Workload Statement, a Workload Facts Committee consisting of an appointee of the Vice-Provost, Faculty Affairs or designate, an appointee of the Association President, and a third person jointly appointed will review and verify relevant data.

10.5 CLASS OR SECTION SIZE

A. A faculty member is entitled to refuse to teach the class or classes involved if, at any time during the semester, any one of their classes has a registered enrolment of more than 48 students or any two of their classes have registered enrolments of more than 44 students in each. Such refusal will not be cause for disciplinary action.

B. Normally, class or section sizes will not reach the above refusal limits. With the agreement of the faculty member, a Chair/Director may combine classes or sections, provided effective teaching is not prejudiced thereby. With the agreement of the Chair/Director, a faculty member may combine classes or sections, provided effective teaching is not prejudiced thereby.

10.6 WORKLOAD INTERPRETATIONS

A. In courses designated in the University Calendar as having two distinct teaching modes each of at least two academic course hours per week and having two distinct evaluation systems each weighted at least 25 per cent of the final grade, an evaluation and counselling credit of one hour for every nine students will be assigned for each teaching mode.

B. When more than one faculty member has an assigned responsibility for a common group of students in a course, each faculty member will be credited with an appropriate share of the teaching workload factors, except as in C. below.

C. For team-taught courses that, with the Dean's approval, require the simultaneous presence in class of more than one faculty member, each team member will be credited with the full academic course hours of the simultaneous instructional periods, and the preparation credits will be the average of full credit and prorated credit.

10.7 DECREASED TEACHING LOAD

With the approval of the Chair/Director, a tenured faculty member who has embarked on a program of professional improvement may accept a decreased teaching load at the University with a proportionate reduction in salary.

10.8 VOLUNTARY REDUCED WORKLOAD

A. A tenured faculty member will be granted up to fifty percent reduction in teaching workload with a proportionate reduction in salary, provided that:

1. the faculty member has a minimum full-time service of five years;

2. the reduction normally will be effective for a twelve-month period;

3. the request is made to the Chair/Director six months in advance;

4. the Chair/Director is able to make suitable arrangements to cover the remaining teaching workload;

5. the University reserves the right to limit the number of faculty members on reduced workload at any one time to not more than ten per cent of the total number of faculty members;

6. the University reserves the right to limit the number of faculty members on a fifty percent reduced teaching workload in a given Department/School at any one time to not more than ten per cent of the total number of faculty members of the Department/School.

B. In order to facilitate gradual retirement, for tenured faculty members whose age plus years of University service equals 80 or more:

1. The provision of 10.8.A.4. above shall not apply;

2. The University shall make every reasonable effort to accommodate such faculty members who request a fifty per cent teaching workload reduction with all of the required teaching done in one specified semester. Where the number of applicants for such a reduced teaching workload exceeds the limit in 10.8.A. 6. above, those applicants with the highest total of age and years of University service shall be granted the teaching workload reduction.

C. Notwithstanding section 10.8.A.2. above, the University will make every reasonable effort, upon request, to grant voluntary reduced workload for periods longer than twelve months and/or renewals of twelve-month reduction periods, subject to the other provisions of 10.8.

D. 1. During the period(s) of reduced workload/reduced salary, a faculty member shall receive benefits coverage as if they were employed on a full workload/full salary basis, and they shall make contributions accordingly, except that, as regards the Long-term Disability Plan, this provision shall be operative only for a maximum of two years and that thereafter for any remainder of the reduced workload/reduced salary period, the coverage under that Plan shall be provided on the basis of the reduced salary.

2. Subject to applicable Pension Plan provisions, the faculty member and the University will continue to contribute to the Pension Plan on the basis of the faculty member's full normal salary level, with the objective of not affecting adversely either the faculty member's future pension or the funding basis of the Pension Plan. Each faculty member should seek the advice of the Human Resources Department in advance of requesting

reduced workload to determine the effect, if any, of the specific provisions of the Pension Plan in which the faculty member is participating. In cases where the Pension Plan prohibits contributions on the basis of full normal salary, the University will pay the faculty member the balance of the contribution it would otherwise have had to make.

10.9 WORKLOAD OPTIONS

Faculty members appointed before January 1, 1992, may elect to accept the same range of academic duties and responsibilities required of faculty members appointed after December 31, 1991, and described in Mode II below as follows:

A. A change in workload mode will be effective at the beginning of the Fall term and cannot be changed during an academic year.

B. The faculty member will indicate in writing to their Chair/Director with a copy to the Dean on or before December 15 of their desire to change to Mode II workload provisions the following Fall term.

C. On or before the following March 31 the faculty member and the Dean will agree in writing as to which focus of emphasis (Teaching or SRC duties as defined below in Mode II) will prevail.

D. Once a faculty member commences working under the provisions of Mode II below they lose all rights to the workload provisions and protections of Mode I except those mentioned in this section on Workload Options. They also lose all rights, privileges, obligations and protections reserved elsewhere in this Agreement for faculty members appointed before January 1, 1992, and listed in Article 2.5 (Terms of Agreement – Grand Parenting Provisions), for as long as the faculty member is working under the provisions of Article 10, Mode II (Workload).

E. During the first three years of working under the provision of Mode II the faculty member may, by giving notice in writing to the Chair/Director, with a copy to the Dean, on or before December 15, return to the workload provisions of Mode I effective the following Fall semester.

F. The right to choose the provisions of Mode II of Article 10 (Workload) as articulated in 10.9.B. and 10.9.C. above may be exercised a total of three times. It is understood that the third such choice is final and binding such that the faculty member's workload and consequent rights, privileges, obligations, and protections will, until retirement, be those applicable to faculty members hired after December 31, 1991.

G. No faculty member who has not exercised for the third time the choice described in 10.9.B. and 10.9.C. above will be required to elect the workload provisions applicable to faculty members hired after December 31, 1991.

10.10 CHANGES TO THE PROVISIONS OF MODE I

A. Changes to Mode I of Article 10 (Workload) require negotiation and ratification by two-thirds of the faculty members hired before January 1, 1992, and still working under the provisions of Mode I.

B. Changes to Mode I of Article 10 (Workload) cannot be made as a result of arbitration.

C. Mode I of Article 10 (Workload) forms a part of this Agreement until all faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first.

WORKLOAD PROVISIONS - MODE II

The workload provisions of Mode II of Article 10 (Workload) apply to all faculty members hired after December 31, 1991, and to those faculty members hired before January 1, 1992, who have made the choice described in 10.9 B. and C. of Mode I above.

10.11 ACADEMIC DUTIES AND RESPONSIBILITIES

A. The academic duties and responsibilities of faculty members shall be an appropriate combination of:

1. teaching, curriculum development and student counselling, evaluation and supervision (hereinafter, "Teaching duties");

2. administrative duties and service to the profession and community (hereinafter, "Service duties"); and,

3. scholarly, research and creative activities (hereinafter, "SRC duties").

B. The distribution of these responsibilities may vary among Departments/Schools and may vary between individual faculty members. The "appropriate combination" mentioned in A above is determined by University standards and local norms (i.e., within the Department/School and Faculty). All references, in earlier Collective Agreements, to Focus of Emphasis (Teaching or SRC) shall have no further force and effect in the administration of the Collective Agreement; but this notwithstanding, Focus of Emphasis shall be considered in tenure and promotion decisions as part of the faculty member’s career history.

10.12 TEACHING DUTIES

A. Teaching Responsibilities

Faculty members are obligated to develop and maintain their scholarly competence and effectiveness as teachers, and perform the teaching duties assigned to them. Faculty members' teaching responsibilities include, but need not be limited to, the following:

1. to prepare and to present courses which reflect the current state of knowledge and the course description in the University Calendar;

2. to adhere to the Senate's policy on Course Management;

3. to be available for student consultations, including the posting and observance of reasonable office hours (a minimum of one appropriately scheduled hour per week for every three academic course hours assigned);

4. to meet at scheduled times with lecture, tutorial, seminar, studio and laboratory groups; and to obtain advanced approval from the Chair/Director for any deviation from their teaching schedules or courses of studies;

5. to be responsible for the preparation, supervision, coordination and grading of all course assignments, tests and examinations;

6. to submit final grades as required by the University;

7. to serve as academic advisors in the preparation and defence of theses or projects;

8. to undertake special assignments; and,

9. to supervise the work of Academic Assistants assigned to them.

B. Teaching Workload

Each faculty member shall receive a provisional teaching workload for the next academic year by May 15. This provisional workload may be changed at a later date, due to unforeseen operational requirements. Faculty members shall be provided their teaching schedule not less than ten (10) weeks prior to the commencement of the term. In the event of previously unforeseen circumstances this schedule may be changed before the commencement of the term. In such cases the change must be made as early as possible and with the agreement of the faculty member, which will not be unreasonably withheld.

Assignment of teaching load to a faculty member shall be determined in a fair, equitable and transparent manner, based on the existing Department/School Teaching Standard and shall depend on relevant factors including but not limited to the following:

1. the number of different courses or course areas taught by each faculty member;

2. the number of scheduled hours per course;

3. teaching and evaluation methods, and the number of hours of preparation, grading and administration per course;

4. the expected student enrolment in each class, and the total number of students in a faculty member's classes;

5. the number of hours of academic counselling and consulting per course;

6. the degree of teaching and/or marking support provided to the faculty member teaching a given course;

7. the type (lecture, studio, placement, fieldwork, practicum, laboratory, seminar, etc.) of each course;

8. the level (introductory, upper year, graduate etc.) of each course;

9. the availability of academic assistants;

10. additional hours of preparation for a new course or substantially revised course;

11. the amount of field, clinical, research, thesis, the number of approved directed studies courses and other academic supervision of students;

12. supervisory responsibility for laboratory or tutorial sessions;

13. off-campus teaching.

C. Teaching Standard - Mode II

1. The maximum course load for tenure-stream faculty members will be four half course equivalents during an academic year, generally with two half course equivalents assigned in one semester and two half course equivalents in the other semester. This is the cap, but in the case of individual Departments/Schools, it may be lowered when Department/School practices or norms, as approved by the Dean, provide for a lower teaching load or through the process described in Article 10.17. Departments/Schools which have already achieved lower teaching assignments that are financially sustainable and academically sound will continue with their existing standard.

2. In individual cases where a tenured faculty member prefers a variation in the relative balance of teaching, SRC, and service activities, they may choose a teaching assignment one half course greater than the member's Department/School teaching standard. Where a tenured faculty member chooses such an increase in teaching assignment, there will be a reduced expectation of SRC engagement, but not zero SRC activity. A tenured faculty member shall notify their Chair/Director of their desire for increased teaching workload no later than December 1 of the preceding academic year. While a faculty member is entered into such an arrangement they cannot be assigned an additional course under Article 10.12.C.4 and entering into such an arrangement shall not be used as a reason to assign an additional course under Article 10.12.C.4. The change in relative levels of activities in teaching, SRC, and service resulting from such a voluntary arrangement will not be used as a rationale to give the faculty member a teaching assignment greater than the Department/School's teaching standard in the academic year immediately following the end of the voluntary arrangement. The Association shall be notified of all such arrangements.

3. Faculty members will teach a minimum of one half-course in each of the required two teaching terms. It is understood that there may be exceptions which are beneficial to both the faculty member and the Faculty and Department/School having regard to the workload assignment provisions of 10.12.B and a faculty member may request this and seek written approval from the Dean and the Vice-Provost, Faculty Affairs.

4. Notwithstanding 10.12.C.1. above, in unusual cases a tenured member's teaching assignment may be greater than the teaching standard in their academic unit, even where that standard is already at the cap provided for in 10.12.C.1. above, where such an increase is justified by that individual member's total contributions in teaching, SRC, and service activities over time.

If the Dean, based on an assessment that the faculty member has not met an acceptable level of SRC activity over the past two years, proposes to increase the teaching load of the faculty member to a level above the teaching standard in their academic unit, the Dean will notify the faculty member of the basis for this proposal in writing and provide the faculty member an opportunity to demonstrate

a) that the member meets or has met an acceptable standard of SRC, including ongoing SRC activity that is reasonably expected to result in dissemination of research outcomes or scholarly/creative activities that is reasonably expected to result in dissemination of research outcomes or scholarly/creative activities over a reasonable period of time (by reference of their contributions over the last two years) or

b) that the member has a plan for engaging in an acceptable level of SRC over the next twelve months.

The Dean will meet with the faculty member to discuss the matter, and if the Dean nonetheless concludes that the faculty member's SRC activities or planned SRC activities (as defined in a) and b) above) is unacceptable, the Dean will notify in writing the member of the assignment of additional teaching load in the upcoming academic year, with a statement of reasons for the increase, with a copy to the Association. If the faculty member produces a plan acceptable to the Dean, but over the next twelve months there has been no reengagement as proposed in the plan, the Dean may assign an additional teaching load in the upcoming academic year. In any event, the increase in the teaching workload shall be no more than one half course equivalent per academic year.

In determining whether a faculty member should be assigned the additional teaching load, the Dean shall have regard to any other relevant factors affecting the faculty member's total contributions in teaching, SRC and service activities. This is a collegial process intended to re-engage a faculty member in SRC activities.

At the faculty member's request, after at least one year and thereafter no more than once per year, a meeting will be held to review any changes to the total workload contribution and a return to the teaching standard.

5. Faculty members will not teach more than twelve (12) academic course hours per week averaged over the term. An academic course hour is a fifty minute period scheduled for the instruction of students. For the purpose of calculating academic course hours the time spent teaching in

studio format is deemed to be equivalent to that spent in classroom teaching.

6. Subject to Article 10.12.C.1. above, in a given academic year, a faculty member may, with their consent, teach more than two or three half-course equivalents in one semester (whichever is applicable), provided there is a corresponding reduction in their academic course hours in the other semester. The Association will be notified of any such arrangement.

D. The maximum daily teaching span will be seven hours, including a meal period, except that once a week it may be eight hours including a meal period. However, by mutual agreement, the daily teaching span may be extended to ten hours to achieve a four day teaching week.

E. A faculty member shall not be required in any academic year to teach more than one full course (one two-semester course) or two half-courses that begin at or after 6 p.m. (A course taught on a Saturday shall be deemed equivalent to an evening course as mentioned in this paragraph.) Where there are available scheduled courses, a faculty member may request up to two (2) evening courses per academic year as part of their regular normal workload but in no case will this be required.

F. Faculty members will not be required to teach more than two semesters in any academic year. Notwithstanding the fact that the non-teaching term is normally Spring-Summer, in any given year by mutual agreement a faculty member may elect the Fall or Winter as a non-teaching term.

G. The University is committed to supporting faculty members through the provision of Academic Assistants and hence the level of support from Academic Assistants will, as a minimum, be maintained at the 2015/16 academic year and continue in accordance with current Faculty and Department/School practices or as indicated in the Department/School teaching standard. It is understood that where there is a change in course delivery, enrolment or other similar factors that reduces the need for Academic Assistants, reallocation may be made within individual Faculties.

H. Pre-tenure faculty members in their first year will teach one less half-course than the Department/School standard. At the pre-tenure member's request this half-course reduction may be deferred to any semester during the probationary period.

I. Notwithstanding the local definition of a course, a member who is assigned three courses in one semester and two in the other semester of an academic year will have fewer assigned academic course hours in the two-course semester than in the three-course semester.

J. Workload Redress

1. A faculty member who believes that the workload provisions, as they apply in the member's Department/School, have been violated may ask that the Dean review their teaching assignment in terms of the Department/School teaching standard and SRC and Service activities. If the Dean agrees with the faculty member they shall record in writing a mutually satisfactory resolution of the violation. Such resolutions may be, but are not limited to, agreements involving adjustment of the current workload, appropriate workload reduction in the following semester or academic year, or support from academic assistant(s).

2. If the Dean disagrees with the faculty member, the faculty member may request that their workload be evaluated by a three person ad hoc committee drawn from the membership of the FPC, one selected by the faculty member, another by the Dean and a third mutually agreeable person to serve as chair. If there is a dispute involving the facts of the teaching workload assigned, a Workload Facts Committee consisting of an appointee of the Vice-Provost, Faculty Affairs or designate, an appointee of the Association President, and a third person jointly appointed will review and verify relevant data. The decision of the ad hoc committee is binding on both the Dean and the faculty member.

   The ad hoc committee referred to in this section will normally report its decision no later than 45 days after the request for a review of their workload as made by the faculty member.

K. With the approval of the Chair/Director, a tenured faculty member who has embarked on a program of professional improvement may accept a decreased workload at the University with a proportionate reduction in salary.

10.13 SRC DUTIES

A. Faculty members have the right and responsibility to devote a reasonable proportion of their time to scholarly, research or creative activities so as to contribute to the advancement and application of knowledge in their discipline/field as well as to maintain discipline currency.

B. Faculty members shall indicate in their published or exhibited work(s) their affiliation with the University and acknowledge the work and cooperation of others.

C. Faculty members have the right to choose the topics or areas in which they will carry out their SRC duties.

D. As set out below, SRC can and does take on a diversity of forms.

Beyond applying for grants and/or other forms of support from appropriate public and private agencies, it is understood that peer review of SRC activities constitutes a cornerstone of academic scholarship. In those disciplines where peer refereed publication is not the norm, the results of such work shall be accessible to and recognized through impartial assessment by the relevant scholarly community.

SRC shall include but not be limited to the following:

1. research, scholarly or creative projects/investigations or works conducted individually or in cooperation with others, so that the results or products/creations are (i) published in academic and/or professional journals, public reports, conference proceedings, or as patents or (ii) presented/exhibited at conferences, seminars or showings;

2. studies, works, writings or creative productions that are published as books, chapters in books, monographs or disseminated by other suitable means;

3. experimentation with classroom, laboratory, studio and fieldwork techniques and formats, creative works and processes, etc.;

4. active supervision of graduate students to successful degree completion and/or in the activities in listed 1 and 2 above;

5. other scholarly, research or creative activities as recommended by a Department/School and approved by the Dean.

10.14 SERVICE DUTIES

A. Service to the University

1. Consistent with their primary teaching and scholarly responsibilities, faculty members shall share in the governance of their Department/School, including curricular review and quality assurance processes, to a reasonable extent and their Faculty through active membership on appropriate bodies such as Department/School councils, and shall participate to a reasonable extent in other University bodies including Department/School, and University committees, Senate and the Board, when called upon to do so or when elected to such bodies.

2. While carrying out administrative duties, faculty members shall treat academic colleagues, other employees and students ethically, so that objectivity and fairness are maintained in all deliberations, including assessment of performance of any colleague, other employee or student.

Faculty members shall observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.

B. Service to the Profession and the Community

1. Faculty members have the right to participate in the work of learned societies, professional associations and union/labour organizations, including the Faculty Association, the Ontario Confederation of University Faculty Associations, and the Canadian Association of University Teachers. When a faculty member's service to such bodies conflicts with scheduled teaching and/or administrative duties, the faculty member shall make alternate arrangements subject to the approval of their Chair/Director or equivalent to ensure that such scheduled teaching and/or administrative duties are fulfilled. A faculty member's service to such societies and associations shall be considered in the assessment of the academic performance of the faculty member.

2. Faculty members are encouraged to serve the community in a manner that enhances the reputation of the University. However, except when specifically authorized to speak on behalf of the University, faculty members must make it clear that their positions and opinions are personal.

10.15 VOLUNTARY REDUCED WORKLOAD

A. A tenured member of faculty will be granted up to a fifty per cent reduction in academic workload with a proportionate reduction in salary, provided that:

1. the faculty member has a minimum full-time service of five years;

2. the reduction normally will be effective for a twelve-month period;

3. the request is made to the Chair/Director six months in advance;

4. the Chair/Director is able to make suitable arrangements to cover the faculty member's teaching and Departmental/School service functions which are part of the reduction;

5. the reduction, unless otherwise agreed to by the Chair/Director and approved by the Dean, will be prorated across the Teaching, SRC and Service components of the faculty member’s normal workload;

6. the reduction does not abrogate the faculty member's obligation to complete any contractual obligations that form a part of an SRC or Service project to which the faculty member was obligated prior to requesting a reduced workload; and

7. it is understood that the University reserves the right to limit the number of faculty members on reduced workload at any one time to not more than ten percent of the total number of faculty and to limit the number of faculty members on a fifty percent reduced workload in a given Department/School to not more than ten per cent of the total number of faculty members of the Department/School.

B. In order to facilitate gradual retirement, for tenured faculty members whose age plus years of University service equals 80 or more:

1. the provision of 10.15.A.4 above shall not apply; and,

2. the University shall make every reasonable effort to accommodate such faculty members who request a fifty per cent workload reduction with all of the work done in one specified semester. Where the number of applicants for such a reduced workload exceeds the Department/School limit in 10.15.A.7 above, those applicants with the highest total of age and years of University service shall be granted the workload reduction.

3. The maximum number of years a faculty member is eligible for reduced workload under 10.15.B is limited to four (4) years over a six (6) year period. This does not include any years prior to July 1, 2020 that the faculty member was on a reduced workload pursuant to these provisions.

C. Notwithstanding section 10.15.A.2 above, the University will make every reasonable effort, upon request, to grant voluntary reduced workload for periods longer than twelve months and/or renewals of twelve-month reduction periods subject to the other provisions of 10.15.A above.

D. 1. During the period(s) of reduced workload/reduced salary, a faculty member shall receive benefits coverage as if they were employed on a full workload/full salary basis, and they shall make contributions accordingly, except that, as regards the Long-term Disability Plan, this provision shall be operative only for a maximum of two years and that thereafter for any remainder of the reduced workload/reduced salary period, the coverage under the Plan shall be provided on the basis of the reduced salary.

2. Subject to applicable Pension Plan provisions, the faculty member and the University will continue to contribute to the Pension Plan on the basis of the faculty member's full normal salary level, with the objective of not affecting adversely either the faculty member's future pension or the funding basis of the Pension Plan. Each faculty member should seek the advice of the Human Resources Department in advance of requesting reduced workload to determine the effect, if any, of the specific

provisions of the Pension Plan in which the faculty member is participating. In cases where the Pension Plan prohibits contributions on the basis of the full normal salary, the University will pay the faculty member the balance of the contribution it would have otherwise have had to make.

10.16 THE ACADEMIC YEAR

It is recognized that the three components of the academic duties and responsibilities described in 10.11 A above will generally be distributed unevenly across the three terms depending on such factors as when the faculty member is assigned to do their teaching, the balance among Teaching and SRC duties, the amount of administrative responsibilities involved in the service component, etc.

10.17 DEPARTMENTAL/SCHOOL TEACHING STANDARD FOR MODE II TENURE STREAM FACULTY

A. Definition of Teaching Standard: The teaching standard is the normal teaching workload in a Department/School, including the definition of a course. The teaching standard may vary from discipline to discipline.

B. The Department/School teaching standard shall be made available to Mode II members through Department/School offices and shall be distributed to all new members.

C. Each Faculty will constitute a Faculty Teaching Standards Committee (FTSC) which shall consist of the Department Chair/School Director and one elected Mode II faculty member from each Department/School. Normally members serve for two (2) years on the Faculty Teaching Standards Committee, the terms to be overlapping. In the first year of this agreement, half the terms will be for one year, the decision to be made by lot. A chair will be elected by and from the members of the Faculty Teaching Standards Committee. The purpose of the Faculty Teaching Standards Committee is to review and comment on Departmental/School proposed teaching standards to promote equity, transparency, and academic quality across the Faculty. This committee will develop its own procedures. By September 30 of each year the Chair of the committee shall forward the names of the members of the committee and the name of the Chair to the Dean, the Vice-Provost, Faculty affairs and the Association.

D. Each Department/School may develop or alter a teaching standard provided that the standard:

1. Is in accordance with the provisions of this Agreement, including Article 7 and the academic responsibilities of members in Article 10;

2. Ensures that the academic program obligations of the Department/School can be met;

3. Ensures that the assignment of scheduled duties of members in the Department/School is carried out as equitably as possible;

4. Addresses normal teaching activities, including but not limited to: curriculum development and revision, preparation and presentation of courses (including mode of delivery); supervision of students (including interns, placement, practicum, field, clinical, thesis and research supervision of undergraduate and graduate students); evaluation; academic counselling; supervising teaching and academic assistants, course administration, instructional development;

5. Where applicable, local provisions for a reduction in course load due to specific activities;

6. Addresses the course load norms and practices established in similar disciplines in universities with similar academic obligations, taking into account expectations in the three broad areas of academic workload;

7. Addresses the nature of specific courses including: course enrolment, method of instruction, method of evaluation, the role of technology, course level, the number of times the course has been taught by a Member, and the availability of academic assistants (AA). The Committee will develop, where appropriate, guidelines for the relationship between course characteristics and the provision of teaching assistants, including markers, lab assistants and instructors, and the provision of a local cap on marking;

8. Ensures program quality and the meeting of student needs;

9. Considers the resource implications of the proposed teaching standards;

10. Ensures the provision of appropriate service to other programs;

11. Where appropriate, other relevant factors such as SRC and administrative expectations.

E. Process:

1. Any proposed alteration of a teaching standard shall be formulated by a committee of Mode II tenure-stream Members in the Department/School elected by the Mode II tenure-stream Members of the Department/School.

2. The Committee shall invite the Dean to address it on process and any other relevant matters. The committee may invite a representative of the Association to advise it.

3. The proposed teaching standard shall be forwarded to the Faculty Teaching Standards Committee for comment and advice. This committee shall respond within eight weeks. This stage of the process is envisaged as a collegial interaction between the Faculty Teaching Standards Committee and the Department/School.

4. Following receipt of the advice of the Faculty Teaching Standards Committee, the proposed teaching standard shall be ratified by the Mode II Members of the Department/School in a properly constituted meeting within nine (9) months of an initiation of a review or alteration under Article 10.17.E. and/or 10.17.E.11. If there is a substantive change in the standard as it moves through the process, the new version must be ratified as above.

5. The Departmental committee shall provide a copy of the ratified teaching standard to the Dean within two (2) weeks of its ratification. A copy will be provided to the Association.

6. Upon receipt of a ratified Teaching Standard from a Department/School, the Dean shall respond to the Department/School, with a copy to the Faculty Teaching Standards Committee and the Association, within three (3) months. The Dean shall accept a ratified teaching standard provided that it permits the Department/School to fulfill its academic program obligations. If the Dean is unable to accept the ratified teaching standard, they shall:

    a) indicate in writing, where appropriate:

        i. how the proposed teaching standard does not allow the Unit to fulfill its academic program obligations in a sustainable fashion;

        ii. why the proposed teaching standard is not equitable, financially viable, and/or consistent with the strategic plans of the School/Department and the Faculty;

iii. what changes to program delivery and/or resources of the unit or changes to workload would be necessary to gain approval of the proposed teaching standard; and

b) meet with the Committee to address their concerns and endeavour to come to some agreement on an acceptable teaching standard. The committee may request an Association presence at these meetings. Should the Dean and the committee agree to a standard that is significantly different from that submitted, it must be ratified by a majority of Mode II members in the Department/School.

7. In the event that the Dean and the Department/School are unable to resolve their differences in respect of establishing a new or altered teaching standard, the matter shall be referred to the FTSC who shall consider all the issues presented by the Department/School and the Dean and shall formulate written recommendations within six weeks. The FTSC shall forward copies of their recommendations to the Dean, the Department/School, the Association and the Provost.

8. The Dean and the Department/School shall review the recommendations and attempt to resolve their differences. If, after attempting to find a resolution, or after six weeks have elapsed from the receipt of the FTSC recommendation, the Dean is still unable to approve the Department/School proposal, the matter shall be referred to the Provost and Vice-President, Academic, who shall meet with the Dean and the Department/School to review the issues. The Provost shall render a final decision within ninety (90) days whether to accept or deny the Department/School standard, stating reasons and recommendations in writing to the Department/School, the Dean, the affected faculty members, the Association and the Faculty Teaching Standards Committee. The Provost may also suggest modifications in an attempt to settle the dispute. Any such modifications must be ratified by the Department/School.

9. Until such time as an agreement on the teaching standard is reached, the previous teaching standard will continue to apply.

10. The Association shall be given notice of any formulation or alteration of a teaching standard.

11. A Department/School and/or the Dean may initiate a review of the teaching standard if one or more of the following applies:

a) There has been a significant change in the resources of the Department/School;

b) There has been a significant change in the academic program obligations of the Department/School;

c) There has been a significant change in some or all of the variables listed in 10.17.D. as being relevant to the formulation of a Teaching Standard;

d) The current teaching standard does not adequately lead to a fair allocation of workload in the Department/School and/or a fair balance between scheduled and unscheduled duties;

e) The current Teaching Standard provides for a scheduled review.

10.18 TEACHING ASSIGNMENTS FOR LIMITED TERM FACULTY

A. A Limited Term Faculty member who is hired with only the teaching and service components as per 4.6.A.1 shall teach at most two half courses per year more than the Mode II Department/School standard (that is, one per term); otherwise they shall teach up to the Mode II Department/School teaching standard. Notwithstanding this, the maximum teaching assignment of an LTF shall not exceed three half courses in each of the two teaching semesters of the academic year.

B. The provisions of 10.12.B. shall apply.

10.19 WORKLOAD PROVISIONS – MODES I AND II

A. Saturday and Evening Obligations

Teaching on Saturdays will be on a voluntary basis. Faculty members may be required to invigilate two Saturday examinations per academic year. Unless agreed to as a special condition at the time of employment, teaching after six p.m. will be on a voluntary basis.

B. Final Grade Submission

A faculty member's teaching responsibilities include submitting final grades as required by the University, provided that there is a minimum period of four (4) days (including Sunday if relevant) following a faculty member's last exam during which grade submissions cannot be required.

ARTICLE 11 ACADEMIC FREEDOM

A. Faculty members and Librarians have the right to academic freedom.

B. Academic freedom is the right to search for truth, knowledge and understanding and to express freely what one believes.

C. The University as an institution and the community of its scholars have a duty to protect and defend the search for knowledge and understanding by all who inquire, teach, offer professional library service and learn under their auspices. They shall be free to teach, to carry out scholarly research and creative activities and to publish the results thereof, and to discuss and to criticize both the University and the wider society it serves.

D. Furthermore, faculty members and Librarians are entitled, regardless of prescribed doctrine, to freedom:

1. to practice their professions of teacher and scholar;

2. in their teaching and SRC duties and publishing the results thereof;

3. to select, acquire, disseminate, or use documents in the exercise of their professional responsibilities;

4. to discuss and to criticize the University, the Association, and society; and,

5. from censorship by the University in these areas.

E. In exercising such freedom, there is a responsibility to adhere to the law and to respect the academic freedom of all others who enjoy academic freedom.

F. The censorship of information is inimical to the free pursuit of knowledge. The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the teaching, SRC and study needs of the University community. The parties agree that no censorship based on moral, religious or political values shall be exercised or allowed against any material which an individual from either party desires to be placed in the library collections of the University.

G. Academic freedom does not require neutrality on the part of the individual. Neither does it confer legal immunity nor diminish the obligation of individuals to meet their duties and responsibilities.

ARTICLE 12 BENEFITS

12.1 GENERAL PROVISIONS

A. The University agrees to continue to fully fund the existing Benefits Plans listed in this Article, except as provided for below.

B. Active Members who are 65 years of age or older, will be required to submit any eligible expenses under the Extended Health Care Plan first to the Ontario Drug Benefit (ODB) plan for reimbursement. They may then submit any residual eligible expenses, including deductibles and co-payment amounts administered by the ODB, to the University's insurance carrier for applicable reimbursement.

C. Enrolment and eligibility in respect of the Extended Health Care Plan is contingent upon the member having provincial medicare or its equivalent. Employees may be required to demonstrate proof of such coverage. Active members shall enrol in the Ontario Health Insurance Plan (OHIP) or the University Health Insurance Plan (UHIP), as per the policy listed in Memorandum of Understanding 11 (Benefits) if OHIP is not available. Membership of UHIP is considered to be the equivalent of having provincial medicare for purposes of this Article.

D. Members enrolled in UHIP shall take action to enrol in OHIP normally no later than three months after their start date. The University agrees to pay UHIP premiums for a maximum of eighteen (18) months for the members and their dependant(s) from the date of hire. After eighteen (18) months, the University will pay 50% of the cost of UHIP premiums for the member and their dependant(s).

12.2 EXTENDED HEALTH CARE PLAN

Coverage up to prescribed limits and with reasonable and customary limits, as described in the policy referred to in Memorandum of Understanding 11 (Benefits) and amended by Memorandum of Understanding 28 (Benefits Improvement) and Memorandum of Understanding - 29 (Benefit Improvements in 2026 Round of Negotiations) is available to members and their eligible dependents, for the services described in the policy.

12.3 VISION CARE

As per the policy listed in Memorandum of Understanding 11 (Benefits) effective January 1, 2011 through to December 31, 2012 and every two year period thereafter, members are entitled to claim up to a maximum of $1,000.00 for any combination of contact lenses and/or frames and lenses for eyeglasses or eye laser surgery.

12.4 GROUP LIFE INSURANCE

A. As per the policy listed in Memorandum of Understanding 11 (Benefits) the University assumes 100 percent of the cost of premiums paid for a group life insurance policy with face value of two times annual salary to a maximum of $500,000. Participation in this Group Life Plan is a condition of employment.

B. As per the policy listed in Memorandum of Understanding 11 (Benefits) the University assumes 70 percent of the cost of premiums for a further group life policy of face value two times annual salary, to a maximum of $500,000. Participation in this Group Life Plan is a condition of employment.

12.5 PENSION PLAN

All full-time faculty members will contribute to the Toronto Metropolitan University Pension Plan. The Plan is integrated with the Canada Pension Plan.

The member's contribution to the Toronto Metropolitan University Pension Plan at the present time is 9.5 per cent of regular salary effective January 1, 2012.

The regulations covering the Plan are part of this Agreement.

Members have the option to commence receiving pension benefits from the Toronto Metropolitan University Pension Plan at age 65. In such cases, the employer and employee contributions to the Plan will cease.

12.6 LONG-TERM DISABILITY PLAN (L.T.D.P.)

Each member is required, as a condition of employment, to participate in the Long-Term Disability Protection Plan described in Appendix A (Long-term Disability Plan (L.T.D.P.). Note: The current Long-term Disability Plan, as per the policy listed in Memorandum of Understanding 11 (Benefits), provides that Long Term Disability Insurance and/or coverage terminates automatically and without notice and without payment of notice at the end of the month in which the member reaches age 65.

Effective July 16, 2024, the benefit amount is the lesser of $15,000 and 80% of Insured Earnings.

12.7 BUSINESS TRAVEL ACCIDENT INSURANCE

In accordance with current University policy, listed in Memorandum of Understanding 11 (Benefits), the University will provide insurance protection covering death or dismemberment in the amount of $50,000 or an amount equal to 4 times annual salary to a maximum of $500,000, whichever is greater, for all members while they are traveling on University business at no cost to the member. Coverage for Business Travel Accident Insurance will cease at the earlier of retirement or age 72.

12.8 VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The University will continue to participate in the Council of Ontario Universities' policy for Voluntary Accidental Death and Dismemberment Insurance, as listed in Memorandum of Understanding 11 (Benefits). Members are entitled to enroll themselves and their families under this policy by electing coverage in $10,000. units to a maximum of $500,000. Enrolment is optional and premiums are 100% employee paid. Coverage for Voluntary Accidental Death & Dismemberment Insurance, in terms of this policy, will cease at the earlier of retirement or age 72. Effective December 1, 2021, the coverage shall no longer cease at age 72.

12.9 DENTAL INSURANCE

Coverage up to prescribed limits and with reasonable and customary limits, as described in the policy listed in Memorandum of Understanding 11 (Benefits) and amended by Memorandum of Understanding 28 (Total Compensation), is available to members and their eligible dependents for the services described in the policy.

12.10 TUITION WAIVER

All members shall be entitled to free tuition for themselves, their spouses, and their dependents for courses offered by the University in accordance with Appendix D (Waiver of Tuition for Faculty and Dependents) attached hereto.

12.11 BENEFITS FOR RETIRED FACULTY ASSOCIATION MEMBERS OVER 65

Retired Faculty Association members at or over age 65 will be eligible to participate in a modified benefit package. The cost of the plan is fully paid for by the participating members. The University assumes no obligation to fund or subsidize the plan.

12.12 BENEFITS FOR RETIRED FACULTY ASSOCIATION MEMBERS UNDER 65

The University will for members who retire prior to age 65, assume the cost of benefits until age 65 for the plans described in 12.1, 12.2 and 12.8 of this Article, and for group life insurance as follows:

Age	Percentage of Pre-Retirement Coverage
55-59	80 %
60	70 %
61	70 %
62	60 %
63	50 %
64	40 %
65	Nil

At age 65, the member may elect the provisions of 12.11 above.

ARTICLE 13 SALARIES, INCREMENTS AND ALLOWANCES

13.1 SALARIES

It is agreed that salaries will be paid to faculty members by the University in accordance with the following salary schedule:

A. Base Salary Minima

The base salary minima for each rank as of July 1, 2026, July 1, 2027 and July 1, 2028 shall be as outlined below.

	July 1, 2026	July 1, 2027	July 1, 2028
Assistant Professor/LTF	$106,774.00	$109,977.22	$113,276.54
Associate Professor	$134,802.16	$138,846.23	$143,011.62
Professor	$154,154.94	$158,779.59	$163,542.98

B. Starting Salary

1. All appointments require the Dean and the Vice-Provost, Faculty Affairs to agree to the rank and the starting salary. In determining the starting salary, qualifications and experience shall be factors.

2. Assistant Professor/LTF

At a minimum an allowance of one (1) Career Development Increment (CDI) will be made for each year of experience acceptable to the University to a maximum of eleven (11) such increments. The University may exceed this maximum of eleven (11) increments, where appropriate.

C. Increments

1. For purposes of eligibility in respect of the 2026/2027 salary adjustments which are dependent on service requirements, faculty members hired prior to January 10, 2026 shall be deemed to have a full year of service for such adjustments. This includes Career Development Increments and Promotional Adjustments.

2. Increments will be processed in the following sequence and will take effect on the dates stipulated immediately below or as modified by clauses 13.1.D and 13.2.C. 1. a, b and c. below.

a)	Across-the-Board:	effective July 1st
b)	Anomalies Adjustment:	effective July 1st
c)	CDI:	effective September 1st
d)	Promotional Adjustments:	effective September 1st

D. Across-the-Board (ATB)

1. Faculty members who were members of the bargaining unit as of June 30, 2026 and who continue to be members, shall be entitled, on July 1, 2026, to an Across-the-Board increase of 2.75%.

2. Faculty members who are actively employed on July 1, 2027 and who commenced employment prior to July 1, 2027 shall be entitled to an Across-the-Board increase of 3.0%.

3. Faculty members who are actively employed on July 1, 2028 and who commenced employment prior to July 1, 2028 shall be entitled to an Across-the-Board increase of 3.0%.

4. Faculty members on paid leave or sick leave shall receive the Across-the-Board.

5. Faculty members on unpaid leave shall receive the Across-the-Board upon their return to active employment. The adjustments shall take effect on the date of return to active employment.

6. Faculty members on Long-Term Disability shall receive the Across-the-Board upon their return to active employment. In this circumstance, the Across-the-Board shall take effect on the date of return to active employment.

E. Career Development Increments (CDI):

1. A Career Development Increment shall be payable to each faculty member, added to base salary, on September 1 of each year, that is on September 1, 2026, September 1, 2027 and September 1, 2028, except as provided below, for satisfactory service in the immediately preceding service year and is conditional upon receipt of the faculty member's annual report.

Career Development Increments (CDI)

a) For September 1, 2026 the value of each Career Development Increment (CDI) shall be $3,400 for faculty members.

b) For September 1, 2027 the value of each Career Development Increment (CDI) shall be $3,400 for faculty members.

c) For September 1, 2028 the value of each Career Development Increment (CDI) shall be $3,400 for faculty members.

F. Dual Stream of the Professor Rank

1. All faculty members who attained the rank and title of Professor under the terms of Mode I shall continue to hold that rank; however, such members will be paid according to the Associate Professor pay scale.

2. All faculty members appointed after December 31, 1991 who hold the rank of Professor shall continue to hold that rank and shall be paid according to the Professor salary.

3. Any faculty member who applies for and is awarded Professor status under terms of Articles 5.13 will be paid thereafter according to the Professor scale. In assessing applications, under the terms of Articles 5.13 from faculty members appointed before January 1, 1992, Faculty Promotion Committees shall take into account all factors including the different workload obligations of such members.

13.2 CAREER DEVELOPMENT

A. General Provisions

1. Notwithstanding that the parties have negotiated specific sums in respect of the Career Development Increments which are payable during the life of this collective agreement (2026-2029), the principle of maintaining provisions relating to Career Development Increments shall continue beyond the expiration date of this Agreement.

2. The following provisions for a Career Development Increment shall apply to all tenure-stream faculty members.

3. The following provisions for a Career Development Increment shall apply to Limited Term Faculty hired on a contract two years or more in length, in each year prior to their final contract year.

4. Career Development Increments will be implemented on an annual basis effective September 1 each year and will be based on the previous

academic year's service. Submission of an annual report is a condition of eligibility for increments.

B. Career Development Increments

1. The granting of a Career Development Increment to a faculty member is contingent on satisfactory service and the submission of an annual report. Denial of a Career Development Increment shall require demonstration of unsatisfactory service.

2. Rank promotion from the Assistant to the Associate rank shall be accompanied by one CDI at the member's new rank. Rank promotion from the Associate to the Full Professor rank shall be accompanied by two CDIs at the member's new rank.

C. Career Development Increment Process/Annual Reports

1. Annual Report Submission Guidelines

a) Each faculty member who is eligible and who wishes to be considered under the Increment process (CDI) shall submit an electronic copy (i.e. on-line submission) of their annual report, where applicable by May 15. The Department/School shall place a copy in the faculty member's Performance and Conduct File.

b) The service period shall be the twelve months preceding the May 15 on which the application is due. The annual report for all faculty members for the service year shall be due by 4:00 p.m. on May 15 of each year.

c) Except where there has been demonstration of unsatisfactory service, receipt of the annual report shall provide sufficient grounds for payment of the CDI, where the faculty member is eligible.

d) In all cases, where the due date falls on a Saturday, Sunday or holiday, the annual report shall be due by 4:00 p.m. on the first business day following the normal due date.

2. Late Submission

a) A faculty member who submits their annual report past the due date shall only receive their CDI effective the first day of the month following submission, or September 1 of that year, whichever is the later.

b) Where a faculty member fails to submit their annual report within one year of its due date, except where this is due to incapacitating illness, the faculty member extinguishes forever their entitlement to receive their CDI in respect of the service year for which the report was intended to cover. The loss of the CDI in such cases is not appealable.

3. The Annual Report

a) The Annual Report, which shall be completed on a standardized on-line form supplied by the University, shall include the following information:

i. teaching responsibilities including courses taught and supervised;

ii. books and papers published;

iii. conference papers, presentations, exhibitions, etc. given;

iv. scholarly, applied research and creative work completed or in progress;

v. research grants and contracts awarded, name of granting body, research title, amount awarded and the date of the award;

vi. graduate degrees obtained or graduate studies in progress and expected date of completion, University, and title of thesis;

vii. awards and other honours received;

viii. Department/School, Faculty/Division, Senate, Board, Association and other University activities;

ix. contributions to faculty member's profession;

x. contributions to faculty member's community;

xi. a statement of faculty member's outside professional practice in the previous year;

xii. an account of the academic activities pursued by the faculty member during the semester they did not have assigned teaching duties;

xiii. an account of the satisfaction of conditions of probation as were specified in their letter of appointment (e.g. completion of their terminal degree, etc.);

xiv. an account of their duties and associated schedules carried out as a DHC, DEC, FTC, and/or FPC member and/or DHC, DEC, FTC, and/or FPC Chair as outlined in Article 4, and Article 5, if applicable; and

xv. any other information that the faculty member deems relevant.

b) One copy of this report shall be placed in the Performance and Conduct File of the faculty member.

c) The University considers the information outlined in 13.2.C.3.(a), iii), iv), v), and vi), as public information. As such, the University, at its discretion, has the right to publish this information in an appropriate manner.

13.3 SPECIAL ALLOWANCES

A. If a faculty member accepts an appointment by the University to perform supervisory, administrative or coordinating duties, they will receive extra remuneration and/or a reduced teaching or SRC load.

B. In burgeoning disciplines, a special allowance may be paid by the University. Such special allowances shall not be included in any letter of offer and may not be allocated in the first year of service. The allocation of any such allowance shall not normally exceed the member's base salary by more than 12% at the time the allocation is made.

C. In unusual circumstances which warrant exceeding the 12% limit, the University must seek the prior agreement of the Faculty Association to do so, such agreement not to be unreasonably withheld.

D. Such arrangements will be subject to regular review by the University, and this review will occur at intervals of not more than four (4) years.

13.4 PROFESSORS OF DISTINCTION

A Professor of Distinction may from time to time be engaged by the University for certain defined periods at a salary negotiated outside the salary schedule. Such an appointment is not to be deemed to be a part of the 72% minimum on appointments to the Tenure Stream Faculty required in Article 4.3.B (Staffing).

13.5 SALARY ANOMALY ADJUSTMENTS COMMITTEE

A. A Joint Committee will be established to review salaries, and submissions in respect of faculty members who believe that their salary is anomalous, and to administer the anomalies fund(s). The Joint Committee shall consist of three members of the Association, selected by the Association and three representatives of the University, appointed by the University. The committee shall have gender diversity on each side.

B. The Joint Committee shall meet during the term of this Agreement to review submissions. Submissions may be made by any member of the Association.

C. The purpose of the salary anomaly funds is to address inequities in salaries relative to other members within a Department/School or Faculty. These include anomalies resulting from anomalous starting salaries, anomalies within disciplines and any other anomalies that may be identified. The committee should consider such factors as rank, years of service, previous experience and years since highest degree as well as other relevant factors. The purpose of the gender anomalies fund is to address gender-based anomalies and only women-identified members may receive adjustments from this fund. The gender anomalies fund is a special program under Section 14 of the Human Rights Code.

D. A Joint Committee will develop its own process, protocol and criteria to address the submissions received but no member of the Joint Committee shall be eligible to apply for or to receive an anomaly or gender adjustment.

E. In each year the Joint Committee shall render its decisions by April 30, and any resulting changes to salaries be implemented effective July 1 of that year. Gender anomalies shall be considered before any salary anomalies are considered.

F. The decisions of the Joint Committee shall be final and binding on all parties and there shall be no grievance in respect of the committee's decision, except on the basis of discrimination pursuant to Article 8 (Non Discrimination) or lack of due process.

G. The Joint Committee shall be entitled to address salary anomalies by making adjustments to base salary. In each year of this Agreement, the total funds dispersed for salary anomalies shall not exceed $100,000, and the total funds disbursed for gender anomalies shall be a $200,000 one-time payment with the joint committee to determine how it is to be administered. In cases where a member has not made a submission, but during its review the Committee notices that that member’s salary is indeed anomalous, the Committee is empowered to use these funds to address that anomaly. Any undistributed portion of these funds shall be carried forward into the next year’s salary or gender anomalies fund, as appropriate.

H. In the last year of this agreement, the parties shall jointly conduct a study of salaries, to determine if gender-based anomalies exist.

I. The total amount received from anomaly adjustments for any one member shall not exceed $4,000 in any given year.

J. In no case shall the anomaly adjustment lower the salary of a faculty member.

K. The Vice-Provost, Faculty Affairs shall prepare a report for the Association, providing a statistical summary of the allocation of each of the anomalies funds each year.

13.6 EXTERNAL OFFERS TO CURRENT FACULTY MEMBERS

A. Where a faculty member advises the University by documented proof by way of a written offer of employment from another educational institution which provides for a salary in excess of their current salary, the Vice-Provost, Faculty Affairs, has the discretion to match the salary being offered to the faculty member.

B. The Association will be informed of the University’s decision and the basis for its decision.

13.7 TERMS AND CONDITIONS OF STARTING SALARY PROVIDED TO THE FACULTY ASSOCIATION

The terms and conditions of each member's starting salary determined under this Collective Agreement will be transmitted to the Association.

13.8 PAY DAY

Salaries shall be paid in monthly installments on the fifteenth day of each month. Should the fifteenth of the month fall on a weekend or a holiday, the salary due shall be paid not later than on the first preceding working day.

ARTICLE 14 PERFORMANCE AND CONDUCT FILE

A. The University shall maintain one central and accessible confidential Performance and Conduct File (P.C.F.) for each member of the Association (hereafter referred to as member).

B. An index shall be an integral part of the P.C.F. It shall include as a minimum:

1. nature of enclosure and title;

2. ordinal number of the entry;

3. date of entry and person acting.

C. No material from anonymous sources shall be placed in the P.C.F.

D. Only material which bears upon the individual's obligation as a University member shall be placed in the P.C.F. with the individual being advised as soon as practicable of its inclusion.

E. 1. Under no circumstances shall the P.C.F. be removed from its central location by the member.

2. The President, Provost and Vice-President, Academic, Vice-Provost, Faculty Affairs, and staff of the Office of the Vice-Provost, Faculty Affairs shall have access to the P.C.F. of any faculty member without express permission. In addition, the following shall apply:

a) The Dean, Associate Dean (with human resources responsibilities) and Chair/Director shall have access to the P.C.F. of any faculty member without express permission. For Chairs/Directors, Associate Deans and Deans such access shall only be within their specific area(s) of responsibility.

b) The Dean of Libraries and Associate Dean of Libraries shall have access to the P.C.F. of any Librarian without express permission.

c) The Vice-Provost, Students and the Director, Student Integrated Health and Wellbeing shall have access to the P.C.F. of any Professional Counsellor without express permission.

d) The President shall have authority to grant access to a member's P.C.F. to any other person, upon reasonable grounds.

3. The member, and with express written permission, any person designated by the member, including a representative of the Association, will have access to the member's P.C.F., provided that:

   a) reasonable notice is given;

   b) access is during normal office hours and in such a way that there shall be no undue interference with the normal routine of the University;

   c) there shall be a responsible official present.

F. 1. Should the member dispute the accuracy or completeness of any enclosure, the University shall, within 120 days from receipt of a written request by the member detailing the alleged inaccuracy or lack of completeness, either confirm its correctness or amend the enclosure.

2. Where the University amends the aforementioned enclosure it shall notify all persons who received a report based on the inaccurate or incomplete information. The University shall provide the member concerned with a list of all persons to whom such correction has been transmitted.

G. The member shall have the right to make additions or responses to the enclosures in their P.C.F. as they shall deem necessary and appropriate.

H. At the request of a member, the University will provide one free copy of any one or all enclosure(s).

I. Except in cases involving gross misconduct, disciplinary action against a member shall use no documentary evidence other than that included in their P.C.F.

J. Records of any Letters of Expectation, Letters of Counsel or any other similar letters concerning a faculty member, Librarian, or Professional Counsellor, shall remain in their Performance and Conduct File for a period of three (3) years and shall then be removed, if no further letter has been issued, in the three-year period with respect to the original issue.

ARTICLE 15 PROFESSIONAL COUNSELLORS

15.1 TERMS AND CONDITIONS OF EMPLOYMENT

A. The terms and conditions of employment for Professional Counsellor members shall be those specified in this Article, and in Articles 1 (Definitions), 2 (Terms of Agreement), 8 (Non Discrimination), 9 (Grievances), 13.5 (Salary Anomaly Adjustments Committee),14 (Performance and Conduct File), 18 (Professional Expense Reimbursement Fund), 19 (Resignations, Early Retirements and Normal Retirements), 20 (Discipline), 21 (Conflict of Interest), Appendix C (Re-Employment Program (Professional Counsellors), Appendix E (Recognition Awards) and Memorandum of Understanding 4 (Benefits for Retirees). This article applies equally to all Professional Counsellor members, regardless of campus designation. Working conditions at the Brampton campus should be consistent with working conditions at the main campus. Such conditions include, but are not limited to, office space and access to hybrid technology.

B. The Association and the Board acknowledge that the primary aim of the Centre for Student Development and Counselling (hereinafter, "Centre") is to provide the University's students with developmental and counselling services and psychotherapy.

C. The Professional Counsellors and the University recognize their mutual responsibility for ensuring professional standards and effective services through the maintenance of an environment conducive to mutual respect, professional growth, and consultative management.

D. The Association and the University agree to work together in resolving questions arising out of this Article.

15.2 DUTIES AND RESPONSIBILITIES OF PROFESSIONAL COUNSELLORS

A. Duties and Responsibilities

Professional Counsellors provide counselling (which may include psychotherapy) and consultation services to students, and, where appropriate in respect of student needs, to staff and faculty at the University.

1. The duties and obligations of Professional Counsellors shall be an appropriate combination of:

a) individual and group counselling, program development and delivery, and counsellor training and supervision (hereinafter "Professional Duties");

b) service to the University, the profession, and the community (hereinafter "Service Duties).

2. The assignment of duties may vary from time to time and among individual Professional Counsellors. The appropriate combination is determined by the Director, Student Integrated Health and Wellbeing after consultation with Professional Counsellors in leadership roles and the individual Professional Counsellor.

3. TFA members hired to the Brampton campus are not expected to perform their duties and responsibilities provided for in Article 15.2.A.1 on the main campus; although this does not preclude them from participating in main campus activities when they choose to do so. Similarly, TFA Professional Counsellors hired to the main campus are not expected to perform their duties and responsibilities provided for in Article 15.2.A.1 at the Brampton campus; although this does not preclude them from participating in activities at the Brampton campus, if they choose to do so.

   A Professional Counsellor may only be assigned duties and responsibilities provided for in Article 15.2.A.1 at the campus they are not appointed to, with their consent. Assignment of duties and responsibilities on another campus is a special circumstance, not a normal occurrence.

4. If a term Counsellor position is established and continues to be required on an ongoing basis for a period of more than thirty-six months/three years, the term position, subject to the University's normal budgetary approval process, shall be assimilated into the University's established TFA career complement. Any term Counsellor position that is assimilated into the University's career complement shall be a new full-time position.

5. Rights and Responsibilities

   a) A member has certain rights, duties and responsibilities which derive from their position as a Professional Counsellor in the Centre. In exercising their rights and in fulfilling their duties and responsibilities a member shall deal fairly and equitably with colleagues, staff, and users of the Centre, and shall adhere to relevant University, Student Services, and Centre policies.

   b) The common good of society depends upon the search for knowledge and its free exposition. Academic freedom is central to the University. Professional Counsellors who undertake SRC on

their own time will have academic freedom to the extent that it does not infringe on the fundamental trust underlying the relationship between Professional Counsellors and the students.

6. Professional Counsellors are obligated to develop and maintain their professional competence and effectiveness and to uphold the standards and ethics governing their profession.

7 . Professional Counsellors must be registered with their appropriate professional college.

B. Professional Duties

Professional Duties include, but are not limited to, the following:

1. individual student assessment, counselling and case management in areas respecting

   a) personal/family/social matters;

   b) educational, career and life planning;

   c) learning enhancement and related issues;

2. development and delivery of student group counselling, workshops and programs;

3. training and supervision of counselling interns and practicum students.

C. Service Duties

1. Service to the University

   Consistent with their professional duties, Professional Counsellors shall provide service to the University, both in administrative and professional ways. Such service may include, but need not be limited to:

   a) consultation with members of the University community in their dealings with students and on matters of their expertise;

   b) collaboration with members of the University on development and implementation of programs and projects dedicated to supporting students and/or enhancing campus life;

   c) intervention into crisis incidents on campus;

d) professional development for University staff and faculty;

e) participation on University, Student Services and Centre committees, when invited or elected;

f) participation in the activities of the Association.

2. Service to the Profession and the Community

Consistent with their professional duties, Professional Counsellors have the right to participate in the activities of their profession, professional associations, learned societies and other professional and labour organizations, including, but not limited to, the Ontario Confederation of University Faculty Associations and the Canadian Association of University Teachers. When a Professional Counsellor's service on such bodies conflicts with scheduled professional or administrative duties, the Professional Counsellor must seek the approval of Director, Student Integrated Health and Wellbeing, for proposed alternative arrangements to ensure that such scheduled duties are fulfilled, such approval not to be unreasonably withheld. A Professional Counsellor's service to such societies and associations shall be recognised.

D. Outside Professional Activities

Suitable contact with the public and private sectors offers a means by which Professional Counsellors may practise and enhance their professional knowledge and skills. Consistent with their duties, Professional Counsellors are encouraged to participate in such activities which will enhance the standing of both the member and the University. However, except when specifically authorized to speak on behalf of the University, Professional Counsellors must make it clear that their positions and opinions are personal.

Such activity shall be subject to the following:

1. such professional activity shall not conflict or interfere with the fulfilment of their primary duties and responsibilities with respect to students as provided in this Agreement;

2. such professional activities shall not reflect adversely on, or be to the detriment of, students and/or the University;

3. a written statement of the nature, scope and extent of the activity shall be given to the Director, Student Integrated Health and Wellbeing or designate who shall review the same in the light of (1) and (2) immediately above; further, a Professional Counsellor may be required to

provide the University with a “legal waiver of liability agreement” which shall be placed on the official University records.

15.3 ANNUAL REPORT

A. Each Professional Counsellor shall submit to the Director, Student Integrated Health and Wellbeing or designate, an annual report by May 31st. The service period shall be twelve months preceding May 31st on which the annual report is due. The annual report shall include the previous year’s activities describing the member’s contributions to the mission of the Centre. A copy of the annual report shall be placed in the Professional Counsellor's P.C.F.

B. The annual report shall include the following information:

1. professional service activities relating to the assigned duties and responsibilities, including case load statistics;

2. service to the University;

3. service to the profession and community;

4. any other material deemed relevant by the member.

15.4 SALARIES, INCREMENTS AND ALLOWANCES

A. Base Salary Minimum and Maximum

The base salary minima and maxima as of July 1, 2026, July 1, 2027 and July 1, 2028 are:

	2026	2027	2028
Minimum	$84,084.52	$86,607.05	$89,205.26
Maximum	$194,195.20	$200,021.05	$206,021.69

B. Starting Salary

Starting salary will reflect qualifications and relevant work experience.

C. Career Development Increments

A Counsellor’s salary will be increased by one Career Development Increment (CDI) annually, up to the maximum, for satisfactory service and is conditional upon receipt of the member’s annual report. Counsellors will be eligible for their increments on September 1st each year, or on the first day of the month following submission of their annual report, whichever is later. The University reserves the

right to deny this increment, giving reasons in writing, when service has been unsatisfactory.

1. The CDIs are:

   September 1, 2026: $3,400
   September 1, 2027: $3,400
   September 1, 2028: $3,400

2. In no case shall the award of a Career Development Increment move a member's base salary above the base salary maximum.

D. Across-The-Board (ATB) Adjustments

1. Professional Counsellors who were members of the bargaining unit as of June 30, 2026 and who continue to be members at the time this Agreement is adopted, shall be entitled, on July 1, 2026, to an Across-the-Board increase of 2.75%.

   Professional Counsellors who are actively employed on July 1, 2027 and who commenced employment prior to July 1, 2027 shall be entitled to an Across-the-Board increase of 3.0%.

   Professional Counsellors who are actively employed on July 1, 2028 and who commenced employment prior to July 1, 2028 shall be entitled to an Across-the-Board increase of 3.0%.

2. Members on paid leave or sick leave shall receive the Across-the-Board adjustment.

3. Members on unpaid leave shall receive the Across-the-Board adjustment upon their return to active employment. This adjustment shall take effect on the date of return to active employment.

4. Members on Long-Term Disability shall receive the Across-the-Board adjustment upon their return to active employment only in circumstances where such members return to active employment within three years of the on-set of Long-Term Disability or within three years of July 1, 2026 whichever is the earlier date. In these circumstances, the Across-the-Board adjustment shall take effect on the date of return to active employment.

E. Salary Adjustment Sequence

Salary adjustment will be processed in the following sequence and will take effect on the dates stipulated immediately below or as modified by clauses 15.4 C. and D.:

1. Across-the-Board: effective July 1st
2. Anomalies Adjustment: effective July 1st
3. CDI: effective September 1st

F. Special Allowances

The University may pay a stipend to a Professional Counsellor who has been appointed to perform additional supervisory or administrative duties.

G. Pay Day

Salaries shall be paid in monthly installments on the fifteenth day of each month. Should the fifteenth of the month fall on a weekend or a holiday, the salary due shall be paid not later than on the first preceding working day.

15.5 VOLUNTARY REDUCED WORKLOAD

A. With the understanding that the primary purpose of the Professional Counsellors is provided in Article 15.1 B, and further on the understanding that the decision to grant or deny a request for voluntary workload reduction is under the sole and exclusive discretion of the University and shall not be subject to the Grievance procedure (save for grievances based on Article 8), a Counsellor may request up to a 50% reduction in workload with a proportionate reduction in salary, provided that:

1. the Counsellor member has a minimum full-time service of five years;
2. the reduction normally will be effective for a 12 month period;
3. the request must be made six months in advance and is subject to the approval of the Director, Student Integrated Health and Wellbeing;
4. the reduction will be distributed across the member’s normal duties and responsibilities in such a manner as to minimize the impact on students, and shall be subject to operational requirements;
5. the reduction does not abrogate the member's obligation to complete any contractual obligations that form a part of their service duties to which the Professional Counsellor member was obligated prior to requesting a reduced workload.

B. 1. During the period(s) of reduced workload/reduced salary, a Professional Counsellor shall receive benefits coverage as if they were employed on a full workload/full salary basis, and they shall make contributions accordingly, except that, as regards the Long-term Disability Plan, this provision shall be operative only for a maximum of two years and that thereafter for any remainder of the reduced workload/reduced salary period, the coverage under the Plan shall be provided on the basis of the reduced salary.

2. Subject to applicable Pension Plan provisions, the Professional Counsellor and the University will continue to contribute to the Pension Plan on the basis of the Professional Counsellor's full normal salary level, with the objective of not affecting adversely either the Professional Counsellor's future pension or the funding basis of the Pension Plan. Each Professional Counsellor should seek the advice of the Human Resources Department in advance of requesting reduced workload to determine the effect, if any, of the specific provisions of the applicable Pension Plan in which the Counsellor is participating.

15.6 APPOINTMENT OF COUNSELLORS

A. General

1. Appointments of Professional Counsellors shall be limited to probationary or career positions.

2. Each new Professional Counsellor member shall be appointed by the Board on recommendation of the Vice-Provosts. The appointment will have been recommended to the Vice-Provost, Students, by the Counselling Appointment Committee.

3. The University has the sole and exclusive authority to determine complement levels.

4. Normally, the minimum qualification for a career stream Professional Counsellor shall be a completed Master's degree in Counselling Psychology, or a related discipline and five (5) years of counselling experience.

B. Counselling Appointment Committee

1. There shall be a Counselling Appointment Committee (CAC) consisting of a minimum of two career Professional Counsellors, and chaired by the Director, Student Integrated Health and Wellbeing. The committee may be enlarged by the addition of career Counsellors provided that members' availability will not impede the committee's deliberations. The

committee members will vote amongst themselves to elect the Equity Advocate.

2. The CAC will take into account the University's strong commitment to fostering equity, diversity and inclusion within its community, in all aspects of the recruitment efforts including establishing equity goals for the search, developing a diversity outreach strategy and considering ways to remove barriers to candidates in the recruitment process.

C. Appointment Procedures

1. When a vacancy has been approved for staffing, the Director, Student Integrated Health and Wellbeing shall convene a meeting of the Counselling Appointment Committee (CAC).

Where appropriate, the University shall arrange a training workshop. The workshop shall be conducted jointly by the Association and the University and shall include instruction by the University with regard to the CAC's legal obligations and duties under the Agreement and University policies, including equity. Any CAC member who does not attend the workshop(s) shall not be eligible to be a member of a CAC, except when a member who missed their workshop provides a reasonable explanation for their absence to the Director, Student Integrated Health and Wellbeing or designate. In addition, the University will deliver training workshops for Equity Advocates and for any CAC members who also wish to attend. The Office of the Vice-President, Equity and Community Inclusion (OVPECI) shall provide to the Equity Advocate and the committee chair relevant information from the University's Employee Diversity Self-ID Data.

Members of the CAC are responsible for declaring any conflicts of interest and shall respond to such conflicts according to the provisions of Article 21.

Should a member need to be replaced for any reason, the replacement shall be chosen in the same manner, that is, by either election or appointment, as the person being replaced. Where necessary, the new member shall attend a special workshop, under the conditions outlined in this Article.

Members of the CAC are bound by confidentiality in their deliberations about individual candidates. They may have confidential discussions with Association or Administration representatives on any matter of concern. Otherwise, only the Chair of the committee is authorized to communicate, as specified in this Article, on behalf of the committee.

2. The responsibilities of the Counselling Appointment Committee shall be to conduct suitable search procedures for new positions, to recommend a candidate for each position, and to conduct assessments of probationary members.

   All notices of vacancy will include a statement confirming that the position falls within the Faculty Association, a link to the Faculty Association Collective Agreement, a link to the Faculty Association's website, and a link to University's Faculty Association Benefits Summary.

   Each CAC will have assigned to it, a member of the University's Human Resources Department in order to assist that CAC in complying with the terms of this agreement with respect to the recruitment, selection, and assessment of members. The Human Resource Department representative will not participate in the deliberations of the CAC and will not attend CAC meetings with members or interviews with potential Professional Counsellors. The contribution of the Human Resources Department representative will consist of guidance, coaching and training of members of the CAC, where the members of the CAC and the Human Resources Department representative both see such as appropriate, on the terms of the Agreement and University policy, as they apply to the activities of the CAC.

3. The recommendations of the CAC will be forwarded to the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs. The Vice-Provosts have the sole discretion and authority to accept or reject the CAC's recommendation.

4. The Director, Student Integrated Health and Wellbeing shall write a letter of appointment to each Professional Counsellor indicating the campus(es) to which the appointment is being made and the terms of the appointment and any specific conditions or expectations to be met before transfer to Career status.

D. Probationary Period

1. The probationary period for Professional Counsellors shall be one year.

2. The probationary appointment may be extended for up to one year in accordance with the procedure set out in Article 15.6.E.

3. A probationary appointment is a period of appraisal during which time the member is expected to meet the standards of performance required for career positions.

E. Assessment of Probationary Counsellors

1. The performance of a member on a probationary appointment shall be formally reviewed during the sixth month of their probationary appointment. The Director, Student Integrated Health and Wellbeing shall be responsible for conducting the formal review and for producing an assessment report. In accordance with the standards of the profession, the Professional Counsellor providing clinical supervision will provide a formal assessment of the performance of the probationary Professional Counsellor and shall include in the report the formal assessments by the members of the CAC, or summaries of them. The clinical supervisor shall meet with the Director, Student Integrated Health and Wellbeing and the CAC to review the assessments and shall take their views into account when formulating the report. The report shall indicate clearly any areas of performance which are not meeting the standards expected of a career Professional Counsellor.

2. The Director, Student Integrated Health and Wellbeing shall provide the member with a written copy of the report at least five days in advance of meeting with the member and the clinical supervisor to discuss their performance. The clinical supervisor shall indicate clearly any areas of performance which are not meeting the standards expected of a career Counsellor.

3. The probationary Professional Counsellor shall sign the report to signify that they have read the review and has discussed their performance at the meeting with the Director, Student Integrated Health and Wellbeing and the clinical supervisor. The signature does not indicate that the member agrees with the performance evaluation.

4. The member shall have the right to respond in writing to the assessment review.

5. If at any time during the probationary period, the probationary member is not demonstrating satisfactory progress in meeting the standards expected of a career Professional Counsellor, the Director, Student Integrated Health and Wellbeing and the clinical supervisor shall indicate clearly any areas of performance which need improvement, and shall provide the probationary member with a reasonable period of time for such improvement. If after this period of time the probationary member is still not demonstrating satisfactory progress, the clinical supervisor may recommend dismissal to the Director, Student Integrated Health and Wellbeing.

6. No later than one month before the end of the probationary period the Director, Student Integrated Health and Wellbeing and the clinical

supervisor shall have concluded a final assessment of the probationary member's performance in accordance with this Article. A copy of this report shall be given to the probationary member and the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs, and shall include the recommendation of the Director, Student Integrated Health and Wellbeing, the clinical supervisor, and all CAC assessments, including any written opinions dissenting from the clinical supervisor's recommendation.

7. The Director, Student Integrated Health and Wellbeing shall render one of three recommendations to the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs:

   a) That the member be transferred to Career status;

   b) That the probationary period be extended for up to one year either where the probationary member's performance has been marginally satisfactory and may be expected to improve, or where the probationary period has not provided a suitable opportunity for the member to demonstrate satisfactory performance; or,

   c) That the member's employment be terminated for failure to meet the standards expected of a career Professional Counsellor.

8. The Vice-Provost, Students, and the Vice-Provost, Faculty Affairs shall review the recommendation of the Director, Student Integrated Health and Wellbeing. The Vice-Provost, Students, and the Vice-Provost, Faculty Affairs shall either

   a) confirm the Director, Student Integrated Health and Wellbeing's recommendation and cause it to be implemented, or

   b) refer the recommendation back to the Director, Student Integrated Health and Wellbeing with questions.

9. In the case of a recommendation for dismissal, the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs shall, prior to reaching a final decision, provide the member with a full opportunity to respond to the issues raised by the Director, Student Integrated Health and Wellbeing, the clinical supervisor and by the CAC in their reviews of the member's performance.

10. If the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs confirms a recommendation to dismiss a probationary member, the Vice-Provost, Faculty Affairs shall provide notice according to Article 20.2.D.

11. In the case of a decision to dismiss a probationary Professional Counsellor, the Professional Counsellor member has recourse to the Grievance Procedure subject to Article 20.2.

15.7 LEAVES OF ABSENCE

A. Without Pay

1. Leave of Absence without pay may be granted to a Career Professional Counsellor for a period of time mutually agreeable to the University and the member. In no case shall such a leave exceed a period of 12 consecutive months.

2. A Leave of Absence without pay may be granted for the following reasons:

   a) professional activities intended to improve the member's qualifications and thereby enhance their value to the University;

   b) for personal and/or family reasons; or

   c) for other good and sufficient purposes.

3. A member desiring a Leave of Absence without pay shall apply in writing to the Director, Student Integrated Health and Wellbeing, stating the purpose and duration of the leave. Such requests shall be made with as much notice as possible, if possible at least six months prior to the requested date of such leave.

4. The Director, Student Integrated Health and Wellbeing shall consider such a request and, within one month of the date of receipt of the request in writing, inform the Counsellor, in writing, of the approval or denial. Operational requirements shall be the determining factor in granting or denying such leave. All requests shall be considered and the Director, Student Integrated Health and Wellbeing shall not unreasonably deny a bona fide request submitted.

5. While on Leave of Absence without pay, the member is responsible for the payment of their benefit costs and premiums and pension contributions, if so elected. The cost of participation in the available benefits will be paid entirely by the Professional Counsellor annually in advance. Where the approved leave was granted for educational or compassionate reasons, the University will refund to the Professional Counsellor upon their return to active employment that portion of the

premiums which it would normally have paid had the Professional Counsellor been in active employment.

6. Association dues will be paid by the Professional Counsellor concerned in advance for the period of the authorized leave without pay. Payment will be made to the University, which will turn over any such collected dues to the Association together with the next remittance of dues deducted from the salary of other members (Article 2.4 C.).

B. Special Leaves

Section 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12 and 6.13 under Special Leaves of Article 6 (Leaves of Absence) shall apply to the Counsellors.

15.8 VACATION FOR PROFESSIONAL COUNSELLORS

On completion of each year of service, Professional Counsellors shall be entitled to five (5) weeks of paid vacation after the completion of each year of service; after twelve (12) years of service entitlement shall be increased to six (6) weeks per year. Vacation credits shall accumulate on a monthly basis, at a rate of 2.083 days per completed month of service during the first twelve (12) years of service; thereafter, vacation credits shall accumulate at the rate of 2.5 days per completed month of service. Vacation credit may be accumulated to a maximum of double the annual entitlement. No further credits will be granted once a member reaches the maximum accumulation, unless the vacation balance is reduced below the maximum entitlement.

15.9 PROFESSIONAL DEVELOPMENT TIME

Effective July 1, 2026, Professional Counsellors are entitled to twelve (12) professional development days. All professional development days are, where reasonably practical, to be requested seven (7) days in advance and will be granted subject to operational requirements. Requests for professional development days made less than 7 days in advance are at the discretion of the Director, Student Integrated Health and Wellbeing. In either case, approval will not be unreasonably withheld.

15.10 GRIEVANCES

Professional Counsellors are entitled to the rights of grievance set out in Article 9 (Grievances), except as stated in Article 15.5.A.

15.11 BENEFITS

The benefits applicable to Professional Counsellors shall be those specified for faculty members in Article 12 (Benefits), and Appendices and Memoranda referred to therein.

15.12 RETIREMENT

The retirement of a Career-stream Professional Counsellor will be as provided for in Article 19.

15.13 RESIGNATIONS

A. In the first four months of employment a Professional Counsellor member may resign on one month’s written notice.

B. Thereafter, three months' written notice is required.

C. Resignation of a Professional Counsellor member must be in writing, addressed and delivered to the Director, Student Integrated Health and Wellbeing with a copy to the Human Resources Department.

15.14 PERFORMANCE AND CONDUCT FILE

Article 14 (Performance and Conduct File) shall apply to the Professional Counsellors.

15.15 HUMAN RESOURCE REDUCTIONS

A. The first duty of the University is to ensure that academic priorities remain paramount. When faced with financial constraints, Human Resources reductions would be a measure of last resort in solving budget difficulties.

B. Should a reduction in the number of Professional Counsellors be necessary for any reason, the University will utilize where possible normal retirement, voluntary early retirements, voluntary reduced workloads, and unpaid leaves of absence to ameliorate the effects of redundancy.

C. Should there be a need to reduce the number of Professional Counsellors on staff the Vice-Provost, Faculty Affairs, the Vice-Provost, Students, and the Director, Student Integrated Health and Wellbeing shall consult with the Professional Counsellors about the need to reduce.

D. Once confirmed by the Vice-Provost, Faculty Affairs, the need to reduce the number of Professional Counsellors shall be communicated in writing to the President of the Association. The Vice-Provost, Faculty Affairs and the President of the Association together will review the formal academic qualifications of all Professional Counsellors with a view to determining whether there are any who hold academic qualifications and have had the professional experience required by any academic Department/School in the University.

1. Professional Counsellors with such qualifications and experience shall be consulted as to their willingness to be assigned to a teaching workload in the relevant Department/School. Such willingness shall not entail any loss of relative seniority in the counselling centre should a transfer assignment be arranged.

2. If one or more Professional Counsellors expresses interest in assignment to an academic Department/School, the Vice-Provost, Faculty Affairs and the President of the Association shall seek a meeting with the appropriate Dean(s) and Chair(s)/Director(s) to ascertain whether there is available a suitable teaching load. If such work is available, the DHC(s) shall assess the qualifications and experience of the Professional Counsellor(s) for the available load and interview the Professional Counsellor(s). The DHC(s) will recommend to the Dean and the Vice-Provost, Faculty Affairs that an acceptable and willing Professional Counsellor be assigned to the teaching load identified. If this teaching load is a full workload and is judged to be available for three or more years, the Professional Counsellor so assigned shall be deemed a probationary faculty member in the Department/School and the provisions described in Article 5 (Evaluation) shall be followed with the understanding that should the decision of the Vice-Provost, Faculty Affairs concerning transfer be unfavourable the candidate shall return to the Counselling Centre at the end of the term during which the decision was rendered.

   Should the receiving Department/School at some future date be faced with a redundancy situation (see Article 22, Financial Exigency and Article 23, Redundancy), the aforementioned Counsellor's seniority within the receiving Department/School shall be interpreted as commencing from the date on which they assumed the full teaching load. Should the result be the identification of the Professional Counsellor as redundant within the receiving department then they will be transferred back to the Counselling Centre with a seniority equal to their original seniority plus the additional amount developed within the receiving Department/School.

E. If the provisions of clause D. above are not successful:

1. Professional Counsellors who may be considered for lay-off shall be those with least seniority and the total number under consideration shall not exceed twice the number of redundant positions.

2. The Director, Student Integrated Health and Wellbeing, after consultation with the Professional Counsellors, will determine on the basis solely of seniority and ability which Professional Counsellors are to be laid off and will so recommend to the Vice-Provost, Students and the Vice-Provost, Faculty Affairs. For this determination, seniority and ability shall weigh

equally. In assessing ability, the following are some of the guidelines to be followed:

a) performance as a Professional Counsellor;

b) professional self-development;

c) contribution to the counselling centre environment.

3. If a Professional Counsellor who has expertise in a counselling specialization where no other Professional Counsellor has or can acquire within a reasonable time such expertise, then such a Counsellor may not be considered for layoff. A written rationale for such a situation shall be reported to the Counselling Redundancy Review Committee (CRRC) - see 4. immediately below.

4. As soon as a proposed Counselling Centre redundancy list is completed, it will be reviewed by the CRRC consisting of three members of the Association: an appointee of the Vice-Provost, Faculty Affairs, an appointee of the Association Executive and a mutually acceptable third appointee as chair. No Professional Counsellor will serve on the CRRC.

The CRRC will establish its own procedures and will review the recommendations of the Director, Student Integrated Health and Wellbeing, the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs, which will set out the results of the consultation with the Professional Counsellors. On completion of the review, the CRRC will issue a confidential report to the Vice-Provost, Faculty Affairs with copies to the President, the Association President, and the Vice-Provost, Students.

5. After due consideration of the CRRC report, the Vice-Provost, Faculty Affairs will notify the Director, Student Integrated Health and Wellbeing and the Vice-Provost, Students of their decision. Within ten days of receipt from the Vice-Provost, Faculty Affairs of a written decision to proceed with the lay-off(s), the Director, Student Integrated Health and Wellbeing will notify, as soon as possible and in no case later than six months before the date of lay-off, the affected Professional Counsellor(s) of their lay-off status and the options open to such Professional Counsellor(s). In all cases the lay-off date shall be the immediately next January 1 or July 1 following the six months' notice from the Director, Student Integrated Health and Wellbeing.

F. From the date of notice to the date of lay-off, the Professional Counsellor shall retain their status as a Professional Counsellor unless a voluntary separation agreement has been arranged. On the separation date:

1. they will receive a separation allowance equal to:

   a. one (1) month's salary per year or partial year of service at the time of layoff for probationary Counsellors

   b. one (1) month's salary per year or partial year of service at the time of layoff, with a minimum total amount of nine (9) months' salary and a maximum total amount of twenty-four (24) months' salary for career Counsellors.

2. they will waive all rights of participation in the Professional Counsellor Re-employment Service; and

3. they will retain their right of recall (see H. below) and their right of Grievance (see Article 9 (Grievances)) with respect to recall.

G. If the Counsellor has not exercised the right of voluntary separation (F. above) by the lay-off date, or in the case of a grievance extending beyond the lay-off date, within seven days of the confirmation of the lay-off, then on the appropriate date they shall either:

1. accept employment separation in accordance with paragraph F. above, or

2. enter the Counsellor Re-employment Service described in Appendix C (Re-employment Program (Professional Counsellors)).

H. Within three years of being laid off, the Counsellor shall be offered by registered mail the first available Counsellor appointment for which they are qualified. Where more than one Counsellor has been laid off, offers shall be made to laid-off Counsellors in inverse order of their lay-offs. A reasonable period shall be provided for taking up the offer in order to enable the laid-off Counsellor to fulfill any current employment obligations. An offer made to a laid-off Counsellor under this paragraph, but refused by the Professional Counsellor without compelling grounds, extinguishes all rights under the provisions of this paragraph.

I. Within three years of the date of lay-off, a Professional Counsellor who has been laid off may apply in writing to the Chair/Director of a Department/School for which they feel qualified for an appointment to the probationary faculty to be notified by registered mail of all probationary teaching positions which become available and which have not been filled by faculty entitled to these positions under the provisions of Article 24.1. The Professional Counsellor, should they apply for such a position within twenty-one days of the mailing date, shall be interviewed by the appropriate hiring committee for the available position(s). This interview shall take place before any general advertisement of the position(s) is/are undertaken.

J. Within three years of the date of lay-off, a Professional Counsellor who has been laid off may apply in writing to the Chief Human Resources Officer to be notified of any support position vacancy for which they are qualified or could become qualified within twelve months on the job. Should they apply for such a position, they will be subject to the usual hiring practices of the University, and they will be considered along with other internal candidates for the position and in accordance with any other relevant collective agreement, having due regard to the promotion expectations of others within the department, but before outside advertisement is undertaken. Should they be accepted in the position, their salary would be within the salary range provided by the appropriate collective agreement or, in the absence of such an agreement, within the position's salary range at a level normal for position incumbents having University Service equal to that of the laid-off Professional Counsellor.

ARTICLE 16 LIBRARIANS

16.1 TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of employment for Librarian members shall be those specified in this Article, and in Articles 1 (Definitions), 2 (Terms of Agreement), 8 (Non Discrimination), Article 9 (Grievances), 11 (Academic Freedom), 13.5 (Salary Anomaly Adjustments Committee), 18 (Professional Development Expense Fund), 20 (Discipline), 21 (Conflict of Interest), 22 (Financial Exigency), 23 (Redundancy), 24 (Layoffs), 25 (Intellectual Property), Appendix A (Long-Term Disability Plan), Appendix B (Re-Employment Program (Librarians), Appendix E (Recognition Awards) and Memorandum of Understanding 4 (Benefits for Retirees). This article applies equally to all Librarian members, regardless of campus designation. Working conditions at the Brampton campus should be consistent with working conditions at the main campus. Such conditions include, but are not limited to, office space and access to hybrid technology.

16.2 DUTIES AND RESPONSIBILITIES OF LIBRARIANS

A. Duties and Responsibilities

1. The duties and responsibilities of Librarian members shall be an appropriate combination of:

   a) Professional practice which includes the teaching, learning and research activities of the University, providing development and stewardship of information resources, and the development and maintenance of library information systems within the financial resources available; (hereinafter, “Professional duties”);

   b) Service to the University, the profession and the community (hereinafter, “Service duties”); and

   c) Scholarly, research and creative activities (hereinafter, “SRC duties”) and/or professional development.

2. While carrying out their duties, Librarian members shall treat colleagues, other employees and students ethically, so that objectivity and fairness are maintained in all deliberations, including assessment of performance of any colleague, other employee or student.

3. The distribution of these responsibilities may vary between individual Librarian members and over the course of time. The “appropriate combination” mentioned in A.1 above, will be determined by local norms and approved by the Dean of Libraries, subject to University standards.

4. TFA members hired to the Brampton campus are not expected to perform their duties and responsibilities provided for in Article 16.2.A.1 on the main campus; although this does not preclude them from participating in main campus activities when they choose to do so. Similarly, TFA Librarians hired to the main campus are not expected to perform their duties and responsibilities provided for in Article 16.2.A.1 at the Brampton campus; although this does not preclude them from participating in activities at the Brampton campus, if they choose to do so.

   A Librarian may only be assigned duties and responsibilities provided for in Article 16.2.A.1 at the campus they are not appointed to, with their consent. Assignment of duties and responsibilities on another campus is a special circumstance, not a normal occurrence.

B. Professional Duties

1. The professional duties described in 2 below, will be fairly, reasonably and equitably distributed by the Dean of Libraries amongst Librarian members, in accordance with operational needs, taking into consideration:

   a) the skills and areas of interest of individual members;

   b) the terms of a member's appointment;

   c) the member's anticipated/desired SRC and Service Activities.

   Annually, the Dean of Libraries will provide all Librarians with an overview of the assignment of each Librarian's Professional Duties.

   Librarians shall not be required to carry out workloads that exceed a typical work week.

2. Librarian members are obliged to develop and maintain their professional competence, currency and effectiveness as Librarians, and perform the professional duties assigned to them. Librarian members' professional responsibilities include, but need not be limited to, the following:

   a) to support the teaching, learning and research needs of the University through professional practice that reflects the current state of the profession;

   b) to provide stewardship of information resources;

c) to adhere to Senate's, the Library's and the University's policies as they pertain to their assigned responsibilities;

d) to foster a free exchange of ideas, to refuse to practice or permit censorship, and to strive to ensure the fullest possible access to information resources, both internal and external, for members of the University community;

e) to provide professional consultation and assistance to faculty, students and other users in the form of research consultation services;

f) to design and deliver effective teaching through information and digital literacies instruction seminars, workshops, and other sessions, and to partner with teaching faculty to ensure course curriculum objectives regarding critical evaluation of information resources, ethical use of information, and other information and digital literacy competencies relevant to course learning outcomes are addressed;

g) to meet scheduled appointments including workshops, classroom presentations, reference and research work and Library meetings.

h) to be responsible for the preparation, supervision, co-ordination and evaluation of staff assignments, where appropriate; to be responsible for the supervision of staff, if applicable, and to participate in the administration of the Library, where appropriate taking a leadership role, for example, performing as a department head, or administering a portfolio;

i) to support, develop, maintain and assess library information technologies and infrastructure in an ongoing sustainable fashion;

j) through user consultation, research and best practice, continually assess user needs to effect improvement in library resources and services; and,

k) where appropriate, Librarian members may teach up to one half-course per year in a regular academic program at the University.

l) to undertake special assignments.

C. SRC Duties, and/or Professional Development

1. Librarian members contribute to the advancement and application of knowledge and maintain professional currency. A Librarian member's

responsibilities in the area of SRC and/or professional development activities may include, but are not limited to:

a) publication of books, articles, reviews and reports of a scholarly or instructional nature and relevant contributions of a creative nature;

b) research in librarianship and information science or other subject areas including policy development;

c) formal study taken to broaden and/or improve skills or relevant professional subject knowledge;

d) study for relevant advanced professional and/or related academic qualifications;

e) active participation in professional associations;

f) professional growth through further study (including attendance at workshops); professional development through the planning, implementation, and/or participation in workshops conferences, coursework, professional exchange or other educational programs;

2. Librarian members may choose the topics, or areas in which they will carry out their SRC duties and/or professional development.

D. Service Duties

Service to the University

1. Consistent with their primary professional and service responsibilities, Librarian members shall participate in the administration of their department and the Library through active membership on appropriate bodies such as departmental management groups and shall participate to a reasonable extent on other University bodies including Departmental, Library and University committees, Senate and the Board when called upon to do so by, or when elected to, such bodies.

2. Service to the University shall be counted as part of the Librarian member's normal workload.

Service to the Profession and the Community

3. Librarian members have the right to participate in the work of learned societies, professional associations, and union/labour organizations, including the Faculty Association, the Ontario Confederation of University Faculty Associations, and the Canadian Association of

University Teachers. When a Librarian member's service on such bodies conflicts with scheduled professional or administrative duties, the Librarian member must seek the approval of the Dean of Libraries, or equivalent, for proposed alternative arrangements to ensure that such scheduled professional and/or administrative duties are fulfilled. A Librarian member's service to such societies and associations shall be considered in the assessment of the performance of the Librarian member.

4. Librarian members are encouraged to serve the community in a manner that enhances the reputation of the University. However, except when specifically authorized to speak on behalf of the University, Librarian members must make it clear that their positions and opinions are personal.

E. Outside Professional Activities

Suitable contact with the public and private sectors offers a means by which Librarian members may practise and enhance their professional knowledge and skills. Such activity shall be subject to the following:

1. Such professional activity shall not conflict or interfere with the fulfillment of their duties and responsibilities to the University as provided in this agreement;

2. Such professional activities shall not reflect adversely on, or be to the detriment of, the University. This Article does not diminish the academic freedom of Librarian members recognized in Article 11, above;

3. A written statement of the nature, scope and extent of the activity shall be given to the Dean of Libraries or their designate who shall review the same in the light of (1) and (2) immediately above;

4. The Library shall be reimbursed, at the prevailing rate set by the Library, for supplies, equipment, facilities and the space used in connection with the outside professional activity, it being understood that Library activities shall have priority in the use thereof; and

5. The name of the University or the University letterhead shall not be used in correspondence between a Librarian member and their client, or in any report they may submit, and the name of the University shall not appear in any publicity or commercial presentation of the results of the consulting work nor shall the Librarian member represent themself as an agent of the University.

16.3 ANNUAL REPORT

A. Each Librarian who is eligible and who wishes to be considered under the Increment process (CDI) shall submit an electronic copy (i.e. online submission) of their annual report, where applicable by May 31. The service period shall be the twelve months preceding the May 31 on which the annual report is due. The report shall include information regarding professional duties, service duties, and SRC duties and/or professional development activities of the Librarian member. One copy of this report shall be placed in the Performance and Conduct File of the Librarian member and a second copy shall be forwarded to the Dean of Libraries.

B. The annual report, which shall be completed on a standardized form supplied by the Dean of Libraries, shall include the following information as appropriate:

1. professional responsibilities, including teaching and instructional activities and with particular reference to all assigned duties and responsibilities;

2. professional or other developmental work including conference and workshop participation, coursework, etc., graduate degrees obtained or graduate studies in progress and expected date of completion, university and title of thesis;

3. scholarly, research or creative activities completed or in progress including publications published or in progress, editorial work, conference papers, presentations, exhibitions given;

4. research grants and contracts awarded, name of granting body, research title, amount awarded and the date of the award;

5. awards and other honours received;

6. Departmental and Library administrative and committee work;

7. Senate, Board, Association and other University activities;

8. contributions to Librarian member’s profession;

9. contributions to Librarian member’s community;

10. a statement of Librarian member’s outside professional practice in the previous year;

11. an account of the academic activities pursued by the Librarian member during the term they did not have assigned professional duties; and any other relevant information.

16.4 SALARIES, INCREMENTS AND ALLOWANCES

A. Salaries

The base salary minima and maxima for each Librarian rank as of July 1, 2026, July 1, 2027 and July 1, 2028 shall be as outlined below:

		Librarian I	Librarian II	Librarian III	Librarian IV
July 1, 2026	Minimum	$80,747.82	$90,090.56	$112,112.67	$132,800.14
	Maximum	$120,120.73	$188,189.15		
July 1, 2027	Minimum	$83,170.26	$92,793.28	$115,476.05	$136,784.15
	Maximum	$123,724.35	$193,834.83		
July 1, 2028	Minimum	$85,665.37	$95,577.08	$118,940.33	$140,887.67
	Maximum	$127,436.08	$199,649.87		

B. Starting Salary

Starting salary will reflect qualifications and relevant work experience.

C. Career Development Increments

1. A Librarian's salary will be increased by one Career Development Increment (CDI) annually up to the maximum for satisfactory service and is conditional upon receipt of the member's annual report. Librarians will be eligible for their increments on September 1st each year, or on the first day of the month following submission of their annual report, whichever is later. The University reserves the right to deny this increment, giving reasons in writing, when service has been unsatisfactory.

2. The Career Development Increments are:

   a) September 1, 2026: $3,400

   b) September 1, 2027: $3,400

   c) September 1, 2028: $3,400

3. Rank promotion:

   a) Promotion to Librarian II: one CDI

   b) Promotion to Librarian III: one CDI

   c) Promotion to Librarian IV: two CDIs

4. In no case shall the award of a Career Development Increment move a member's base salary above the base salary maximum for their rank.

D. Across-the-Board (ATB) Adjustments

1. Librarians who were members of the bargaining unit as of June 30, 2026 and who continue to be members at the time this Agreement is adopted, shall be entitled, on July 1, 2026, to an Across-the-Board increase of 2.75%.

   Librarians who are actively employed on July 1, 2027 and who commenced employment prior to July 1, 2027 shall be entitled to an Across-the-Board increase of 3.0%.

   Librarians who are actively employed on July 1, 2028 and who commenced employment prior to July 1, 2028 shall be entitled to an Across-the-Board increase of 3.0%.

2. Librarians on paid leave or sick leave shall receive the Across-the-Board adjustment.

3. Librarians on unpaid leave shall receive the Across-the-Board adjustment upon their return to active employment. This adjustment shall take effect on the date of return to active employment.

4. Librarian members on Long-Term Disability shall receive the Across-the-Board and any Sector adjustments upon their return to active employment only in circumstances where Librarians return to active employment within three years of the on-set of Long-Term Disability or within three years of July 1, 2026 whichever is the earlier date. In these circumstances, the Across-the-Board adjustment shall take effect on the date of return to active employment.

E. Salary Adjustment Sequence

Salary adjustments will be processed in the following sequence and will take effect on the dates stipulated immediately below or as modified by clauses 16.4. D., C.:

1.	Across-the-Board:	effective July 1st
2.	Anomalies Adjustment:	effective July 1st
3.	CDI:	effective September 1st
4.	Promotional Adjustments:	effective September 1st

*However, in the case of promotion from Librarian I to Librarian II, the effective date of the promotional CDI will be effective on the anniversary date of their appointment as a Faculty Association Librarian.

F. Special Allowances

A Library Department Head shall receive a reduction in other workload duties commensurate with their administrative responsibilities. They will receive extra remuneration.

G. Pay Day

Salaries shall be paid in monthly installments on the fifteenth day of each month. Should the fifteenth of the month fall on a weekend or a holiday, the salary due shall be paid not later than on the first preceding working day.

16.5 VOLUNTARY REDUCED WORKLOAD

A. Subject to the approval of the Dean of Libraries, a Librarian member may request up to a 50% reduction in workload with a proportionate reduction in salary, provided that:

1. the Librarian member has a minimum full-time service of five years;

2. the reduction normally will be effective for a 12 month period;

3. the request is made six months in advance and is subject to the approval of the Dean of Libraries;

4. requests that satisfy the conditions specified in 1-3 above are subject to operational requirements and are at the discretion of the Dean of Libraries;

5. the reduction might not abrogate the member's obligation to complete any contractual obligations that form a part of their service duties or SRC activities to which the Librarian member was obligated prior to requesting a reduced workload.

6. the University reserves the right to limit the number of Librarians on reduced workload at any one time. Such reduced workload arrangement may be renewed up to one additional twelve (12) month period. Subject to operational requirements and at the discretion of the Dean of Libraries additional renewals will not be unreasonably denied.

B. 1. During the period(s) of reduced workload/reduced salary, a Librarian shall receive benefits coverage as if they were employed on a full

workload/full salary basis, and they shall make contributions accordingly, except that, as regards the Long-term Disability Plan, this provision shall be operative only for a maximum of two years and that thereafter for any remainder of the reduced workload/reduced salary period, the coverage under the Plan shall be provided on the basis of the reduced salary.

2. Subject to applicable pension plan provisions, the Librarian and the University will continue to contribute to the Pension Plan on the basis of the Librarian's full normal salary level, with the objective of not affecting adversely either the Librarian's future pension or the funding basis of the Pension Plan. Each Librarian should seek the advice of the Human Resources Department in advance of requesting reduced workload to determine the effect, if any, of the specific provisions of the applicable Pension Plan in which the Librarian is participating. In cases where the Pension Plan prohibits contributions on the basis of full normal salary, the University will pay the Librarian the balance of the contribution it would otherwise have had to make.

16.6 APPOINTMENT OF LIBRARIANS

A. General

1. Appointments of Librarians shall be limited to probationary or career positions and shall be made at the rank of Librarian I, Librarian II, Librarian III or Librarian IV.

a) The rank of Librarian I shall be a rank reserved for graduates of an ALA-accredited or ALA-recognized Library and Information Science Program, or equivalent, with limited professional experience. A Librarian employee appointed to the Librarian I rank shall hold a probationary appointment and shall normally serve in that rank for a period of two (2) years, except in situations where their probationary period is extended as provided for in Article 16.6.E.6.

b) The University may appoint a Librarian to the rank of Librarian II, provided that the candidate shall have met the minimum educational requirements of Librarian I and shall have at least two (2) years professional experience or equivalent, and where the LAC has so recommended.

c) If a candidate is hired at the Librarian II rank, the successful completion of their probationary period will result in the Librarian being granted career status.

d) Appointments made at the rank of Librarian III may be career status or probationary. Appointments made at the rank of Librarian IV are normally career status. LPC recommendation on rank shall be sought for Librarian III or IV appointments.

2. Each new Librarian member shall be appointed by the University on recommendation of the Dean of Libraries and the Vice-Provost, Faculty Affairs. The appointment will have been recommended to the Dean of Libraries and the Vice-Provost, Faculty Affairs by the Library Appointment Committee.

3. The University has the sole and exclusive authority to determine complement levels.

4. The minimum qualification for a career stream Librarian member shall be a graduate degree from a program in Library and Information Science accredited or recognized by the American Library Association. Notwithstanding the above, the LAC may recommend a candidate with a degree in progress, where appropriate.

5. If a term Librarian position is established and continues to be required on an ongoing basis for a period of more than thirty-six (36) months/three years, the term position, subject to the University's normal budgetary approval process, shall be assimilated into the University's established TFA career complement where the limited term incumbent, if one exists, is free to apply. Any term Librarian position that is assimilated into the University's career complement shall be a new full- time position. With respect to any term positions that are assimilated into the University's career complement, the applicable appointment procedures set out in Article 16.6.C shall apply. As well, the successful candidate shall be a probationary appointment subject to Articles 16.6.D and E, below.

B. Dean of Libraries or Associate Dean of Libraries Appointment

1. A person appointed from outside the bargaining unit to the position of Dean of Libraries or Associate Dean of Libraries, at the University's discretion, may be assigned simultaneously to a Librarian career position. In these circumstances, upon completion of their administrative duties, they shall assume the full scope of duties and obligations of a career Librarian within the Library.

2. The terms and conditions of such appointment (Dean of Libraries and Associate Dean of Libraries) lie within the University's discretion.

C. Library Appointment Committee

1. A Library Appointment Committee (LAC) shall be established annually by an Associate Dean of Libraries. Normally the committee shall consist of an Associate Dean of Libraries as the Chair and non-voting member, two appointed career Librarians, and three elected career status Librarians. Where a larger LAC is appropriate the committee may be expanded through the addition of one elected career status Librarian and one appointed member; the latter may be drawn from other than the Library depending on the needs of the LAC for particular expertise, but shall normally be either a career status Librarian or a tenured faculty member. Members of the LAC will select/elect an Equity Advocate from among the members of the LAC.

   The LAC will take into account the University's strong commitment to fostering equity, diversity and inclusion within its community, in all aspects of the recruitment efforts including establishing equity goals for the search, developing a diversity outreach strategy and considering ways to remove barriers to candidates in the recruitment process.

   When required, the University shall arrange a training workshop. The workshop shall be conducted jointly by the Association and the University and shall include instruction by the University with regard to the LAC's legal obligations and duties under the Agreement and University policies, including equity. Any LAC member who does not attend the workshop(s) shall not be eligible to be a member of a LAC, except when a member who missed the workshop provides a reasonable explanation for their absence to their Associate Dean of Libraries. In addition, the University will deliver training workshops for Equity Advocates and for any LAC members who also wish to attend. The Office of the Vice-President, Equity and Community Inclusion (OVPECI) shall provide to the Equity Advocate and the committee chair relevant information from the University's Employee Diversity Self-ID Data.

   Should a member need to be replaced for any reason, the replacement shall be chosen in the same manner, that is, by either election or appointment, as the person being replaced. Where necessary, the new member shall attend a special workshop, under the conditions outlined in this Article.

   Members of the LAC are responsible for declaring any conflicts of interest and shall respond to such conflicts according to the provisions of Article 21.

   Members of the LAC are bound by confidentiality in their deliberations about individual candidates. They may have confidential discussions with Association or Administration representatives on any matter of concern.

Otherwise, only the Chair of the committee is authorized to communicate, as specified in this Article, on behalf of the committee.

2. The responsibilities of the LAC shall be to conduct suitable search procedures for new positions, to recommend a candidate for each position, and to conduct assessments of probationary members.

   All notices of vacancy will include a statement confirming that the position falls within the Faculty Association, a link to the Faculty Association Collective Agreement, a link to the Faculty Association's website, and a link to University's Faculty Association Benefits Summary.

   Each LAC will have assigned to it a member of the University's Human Resources Department in order to assist that LAC in complying with the terms of this Agreement with respect to the recruitment, selection and assessment of members. The Human Resource Department representative will not participate in the deliberations of the LAC and will not attend LAC meetings with members or interviews with potential Librarians. The contribution of the Human Resource Department representative will consist of guidance, coaching and training of members of the LAC, where the members of the LAC and the Human Resources Department Representative both see such as appropriate, on the terms of the Agreement and University policy, as they apply to the activities of the LAC.

3. The Chair of LAC shall forward a report including a section prepared by the LAC Chair with the Equity Advocate, regarding how the hiring was consistent with the obligations and suggested practices provided in LAC training and guides, along with their own recommendation, to the Vice-Provost, Faculty Affairs, whose responsibility it is to authorize appointments.

4. The LAC shall make a recommendation to the Dean of Libraries in writing stating the reasons for their decision. The Dean of Libraries will review the LAC recommendation, along with the applicant's human resources file, if applicable. After this review, the Dean of Libraries will forward to the Vice- Provost, Faculty Affairs the LAC's recommendation, along with their recommendation. The Dean of Libraries will render one of two recommendations:

   a) they accept the recommendation of the LAC and recommends its implementation to the Vice-Provost, Faculty Affairs; or

b) they disagree with the LAC recommendation stating the reasons for their disagreement and forward their recommendation to the Vice-Provost, Faculty Affairs.

The Vice-Provost, Faculty Affairs shall review the recommendation of the Dean of Libraries and the LAC and either:

a) confirm the recommendations of the Dean of Libraries; or

b) overturn the recommendation of the Dean of Libraries stating the grounds for the rejection of the decision.

5. The Dean of Libraries shall write a letter of appointment to each new Librarian indicating the terms of the appointment. The letter shall indicate the campus(es) to which the appointment is being made and any expectations which the appointee may be required to meet before transfer to career status and shall also indicate that membership in the Faculty Association is a condition of employment. Any reference within this letter to SRC and/or professional development activities shall be broad and qualitative in nature. The letter of appointment will include the probationary member's start date and their annual salary rate. Further, the letter of appointment will state that this annual salary rate is for the applicable appointment year (the appointment letter will include the start and end date of the appointment year), and that such salary rate will not be increased by any increments during the applicable appointment year which have been, are being, or will be negotiated between the University and the Association.

D. Probationary Period

1. The probationary period for Librarians shall be two years.

2 The probationary appointment may be extended for up to one year in accordance with the procedure set out in Article 16.6.E.

3. A probationary appointment is a period of appraisal during which time the member is expected to meet the standards of performance required for career positions.

E. Assessment of Probationary Librarians

1. The performance of a member on a probationary appointment shall be formally reviewed at the sixth, fourteenth and twenty-third months of their probationary period. An Associate Dean of Libraries shall be responsible for the LAC conducting the formal review and for producing an assessment report. The formal assessments by the members of the

LAC, or summaries of them, shall be incorporated into the LAC's report. The LAC shall also consult with the probationary member's administrative unit/department head, if any. The report shall indicate clearly any areas of performance which are not meeting the standards expected of a career Librarian. The Dean of Libraries shall meet with the LAC to review the assessments and the LAC report. Subsequently the Dean of Libraries will write a letter indicating their agreement or disagreement with the contents of the LAC report.

2. The Dean of Libraries shall provide the member with a written copy of the report, as well as their letter as referenced in paragraph 1. above, at least five days in advance of meeting with the member to discuss their performance.

3. The probationary Librarian shall sign the report to signify that they have read the review and has discussed their performance at the meeting with the Dean of Libraries. The signature does not indicate that the member agrees with the performance evaluation.

4. The member shall have the right to respond to their assessment review and the Dean of Libraries' letter.

5. If at any time during the probationary period, including prior to or subsequent to any of the sixth or fourteenth month reviews, the probationary member is not demonstrating satisfactory progress in meeting the standards expected of a career Librarian, the Dean of Libraries shall indicate clearly any areas of performance which need improvement, and shall provide the probationary member with a reasonable period of time for such improvement. If after this period of time the probationary member is still not demonstrating satisfactory progress, the Dean of Libraries may recommend dismissal pursuant to Article 16.6.E, or Article 20.2.D.

6. No later than one month before the end of the probationary period, that is at the twenty-third month, the LAC shall have concluded a final assessment of the probationary member's performance in accordance with Article 16.6.E. A copy of this report shall be given to the probationary member, to the Dean of Libraries and to the Vice-Provost, Faculty Affairs, and shall include the recommendation of the LAC, and all LAC assessments or summaries thereof, including any written opinions dissenting from the LAC's recommendation.

   The LAC's recommendation and supporting rationale will be provided to the probationary member for their comments. If the probationary member wishes to comment, they shall provide their comments in writing to the

LAC and the Dean of Libraries within two (2) weeks of the LAC's recommendation.

The LAC shall render one of three recommendations to the Dean of Libraries:

a) that the member be transferred to career status;

b) that the probationary period be extended for up to one year either where the probationary member's performance has been marginally satisfactory and may be expected to improve, or where the probationary period has not provided a suitable opportunity for the member to demonstrate satisfactory performance; or

c) that the member's employment be terminated for failure to meet the standards expected of a career Librarian.

Where (b) above is the recommendation, the LAC, through the Chair of the LAC, will indicate in writing to the probationary member any areas of improvement required in order to meet the standards expected for a career Librarian.

7. The Dean of Libraries shall, upon receipt of the LAC recommendation and any written comments provided by the probationary member, render one of two recommendations:

a) they accept the recommendation of the LAC and recommends its implementation to the Vice-Provost, Faculty Affairs; or

b) they disagree with the recommendation stating the reasons for their disagreement and forward their recommendations to the Vice-Provost, Faculty Affairs.

8. The Vice-Provost, Faculty Affairs shall review the recommendations of the Dean of Libraries and the LAC. The Vice-Provost, Faculty Affairs shall either

a) confirm the Dean of Libraries' recommendation and cause it to be implemented; or

b) refer the recommendation back to the Dean of Libraries and the LAC with questions.

9. In the case of a recommendation for dismissal, the Vice-Provost shall, prior to reaching a final decision, provide the member with a full

opportunity to respond to the issues raised by the Dean of Libraries and by the LAC in the reviews of the member's performance.

10. If the Vice-Provost confirms a recommendation to dismiss a probationary member, they shall provide notice according to Article 20.2 D.

11. In the case of a decision to dismiss a probationary Librarian, the Librarian member has recourse to Article 9 (Grievances) subject to Article 20.2.D.

16.7 PROMOTION

A. There shall be four ranks of Librarian:

1. Librarian I

2. Librarian II

3. Librarian III

4. Librarian IV

B. Promotion of Librarians:

1. The term promotion designates the transition from Librarian I to Librarian II; from Librarian II to Librarian III; and from Librarian III to Librarian IV.

2. Librarians may apply for promotion by forwarding a request to the Dean of Libraries. Such requests, and all accompanying documentation, must be received by the Dean of Libraries, not later than May 1 for consideration for promotion with effect from the beginning of the next academic year (September 1). For clarity by way of example, a May 1, 2026 application that is successful may utilize the new rank effective the day that the positive VPFA promotion decision letter is issued and the CDI(s) related to the successful promotion will be effective September 1, 2026.

3. The Dean of Libraries shall ensure that a Library Promotion Committee is established by May 31 to consider requests for promotion, with their term of office being June 1 to May 31. If external LPC members are required per 16.7.D.1.(c) because there are insufficient Librarian IV committee members, they will be added by August 31st. The term for external committee members shall start when they are added to the committee and end on May 31. The Chair of the LPC shall forward the

composition of the committee to the Vice-Provost, Faculty Affairs and the Association.

C. Eligibility for Promotion:

1. Promotion to Library II will be automatic for Librarian I's who have successfully completed their probationary period. Librarian II's who have successfully completed their probationary period do not have the automatic right to be promoted to the rank of Librarian III and must meet the service requirement set out in paragraph 3 below.

2. At the time of application for promotion to Librarian ranks III and IV, the candidate normally must be a career employee and have successfully completed their probationary period.

3. To qualify for promotion to the rank of Librarian III, the candidate shall have met the minimum educational requirements of Librarian I and at time of application, shall have a minimum of five (5) years' experience as a Librarian II or shall have equivalent experience. A current Librarian II will be eligible to apply for promotion only after five (5) or more years of service as a Librarian II or shall have equivalent experience. If successful, the promotion will be retroactive to September 1st of the academic year of application.

4. A Librarian may not be considered for promotion to the rank of Librarian IV unless at the time of application, the candidate has met the minimum educational requirements of Librarian I and until they have had a minimum of five (5) years' experience as a Librarian III or have equivalent experience. A current Librarian III will be eligible to apply for promotion only after five (5) or more years of service as a Librarian III or shall have equivalent experience. If a positive promotion from Librarian II to Librarian III is rendered after April 30, the count of service as Librarian III towards eligibility for promotion to Librarian IV will include any time between May 1 and the date of the promotion decision.

D. Library Promotion Committee:

1. The complete Librarians Promotion Committee (LPC) shall be established annually (by August 31 if external members are required, or by May 31st if no external members are required).

a) The LPC shall consist of an Associate Dean of Libraries as chair and non- voting member of the committee, plus three Librarians

from ranks III or IV, two elected by the Librarians and one appointed by the Dean of Libraries. The committee will select/elect an Equity Advocate from amongst themselves.

The University shall arrange a training workshop to be held each year for all LPC members. The workshop shall be conducted jointly by the Association and the University and shall include instruction by the University with regard to the LPC's legal obligations and duties under the Agreement and University policies, including the values of equity, diversity and inclusion. Any LPC member who does not attend the workshop(s) shall not be eligible to be a member of a LPC, except when a member who missed the workshop provides a reasonable explanation for their absence to an Associate Dean of Libraries LPC Chair in which case the training will be provided. In addition, the University will deliver training workshops for the Equity Advocate and for any LPC members who also wish to attend.

b) In the case of application for promotion to the rank of Librarian IV, at least two of the three Librarian committee members shall be from the rank of Librarian IV only. Additional Librarian members may be added to the LPC but must be chosen from the Librarian III or IV ranks, respectively and shall be added so that the ratio of elected to appointed shall be maintained.

c) Notwithstanding b) immediately above, for the initial transition, and unless there are at least two Librarians promoted to the rank of Librarian IV or recommended and approved by the Vice-Provost for such promotion, and who are available to serve on the LPC, an applicable number of external career (tenured) Librarians deemed to be at equal to or greater rank being sought shall be asked to join the LPC. One shall be appointed by the Dean of Libraries and two shall be elected, provided they have been nominated, by the Librarians. Where fewer than three external Librarians are required, the first shall be elected and the second shall be appointed. The external Librarians will be added to the LPC formed as provided for in Article 16.6.D.1(a) and this expanded LPC will only assess the applications for promotion to Librarian IV. Any other applications for promotion to Librarian III that year will be assessed by the LPC formed as provided for in Article 16.6.D.1(a).

d) Members of the LPC are bound by confidentiality in their deliberations about individual candidates. They may have confidential discussions with Association or Administration representatives on any matter of concern. Otherwise, only the Chair

of the committee is authorized to communicate, as specified in this Article, on behalf of the committee.

Members of the LPC are responsible for declaring any conflicts of interest and shall respond to such conflicts according to the provisions of Article 21.

e) The Chair of the LPC is charged with the solicitation of the opinions of external referees (for those applicants seeking promotion to the rank of Librarian III or the rank of Librarian IV).

E. Evaluation Criteria:

1. Librarian III

Evaluation of professional competence and performance shall be based on the principal responsibilities of Librarians as set out in Article 16.2 and shall include their assigned responsibilities. Professional competence and performance may be demonstrated by the attainment of recognized professional qualifications, performance of assigned responsibilities in an effective manner, continuing efforts to maintain competence and evidence of contributions to advances in the profession through SRC and/or professional development.

For promotion to the rank of Librarian III the candidate normally must:

a) demonstrate an overall high standard of performance in discharging their duties and responsibilities as a professional Librarian;

b) demonstrate on-going efforts to contribute to the university and the community;

c) demonstrate satisfactory application to scholarly, research and creative activities and/or professional development.

2. Librarian IV

For promotion to the rank of Librarian IV the candidate normally must:

a) exhibit evidence of a substantial extension of the record on which promotion to Librarian III was based;

b) submit evidence of a record of excellent performance with demonstrated initiative, leadership and creativity;

c) submit evidence of substantial achievement in two or more of the following areas: professional duties, SRC duties and/or professional development, and/or service duties, which may include service to the University and/or service to the profession and the community.

F. Assessment Criteria for Promotions from Librarian II to Librarian III and from Librarian III to Librarian IV:

For evaluation purposes members of the LPC shall be guided by, but not limited to, the examples listed below:

1. Professional Duties:

a) professional competence as demonstrated by knowledge applied within the position in an effective and efficient manner on an on-going basis;

b) ability to communicate and interact effectively and co-operatively with all colleagues and patrons;

c) ability to relate their functions to the overall goals of the Library and/or the University;

d) ability to take initiative and to be innovative;

e) special skills and aptitudes which are utilized in the performance of their duties;

f) teaching.

2. Service Duties:

a) supervision, or co-ordination, of Library personnel or activities;

b) demonstrated administrative ability or capacity for administration;

c) service and leadership in library-wide and University affairs;

d) service in the community and professional associations.

3. SRC Activities and/or Professional Development:

a) publication of books, articles, reviews and reports of a scholarly or instructional nature and relevant contributions of a creative nature, as

well as consideration of the extent of the candidate's intellectual activity in support of the research activities of others;

b) research in librarianship and information science or other subject areas including policy development;

c) formal study taken to broaden and/or improve skills or relevant professional subject knowledge;

d) study for relevant advanced professional and/or related academic qualifications;

e) efforts for professional growth through further study (including attendance at workshops); professional development through the planning, implementation, and/or participation in workshops, conferences, coursework, professional exchange or other educational programs.

G. Promotion Procedures:

1. The LPC may invite the candidate to appear at a meeting for clarification of their application. Such an invitation shall be given in writing and shall identify the matters requiring clarification. Reasonable notice shall be given. The candidate has a right to decline such an invitation. The candidate can also choose to meet with the LPC.

2. For promotion from the rank of Librarian II to Librarian III, the members of the LPC must consider the assessment of the applicant’s satisfaction of the criteria in Article 16.7.E.1 as judged by two (2) external referees. The referees shall normally hold the rank of Librarian III or its faculty equivalent or higher in an academic institution and shall be recognized in the applicant’s area of SRC or librarianship. One of the referees is to be named by the applicant and the other referee will be named by the Dean of Libraries. All external evaluations shall come to the LPC Chair, duly signed by the author. A copy of all external evaluations shall be provided to each member of the LPC.

3. For promotion from the rank of Librarian III to Librarian IV, the members of the LPC must consider the assessment of applicant’s satisfaction of the criteria in Article 16.7.E.2 as judged by three (3) referees external to the Library and at least two of which will be external to the University. The referees shall normally hold the rank of Librarian IV or its faculty equivalent in an academic institution. One (1) of the referees is to be named by the applicant, one (1) of the referees will be named by the LPC independent of the Dean of Libraries and one (1) referee will be named by the Dean of Libraries. All external evaluations

shall come to the LPC Chair, duly signed by the author. A copy of all external evaluations shall be provided to each member of the LPC.

4. No individual may act as an external referee where there is a real or perceived conflict of interest.

5. The external referees will be provided with a copy of the applicant's Dossier, except for the list provided for in Article 16.7.H.5.

6. By March 15 the LPC shall make a recommendation to the Dean of Libraries in writing stating the reasons for their decision. In the case of a recommendation for denial of promotion, the reasons for that decision must also be conveyed in writing to the Dean of Libraries.

   The LPC shall provide a copy of the letter of recommendation to the candidate, and the external referee reports with the names of any identifying information redacted. If the candidate wishes to respond, they will provide their comments in writing to the Dean of Libraries within two weeks of receipt of the LPC recommendation.

   In cases of promotion from the rank of Librarian II to Librarian III or in cases of promotion from the rank of Librarian III to Librarian IV where all of the external referees recommend against the promotion of the applicant to the rank of Librarian III or IV, denial of the promotion shall be automatic unless the promotion is recommended by the Vice-Provost, Faculty Affairs.

   The Dean of Libraries will review the assessment and recommendation of the LPC, the Librarian's response, if any, the evaluations of the external referees, along with the Performance and Conduct File (PCF) for each member who has applied for promotion and will meet with the LPC to discuss their recommendation and response from the member, if any. After this review, the Dean of Libraries will forward to the Vice-Provost, Faculty Affairs the summary of assessments, recommendation of the LPC, the response from the member, a copy of the evaluations by the external referees, (as outlined in 16.7.G.2 and 3 above), along with their recommendation. At the same time, the Dean of Libraries will inform the applicant, in writing, of their recommendation and the reasons for such decisions.

   The Dean of Libraries shall render one of two recommendations:

   a) accepts the recommendation of the LPC and recommends its implementation to the Vice-Provost, Faculty Affairs; or

b) disagrees with the recommendation stating the reasons for their disagreement and forward their recommendations to the Vice-Provost, Faculty Affairs.

7. The Vice-Provost, Faculty Affairs shall review the recommendation of the Dean of Libraries and the LPC and either:

a) confirm the recommendation of the Dean of Libraries; or

b) overturn the recommendation of the Dean of Libraries stating the grounds for the rejection of the decision.

8. The decision of the Vice-Provost, Faculty Affairs shall be communicated in writing to the candidate, the Dean of Libraries and the LPC.

9. In the case of a negative recommendation the candidate may in writing rebut the assessments and recommendations within 14 days of the decision.

10. A copy of the LPC's assessment and recommendations as well as any rebuttal shall be placed in the Librarian's PCF.

11. Librarians who are denied promotion shall not be eligible, for a period of two years, to apply for promotion from the date of application.

12. Denial of promotion may be grieved only if the Vice-Provost overturns the decision of the Library Promotion Committee, and/or in cases based on alleged discrimination or lack of due process.

H. Dossier

Each candidate for promotion shall assemble a file/dossier containing the relevant documentation. It is the candidate's responsibility to maintain their dossier of professional activities and any other information that the member deems relevant to their professional practice.

The following documents must be attached to the application for promotion and submitted at the time of application:

1. a copy of the applicant’s current CV, in a University approved format, including any letters of testimonial, however the applicant must indicate whether the letters were solicited or not;

2. copies of the candidate's annual reports;

3. a list of responsibilities for the current and previous posts held;

4. a statement describing the nature and extent of service, other professional activities and SRC and/or professional development as related to the criteria outlined above that the applicant wishes to have considered in the examination of the application;

5. the name of the individual that the candidate proposes as their choice of external referee;

6. any other documentation relevant to a Librarian's professional activities, SRC or service duties in addition to the above.

16.8 LEAVES OF ABSENCE

A. Without Pay

1. Leave of absence without pay may be granted to a career Librarian for a period of time mutually agreeable to the University and the member. In no case shall such a leave exceed a period of 12 consecutive months.

2. A member desiring a Leave of Absence without pay shall apply in writing to the Dean of Libraries stating the purpose and duration of the leave. Such requests shall be made with as much notice as possible, but in no case, with less than six months' notice prior to the requested date of such leave.

3. The Dean of Libraries shall consider such a request and, within one month of the date of receipt of the request in writing, inform the Librarian, in writing, of the approval or denial. The Library's operational requirements shall be the determining factor in granting or denying such leave. All requests, however, shall be considered and the Dean of Libraries shall not unreasonably deny a bona fide request submitted within the process and time limits established.

4. A member on leave without pay is eligible to continue their Group Life Insurance at the rate in effect immediately prior to the commencement of leave and to participate in the Long-term Disability Plan.

5. The cost of participation in the available benefits will be paid entirely by the member annually in advance. Where the approved leave was granted for educational or compassionate reasons, the University will refund to the member upon their return to active employment that portion of the premiums which it would normally have paid had the member been in active employment.

6. Association dues will be paid by the member concerned in advance for the period of the authorized leave without pay. Payment will be made to the University which will turn over any such collected dues to the Association together with the next remittance of dues deducted from the salary of other members (Article 2.4 C. (Terms of Agreement – Membership in the Association)).

B. Leaves with Pay

1. The University and the Association agree that taking paid (sabbatical) leave is considered an investment toward increasing both the quality of programs of study and the scholarly, research, and creative activities at the University by allowing an eligible Librarian:

   a) to devote more time to scholarship, research and/or creative activities, and/or

   b) to acquire relevant experience in areas related to an area of specialization, with the objective of enabling them to make their professional practice more complete and more appropriate to the needs of the Library or other departments within the University.

2. Paid (sabbatical) leaves will be for periods of 6 months or 12 months. Twelve-month leaves are taken July 1 to June 30, or January 1 to December 31. Six-month leaves are taken January 1 to June 30, or July 1 to December 31.

3. A career Librarian must apply in writing on a University supplied form and submit it to the Dean of Libraries by October 15 prior to the academic year in which they plan to start their leave. The application will state the purpose of the leave and the accomplishments expected.

4. By December 1 the Dean of Libraries makes a decision based on the operational requirements of the Library and if the leave cannot be approved based on operational requirements, the provisions of 16.8.B.8 below apply. By the following January 31 the applicant shall be advised of the University's decision through the Office of the Vice- Provost, Faculty Affairs. The applicant shall complete and sign the requisite memorandum of agreement from the Office of the Vice-Provost, Faculty Affairs by March 31.

5. The Dean of Libraries may approve up to three positions per year, or a combination of more than three, but adding up to no more than the equivalent of three career positions; for example six Librarians at six months each.

6. Only career Librarians with a minimum of six years' service may apply. Periods of leave of 6 months or more with or without pay, including periods of long-term disability, do not lead to qualifying years of service. Periods on pregnancy/parental/adoption leave and secondments qualify as years of service. Years of service for the purposes of paid leaves will accrue on a prorated basis during periods of reduced workload.

7. With the exception of the first career sabbatical as provided for in (c) below, the years of qualifying service outlined below refers to the years of service since the Librarian's previous sabbatical. Salary paid during such approved leave shall be as follows:

   a) 100% of the Librarian's salary for a six (6) consecutive month sabbatical upon the completion of a minimum of four and a half (4.5) years of service.

   b) If taking leaves of 12 months in duration the following salary rate applies:

      i. 85% of the Librarian's salary upon completion of six years' service

      ii. 92.5% of the Librarian's salary upon completion of seven years' service

      iii. 100% of the Librarian's salary upon completion of eight years' service

   c) whether six (6) months or twelve (12) months in duration, the first career sabbatical of a career Librarian will be at 100% salary.

8. In some circumstances, the Dean of Libraries, due to operational requirements, may not be able, in a given year, to accommodate all eligible leaves. In such cases, the Dean of Libraries and the eligible members shall attempt to work out a schedule acceptable to all parties. Where agreement cannot be reached, deferred members will have first priority, then members having the greater period of time elapsed since the last paid leave. Ties shall be decided by lot. In such circumstances, paid leaves may be delayed up to one year with reasons provided to the member in writing by the Dean of Libraries, with reasonable notice.

   A Librarian Member retains any credited academic service time under 16.8.B.6, including the period of deferral and may apply it to the service period required for a subsequent paid leave. A deferred leave does not count towards the limit in 16.8.B.4 in the year in which the leave is taken,

unless the reason for the deferral was due to exceeding the limit in the previous year.

9. A Librarian's first work obligation while on paid leave is the fulfilment of the terms of their leave duties. Librarians may engage in outside employment while on paid leave only to the extent that such employment does not interfere with the Librarian's leave obligations to the University. A Librarian on paid leave shall report to the University any outside remuneration received while on leave, which would not have been received had they not been on leave. Such reporting shall be made at the time of application for leave; or in circumstances where the Librarian requests a substantive change to the leave plan as previously approved.

10. During the first academic semester after returning from paid leave, a Librarian shall provide to the Dean of Libraries a written report of activities undertaken and objectives accomplished while on paid leave, including any outside remuneration received whilst on leave, consistent with clause 9 above.

11. While on paid leave, a Librarian’s entitlement to increment will not be interrupted, save and except as provided for in Article 13, Article 16, and Appendix A, paragraph D (6).

12. A Librarian on paid leave will continue to participate in the medical, dental, extended health, and Group Life Insurance benefits.

13. When a paid leave is interrupted by pregnancy/parental/adoption leave, or sick leave of more than three months, or other such extenuating circumstances, and where such conditions or circumstances are documented by the Librarian and accepted by the University, the time in such status shall not be counted as paid leave under the terms of this Article.

14. Except in cases where a Librarian gives notice of their intention to resign or retire at the end of a sabbatical leave, a Librarian must return to active service following their paid leave and is not eligible for another sabbatical leave until they have accrued sufficient service as provided for in paragraph 7(a) and (b), above.

C. Special Leaves

Section 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12 and 6.13 under Special Leave of Article 6 (Leaves of Absence) shall apply to Librarian members.

16.9 VACATION FOR LIBRARIANS

Librarians shall be entitled to five (5) weeks of paid vacation after completion of each year of service; after twelve (12) years of service the entitlement shall be increased to six (6) weeks per year. Vacation credits shall accumulate on a monthly basis, at a rate of 2.083 days per completed month of service during the first twelve (12) years of service; thereafter, vacation credits shall accumulate at the rate of 2.5 days per completed month of service. Vacation credit may be accumulated to a maximum of double the annual entitlement. No further credits will be granted once a member reaches the maximum accumulation unless the vacation balance is reduced below the maximum entitlement.

16.10 PROFESSIONAL DEVELOPMENT TIME

Effective January 1, 2023, Librarians are entitled to sixteen (16) professional development days per annum. Unused professional development days may be carried forward to the next year, provided that the total accrued does not exceed 24 days. All professional development days are, where reasonably practical, to be requested seven (7) days in advance and will be granted subject to operational requirements. Requests for professional development days made less than 7 days in advance are at the discretion of the Dean of Libraries. In either case, approval will not be unreasonably withheld.

16.11 GRIEVANCES

Librarians are entitled to the rights of grievance set out in Article 9 (Grievances), except as stated in Article 16.7.G.12.

16.12 BENEFITS

The benefits applicable to Librarians shall be those specified for faculty members in Article 12 (Benefits), and Appendices and Memorandum referred to therein.

16.13 RETIREMENT

The retirement of a career-stream Librarian will be as provided for in Article 19.

16.14 RESIGNATIONS

In the first four months of employment a Librarian member may resign on one month’s written notice. Thereafter, three months' written notice is required.

Resignation of a Librarian member must be in writing, addressed and delivered to the Dean of Libraries with a copy to the Human Resources Department.

16.15 PERFORMANCE AND CONDUCT FILE

Article 14 (Performance and Conduct File) shall apply to the Librarians.

ARTICLE 17 MIDWIFERY FACULTY

17.1 GENERAL

A. The terms and conditions of employment for Midwifery faculty shall be the provisions of the current collective agreement between the Faculty Association and the Board of Governors as it applies to faculty members hired after December 31, 1992, save and except where said agreement is modified by this Article.

B. Midwifery faculty members shall not be required to reduce their financial entitlement from the University in light of any remuneration received from their work as registered midwives, except as foreseen by the limitations in Article 6.1.P of the collective agreement.

C. Midwifery faculty members will teach a proportion of the full time academic teaching load in any academic year according to their letter of appointment. The Director shall normally have a 100% FTE during their appointment.

D. For purposes of calculating periods of time for eligibility for tenure and promotion reviews, for sabbatical leave, for salary increases, and for vacation, Midwifery faculty members shall be considered full-time employees as of their date of employment with the University. Teaching and clinical terms shall be included in calculating eligibility for the above. The actual benefit level for vacation, sabbatical salary, and salary increases will be proportional to the actual workload of the individual faculty member consistent with the relevant paragraphs of this Article.

17.2 WORKLOAD PROVISIONS

A. The workload provisions as articulated in the Collective Agreement between the University and the Faculty Association, specifically, Article 10, clauses 10.11 through to 10.14 inclusive, as amended by Article 17.2 B, C, and D, shall apply to the Midwifery faculty in the Midwifery Education Program (“MEP”).

B. Midwifery faculty members will be hired by the University at 50% (0.5 FTE), at 75% (0.75 FTE) or at 100% (1.0 FTE) of a full-time position. Midwifery faculty members will maintain a midwifery practice sufficient to qualify for, and to maintain, current registration with the College of Midwives or another midwifery professional regulating body (subject to the Dean’s recommendation and the approval of the Vice-Provost, Faculty Affairs). Midwifery faculty members hired into a 0.75 FTE position will normally either be responsible for Preceptor Education and Development in addition to a 50% teaching load or have a teaching load of 75% of the departmental norm. Midwifery faculty members who are hired into a 0.75 FTE or 1.0 FTE position who are expected to teach midwifery-specific subject matter must demonstrate having maintained the equivalent of at least five years of full-time active midwifery practice at the time of hire

C. Postings for tenure-stream faculty positions will specify whether the position sought is a 0.5 FTE, 0.75 FTE or a 1.0 FTE. If the MEP is allocated a 0.5 FTE position or a 0.75 FTE position by the Dean, the posting must specify a 0.5 FTE or 0.75 FTE position. If the MEP is allocated a 1.0 FTE position by the Dean, that posting can specify that the position can be either one 1.0 FTE position or two 0.5 FTE positions, subject to approval by the Dean.

D. Subject to the approval of the Dean of Community Services, Midwifery faculty hired at 0.5 FTE may be offered and may accept to work 60% of a full-time position, averaged over a full rotation cycle, selecting the workload option described below, consisting of a teaching rotation and a clinical rotation. Within this context a teaching term or teaching rotation refers to Midwifery faculty members focusing on discharging their duties and obligations as set out in the Workload Provisions, Article 10. A clinical term or clinical rotation refers to Midwifery faculty members focusing their activities on their respective clinical practices.

E. Where faculty members volunteer to teach courses beyond their allocated teaching workload, the overload provisions as set out in MOU-12 apply. Notwithstanding the aforementioned, in the specific context of clinical practice courses within the MEP, where tenure stream faculty members are unavailable for teaching, or existing tenure-stream positions are temporarily vacant, with the agreement of the faculty member(s), the Director of the MEP may request from the Dean a time-limited increase of the FTE of existing faculty members currently either at 0.5 FTE or 0.75 FTE in order to teach such clinical practice courses, instead of seeking approval for LTF allocations. It is understood that such an increase in FTE will only be approved where there are no other available options within the tenure stream faculty**.**

17.3 ROTATION OPTION

A. Midwifery faculty may alternate one year (three teaching terms) of full time teaching, pursuant to the provisions of Article 10 (Workload), Mode II, and one year (three teaching terms) of full time clinical practice.

B. When on clinical rotation, 1 day of every week will be available for University work, pursuant to the provisions of Article 10 (Workload), Mode II.

C. When on teaching rotation, 1 day of every week will be available for clinical work (practice meetings, prenatal and postnatal appointments etc.).

D. One out of three teaching terms will be devoted to scholarly, research or creative activity.

E. Article 10.12.B.6. shall not apply.

17.4 SALARY

A. For Midwifery faculty on approved rotation, salary will be paid as follows:

1. a) 100% of salary (1.0 FTE) during the year the Midwifery faculty member teaches full time at the University; and,

   b) 20% of salary (0.2 FTE) during the clinical practice year.

   c) The pay cycle shall be the cycle normally applicable to other Faculty Association members.

2. For employment insurance purposes the parties agree that a 35 hour work week shall be deemed to constitute a full work week for individuals teaching a full load. Further, for individuals who work a percentage of a full load (reduced workload) the 35 hour work week shall be reduced accordingly by the appropriate percentage for employment insurance purposes only.

3. Salary increases shall be in accordance with the processes applicable to other Faculty Association members, with actual salary paid pro-rated according to the percentage workload undertaken and approved.

4. Salary paid to a faculty member on approved sabbatical leave shall be calculated in respect of all years contributing to the faculty member's entitlement based on the average of proportional workload during the qualifying period leading up to the sabbatical leave.

17.5 BENEFITS AND PENSION

A. With respect to benefits, Midwifery faculty in the Midwifery Education Program shall participate in the benefits package that is available for faculty members as outlined in the collective agreement between the Faculty Association and the University. Specifically, the parties recognize that:

1. Salary related benefits shall be pro-rated according to the percentage workload undertaken and approved.

2. Participation in the Toronto Metropolitan University Pension Plan is a mandatory condition of employment. The Midwifery faculty member shall contribute to the Pension Plan on the basis of actual salary paid, according to the rules of the Plan. Service credits in the Pension Plan shall also be adjusted accordingly, that is pro-rated according to percentage of actual salary paid relative to the full notional salary.

3. The Pension Plan shall be financed according to the rules of the Plan document and the employment insurance shall be financed as provided by the relevant regulations/legislation, and the other benefits shall be financed entirely by the University except Private Accident Insurance which shall be financed entirely by the individual Midwifery faculty member.

17.6 VACATION

For every three (3) terms, Midwifery faculty in the Midwifery Education Program will be entitled to 5 weeks vacation, normally to be taken within the span of every three teaching terms. Such vacation shall normally be taken during a non-teaching term of their teaching year. Following the completion of twelve years of service, this entitlement shall be increased to six weeks. It is understood that the five and six week periods do not include those periods when the University is closed.

17.7 GRIEVANCES

Except as provided in 17.2 and 17.3, Workload Provisions, above, Midwifery faculty may grieve other matters pursuant to the Faculty Association Collective Agreement, Article 9 (Grievances).

17.8 REDUNDANCY AND LAY-OFF

A. Redundancy and Lay-Off

1. The provisions of Article 22 (Financial Exigency), Article 23 (Redundancy), and Article 24 (Layoffs), shall apply to Midwifery faculty except in the event that the government funding is withdrawn, in whole or in part, from the University as it relates to the funding of the Midwifery Program. In such an event, the Midwifery Program shall be closed or reduced at the sole discretion of the University.

2. Further to paragraph 1 above, in cases where the government funding is withdrawn, in whole or in part, from the University as it relates to the funding of the Midwifery Program, and the University decides to close or reduce the Midwifery Program, and such action results in layoffs of affected Midwifery Faculty it is understood that such layoffs are not as a result of a confirmed financial exigency or a Program Redundancy. Therefore, in such cases, the provisions of Article 22 (Financial Exigency), and Article 23 (Redundancy) of the Collective Agreement do not apply. In such cases, only the notice, severance, recall rights and ‘benefits during recall’ provisions found in Article 24 (Layoffs), shall apply to affected Midwifery Faculty.

ARTICLE 18 PROFESSIONAL EXPENSE REIMBURSEMENT FUND

A. The University recognizes that the duty of faculty members, Librarians and Professional Counsellors to maintain academic and/or professional competence and currency will, from time to time, necessitate the incurring of expenses.

B. Recognizing that it is the principal beneficiary of such competence and currency, the University will establish a Professional Expense Reimbursement Fund (PERF) from which individual members of the Association shall be reimbursed for eligible expenses according to University policies and is strictly subject to the relevant provisions of the Income Tax Act and any interpretations made by the Canada Revenue Agency (CRA) regarding eligible expenses.

C. Every faculty member is entitled to a reimbursement of $2,500 for July 1 of 2026 and July 1 of 2027, and July 1, 2028, and each year thereafter, with any unused portion being carried forward to the following provided that the total does not exceed an amount equal to three (3) years of PERF. Then a faculty member would only be entitled to receive a pro rata amount up to the maximum entitlement.

D. Professional expenses include but are not limited to:

1. travel and associated expenses related to meetings, conferences, study leave or other similar professional activities, and eligible expenses not covered by or in excess of monies available from other funds for similar purposes;

2. registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars and similar activities;

3. membership fees in learned societies and professional organizations;

4. books and subscriptions to scholarly journals;

5. expenses directly associated with teaching responsibilities or current active research or professional programmes;

6. academic/research assistants through administrative arrangements with the School/Department.

F. Eligible members may submit their claim(s) at any point after expenses are incurred. Claims must be submitted at least once a year no later than July 1st.

G. Pre-approval is not required for Professional Expense Reimbursement Fund claims.

H. All goods purchased through the Professional Expense Reimbursement Fund remain the property of the University. If a member wishes they may purchase these items from the University after four (4) years at fair market value, as determined by the University.

I. Upon commencement of employment all newly hired faculty will receive the full annual reimbursement amount. A faculty member must have worked a minimum of 6 months to receive their next annual reimbursement on July 1st.

J. Retiring or terminating faculty are not entitled to cash out any unused portion of their PERF upon separation from the University. A faculty member retiring on August 31 or June 30 of any year shall not be entitled to an allowance for the year commencing on July 1 of the year of their retirement.

K. Faculty members on long term disability or on a leave of absence without pay are not entitled to accrue professional expense funds. They may be reimbursed for professional expenses incurred during the first year of their absence from work. Any remaining money in a faculty member's account will be retained until they return to work provided that the total does not exceed an amount equal to three (3) years of PERF.

ARTICLE 19 RESIGNATIONS, EARLY RETIREMENTS, NORMAL RETIREMENTS AND PHASED-IN RETIREMENT PROGRAM

19.1 RESIGNATIONS AND RETIREMENTS

A. Resignation

In the first four months of employment, a member may resign on one month's written notice; thereafter, three months written notice is required.

B. Retirement Definitions:

1. "Retirement" means the cessation of employment with the University AND the coincident commencement of pension benefits under and pursuant to the provisions of the Toronto Metropolitan University Pension Plan.

2. "The Normal Retirement Date" means the end of the month in which active or disabled employees reach age 65, or for faculty, the end of the academic year after reaching age 65, that is August 31st. Normal Retirement Date will remain unchanged in respect of the Toronto Metropolitan University Pension Plan.

C. Members may retire earlier than the normal retirement date provided that the member is at least 55 years of age and has completed two years of Plan membership.

The pension payable on the Early Retirement Date is subject to reduction unless one of the following criteria are met:

1. if age is at least 60 years and credited service is at least 20 years; or

2. if age plus service equals 90 with a minimum age 55

D. Members who reach age 65 and elect to continue in active employment may choose to:

1. commence receipt of pension benefits under the Toronto Metropolitan University Pension Plan on the first of the month following their 65th birthdate; or

2. continue contributions into the Toronto Metropolitan University Pension Plan if the member has less than 35 years of credited service until such a maximum is reached.

Notwithstanding (2) above, the Income Tax Act requires that a Pension Plan member commence receiving pension payments no later than the end of the year in which they reach age 71 even if employment continues. Since pension payments are effective the first of the month, the latest date a member can start receiving pension payments is December 1st of the year in which they turn 71.

Once receipt of pension benefits commences, contributions of both the member and the University cease.

E. Benefits

For members who take early retirement as per C above, the University will pay for benefits as per Article 12.11 until a member reaches age 65; thereafter the member is eligible for the modified benefits package, as outlined in Article 12.10.

F. Notice of retirement shall be provided to the University as far in advance as possible but in no case less than three months prior to the actual retirement date. Normally, a faculty member shall retire on August 31 or December 31 in any given year. Professional Counsellors and Librarians members shall retire at the end of the month of the declared retirement date.

G. Notice of resignation or retirement by a member must be in writing, addressed and delivered to the Dean, Dean of Libraries or Vice-Provost, Students with a copy to the Human Resources Department and the Faculty Association.

19.2 PHASED-IN RETIREMENT PROGRAM

A. Eligibility:

1. Full-time faculty members are eligible to take advantage of the phased-in retirement program providing that the member is:

   a) at least sixty (60) years old at the start of the phased-in retirement program; and

   b) has at least ten (10) full years of Credited Pensionable Service (as defined in the Toronto Metropolitan University Pension Plan (“TMUPP”)) as of the beginning of the phased-in retirement period;

2. The program will commence each year on either January 1 or September 1. Participants choosing to enter the phased-in retirement program (“PRP”) must submit an application in writing to their Dean, Dean of Libraries or Director, Student Integrated Health and Wellbeing by March 1 for September 1 start or July 1 for January 1 start.

3. Program Details:

a) The phased-in retirement program (the "PRP") allows a faculty member to transition into retirement over a two (2) year period. The election to participate in the PRP is irrevocable.

i. Participants shall phase-in their retirement over a two-year period. The participant's maximum workload in any of the two years shall be 25%, 50% or 75% in academic units with 2+2 teaching standard, as requested by the participant and with the agreement with their Dean; the participant's request will not be unreasonably denied. The maximum workload over the entire PRP may not exceed 100% (for example, 75% in Year 1 and 25% in Year 2).

ii. In academic units with a teaching standard of 2+1 the participant's maximum workload shall be 33% or 66% in any of the two years, as requested by the participant and with the agreement with their Dean; the participant's request will not be unreasonably denied. The maximum workload over the entire PRP may not exceed 100% (for example, 66% in Year 1 and 33% in Year 2).

iii. Participants may request to carry out their full teaching obligation in one term and this will not be unreasonably denied. Participants are expected to maintain Service and SRC obligations throughout the academic year.

iv. Librarian and Counselor maximum workload in any of the two years shall be either 25%, 50% or 75% as requested by the participant and with the agreement with the Dean of Libraries/ Director, Student Integrated Health and Wellbeing; the participant's request will not be unreasonably denied. The maximum workload over the entire PRP may not exceed 100%

v. At the end of the two-year period, participants in a PRP will receive a Supplementary Payment in aggregate equal to 50% of the annual salary that they received (or would have received but for a period of leave, disability or any other temporary reduction in normal annual salary) in the year immediately before their participation in the phased-in retirement program, less deductions required by law and subject to the conditions in paragraph 3(b) below. This Supplementary Payment is not Salary (as defined in the TMUPP) for the purposes of the TMUPP.

b) During the PRP, participants will continue the full range of their normal duties (teaching, research/scholarly/creative activity, and service for faculty; professional practice, research/scholarly activity, and service for Librarians and Counsellors) as agreed with the Dean, Dean of Libraries or Director, Student Integrated Health and Wellbeing. Duties will be proportionate to the member's percentage workload in each year of the PRP as agreed between the Dean, Dean of Libraries or Director, Student Integrated Health and Wellbeing and the participant. At the end of the PRP, the participants must retire.

c) Notice of application for participation in the PRP, and the agreed to PRP agreement must include the workload in each year or semester, a plan to address supervision of graduate students (if any), and how the member will receive their retirement supplement, which will be set out in the member's individual PRP Agreement. Once arrangements are agreed to and the participant's application to participate in the PRP is approved, the choice to phase-in their retirement shall be irrevocable.

d) Approval of PRP is conditional upon ensuring operational and academic priorities can be achieved. The application by the member must be approved by the Dean/Dean of Libraries/ Director, Student Integrated Health and Wellbeing and by the Vice-Provost, Faculty Affairs as applicable.

e) A decision to approve or not to approve participation in the PRP will be provided to the member in writing within six (6) weeks of the application deadline. If the request is denied, the decision to deny will be provided with reasons.

4. Conditions:

a) During the course of their participation in the PRP, participants will be paid the salary paid immediately prior to participation in the PRP (excluding any stipends, allowances or income earned from non-Faculty Association appointments), prorated on the basis of the percentage workload appointment in each year. For greater certainty, any ATB and sector adjustments and CDI awarded during the PRP will be included in the salary. Faculty on a PRP are not eligible for overload teaching nor salary anomaly adjustments (except for salary anomaly adjustments on the basis of human rights grounds).

Participants in academic units with a 2+1 teaching standard who opt to teach two courses in the first year of the PRP and one course in the second year of the PRP may, at the participant's

discretion, receive 50% of their salary in each year of the program. The overall workload across the two years would remain unchanged.

b) If a participant is a contributing member of the TMUPP, the member will contribute to the TMUPP based on the participant's Notional Pensionable Salary (as defined in the TMUPP) throughout the PRP which would include any ATB and sector adjustments and CDI. The corresponding contribution made by the University, in accordance with the TMUPP will match the employee contribution. The contributing member will receive full Credited Service (as defined under the TMUPP) during the PRP.

c) All benefits (including Professional Expense Reimbursement) and applicable cost-sharing will continue as though the participant has a full-time workload and will be based on the member's notional salary, including all entitled adjustments, in each year of the phased-in retirement program except as noted in subsections (d), (e) and (f) below.

d) The participant shall be entitled to sick leave under the terms of the collective agreement and shall be compensated on the basis of the participant's actual salary received during the PRP.

e) Should a participant qualify for Long Term Disability ("LTD") during the PRP, such benefits will be payable based on the provisions of Appendix A. The salary rate in place at the commencement of LTD will be used for the purpose of calculating the long term disability coverage. If a participant is in receipt of LTD benefits, no further salary adjustments will be made once the LTD benefits commence.

f) The estate of a participant who dies prior to the end of the PRP is eligible to receive a Supplementary Payment calculated pro-rata to the PRP prior to their cessation of employment divided by 24 months.

g) Members cannot use sabbatical credits, leaves with pay or initiate research leaves once they enter and exit phased-in retirement. Members do not accrue sabbatical credit during the PRP.

h) Subject to section 2(c), a participant in the PRP shall have the option of receiving the Supplementary Payment in either:

i. a single lump sum payable during the final year of participation in the PRP or in the year immediately following participation in the PRP; or,

ii. in two lump sums in either the final year of participation in the PRP and the year immediately following participation in the PRP, or in each of the two consecutive years immediately following the final year of participation in the PRP.

Any Supplementary Payment paid will be reported in accordance with Canada Revenue Agency rules. In no case shall the member elect to receive a portion of the supplement that, when combined with actual salary for the year, exceeds the participant's notional salary for that year.

i) For the duration of a member's participation in the PRP, the employer may hire Limited Term Faculty and Limited Contract (Temporary) Instructors to replace the member and shall not be included in the complement calculation found in Article 4.6.C. Complement anomalies, on either side of the equation (4.3 and/or 4.6) occurring as a result of members who are currently participating under the PRP will not result in a breach of those Articles. In this case, the LTF or Limited Contract (Temporary) Instructors hired for this purpose will be identified as well as the positions for which they are hired, and this information will be provided to the Association.

Immediately upon completion of the PRP, normal faculty complement calculations will resume.

j) Access to phased in retirement under this provision is permitted so long as the member is otherwise eligible and has completed no more than 2 years of Article 10.8.B (gradual retirement teaching workload reduction), or Article 10.15.B (gradual retirement reduced workload).

ARTICLE 20 DISCIPLINE AND DISMISSAL

20.1 DISCIPLINE

A. Discipline normally will be considered in terms of appropriate progressive sanctions.

B. A member may be disciplined only for just, reasonable and sufficient cause which would include, but is not necessarily limited to, demonstrable persistent failure to fulfill the obligations defined in Article 7 for faculty members, Article 15.2 for Counsellors and Article 16.2 for Librarians.

C. Prior to imposing discipline, and in light of the belief of the two parties that correction rather than punishment is the preferred solution, the employer shall consider whether any alleged problem may be remedied by a course of personal and/or professional development under the guidance and advice of the Chair/Director or, in the case of a Librarian, the Dean of Libraries, or the Director, Student Integrated Health and Wellbeing.

D. Where such remedial action is deemed inappropriate or has not proved successful, the employer may commence disciplinary action.

E. A member has the right of Association representation at any meeting between the member and the Dean/Dean of Libraries/ Director, Student Integrated Health and Wellbeing or Vice-Provost, Faculty Affairs which may lead to disciplinary measures being imposed by the University. The member has the same right to representation at any meeting at which disciplinary measures are imposed.

F. The Administration will provide the Association on a quarterly basis with a report on current investigations in which the Association has assumed a representational role, providing a progress report on each such investigation and, on a without prejudice basis, an anticipated date of completion.

G. At the time that the employer imposes discipline against a member, the member shall be notified in writing both via the member's TMU email address and by registered mail to the member's last known address of the disciplinary action and the specific details of the alleged cause for the discipline.

H. Letters of warning or reprimand must be clearly identified as being disciplinary measures and must contain a clear statement of the reasons for taking this action. A copy of such a letter shall be placed in the Performance and Conduct File of the member and they shall also be informed of this in the letter of warning or reprimand.

I. Records of any disciplinary action taken against a faculty member, Librarian, or Counsellor shall remain in their Performance and Conduct File for a period of

three (3) years and shall then be removed if no further disciplinary action has, in the three-year period, been taken against the member. Where further disciplinary action has been taken, the three-year period shall commence anew on the date of the further action. Records that have been removed shall not be considered in future disciplinary action.

J. Except in cases of gross misconduct, disciplinary action against a faculty member, Librarian, or Counsellor shall use no documentary evidence other than that included in their Performance and Conduct File.

K. Nothing in this article limits the University's reporting obligation to an applicable professional association/accreditation body.

20.2 DISMISSAL

A. Dismissal means the termination of employment by the employer without the consent of the employee. It does not include non-renewal of a pre-tenured or limited term appointment, denial of tenure, retirement or redundancy (layoff), or non-transfer to career status for Librarians and Counsellors.

B. Action to dismiss a member lies within the authority of the President, following a recommendation for dismissal from the Vice-Provost, Faculty Affairs and the Dean/Dean of Libraries/Director, Student Integrated Health and Wellbeing.

C. Tenured Faculty Members/Career Librarians/Career Counsellors

1. A tenured faculty member or career Librarian or career Counsellor may be dismissed only for continuing incompetence, or serious and persistent neglect of obligations as defined in Article 7 (Obligations) for faculty members, Article 15.2 (Duties and Responsibilities of Professional Counsellors), Article 16.2 (Duties and Responsibilities of Librarians) or for gross misconduct.

2. Six (6) months' written notice of dismissal is required in the case of tenured faculty members, career Librarians, or career Counsellors. At its discretion, the University may elect to pay six (6) months' salary in lieu of notice to dismissed tenured faculty members or career Librarians/career Counsellors, or some combination of notice and pay in lieu of notice totalling six (6) months.

3. Neither notice nor pay shall be necessary in cases of gross misconduct.

D. Dismissal of Pre-tenure Faculty Members/Probationary Librarians/Probationary Counsellors

1. A pre-tenure faculty member or probationary Librarian or probationary Counsellor may be dismissed during the first twelve months of employment only where there is a demonstrable failure of the member to fulfill their obligations as defined in Article 7 (Obligations), Article 15.2 (Duties and Responsibilities of Professional Counsellors), Article 16.2 (Duties and Responsibilities of Librarians) or for gross misconduct. The decision to terminate a probationary faculty member or probationary Librarian/probationary Counsellor shall be made by the Vice-Provost, Faculty Affairs, upon the recommendation of the Dean/Dean of Libraries/Director, Student Integrated Health and Wellbeing. Prior to making this decision, the Vice-Provost, Faculty Affairs must satisfy themself that the pre-tenure faculty member or probationary Librarian/probationary Counsellor was advised of the concerns and, if appropriate, was provided with an opportunity to improve.

2. After the first twelve months of employment, a pre-tenure faculty member or probationary Librarian/probationary Counsellor may be dismissed only for continuing incompetence, or serious and persistent neglect of obligations as defined in Article 7 (Obligations), Article 16.2 (Duties and Responsibilities of Librarians), Article 15.2 (Duties and Responsibilities of Professional Counsellors) or for gross misconduct.

3. Six (6) months' written notice of dismissal is required in the case of pre-tenure faculty members or probationary Librarians/probationary Counsellors. At its discretion, the University may elect to pay six months salary in lieu of notice to a dismissed pre-tenure faculty member, career Counsellor/career Librarian or some combination of notice and pay in lieu of notice totaling six months.

4. Neither notice nor pay shall be necessary in cases of gross misconduct.

5. Dismissal is grievable under Article 9 (Grievances).

20.3 CRIMINAL CHARGES

The parties recognize that a criminal charge or conviction is not in itself grounds for discipline or dismissal.

ARTICLE 21 CONFLICT OF INTEREST

A. Members are expected to avoid actual or potential conflicts of interest as defined in this Article.

B. An actual or potential conflict of interest arises when a member is placed in a situation in which their personal or financial interests, or the interests of an immediate family member or of a person with whom there exists, or has recently existed, an intimate relationship, conflict with their responsibilities to the University as provided in this Agreement.

C. Process

1. The conflict or potential conflict must be formally disclosed in writing to the member's Dean, or to the Dean of Libraries, or to the Director, Student Integrated Health and Wellbeing, as appropriate, as soon as possible after the member becomes aware of it and before any decision or action is taken.

2. The existence of a conflict or potential conflict does not necessarily preclude the member's involvement in the situation where the conflict has arisen or may arise. There may be situations where a conflict once declared can be managed so as to enhance rather than undermine the member's contribution to the University.

3. Following consultation with the member and other appropriate persons, the Dean or Dean of Libraries or the Director, Student Integrated Health and Wellbeing will notify the member whether an actual or potential conflict exists and, if so, decide how it is to be resolved. The Dean or Dean of Libraries or the Director, Student Integrated Health and Wellbeing shall state in writing the appropriate manner in which to deal with the actual or potential conflict.

D. No member shall knowingly participate in any decision-making process that directly and preferentially benefits the member or any individual with whom the member has an immediate family, intimate, financial or commercial relationship.

ARTICLE 22 FINANCIAL EXIGENCY

A. PREAMBLE

1. The University and the Association agree that the primary goals of the University are teaching, scholarship and research, and that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research and the preservation of academic freedom. Any reduction of faculty members or Librarians for budgetary reasons shall occur only as a last resort during a state of financial exigency.

B. DEFINITION

1. The term financial exigency is defined as substantial and recurring financial deficits in the total University operating budget which have occurred and are reasonably projected to continue, thereby placing the solvency of the University, as a whole, in serious jeopardy.

2. This Article is invoked only in the event of a declaration of financial exigency in which the layoff of faculty members and/or Librarians is proposed as part of the resolution to the situation.

3. The expectation of short term deficits is not financial exigency.

4. The closure, cessation, merger or elimination, in full or in part, of an academic program, based on academic reasons, is not a financial exigency.

C. DECLARING A FINANCIAL EXIGENCY

1. In the event that the President decides that a financial exigency exists within the meaning of B.1. above, they shall forthwith give notice to the Association of such decision. At the date of such notice, a University wide hiring freeze shall be imposed and no new positions shall be created until the exigency has been resolved.

2. The President shall prepare a report specifying the precise nature of the problem facing the University. Such report shall contain the economies taken to date to support their conclusion, set out the reasons supporting the layoff of faculty members and/or Librarians and disclose the number of faculty and/or Librarian layoffs that are deemed necessary. The report shall also specify whether any program redundancies are being recommended as a solution to the problem.

3. A copy of this report shall be given, inter alia, to the Association.

4. The President shall, within ten days of giving notice to the Association, establish a Financial Exigency Committee to review all documentation which it deems relevant and decide whether or not a financial exigency exists.

D. THE FEC

1. The FEC shall be composed of five members who are independent of and external to the University. Two members shall be appointed by the University and two members shall be appointed by the Association. Together they shall attempt to agree on an independent Chair. If the other four members are unable to reach a majority decision on a Chair, the Chief Justice of Ontario shall be asked to make the appointment.

2. In the event program redundancies are proposed as part of the resolution of the financial exigency, there will be no separate Redundancy Committee created as contemplated in Article 23 as the FEC will undertake the review of the need for layoff of faculty members and/or Librarians generated by such program redundancies.

3. The FEC shall determine its own terms of reference and decision making procedures which shall be consistent with generally recognized principles of natural justice.

4. All reasonable expenses of the FEC established under this Article shall be borne by the University.

5. The University shall cooperate with the FEC in its deliberations. The onus shall be on the University to establish to the satisfaction of the FEC that a financial exigency exists within the meaning of B.1. It shall provide all information that is related to the claimed financial exigency and/or is deemed relevant by the FEC. The Association is entitled to receive a copy of the material provided to the FEC by the University.

6. The FEC may consult with any person or groups it chooses and may consider oral and/or written submissions on the University's financial condition. It will also consult with, receive and carefully consider any input which the Senate may choose to provide regarding the proposed program redundancies.

7. The FEC shall consider, inter alia, and shall respond to each of the following:

   a) Whether the University's financial position (as evidenced from the total operating budget and not just from the academic or salary

components thereof) constitutes a bona fide budgetary crisis as contemplated in B.1;

b) Whether, in view of the primacy of academic goals in the University, the reduction of faculty members and/or Librarians is a reasonable and justifiable way to effect a cost saving;

c) Whether all reasonable means of achieving cost savings in all other areas of the University budget have been explored;

d) Whether all reasonable means have been taken to reduce costs by reducing the number of faculty members and/or Librarians by voluntary early retirement, voluntary resignation, voluntary transfers to reduced workload status and redeployment;

e) Whether all reasonable means of improving the University's revenue position, including efforts to secure further assistance from the provincial Government have been explored and taken into account;

f) Whether enrollment projections are consistent with the proposed reduction in the number of faculty and/or Librarians.

8. The FEC shall make its report within forty (40) days of its establishment. The report shall analyze both the extent and nature of the financial problems identified by the President, as well as the potential impact of the President's plan on the academic programs of the University. The Report shall also state whether the FEC finds that a state of financial exigency does or does not exist.

9. If the FEC finds that a state of financial exigency does not exist, no reductions of academic staff members for budgetary reasons may take place.

10. If the FEC finds that a state of financial exigency does exist, the FEC report shall recommend the amount of reduction required, if any, in the budgetary allocation to faculty members' and/or Librarians' salaries and benefits.

11. The FEC Report shall also specify the number of faculty member and/or Librarian layoffs that may be required in order to address the financial exigency. If the number of layoffs specified by the FEC differs from the number proposed by the President, reasons for the difference will be provided.

E. BOARD OF GOVERNORS

1. The Board of Governors, through the President, has the responsibility for implementing Actions arising out of the FEC report.

2. It shall be open to both parties, notwithstanding any provisions to the contrary in the Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits or to reach other mutually acceptable emergency methods of reducing expenditures that could avert layoffs or decrease the number of layoffs.

3. If the parties do not reach agreement on measures to reduce salaries and benefits within seven (7) days of the FEC Report, the University may reduce the budgetary allocation for salaries and benefits for faculty members and/or Librarians as permitted in the FEC Report. In no case shall this amount exceed the amount the FEC stipulated in D.10. above.

4. Layoff is an exceptional action which shall be taken only after the University has exhausted all reasonable means to alleviate the financial exigency by applying rigorous economies in all areas of the University's present and projected expenditures, by using all reasonable means of improving its income and by using all other means of making the necessary reductions in the employee groups in a manner which best maintains the academic viability of the University.

5. When a declaration of financial exigency has been confirmed, and no satisfactory provision can be made by the University for the continued employment of all faculty members and Librarians, a plan for reduction in the number of faculty members and/or Librarians employed by the University shall be prepared by the President, the Provost and Vice-President, Academic and the Vice-Provost, Faculty Affairs, in consultation with the Deans, Dean of Libraries and Association President. The plan shall be structured so that the University may continue to operate as far as possible in accordance with its mission, and may propose vertical cuts (involving full or partial program redundancies as defined in Article 23), across the board cuts, or some combination of vertical and across the board cuts.

6. Any layoffs under this Article shall occur only to the extent necessary to alleviate the financial exigency and shall not exceed the number which may be specified by the FEC.

F. TIME LIMITS

1. Any time limits under this Article may be extended by agreement, in writing, between the parties. Such agreement may not be unreasonably withheld.

ARTICLE 23 REDUNDANCY

A. PREAMBLE

1. The University and the Association recognize the importance of sound academic planning in establishing or changing academic priorities.

2. No faculty member or Librarian shall be laid off or subject to an involuntary transfer requiring retraining except in accordance with this Article or Article 22 (Financial Exigency).

B. DEFINITION

1. Program Redundancy refers only to the direct termination of an academic program by Senate that either leads to the layoff of faculty members or to the transfer of faculty members or Librarians into academic units such that training will be required. It also refers to the reduction or restructuring of an academic program by Senate that leads to layoff of faculty members or Librarians.

2. An academic program for these purposes consists of a group of courses offered by the University which may lead to a diploma, certificate or degree, a designated sub-discipline within a Department/School, Faculty or the Library or any combination of the above.

C. INVOKING PROGRAM REDUNDANCY

1. An academic program may be declared redundant by the University upon a recommendation from Senate to the Board of Governors, solely for bona fide academic reasons as outlined in C.2.

2. Bona fide academic reasons arise from concerns about academic quality within the program or within the University in the context of an exigency, academic relevance or enrolment. Senate may strike a subcommittee to determine whether bona fide academic reasons exist for the declaration of a program redundancy.

3. Upon such declaration, the University shall impose a halt to the hiring of new faculty members or Librarians in the Department/School/Unit involved.

4. Following the declaration of a program redundancy, the University shall strike a Redundancy Committee (RC) as set out below.

D. THE REDUNDANCY COMMITTEE (RC)

1. The Redundancy Committee shall consist of three representatives appointed by the University, three members appointed by the Association and a Chair jointly selected by a majority of the appointees. If the appointees cannot agree on a Chair, they shall be chosen by lot from the nominees of each side.

2. All members of the RC shall be tenured faculty members or career Librarians at the University. No senior academic administrator at the level of Dean or above, no person who belongs to the academic unit affected by the proposed redundancy and no person who participated in the preparation of the University's declaration of program redundancy may be nominated to or participate on the RC.

3. The RC shall meet within ten (10) days of being appointed and shall establish its own procedures.

4. The reasonable cost of the RC shall be borne by the University.

5. The University shall cooperate with the RC in its deliberations including providing full disclosure of available information that is pertinent to any proposed layoff or transfer of faculty members or Librarians.

6. The RC shall consult with all faculty members and Librarians of the academic unit declared redundant who wish to be heard, either individually, in groups or through the Association. Generally, the RC may consult as broadly as it deems necessary in order to arrive at its recommendations to the University.

E. MANDATE OF THE RC

1. Within forty-five (45) days of being struck, the RC shall prepare a report which shall:

a) Assess the extent and nature of the impact that the program closure(s) will have upon the other academic programs at the University;

b) Recommend how to implement the program redundancy, including transfers or layoffs in the least disruptive manner;

c) Recommend specific implementation strategy in respect of each faculty member or Librarian affected either by a transfer to another academic unit, or layoff of a faculty member or Librarian.

2. The report shall be submitted to the President, Provost and Vice-President, Academic, Vice-Provost, Faculty Affairs and the Association President.

F. IMPLEMENTATION

1. If the Report of the RC specifies that layoff of faculty members or Librarians is necessary as a result of Program Redundancy, the University shall, within thirty (30) working days prepare a detailed plan that it proposes to take. The Plan shall be in accordance with the collective agreement, shall affect faculty members' or Librarians' terms and conditions of employment only to the extent necessary to alleviate the academic problem identified hereunder and shall be based on sound academic reasons. The plan shall include:

   a) a list of faculty members affected by the redundancy;

   b) a list of the faculty members who are to be laid off and timelines for the layoffs;

   c) a list of academic and administrative positions to which each faculty member or Librarian could be transferred, either without training or following a training period of not more than two (2) years, considering their academic and professional qualifications and their work experience;

   d) a list of all options other than layoff, including but not limited to accelerated or partial sabbatical leaves, voluntary early retirement, voluntary resignation, voluntary transfer to Reduced Workload status and redeployment.

2. In the event the University chooses not to accept one or more of the recommendations contained in the RC Report because it believes other steps could be taken with less impact on the faculty members or Librarians, reasons for not accepting the recommendations must be presented in writing to the RC and to the Association President.

3. A copy of the University's Plan shall be presented to the Association which shall have twenty-one (21) working days to make written comments thereon.

4. Within a further ten (10) working days following receipt of the comments from the Association, the University shall prepare a final plan of action and provide a copy to the Association. If the University position rejects advice given in the comments from the Association, written reasons for rejecting that advice shall be included in the final detailed plan. If the

University Plan proposes an implementation decision which is different from that of the RC or the Association's advice, then that decision may be the subject of a grievance by any affected faculty member or Librarian to determine whether or not it meets the requirements of sub Article H.1. below.

G. TIME LIMITS

1. Any time limits under this Article may be extended by agreement of the parties in writing. Such agreement may not be unreasonably denied.

H. GENERAL

1. Given the academic nature of the University, the RC, the Senate and the President shall act to protect the primacy of the academic work of the University. Thus, prior to effecting any layoffs of faculty members or Librarians, the University shall make every effort to offer each faculty member or Librarian in the redundant program a transfer to another Department/School to an unfilled complement position for which the faculty member or Librarian is academically qualified or could become qualified with a maximum of two (2) years of retraining.

2. A faculty member or Librarian who is offered a transfer under H.1. shall have fifteen (15) working days to accept or reject that offer. If the faculty member or Librarian accepts a transfer to another academic unit, they shall retain rank, base salary, benefits and seniority. If a faculty member or Librarian chooses not to accept the transfer, or if the University cannot offer such a position, then the faculty member or Librarian will be laid off in accordance with the Layoff Article.

ARTICLE 24 LAYOFFS

A. GENERAL

1. Layoff pursuant to this Article is not dismissal for cause and shall not be recorded or reported as such.

2. For the purposes of this Article, seniority shall be established solely by the date upon which continuous employment within the bargaining unit commenced. Time spent as an Associate member of the Association shall be treated, for seniority and layoff purposes, in the same manner as active members of the Association. Seniority shall not be affected by leave taken in accordance with this Agreement or under any previous terms and conditions of employment.

3. All payments of pay in lieu of notice or severance pay hereunder shall be based on a faculty member/Librarian's notional salary, save and except those faculty members/Librarians who are on permanent reduced workload and salary.

4. In no case shall the number of months during which salary is paid under this Article exceed the time remaining until a faculty member/Librarian's normal retirement date.

5. No tenure-stream faculty member shall be laid off until there are no Limited Contract (Temporary) Instructors and Limited Term Faculty in the Department/School affected. Thereafter, the order of layoff is as follows:

   a) probationary faculty members in the Department/School affected, in accordance with A.6;

   b) tenured faculty members in the Department/School affected, hired after December 31, 1991 in accordance with A.6 and A.7;

   c) tenured faculty members in the Department/School affected hired before December 31, 1991 in accordance with A.6 and A.7.

6. No career Librarian shall be laid off until there are no term contract Librarians in the Library. The order of layoff for Librarians will be in order of seniority starting with the least senior.

7. The Chair/Director and the Dean will determine on the basis solely of seniority and ability which faculty members are to be laid off. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be considered:

a) academic performance;

b) professional self-development;

c) contribution to the instructional environment and process.

8. The Dean of Libraries will determine on the basis solely of seniority and ability which Librarians are to be laid off. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be considered:

a) performance;

b) professional development;

c) contribution to the Library.

9. If a faculty member who has expertise in an area of specialization taught by the Department/School where no other faculty member is capable of teaching such an area of specialization, and no other faculty member can be trained within a reasonable time for teaching that discipline, then such faculty member may not be considered for layoff. A written rationale for such situation shall be reported to the Association and the FEC or the RC, as appropriate.

10. If a Librarian who has expertise in an area of specialization where no other Librarian is capable, and no other Librarian can be trained within a reasonable time in that area of specialization, then such Librarian may not be considered for layoff. A written rationale for such situation shall be reported to the Association and the FEC or the RC, as appropriate.

11. Faculty members or Librarians who are selected for layoff under this Article shall be provided with written notice of the reasons for their selection.

12. After the selection of the faculty members or Librarians who are to be laid off, but prior to the implementation of such layoffs, the University shall make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those faculty members or Librarians who are to be laid off.

13. Faculty members or Librarians who accept such alternative employment shall be given the opportunity to retrain, where necessary, for their new duties. Any transfer of a faculty member or Librarians to an administrative position outside the bargaining unit shall be on terms

satisfactory to the faculty member and the University, failing which agreement there will be a layoff. The faculty member or Librarian shall retain recall rights hereunder.

B. NOTICE OF LAYOFF

1. The University shall provide written notice to faculty members or Librarians who are to be laid off under either a confirmed financial exigency or under a Program Redundancy. Copies of the individual notices shall be provided to the Association. The University shall provide as much advance notice of the layoff as possible, but not less than:

   a) The shorter of twelve (12) months' notice or the remaining duration of the contract of employment for Limited Term Faculty;

   b) Twelve (12) months' notice in advance of the layoff date for pre-tenure faculty members or probationary Librarians;

   c) Eighteen (18) months' notice in advance of the layoff date for tenured faculty members or career Librarians.

2. By informing a faculty member or Librarian and the Association in writing fifteen (15) days in advance, the University may lay off a faculty member or Librarian with pay in lieu of notice or with a combination of notice and pay in lieu of notice totaling the appropriate notice period in B.1. above.

C. SEVERANCE

1. In addition to any paid notice period or pay in lieu of notice, a faculty member or Librarian who is laid off under a confirmed financial exigency or a program redundancy shall be entitled to the following:

   a) one (1) month's pay for each year or partial year of service at the time of layoff for pre-tenure faculty members or probationary Librarians;

   b) one (1) month's pay for each year or partial year of service at the time of layoff, with a minimum total amount of nine (9) months' salary and a maximum total amount of twenty-four (24) months' salary, for tenured faculty members or career Librarian.

D. RECALL RIGHTS

1. If a position subsequently becomes available, faculty members or Librarians who have been laid off within the prior three (3) years shall

receive written advice of the vacancy. A faculty member or Librarian who chooses to apply shall have the right of first refusal for any position in their original Department/School (or the Library in the case of Librarians) for which the faculty member or Librarian is qualified or can be readily trained to be qualified. If more than one faculty member or Librarian satisfies these criteria, recall shall be by seniority among that group.

2. Thereafter, if the vacancy still exists, faculty members or Librarians on the recall list from other Departments/Schools or the Library who are qualified or who can be readily trained to be qualified shall be entitled to recall by seniority. A faculty member or Librarian who is recalled to an area or position at the University other than in their original discipline retains the right of first refusal for any opening in their original discipline or the Library as applicable.

3. If no laid off faculty member or Librarian is qualified or can readily be trained to be qualified or accepts the recall, the University may fill the vacancy through normal recruiting and appointment procedures.

4. Faculty members or Librarians who are recalled to service in the University shall retain all rights and entitlements that would be in place had the faculty member not been laid off.

5. The salary of the recalled faculty member or Librarian shall be that held at the time of layoff, altered by any applicable across the board increases.

6. A faculty member or Librarian being offered recall shall be notified in writing by registered mail sent to their last known address, with a copy to the Association. The faculty member or Librarian shall have 30 days from such mailing in which to respond to the recall offer and shall recommence employment at the beginning of the next academic semester, but in any event, no later than six (6) months from the notice of recall.

7. Should a faculty member or Librarian on the recall list refuse to take an offered position, their name shall remain on the recall list until the earlier of the expiry of the three year period or subsequent recall, with no loss or amendment of recall rights.

E. BENEFITS DURING RECALL

1. A laid off faculty member or Librarian shall be entitled to be covered by the benefits set out in Article 12 herein, except the Life Insurance Plans, Long Term Disability and Travel Insurance, provided they pay all the costs associated therewith. This provision shall continue until the earlier of the securing of alternative full time employment, their recall or the expiry of the three year period.

2. So long as a faculty member or Librarian is eligible for recall, they shall continue to have access to Library facilities on the same basis as active faculty members/Librarians. In addition, Departments/Schools (or the Library, in the case of Librarians) shall endeavour, if practicable, to maintain collegial contact with laid off faculty members/Librarians and to provide them with access to laboratory or computer facilities.

3. So long as a faculty member or Librarian is eligible for recall, they and their dependents shall have the same rights to Waiver of Tuition under Appendix D notwithstanding the layoff.

4. A faculty member or Librarian who is recalled from layoff shall repay, without interest or penalty, any portion of the severance allowance specified in C.1. above that exceeds the amount they would have been paid had they not been laid off and continued to occupy their pre-layoff position.

ARTICLE 25 INTELLECTUAL PROPERTY

A. The University and the Association are committed to preserving the principles of academic and intellectual freedom and ensuring that all creators of intellectual property have their rights protected.

B. GENERAL

1. The first consideration of the University in this Article is to promote the teaching, scholarly, research, and creative activity of Members. The University further recognizes that the community it serves may also benefit from inventive and creative advancements in artistic, creative, technical and scientific knowledge which have been achieved at the University.

2. The parties agree that ownership of intellectual property is recognized as an integral part of academic freedom.

3. No member shall be obliged to engage in the commercial exploitation of their work, nor to provide commercial justification for the direction of their research.

4. Members are free to publish or use other means to disseminate the result of their teaching or SRC duties.

5. Since the dissemination of knowledge is one of the primary functions of the University, SRC work should be such that the results may be freely published. The parties agree that where an external sponsor wishes to delay publication of work received under a contract with the sponsor, in no case shall publication be delayed longer than 24 months from the date of the submission of the final work to the sponsor. Such terms of external contracts also shall provide an exception to allow publication at any time of work done by the member where such disclosure is required in the public interest.

6. Copies of agreements with the University or external sponsor(s) ("external sponsors" includes but is not limited to government bodies, non-governmental organizations, individuals and corporations) regarding the intellectual property rights of members shall be provided to the Faculty Association. The copies will be kept confidential but for the purpose of advising on or enforcing the collective agreement.

7. The University agrees not to enter into any agreement to subcontract the services of any member without securing to the member whose services are subcontracted all the rights, privileges and benefits accorded to members in this Article, nor shall the University enter into any agreement

to create a consortium of universities or government departments or private companies, for the purposes of research or development or commercial exploitation or the creation of intellectual property without securing to the members who may be seconded to or employed by such consortia, departments or private companies all the rights, privileges and benefits accorded by the Article. If the University makes an agreement contrary to this provision and fails to secure the said rights, privileges and benefits to said members, the agreement shall not apply to those members unless there is a special agreement in writing between the University and the Association to waive this provision in that case.

8. For the purposes of this Article, "extraordinary support" shall be understood as including support which is greater than "ordinary support". "Ordinary support" shall be understood as the faculty member's regular salary, stipends, allowances and benefits; personnel, equipment, supplies and facilities funded by regular Department/School or Faculty or Library or Counselling Services budgets; normal use of the Library and University computing facilities.

9. The University, the Association, member, or members shall have the right to grieve disputes concerning intellectual property rights under the provisions of Article 9 (Grievances).

C. COPYRIGHT

1. Copyright applies to all original scholarly, scientific, literary, dramatic, musical, artistic and recorded works in any material form. Articles C.2 to C.11 inclusive also apply to related intellectual property rights in know-how and data.

2. Original works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performer's performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, compact discs, computer programmes, data sets, databases, know how, live video and audio broadcasts, programmed instructional material, drawings, paintings, photographs, sculptures, and other works of art.

3. Subject to Article C.10, the parties agree that the ownership of all know how and copyright to all forms of scholarly, scientific, literary, dramatic, musical, artistic and recorded works shall belong to the member(s) responsible for the creation of the know how or work.

4. Subject to Article C. 10, the member(s) may retain ownership and copyright throughout their lifetime. At their death, transferable intellectual property rights existing at that time shall devolve to their estate.

5. The University agrees that all rights in the copyright to lectures and all intellectual property prepared by and/or delivered by a faculty member in association with their teaching assignment(s) shall vest in the member.

6. No member shall claim any copyright in any assessment, grading, report, or correspondence produced pursuant to their normal administrative duties within the University. Moreover, no member shall claim copyright in any work provided to the member to assist them in carrying out their duties and modified by the member such as a laboratory manual or claim copyright in any work produced and designed to assist in the day-to-day administration, operation and/or management of the University's affairs.

7. Where copyright has been assigned to it by a member(s), the University shall inform the Association and the creators in writing of any agreements it enters into purporting to assign copyright materials to any party except that member(s).

8. In the event that the University or assignee relinquishes their right in any work, all economic and moral rights in the work shall revert to the member(s) who created the work. In the event that the member(s) is (are) deceased, the rights shall revert to the estate of the member.

9. A member who creates a copyrighted work in the course of their normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use such works in other, non-commercial teaching and/or SRC activities of the University subject to copyright requirements of academic journals and other vehicles of scholarly publication. This licence shall not apply to a member's personal documents, including unpublished lecture notes, course notes, lab notes or any work-in-progress. The member may withdraw the right to use because of dating or other bona fide scholarly reasons provided that the member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.

10. All copyright belongs to the member(s) who created the work, even if it was created solely on the University's time and with the University's faculties and resources except in cases of commissioned works where there is a contract to the contrary between the creator and the University outside of the member's duties under the Agreement. All such commissioned works contracts shall be in writing and copied to the

Association. Such agreements shall, at least, address the following matters:

a) definition of the material(s) to be produced;

b) scheduling and funding of the project;

c) ownership and use of the material(s);

d) rights of revision; and,

e) definition, distribution and timing of payment.

A member also has the right to negotiate, upon such terms as the member and the University may agree, the sale of work produced for University courses where the following conditions are all met, that is, the work is delivered:

a) outside the normal workload;

b) outside overload;

c) outside of the classroom; and,

d) for the purposes of distance education.

In the case of such a sale, the member shall continue to be entitled to use the work in an unrestricted fashion for internal University purposes in the course of their duties under this Agreement, including teaching a course on the same subject matter, as well as for articles, conference presentations, textbooks and other derivative creations unless such entitlement has been expressly waived as a condition of sale. Such a sale does not preclude a member from requiring that the work not be associated with the member, if that is the wish of the member, or requiring should the work be modified, and should the member wish, that the member no longer be associated with the work if the member originally chose to be associated with it. Moreover, nothing in this provision precludes the member from negotiating any moral rights associated with the work.

11. When the University has invested extraordinary support, including but not limited to, a grant to subsidize publication, it may negotiate specific conditions with the member(s) who is (are) the creator(s) to participate in the royalties. Whenever such a publication subsidy is offered, the University shall stipulate at the time it offers the subsidy if it wishes to negotiate a claim to royalties that may accrue from publication thus

supported; if it does not, it shall be deemed to have waived any claims to royalties or other income. All agreements between a member or members and the University pursuant to this paragraph shall be in writing and shall be copied to the Association. In no case shall the University's share of such royalties exceed 50% of gross royalties or other proceeds in any year. As soon as the University has recovered the full amount of the extraordinary support mentioned in this paragraph, its share of gross royalties or other proceeds shall be lowered to a figure no higher than 40% in any year. The University's share of such royalties or other proceeds which are in excess of the extraordinary support shall be used to fund activities in support of research and commercialization. Disbursements of these funds shall be reported to the Association annually, no later than 1 October for the immediately preceding academic year (1 September to 31 August). The burden of establishing the amount of extraordinary expenses incurred by the University shall lie on the University.

D. PATENTS AND RELATED INTELLECTUAL PROPERTY

1. Articles D.1 to D.13 apply to inventions, integrated circuits, plant cultivars, trade-marks, and industrial designs. "Patents and related intellectual property" means any result of intellectual or artistic activity, created by a member or members that can be owned by a person excluding know-how, data and works to which copyright alone attaches. Any provisions of this Article apply as well to a creator or a portion of patents and/or related intellectual property on a pro-rata basis.

2. Any decision concerning whether to seek patent protection rests exclusively with the creator(s).

3. Unless otherwise provided in the Article, the University makes no claim to any rights to any invention, improvement, design or development made by a member and the rights to such invention, improvement, design or development and any patents arising from them shall be the sole property of the member.

4. A member may, at their sole discretion, make their own arrangements for an application for patent, and for the commercial exploitation of any invention, improvement, design or development so patented, at their sole expense. In this case the member shall give notice to the University in writing of any patent application within three months of the date of such application and shall assert at that time whether it refers to an invention, improvement, design or development made with or without the "extraordinary" support of the University. If the University fails to challenge in writing the assertion of the member within three months of the receipt of notification of the application, the University shall be

deemed to have accepted as accurate the assertions set out in the member's notice. Failure by the member to give notice of a patent application within the prescribed time period shall maintain the University's rights until such notification. The burden of establishing the amount of extraordinary expenses incurred by the University shall lie on the University.

5. In such cases, where the University has provided extraordinary support (as defined in this Article), the member shall enter into an agreement with the University which shall provide that the University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its extraordinary support. Thereafter, the University shall receive not more than 40% of net revenues in each year. Where the University has not provided extraordinary support, (as defined in this Article), the University shall be entitled to 10% of the net revenues in each year.

6. A member may, at their sole discretion, enter into an agreement with the University under which the University assumes commercialization costs, which may include but are not limited to carriage of costs (in Canada and elsewhere) of the patent application and of the costs (in Canada and elsewhere) of commercial exploitation. In such case, the member(s), or their designate(s), shall negotiate an agreement with the University, which agreement shall include provisions addressing the issues of patent ownership, commercialization rights and revenue distribution. In no case shall such an agreement grant the creator less than 50% ownership (such amount to be divided among the creators where there are more than one), and in no case shall such an agreement grant the creator(s) less than 60% of net revenues in any given year, once the University has recovered its extraordinary support costs.

7. For the purpose of Article D. 6 above, the member shall communicate to the Office of the Vice-President, Research and Innovation (OVPRI), their desire to negotiate an agreement. Within ten (10) days of the receipt of such a request, the Vice-President, Research and Innovation or designate, shall enter into negotiations with the member or their designate. If the parties fail to negotiate an agreement within thirty (30) days of the start of such negotiations, the member or the University may submit the issue to arbitration, under Article 9 (Grievances).

8. Members have the right to withdraw from agreements with the University where the University has failed to bring appropriate skill and effort to bear on the exploitation over a period of time. In such a case the member may require all rights in the intellectual property to be reassigned to the member. In such a case the member shall arrange to reimburse the University for costs incurred.

9. All proceeds resulting from patents of inventions, improvements, designs or developments which have been funded by an external organization shall be divided between the member and the external funding agency according to written agreement between the member and the external funding agency. University recovery of overhead costs from the external funding agency shall be separate from and shall not include any such division of proceeds.

10. The University shall be deemed to have and the member shall grant to the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use solely for the University's internal use any patented invention, improvement, design or development when such was made, discovered or developed using University facilities, support personnel, support services, equipment or materials. Such right shall not include the right to exploit commercially any such invention, improvement, design or development, or to licence anyone to do so except as allowed in this Article.

11. The member shall take reasonable and practicable steps to ensure that the name of the University not be used in connection with inventions, improvements, designs or developments without the prior written agreement of the University, although nothing shall prevent the member from stating their employment, rank and title in connection with such inventions, improvements, designs or developments. Such statement shall not in any way imply approval, promotion or use of such invention, improvement, design or development by the University.

12. Any revenue that the University may receive under the terms of this Article shall be dedicated to research and other forms of scholarly activity and the Association shall receive notice of same.

13. Any member or members entering into a collaboration to create any new invention, improvement, design or development with another member or members, or with other, non-member employees of the University, or with person or persons external to the University, shall inform their collaborators that, where there is not a contract governing the collaboration, the provisions of this Article shall apply.

ARTICLE 26 DUTIES, CONDITIONS OF APPOINTMENT, AND APPOINTMENT OF CHAIRS/DIRECTORS

26.1 GENERAL

A. For the purpose of this Article, Chair/Director shall refer to the Chair of Department or the Director of a School, and Department/School shall mean an academic Department or School. In the School of Law "Chair/Director" shall be read as "Dean or designate" and the duties and responsibilities of the Chair/Director will be performed by the Dean or designate. This Article does not apply to the Library, Students Services, Academic Chairs, or to University Centres.

B. The Chair/Director shall be a tenured faculty member.

C. Accountable to the Dean, the Chair/Director is responsible for providing academic and administrative leadership in respect of (but not limited to) teaching; the development and delivery of undergraduate and graduate curricula and programs; creating a fair, equitable, inclusive and supportive environment for student learning and engagement; supporting faculty involvement in scholarly, research and creative activity; stewardship of the human and financial resources of the Department/School; representing the Department/School in the University; and liaison with the profession and the community.

The Chair/Director is required to administer the affairs of the Department/School after appropriate consultation with its members, striving to ensure collegiality and collegial decision making within the Department/School.

D. In representing the Academic Unit in an official capacity, Chairs/Directors will, wherever possible, present the Department/School's position, preferably through collective discussion which will allow the Chair/Director to solicit views from as many faculty as possible on issues relevant to the Department/School.

Although responsible for carrying out the duties and responsibilities outlined in this Article, the Chair/Director, as a member of the faculty, remains an academic for whom teaching and research are also fundamental career rights.

Chairs/Directors are primarily academic leaders.

It is further understood that Chairs/Directors will not administer discipline with respect to members and will not be requested to attend meetings with members where discipline is imposed. Furthermore, Chairs/Directors will assume occupational health and safety responsibilities consistent with University policy(ies) and prevailing legislation to the degree that they are competent to act in this capacity as defined in the Occupational Health and Safety Act.

E. The duties and responsibilities of Chairs/Directors may include the following:

1. provide leadership and initiative in the development of the Department/School's curricula, including initiating and facilitating periodic program review processes, academic planning, programs, and SRC Activity, including liaison with the broader academic community within their discipline where appropriate;

2. take an active role in the career development of members of the Department/School. The Chair/Director will encourage the tenure and promotion aspirations of members;

3. in keeping with the local norms of the Department/School, convene such regular meetings of the faculty within the Department/School as are required to facilitate collegiality and collegial decision-making. This includes, but is not necessarily restricted to, circulating agendas prior to meetings; arranging for notes (or formal minutes) of meetings to be taken and circulated in timely fashion; and allowing for the presentation of formal motions, discussions and votes as required;

4. annually, arrange a meeting of the faculty of each Department/School to discuss academic priorities, Department/School direction and operational requirements;

5. annually present the non-salary components of the Department/School budget to faculty members of the Department/School;

6. oversee the work of such committees as may be established by the Department/School from time to time;

7. represent the Department/School's interests in administrative and academic matters. In cases where the members of the Department/School are divided on a particular matter, the Chair/Director will, after appropriate discussion and attempts to reach consensus, represent the views within the Department/School, and where a vote has been taken the view of the majority;

8. administer Department/School budgets and staffing plans;

9. ensure that the DEC and DHC are constituted as provided for elsewhere in this agreement;

10. ensure that Department/School committees are constituted and operate transparently in consultation with Department/School faculty members;

11. ensure that meetings of the Department/School Council take place and are conducted in accordance with Senate Policy and the bylaw of the Council;

12. ensure that all Department/School policies are developed and approved by the faculty members of the Department/School or Department/School Council in accordance with Senate Policy and the bylaws of the Department/School Council, as appropriate;

13. ensure that meetings of the Advisory Council, where one exists, take place and are conducted in accordance with Senate Policy;

14. take a leadership role in coordinating the efforts of faculty appointed to other positions of academic administration within the Department/School;

15. maintain authority over administrative and clerical functions and staff within the Department/School;

16. attend central administrative meetings and report to the Department/School significant discussions and actions relevant to the Department/School;

17. ensure that effective communication is maintained with students in the Department/School's courses and programs; involve them, where appropriate, in Department/School activities and discussions; address student complaints and concerns unresolved by faculty and/or staff; and liaise with the Course Union, where one exists;

18. ensure that Department/School proposals are discussed, voted upon, and moved toward the appropriate University bodies, ensuring that Senate and other applicable University regulations/policies are observed;

19. develop a transparent process for recommending course and teaching assignments (including limited contract assignments) to the Dean, such process to include consultation with individual members of the Department/School regarding their respective course and teaching assignments;

20. post all approved teaching assignments to faculty members within the Department/School;

21. develop a transparent process for eliciting faculty members' preferences for Department/School service work, such process to include consultation with individual members of the Department/School regarding their respective preferred Department/School service activities;

22. post all Department/School related service activities assumed by faculty members within the Department/School;

23. oversee the implementation of University equity, diversity and inclusion initiatives within the unit;

24. perform such other duties as are specified in this Agreement;

25. Such other specific expectations as the Chair/Director and the Dean have agreed, provided that they are consistent with Article 26.1 A-D and are not inconsistent with this Agreement;

F. A copy of the letter of appointment of each Chair/Director will be provided to the Association.

26.2 TERMS OF APPOINTMENT OF A CHAIR/DIRECTOR

A. The term of office of a Chair/Director is three (3) years in duration. When there are six (6) months remaining in the third year of the appointment, the Chair/Director may indicate if they wish to serve a five (5) year term. If so, subject to a majority vote of the tenure-stream faculty members in the Department/School, the term may be extended by another two (2) years. Voting must be completed within four (4) or more months remaining in the third year. If the vote is negative, the term ends at the end of the third year.

i. Having served either a three (3) or five (5) year term, a Chair/Director may be reappointed to serve a second term of three (3) years pursuant to the process in Article 26.3.F.2. If reappointed for a three (3) year term, the Chair/Director may indicate when there are six (6) months remaining in the third year of the reappointment, if they wish to serve a five (5) year term. If so, subject to a majority vote of the tenure-stream faculty members in the Department/School, the term may be extended by another two (2) years. Voting must be completed within four (4) or more months remaining in the third year. If the vote is negative, the term ends at the end of the third year of the second term.

ii. A majority for the purposes of the extension vote is based on the number of votes cast, not the total number of tenure stream faculty in the Department/School eligible to vote. A vote marked as an abstention would count towards the total votes cast, but is not considered a “Yes” or “No” vote.

B. A Chair/Director shall not serve for more than two (2) consecutive five (5) year terms or three (3) consecutive three-year terms, which, in the latter case, may be

extended by one additional year with the mutual consent of the parties to this Agreement. A Chair/Director may not serve for more than 10 years consecutively.

C. On the recommendation of the Dean, after consultation with the members of the Academic Unit, to the extent possible, an interim appointment of not more than one year may be made. In unusual circumstances a member who was an unsuccessful candidate for the position may be appointed to the interim position, but only with the agreement of the search committee.

D. Effective July 1, 2020 and in view of additional responsibilities including under Article 26.1.E.22, Chairs/Directors have increased responsibility and are required to commit a greater amount of their working time to their Chair/Director responsibilities and therefore a Member who is a Chair/Director shall receive an annual stipend at the commencement of their appointment to the position of Chair/Director in accordance with Article 13.3 – Salaries – Special Allowances. The minimum annual stipend shall be $11,000.00, and individual chairs will receive stipends of either $11,000.00, $13,000.00, $15,000.00 or $17,000.00. The stipend a particular chair will receive will be negotiated between each Chair/Director and the Dean of their Faculty as described in F. below.

E. In each academic year a Chair/Director shall receive a reduction in other workload duties commensurate with their administrative responsibilities. The workload reductions granted to each Chair/Director, by virtue of their appointment as Chair/Director will also be negotiated between Chair/Director and the Dean of their Faculty as provided for in F below. Notwithstanding the foregoing, each Chair/Director shall normally teach a minimum of two semester courses per year but shall teach fewer courses than is normative in their Department/School for members in the same Mode.

F. The determination of the stipend referred in D above and the workload reduction referred to in E above will be based upon the duties and responsibilities outlined in A to D above and may include the variables mentioned below, as appropriate:

1. the number of undergraduate programs administered by the Academic Unit;

2. the number of graduate programs in which the Academic Unit has a defined interest and/or responsibility;

3. the number of students in each program for which the Academic Unit has total or shared responsibility;

4. the scope and nature of external partnerships/consortia in which the Academic Unit has responsibilities;

5. the scope and nature of practica, placements, internships, and exchanges managed by the Academic Unit;

6. the scope and nature of physical facilities managed by the Academic Unit;

7. the number and classification of academic administrators within the Academic Unit;

8. the number of administrative staff for which the Academic Unit has total or shared responsibility;

9. the number of faculty, including Limited Term Faculty (LTF) in the Academic Unit;

10. the number of part-time and sessional instructors in the Academic Unit; and

11. the number of Academic Assistants, Teaching Assistants and Graduate Assistants employed within the Academic Unit.

G. Each Chair/Director who serves as the head of an Academic Unit is entitled to extra sabbatical credits as set out in Article 6.1.H of this Agreement.

H. The Chair/Director's stipend will be suspended during periods of voluntary absence from the Chair/Director's duties except for leaves under Articles 6.3, 6.4, 6.5, 6.6, 6.7, 6.10, 6.11 and 6.12. At the conclusion of their appointment as Chair/Director, the Chair/Director's stipend shall lapse automatically without notice.

I. In the event a Chair/Director is going to be absent from campus for a period of less than one (1) month, the Chair/Director shall appoint an Acting Chair/Director (without stipend) and advise the Dean and the members of the Department/School.

J. In the event a Chair/Director is going to be absent from campus for a period of one (1) month or longer, but not more than six (6) months, the Dean will appoint an Acting Chair/Director who will be provided an administrative stipend for the period of the Acting appointment, on a pro-rata basis as per. d. through f. above. In the event a Chair/Director is going to undertake a voluntary leave of absence under Articles 6.1 and 6.2 for a period of more than six (6) months, the Dean will initiate a search for a new Chair/Director and appoint an Acting Chair/Director as necessary.

Notwithstanding the above, the Dean may, after consultation with the members of the academic unit, to the extent possible, appoint an interim Chair/Director in

cases where the Chair/Director's voluntary leave of absence is more than six (6) months. In cases where the Dean decides not to exercise this option and initiates a search for a new Chair/Director, such a decision is not grievable.

K. Where the University determines that it is in the best interests of the University, faculty, students and staff that an appointment as Chair/Director be terminated prior to the expiry date this will occur upon the following basis:

1. at any time with mutual written consent;

2. by the employee upon providing the University with three (3) months written notice. Normally, the University would expect that the notice period would coincide with the completion of an academic term;

3. by the University at any time.

In all cases, the member will be expected to resume the normal duties and obligations of a tenure-stream faculty member.

In cases where the University terminates the appointment of a Chair/Director, the Chair/Director may grieve this decision or, the University shall pay the Chair/Director the stipend for the remaining length of the appointment or twelve (12) months stipend, whichever is lesser.

26.3 APPOINTMENT OF A CHAIR/DIRECTOR

A. Appointments to the position of Chair/Director are made by the Provost and Vice-President, Academic under the delegated authority of the President.

B. At the time of a search for a Chair/Director, the Dean shall convene a Search Committee.

C. Appointments to the position of Chair/Director shall be made on the advice of a search committee and a Dean.

D. The committee structure and search process will reflect the values represented in the University's policies on Employment Equity, Harassment Prevention, and Access. The Committee shall consist of eight (8) persons as follows:

1. Five tenured faculty members elected by and from the Academic Unit. In the case of an Academic Unit unable to provide enough faculty members, the Dean in consultation with the Vice-Provost, Faculty Affairs shall establish a search committee consistent with the principles of search and composition evident in this document. In this situation the most important principle is that a majority of the committee's voting members

shall be elected faculty members. Therefore, if necessary, faculty members from other Academic Units may be elected to the search committee

2. One (1) student elected by and from the students of the Academic Unit or currently taught by the Academic Unit in the case of a service Department/School if necessary, the chair of the search committee may appoint the students.

3. One (1) appointee of the Dean, who must be tenured faculty members. In seeking a qualified search committee members, the Dean shall take into account the University's equity, diversity and inclusion obligations, including those concerning equity-deserving groups.

4. The Dean as Chair and non-voting member.

5. Faculty members on the search committee will select/elect an Equity Advocate from among the faculty members on the committee. All members of this committee are required to adhere to the values of equity, diversity, and inclusion (EDI).

E. The search committee for the Chair/Director stays in existence until the position is filled or the search is declared failed.

F. Procedures

1. Initiatives leading to the formation of a search committee shall be taken by the Dean commencing at least four (4) months before the end of a term of a Chair/Director, or as soon as is practicable should the position of Chair/Director become vacant.

a) The Dean is responsible for all nominations, election, and appointment procedures. Such procedures shall be consistent with standing practices at the University. Any unusual situations will be addressed in consultation with the Vice-Provost, Faculty Affairs.

b) With the exception of students, all elected members of search committees must be tenured faculty members.

c) The incumbent shall not be eligible to sit on the search committee for the position to be filled.

d) Pre-tenure faculty and Limited Term Faculty may vote in electing tenured faculty to search committees.

e) Procedures for nomination and election of elected committee members will follow those normally used by the University's Senate including secret ballot. Nominations should be open for at least three days.

f) In cases where more than one election must be held to determine the membership of a search committee, all the elections shall be held simultaneously or as close to each other as practically possible. In any event, none of the election results shall be announced until all elections have been held.

g) In the event that practical problems in these procedures result in failure to elect sufficient faculty or student members, the Dean, after consultation with representative faculty and/or students, may initiate ad hoc procedures for striking a properly composed committee; a written record of actions shall be provided to all relevant faculty and students before the start of committee work.

h) A member who leaves a search committee before the first interview may be replaced. No replacement will be made after interviews have begun.

2. If the current Chair/Director is eligible for reappointment and wishes to be reappointed, they shall inform the Dean at least six months before the end of their term of appointment. In this case, the committee shall perform an assessment of the incumbent's performance, soliciting input from the incumbent and from members of the Department/School. After considering this review, the committee shall vote, according to the procedures in paragraph 26.3.F.6. below. In the event of a positive vote, the committee recommends to the Dean that the incumbent receive an additional term. In the event of a negative vote, the committee proceeds to search for a Chair/Director, according to the procedures outlined in this Article.

3. The names of the members of the Search Committee shall be announced to the members of the Academic Unit.

4. Staff members who report directly to a Chair/Director shall be given an opportunity to address the search committee at the stage of establishing criteria.

5. Once appointments to a search committee have been made and the committee has met once, no member of the committee may become a candidate.

6. The search committee shall first agree on its own procedures, including such matters as defining a quorum, such procedures to be consistent with applicable University policies and procedures.

   The search committee shall consult with the tenure stream faculty members in the Department/School to ascertain their preferences and opinions on matters such as: suitability of members in the Department/School for the position, desirable attributes or qualities for the Chair/Director, and regarding specific questions which could be asked of any candidate. The Committee shall invite members of the Department/School to provide it with written submissions, which may be anonymous, on the above matters.

7. The decision of the search committee shall require a double majority. The first is a simple majority of all voting members present and voting at a properly constituted meeting of the committee. The second is a majority of the following group: all elected members, plus appointed members who are members of the Department/School, voting at the same properly constituted meeting of the committee.

8. As a guiding principle the parties agree that it is usually in the interests of the community that the position of Chair/Director be filled by an internal search. “Internal” advertising of a vacancy means written notice throughout the University, and means eligibility for consideration of any candidate who is already a full-time career University employee, but precludes the eligibility of all other persons.

9. In exceptional circumstances, where an acceptable internal candidate cannot be found, the decision to advertise externally shall be made by the Provost and Vice-President, Academic after receiving the committee and Dean’s recommendation. When approval is granted for an external search, the recruitment strategy of the search committee shall contain a diversity outreach component. When a position is advertised externally, both internal and external candidates are eligible to apply. The job advertisement will normally be placed at least in University Affairs and the CAUT Bulletin, and it must be posted on the University website. The search committee is encouraged to place the advertisement in other outlets that are appropriate to the discipline and to its diversity outreach and recruitment strategy and equity goals. The vacancy notice will stipulate that the position falls under the jurisdiction of the Faculty Association, a link to the Faculty Association Collective Agreement, a link to the Faculty Association website, and a link to University’s Faculty Association Benefits Summary.

10. Advice, actions, and recommendations of the committee may be developed through informal consensus or through formal motions and voting, at the discretion of the committee.

11. Candidates on the short list meet with the Committee and make a presentation to which people associated with the Department/School (faculty, instructors, staff, undergraduate and graduate students) are invited. They may also meet with groups or individual faculty members in the Department/School and with the Dean.

12. Before the presentation referenced above, the committee makes available to the faculty members in the Department/School, a copy of the job posting, the short listed candidates' curricula vitae, and any other information provided by the candidates as required in the job posting and/or as deemed relevant.

13. The committee invites input from people who have attended the public presentation in clause 11 above and/or who have read the material in clause 12 above.

14. Members of the search committee are bound by confidentiality in their deliberations about particular candidates. They may have confidential discussions with Association or Administration representatives on any matter of concern. Otherwise, only the Chair/Director of the committee is authorized to communicate, as specified in this Article, on behalf of the committee.

15. All other committee procedures should be established and agreed to in advance.

16. Once applications have been received, members of search committees must declare all possible conflicts of interest and shall respond to such conflicts according to the provisions of Article 21 (Conflict of Interest).

17. The search committee shall recommend to the Dean one person for an appointment. The recommendation report will include a section prepared by the search committee Chair/Director and the Equity Advocate regarding how the hiring was consistent with the equity, diversity and inclusion objectives. If the Dean disagrees with the recommendation of the committee, and the disagreement cannot be resolved, no recommendation shall be made to the Provost and Vice-President, Academic. If the Dean agrees with the recommendation of the committee, they shall forward the recommendation to the Provost.

18. If the committee and the Dean are in agreement, the Provost may either accept the recommendation or return the matter to the committee, asking

for a different recommendation. Should the Provost return the recommendation and the committee is unable to provide a further candidate, the Provost may either authorize an external search, or declare the search failed.

19. If there is no recommendation made to the Provost and Vice-President, Academic, the Provost may return the matter to the committee, authorize an external search, or declare the search failed.

20. If the search fails, a new search committee shall be struck.

21. In developing terms and conditions contained in the letter of appointment, in the case of an external applicant, the Dean shall consult with members of the search committee.

26.4 EVALUATION OF CHAIR/DIRECTOR PERFORMANCE

A. The primary purpose of performance evaluation is to maintain and increase the effectiveness of academic leadership through providing feedback on performance and, where appropriate, recommendations for improvement. These evaluations only apply to the responsibilities of the Chair/Director's position.

B. The evaluation of the performance of a Chair/Director is primarily the responsibility of the Dean; however, such evaluation must take into account the feedback of the faculty, staff, and students in respect of the Chair/Director's execution of their responsibilities.

C. Nothing in these procedures is intended to preclude any informal communication or processes that can contribute constructively to the effectiveness of a Chair/Director.

D. The Dean will request each faculty member of the Department/School to provide the Dean with a confidential written assessment of the Chair/Director's performance together with any suggestions for improvement. The Dean's letter to faculty members will include an outline of the responsibilities of the Chair/Director. In assessing the Chair/Director's performance, faculty members should be guided by the responsibilities in Article 26.1.

E. The Dean will also invite the full-time staff and program students to make written submissions should they so desire.

F. As part of the evaluation, the Dean will provide the Chair/Director with a summary of unattributed written submissions from faculty, staff and students. The Dean will meet with the Chair/Director to review the overall performance of the Chair/Director and to make any recommendations for improvement. This evaluation will be provided in written form and a copy placed in the

Chair/Director's PCF. The Chair/Director will have three weeks to respond to the written evaluations and such responses, if any, will also be placed in the Chair/Director's PCF.

G. The Dean will carry out the evaluation of a Chair/Director in October of the second year of an appointment, and in subsequent years only where there is a perceived need to provide further feedback and development of the Chair/Director.

ARTICLE 27 VACATIONS

A. The period for vacation entitlement for faculty members shall be five weeks per year until the completion of twelve (12) years of service at which point the entitlement shall be increased to six (6) weeks per year. It is understood that the five and six week periods do not include those periods when the University is officially closed.

B. Vacation plans will be discussed with the Chair/Director before a faculty member takes their vacation leave.

C. The parties agree that vacation will normally be taken during the faculty member's non-teaching semester, normally Spring-Summer.

D. The parties further agree that a faculty member may be expected to continue to participate as required in the normal activities of the Department/School during the non-teaching term, except during their vacation. Notwithstanding this, the parties agree that the non-teaching term shall normally be primarily a period for study, course preparation and SRC activity.

E. Faculty members will not be required to teach in more than two semesters in any academic year.

APPENDIX A LONG-TERM DISABILITY PLAN (L.T.D.P.)

Participation in the Long-term Disability Plan shall be a condition of employment for each faculty member engaged on or after September 1, 1969. Long-term Disability Plan Insurance and/or coverage lapses automatically without notice and without payment in lieu of notice at the end of the month in which a member of the Association attains the age of 65.

A. The University's sole obligation with respect to long term disability benefits is to pay the cost of the premiums for the L.T.D.P.

B. During any period of total disability due to sickness or accident, the University will continue to pay the total Life Insurance premium for six months for the basic coverage of two times salary, and its share of the premium for the supplementary two times salary coverage; the faculty member will pay to the University their share of the premium for the supplementary coverage for the six month period. After six months, a waiver of premium clause continues this coverage.

C. During any period of total disability due to sickness or accident, the University will continue to pay the premiums for medical and hospital insurance, the L.T.D.P. and the Dental plan.

D. In the case of a faculty member of the L.T.D.P. who is absent from work because of a continuous total disability due to sickness or accident lasting more than 66 working days:

1. their regular monthly salary will be paid by the University for a period spanning the first 66 working days of total disability; and

2. thereafter, their salary shall cease and, provided the member has applied for and obtained long term disability benefits, the member shall, effective the 67th working day of total disability, receive from the insurer a monthly benefit of 80 percent of their regular monthly salary, to a maximum of $15,000, at the commencement of the total disability. In addition, there is provision for an annual cost of living adjustment for those continuing to receive benefits. These benefits will continue until recovery, death, retirement, or age 65, whichever comes first.

3. while they are receiving monthly benefits from the outside insurer as per 2. above, the University will pay the faculty member's contribution to the Pension Plan in addition to the University's matching contribution.

4. upon their return to work, the benefit provided in 2. above will cease and their regular salary from the University will be resumed.

5. should there be a recurrence of the same or causally related total disability as determined by the insurer, within six months of their return

to work, their salary will cease and the insured benefits will resume with no waiting period. An unrelated total disability, or a recurrence after six months from the date of return to work after a previous disability, is not a recurrence of the same or causally related sickness or disability for the purposes of this section 5.

6. a member recovering from a long term disability and capable of returning to work from the L.T.D.P. will have their salary adjusted by any across the board increases which occurred during the member's leave. It is agreed and understood that the member is not entitled to CDI or Merit Increments during the period of their leave.

E. “Total disability” means substantially the following: the complete inability to perform any and every duty of their regular occupation during the first three years of disability; thereafter, they are considered disabled if unable to engage in any substantially gainful occupation for which they are qualified by reason of education, training or experience.

APPENDIX B RE-EMPLOYMENT PROGRAM (LIBRARIANS)

A. It is agreed that the University will establish and fund a Librarian re-employment service (LRS) for redundant Librarians.

B. A Librarian, who agrees to join the re-employment service, will be transferred from their normal department to this program on the lay off date, or, in the case of a grievance extending beyond the lay off date, within seven days after a decision to uphold lay off is rendered. In so doing, the Librarian will retain their regular Librarian status with the University.

C. The time period for LRS program participation eligibility would be not less than one month and not more than twenty-four months. While participating in the program, the Librarian will be:

1. entitled to a monthly salary equal to their monthly salary on the lay-off date, multiplied by the lesser of years of service as a Librarian or twelve, divided by the number of months of participation in the program. Notwithstanding the aforementioned, the monthly salary while in the program shall not exceed the individual's monthly salary at the date of lay off.

2. entitled to receive benefit coverage as a regular Librarian except that salary related benefits shall be based on the salary as determined in 1. above.

3. eligible for preferential consideration over external candidates and will be considered along with other internal candidates, subject to the usual hiring practices of the University and in accordance with the terms and conditions of any other relevant collective agreement, for an open support staff position. However, should there be conflict with the provisions of Article 24.D, these latter provisions shall prevail. Salary shall be as envisaged in Article 24.D.5.

4. expected to participate actively in seeking external re-employment through and with the assistance of available counselling and employment services both within the University and external to the University. Active participation may include formal education for a changed occupation; such formal education at the University would be tuition free.

5. expected to carry out occasional work assignments for which the individual is competent.

6. entitled to their right of recall (Article 24.D) and their right of grievance under Article 9 (Grievances).

D. 1. A participant in the LRS may request separation from the service and the University at any time. In this case, the Librarian will be entitled to a separation allowance equal to one half of their monthly salary while on the LRS multiplied by the number of months remaining within the LRS program.

2. In the case of an abbreviated LRS program where the full entitlement is not utilized because of the limitation of C. 1. above, the Librarian shall receive a separation allowance equal to one half of the remainder of their entitlement under the LRS program.

E. A laid-off Librarian who does not participate in the LRS program is entitled to receive a separation allowance on the lay off date, or, in the case of a grievance extending beyond the lay off date, within seven days after a decision to uphold lay off is rendered. This allowance will be equal to one half of their monthly salary on the lay off date multiplied by the lesser of years of service as a Librarian or twelve.

F. The LRS program will be administered under the direction of a President's committee composed of the Vice-Provost, Faculty Affairs or designate, one person appointed by the Association President, and one person appointed by the President.

APPENDIX C RE-EMPLOYMENT PROGRAM (PROFESSIONAL COUNSELLORS)

A. It is agreed that the University will establish and fund a Professional Counsellor re-employment service (CRS) for redundant Professional Counsellors.

B. A redundant Professional Counsellor who agrees to join the re-employment service, will be transferred from their normal department to this program on the lay off date, or, in the case of a grievance extending beyond the lay off date, within seven days after a decision to uphold lay off is rendered. In so doing, the Professional Counsellor will retain their regular Professional Counsellor status with the University.

C. The time period for CRS program participation eligibility would be not less than one month and not more than twenty-four months. While participating in the program, the Professional Counsellor will be:

1. entitled to a monthly salary equal to their monthly salary on the lay-off date, multiplied by the lesser of years of service as a Professional Counsellor or twelve, divided by the number of months of participation in the program. Notwithstanding the aforementioned, the monthly salary while in the program shall not exceed the individual's monthly salary at the date of lay off.

2. entitled to receive benefit coverage as a regular Professional Counsellor except that salary related benefits shall be based on the salary as determined in 1 above.

3. eligible for preferential consideration over external candidates and will be considered along with other internal candidates, subject to the usual hiring practices of the University and in accordance with the terms and conditions of any other relevant collective agreement, for an open support staff position. However, should there be conflict with the provisions of H, I, or J of Article 15.15 (Professional Counsellors), these latter provisions shall prevail. Salary shall be as envisaged in Article 15.15.J. (Professional Counsellors).

4. expected to participate actively in seeking external re-employment through and with the assistance of available counselling and employment services both within the University and external to the University. Active participation may include formal education for a changed occupation; such formal education at the University would be tuition free.

5. expected to carry out occasional work assignments for which the individual is competent.

6. entitled to their right of recall (staff redundancy clause, Article 15.15.H (Professional Counsellors) and their right of grievance under (Article 9 (Grievances)).

D. 1. A participant in the CRS may request separation from the service and the University at any time. In this case, the Professional Counsellor will be entitled to a separation allowance equal to one half of their monthly salary while on the CRS multiplied by the number of months remaining within the CRS program.

2. In the case of an abbreviated CRS program where the full entitlement is not utilized because of the limitation of C. 1. above, the Professional Counsellor shall receive a separation allowance equal to one half of the remainder of their entitlement under the CRS program.

E. A laid-off Professional Counsellor who does not participate in the CRS program is entitled to receive a separation allowance on the lay off date, or, in the case of a grievance extending beyond the lay off date, within seven days after a decision to uphold lay off is rendered. This allowance will be equal to one half of their monthly salary on the lay off date multiplied by the lesser of years of service as a Professional Counsellor or twelve.

F. The CRS program will be administered under the direction of a President's committee composed of the Vice-Provost, Faculty Affairs or designate, one person appointed by the Association President, and one person appointed by the President.

APPENDIX D WAIVER OF TUITION FOR FACULTY AND DEPENDENTS

The University agrees that any program/course/seminar tuition fee will be waived for eligible University faculty members and their dependents, subject to the following conditions:

A. Faculty means all tenured and pre-tenure faculty members as defined in the Agreement. LTFs shall be eligible for this benefit after completing twelve months (12) of continuous service and only for the duration of their LTF appointment.

B. Dependent means a spouse (including same sex spouse), child (natural, adopted or step) or other dependent recognized in law. A dependent child is eligible only until their twenty-fifth (25th) birthday.

C. Waiver of tuition means that the portion of the University Fee designated for tuition, as defined by the University, will not be required to be paid. Faculty members and dependents will be expected to pay the non-tuition portion of the University Fee, and other applicable fees such as application, student union levies, late fees, lab fees, etc.

D. Eligible faculty members and dependents must meet the admission requirements for the program/course/seminar, and have been accepted by the Registrar's office where applicable, before application for waiver of tuition can be made.

E. Faculty members and dependents will not be counted in determining minimum numbers of registrants required to run a course/program/seminar.

F. Contract education course through the Continuing Education Division are excluded when either the exclusion of non-contract members is a written stipulation and/or where the attendance of the member of the Association and dependents would preclude the attendance of a contract member.

G. If a faculty member or dependent does not successfully complete a course on two successive occasions in which they are enrolled, the tuition waiver provisions shall be suspended for the next academic term. In the alternative, the faculty member or dependent may elect to pay the tuition fees for the subsequent academic term.

H. All regular offerings published in the full time and Continuing Education calendar, where University collects tuition fees, are eligible courses for tuition waiver, excluding IT and Corporate and Professional Training. Courses in special contract programmes with other educational institutions and/or special offerings hosted outside of Ontario are not eligible courses.

I. This benefit shall continue in force while members of the Association are on leave, with or without salary, disabled and/or retired. Furthermore, in the case of

an unpaid leave a refundable loan shall be repaid to the member of the Association on their return to active service. Failure to return shall result in forfeiture of the aforementioned loan.

J. This benefit will be available to members of the Association who have retired and their dependents, and to dependents of members who have died in service.

K. Where a child of a member of the Association was dependent at the time of the member's death in service or after retirement, that child is eligible for tuition waiver until their twenty-fifth (25th) birthday.

L. At its discretion, the University may investigate reciprocal agreements with other universities.

APPENDIX E RECOGNITION AWARDS

Faculty

A. Each year there will be a series of awards to recognize excellence in each of the three main areas: teaching, SRC and service. There will be separate awards in each of these three categories. The University retains the right to administer existing University teaching awards and to create new faculty award initiatives which are separate and apart from the recognition awards governed by this Appendix, so long as these awards are administered through a fair and transparent process. Any new initiatives must follow the spirit of the process described herein.

B. The awards will be administered and awarded in each Faculty separately.

C. The minimum amount of money allocated to recognition awards in each of the Faculties will be not less than a pro-rata share, based on full-time-equivalent active Faculty Association employees, of $76,000 per academic year.

D. Individual awards will be for $2,000. Successful recognition award winners will receive their awards as one-time-only payments which will not be added to their base salaries. Award winners shall be notified by December 22.

E. There will be one Faculty Award Committee (FAC) for each Faculty. In Faculties with five or more Departments/Schools, the committee will normally consist of five members elected by and from the members of the Faculty. There may be no more than one member from each Department/School on the FAC. In a Faculty with fewer than five Departments/Schools, the committee will normally consist of five members, including at least one from each Department/School. A small Faculty may, however, choose to reduce the size of the committee to include one member from each Department/School.

F. The FAC will adjudicate all the awards within the Faculty for the current year. Members of the award selection committee are not eligible to receive awards. The committee will recommend a list of award winners to the Dean who makes the approval decisions. If the Dean decides not to accept a committee recommendation, they will ask the committee for another recommendation.

G. All faculty members within a given Faculty are eligible to apply and be nominated for the SRC, Teaching, and Service Awards. Award recipients cannot receive any of the foregoing awards for two years following receipt of any award. Chair/Directors are not eligible for the service award. Research chairs are not eligible for the SRC award.

H. Award recipients must achieve an acceptable standard performance across all of their responsibilities, as appropriate.

I. A notification of application for these awards will be sent by email to each faculty member not later than September 30. The deadline for submission of applications and nominations shall be November 8. Submissions shall include an application or nomination form, an up-to-date CV in a University recognized format, a maximum 500 word statement and the appropriate section(s) of the previous year's Faculty Annual Report.

J. A list of all recognition award recipients, together with a brief description of the accomplishments which warranted the award will be communicated to all Faculty Association members.

Librarians

K. Each year there will be a series of awards to recognize excellence in Librarian professional activities, SRC and/or service, to the unit, University and/or to the broader community.

L. The minimum amount of money allocated to recognition awards for Librarians shall be $4,000 per academic year.

M. All Librarians are eligible to apply or be nominated for a recognition award. Award recipients cannot receive an award for two years following receipt of an award.

N. Individual awards will be for $2,000. Successful recognition award winners will receive their awards as one-time-only payments which will not be added to their base salaries. Award winners shall be notified by December 22.

O. The Librarian selection committee shall be comprised of three Librarians. If a member of the selection committee is nominated or applies for the award being considered they should either withdraw the nomination/application or step down from the committee and be replaced.

P. The Dean of Libraries will send notification of application for these awards by email to each Librarian not later than September 30. The deadline for submission shall be November 8. Submissions shall include an application or nomination form, an up to date CV, a maximum 500 word statement and the previous year's annual report.

Q. A list of all recognition award recipients, together with a brief description of the accomplishments which warranted the award will be communicated to all Faculty Association members.

Professional Counsellors

R. Each year there will be a series of awards to recognize excellence in Professional Counsellor professional activities and/or service, to the unit, University and/or to the broader community.

S. The minimum amount of money allocated to recognition awards for Professional Counsellors shall be $2,000 per academic year.

T. All Professional Counsellors are eligible to apply or be nominated for a recognition award. Award recipients cannot receive an award for two years following receipt of an award.

U. Individual awards will be for $2,000. Successful recognition award winners will receive their awards as one-time-only payments which will not be added to their base salaries. Award winners shall be notified by December 22.

V. The selection committee shall be comprised of three Professional Counsellor members. If a member of the selection committee is nominated or applies for the award being considered they should either withdraw the nomination/application or step down from the committee and be replaced.

W. The Vice-Provost, Students will send notification of application for these awards by email to each Professional Counsellor not later than September 30. The deadline for submission shall be November 8. Submissions shall include an application or nomination form, an up to date CV, a maximum 500 word statement and the previous year’s annual report.

X. A list of all recognition award recipients, together with a brief description of the accomplishments which warranted the award will be communicated to all Faculty Association members.

APPENDIX F COURSE OPERATIONS SURVEY

The parties have agreed that student surveys will not be used to measure teaching effectiveness for tenure and promotion purposes.

The survey is to be used to obtain student opinion about the student educational experience. COS results are not to be used to obtain student opinion about teaching effectiveness. It will consist of only five (5) University-standard items that are consistent with the directives in the arbitration award dated 28 June 2018. Directives from this award can be found in historical MOU # 24 - Faculty Course Survey, which is attached solely for reference.

A. The process shall be as follows:

1. All pre-tenure faculty members, Limited Term Faculty, and tenured faculty teaching any courses shall participate in the online Course Operations Survey process described in paragraph F.

B. The parties agree that they will both endorse and encourage student participation in the online Course Operations Survey process set out above.

C. A summary of the results for each course section surveyed shall be prepared. The summary should show a frequency distribution for the responses to each of the questions. These summary will be available to the faculty member via a link on the COS online application. The results are to be provided to no one other than the individual faculty member.

D. The distribution, posting, collection and processing of the data from the COS is the responsibility of the Vice-Provost, Faculty Affairs.

E. Any issues of interpretation and/or application, surrounding the Course Operations Survey shall be dealt with by the Vice-Provost, Faculty Affairs.

F. Online COS process:

1. There are five University Standard questions listed below.

2. The online surveys will be available to students effective 1800h on the two (2) Fridays before the eleventh and twelfth weeks of the term (or twelfth and thirteenth, for courses with thirteen weeks). The week of the evaluation is to be noted on the course outline distributed and also announced at the beginning of the semester. Faculty members may alter the announced date, provided that they provide the students and the Chair/Director with no less than two (2) weeks notice of the new date on which the evaluation will be carried out, subject to the evaluation being carried out in the last two weeks of the semester before the start of the

exam period. (Note that for courses taught in an alternate mode (e.g., intensive mode) these timelines will be modified.)

UNIVERSITY STANDARD QUESTIONS (five in total):

Students will be provided with access to the COS online survey which contains the following questions, and no others. They will be asked to read each statement carefully and record their response that most accurately matches their opinion.

	a	b	c	d	e	f
1. I received timely feedback on my assignments.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/ no opinion
2. The course handouts /postings contain all of the information I need about the organization of this course.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/ no opinion
3. Students are treated with fairness.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/ no opinion
4. The class meets as scheduled and on time.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/ no opinion
5. The instructor is available for consultation as specified on the course handouts/ postings.	Agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Disagree	Does not apply/ no opinion

Memorandum of Understanding – 1 STANDING COMMITTEE ON EMPLOYMENT EQUITY

A. The parties agree to establish a Standing Committee, to be called the Standing Committee on Employment Equity.

B. The Standing Committee shall be composed of three members of the Association, named by the Executive of the Association, and three members of the administration of the University.

C. The members of this Committee shall develop their own rules and procedures for operation.

D. The Standing Committee shall review the current collective agreement and implementation of policies and procedures currently in the Agreement for recruitment, hiring and retention of faculty members, Librarians and Professional Counsellors in the four "designated groups" (Indigenous people, people with disabilities, racialized people, and women) and, where appropriate, make a report and submit joint non-binding recommendations to the President of the University and to the President of the Association.

E. The Standing Committee shall also have the authority to make a report and submit joint non-binding recommendations to the President of the University and to the President of the Association concerning amendments to policies on employment equity.

Memorandum of Understanding – 2 ACADEMIC ASSISTANTS

A. Faculty members in the performance of academic duties described in Article 10 (Workload) may be assisted by Academic Assistants, teaching fellows and research assistants or associates.

B. The Chair/Director shall consult with the faculty member prior to describing the duties to be assigned to the assistant. The faculty member shall be involved in the selection process of an academic assistant(s) consistent with University policies and procedures. In every case this agreement will indicate that the assistant carries out their duties under the supervision of the faculty member to whom the assistant is assigned and that the faculty member retains academic responsibility and accountability for the duties carried out by the assistant.

Memorandum of Understanding – 3 INTERNAL CROSS APPOINTMENTS FOR FACULTY MEMBERS

The Association and the University agree that there are occasions which justify the making of special forms of academic appointment. This Memorandum of Understanding will describe some such appointments which may be made at the University. If mutually agreeable, cross-appointments may be renewed or modified. If neither renewal nor modification is mutually agreeable, appointments made under the auspices of this Memorandum shall not be eligible for renewal.

A. Where sound academic reasons exist, a faculty member may receive a subsequent appointment in the University such that they hold concomitant appointments in two Departments/Schools.

A faculty member must consent in writing to such an appointment. The document of consent shall take the form of a Memorandum of Agreement (MOA) prepared by the Office of the Vice-Provost, Faculty Affairs. This MOA shall specify the Department/School into which the individual was originally hired in which the faculty member holds residual rights and to which they would return on a full-time basis should the need for the cross appointment change. This offer shall be based on discussions among the faculty member (who may be accompanied by a representative of the Association) and the Chairs/Directors, of the home Department/School and the potential receiving Department/School. The cross-appointment must be recommended by the DHC of the receiving Department/School in consultation with the members of that Department/School.

The DHC of the receiving Department/School is responsible for collegially determining how faculty in the Department/School will be consulted. The recommendation for cross-appointment requires the approval of the Dean(s) of the faculty member's home Faculty and the Faculty housing the receiving Department/School and the Vice-Provost, Faculty Affairs. The discussions must result in agreement among all participants on at least the following matters:

1. the division of academic work between the two Departments/Schools;

2. that the appointment not exceed a period of five years but which could be renewed by the process described in A. above;

3. procedures for assessing the faculty member for tenure and promotion shall adhere to the terms and conditions for such matters as specified in the Agreement; and,

4. the degree of involvement in Department/School Council and committees in both Departments/Schools.

B. Following agreement on the matters described in A. above and on any other matters required in the Cross Appointment such as office space and access to support staff, equipment and supplies in each Department/School, the Vice-Provost, Faculty Affairs shall offer formally in writing to the faculty member a Cross Appointment according to the terms and conditions agreed to. The faculty member shall indicate their consent by signing the MOA. The Dean(s), the Vice-Provost, Faculty Affairs and the Association will be signatories to the MOA.

C. Copies of the signed MOA shall be forwarded to the Provost and Vice President, Academic, the Dean(s), the Chairs/Directors, the Association, and the faculty member's Performance and Conduct File.

D. The faculty members' Performance and Conduct File shall be maintained by the Chair/Director of the Department/School of primary appointment.

Memorandum of Understanding – 4 BENEFITS FOR RETIREES

The University has set up a process by which Retirees may purchase medical and dental coverage from specific carriers/insurers for themselves and for their spouses.

The parties agree that the University is not providing this benefit coverage and cannot guarantee eligibility requirements, costs, level of benefits and any other matters related to the purchase of such benefit coverage. These aspects shall be the responsibility of the Retiree and the Carrier (Insurer) selected.

Benefit premiums shall be borne, in their entirety, by the retiree who chooses to participate in and purchases benefit coverage.

The University shall ensure that each member is apprised of this program prior to the member's retirement date, which is to be communicated by the Member to the University in accordance with this collective agreement. In the case of early retirees, the retiree will be informed of the program 2 to 3 months prior to attaining age 65.

It is understood that the provisions of this Memorandum of Understanding do not supersede the provisions for Retirees outlined in Article 12.11 (Benefits).

Memorandum of Understanding – 5 APPOINTMENTS TO ACADEMIC ADMINISTRATIVE FACULTY POSITIONS ABOVE THE LEVEL OF CHAIR/DIRECTOR

This will confirm the substance of our discussions at this round of bargaining in which the parties agreed that an appointment of a faculty member to an Associate Dean's position or other academic administrative faculty position above the level of Chair/Director would have the effect of deeming the faculty member an Associate Member of the Faculty Association for the duration of such an appointment. Those who elect not to be an associate member, will abandon any right of access to, or return to, the bargaining unit represented by the Faculty Association.

Memorandum of Understanding – 6 HEALTH AND SAFETY

The parties to this Agreement recognize their mutual interest in ensuring the health and safety of all Employees and are committed to co-operating fully, individually and collectively for the advancement of health and safety.

To that end, the University agrees:

To maintain a committee on occupational health and safety with broad representation drawn from all sectors of the University, including at least one (1) person appointed by the Association.

In accordance with the Occupational Health and Safety Act and its regulations to take all reasonable steps to protect the health and safety of members.

To comply with the Occupational Health and Safety Act, RSO. 1990, c.0.1, as amended from time to time.

To arrange an annual meeting between the parties and the Facilities Management and Development (FMD) Office to discuss Association concerns, in advance of which the Association may propose an agenda for the meeting and request health and safety related information from FMD. The Association's information requests shall not be unreasonably denied.

The Association and members agree:

To understand their individual and collective duties and obligations in respect of the occupational health and safety act and its regulations and to take appropriate action to ensure compliance and demonstrate due diligence within the meaning of the OHS legislation and its regulations.

Nothing in this Memorandum of Understanding is intended to prevent the University from developing, implementing and maintaining, an Environmental Health and Safety System, consisting of specific policies, programs, and guidelines to fulfill the University's Policy Statement on Environmental Health and Safety; its commitment to a duty of care for the learning environment and to effect compliance with its legal duty under the current legislation.

Memorandum of Understanding - 7 USE OF GENERATIVE AND AGENTIC ARTIFICIAL INTELLIGENCE TECHNOLOGIES

The Use of Generative Artificial Intelligence

The parties agree that use of generative artificial intelligence by the Employer or by members of the Association in the fulfilment of their duties must be consistent with the provisions of this Agreement; must be transparent to those who are affected by that use; and must be subject to human oversight and accountability. Human oversight and accountability mean that individuals or parties who employ generative artificial intelligence tools in the course of their duties remain fully responsible and accountable for the processes, decisions, and outcomes to which those tools contribute.

Members have protections relating to the use of artificial intelligence in their teaching and SRC under the collective agreement, including under Article 11 - ACADEMIC FREEDOM and Article 25 - INTELLECTUAL PROPERTY.

Members further have protections under Article 5 - EVALUATION, Article 10 - WORKLOAD, Article 14 - PERFORMANCE AND CONDUCT FILE, Article 15 PROFESSIONAL COUNSELLORS, Article 16 - LIBRARIANS, Article 20 - DISCIPLINE AND DISMISSAL, Article 22 - FINANCIAL EXIGENCY, Article 23 - REDUNDANCY, and Article 24 - LAYOFFS.

Memorandum of Understanding – 8 CHAIRS/DIRECTORS STIPENDS

On October 1st of each year, the University will provide the Faculty Association with a report that includes the annual stipend amount and course releases for Chairs/Directors and Associate Chairs/Directors, Graduate Program Directors, Undergraduate Program Directors, and other academic administrative positions. The Faculty Association has the right to post the information contained in this report such that it is accessible to all faculty members e.g.) on the Faculty Association website. In posting such information, the Association agrees that it indemnifies and saves harmless the University from any and all claims, grievances or demands, made by any member as it relates to the determination of such stipends and/or the distribution of this information.

Memorandum of Understanding - 9 PROBATIONARY FACULTY AND LIMITED TERM FACULTY ASSUMING ACADEMIC ADMINISTRATIVE APPOINTMENTS

The parties agree that pre-tenure (including Acting Assistant Professors) and Limited Term Faculty are not eligible to assume academic administrative appointments, such as Undergraduate Program Director, Graduate Program Director, Assistant or Associate Chair roles. As well, probationary Librarians may not assume Librarian Head roles and probationary Professional Counsellors may not assume Clinical Coordinator roles.

In addition to the above, faculty members or Librarians on sabbatical are not eligible to fulfill such administrative roles.

Memorandum of Understanding - 10 APPOINTMENT OF ASSOCIATE DEAN OF LIBRARIES

This Memorandum of Understanding will confirm that a Librarian who is appointed to the position of Associate Dean of Libraries is deemed to be an Associate Member of the Faculty Association. During such appointment only the provisions of Article 2.4 (Terms of Agreement) and 16.6.B. of the Collective Agreement shall apply. Those who elect not to be an associate member, will abandon any right of access to, or return to, the bargaining unit represented by the Faculty Association.

The University's procedures relating to the search committee and appointment process for the Associate Dean of Libraries position will be consistent with the University's Policy and Procedures Relating to Search Committees and Appointments in the Academic Administration.

Memorandum of Understanding – 11 BENEFITS

The terms and conditions of the benefits listed in Article 12 shall be as stipulated in the relevant instruments (insurance policies, etc.) listed below.

The Association recognizes the University's right to alter from time to time the specific terms of these instruments, provided the level of benefits and/or services to members will not be negatively impacted. Nothing in this Memorandum of Understanding precludes the University from tendering the listed policies during the life of this Agreement.

For the life of this collective agreement only The University shall provide benefit coverage for active members of the Association as stipulated in the following policies:

Benefit Coverage	Policy Holder	Insurance Carrier	Policy Number
Group Life Insurance	Council of Ontario Universities	SunLife	50813-G
Long Term Disability	Toronto Metropolitan University	SunLife	50580
Extended Health and Dental	Toronto Metropolitan University	SunLife	25180
Business Travel Accident	Toronto Metropolitan University	AIG Insurance Company of Canada	GPT9427639
Voluntary Accidental Death and Dismemberment	Council of Ontario Universities	SunLife	6477
University Health Insurance Plan	Council of Ontario Universities	Cowan Insurance Limited	150150-311

The University shall provide the Association on an annual basis the following information as it pertains to members of the Association:

- Total Life Insurance premiums paid by the University
- Total Long Term Disability (LTD) premiums paid by the University
- Total Medical and Dental claims paid inclusive of fees, taxes and expenses
- Total Life Insurance claims paid by the insurance carrier
- Total LTD claims paid by the insurance carrier
- A copy of the Medical & Dental policy
- A copy of the Life Insurance & LTD policies

Memorandum of Understanding – 12 OVERLOAD TEACHING

A. Paid overload teaching is voluntary, and no faculty member may be obligated to teach beyond their normal workload.

B. The parties agree that overload teaching is normally not to the advantage of either the members or the University, since it diverts time and attention from the service and SRC components of a member's work.

C. Pre-tenure faculty members are not permitted to undertake overload teaching.

D. The Administration has no obligation to offer overload teaching assignments to faculty members. However, where overload teaching is being offered to faculty members it shall be offered through a transparent process. An offer of an overload assignment to a member who is receiving a course release must be approved by the Vice-Provost, Faculty Affairs.

E. Faculty members who engage in overload teaching shall receive a stipend of not less than $8,300 per half-course.

Memorandum of Understanding – 13 PROFESSIONAL COUNSELLOR APPOINTMENTS TO THE BRAMPTON CAMPUS

- Prior to the consideration of a new Professional Counsellor at the Brampton campus, the Director, Student Integrated Health and Wellbeing will, within a reasonable time frame, share with all TFA Professional Counsellors details regarding the identified significant gap(s) in Professional Counsellor capacity at the Brampton campus. Professional Counsellors interested in the opportunity to shift their portfolio to address the identified needs at the Brampton campus may express their interest to the Director, Student Integrated Health and Wellbeing for consideration.

  If the gap(s) in capacity is not addressed internally, subject to approval of a new position for the Brampton campus, the appointment of Professional Counsellor process set out in Article 15.6 will be followed and all TFA Professional Counsellors will be eligible to apply.

- The parties commit to ongoing assessment of the TFA Professional Counsellor complement, to ensure that the complement is responsive to the needs of main campus students and Brampton Medical School learners. Such assessment shall include collaborative discussions between the TFA Professional Counsellors and the Director, Student Integrated Health and Wellbeing.

- With respect to Professional Counsellors, the duties and responsibilities of TFA members hired to the main campus should not be substantially altered or increased, in order to support the activities of the Brampton campus. If a Professional Counsellor hired at the main campus believes their duties and responsibilities have increased substantially in order to support the activities of the Medical School, the Professional Counsellor may raise their concern with the Director of Student Integrated Health and Wellbeing pursuant to Article 15.2. Where there is a substantial change, alterations will be made to their duties and responsibilities.

- TFA Professional Counsellor members hired to the Brampton campus have an appropriate combination of Professional Duties and Service Duties as part of their duties and responsibilities pursuant to Article 15.2.

- With respect to Professional Counsellors, every effort should be made to include all TFA Professional Counsellor members in operational and collegial meetings/events hosted at the main campus, given the common resources, infrastructure, services and programs utilized at both campuses. Meetings and events at the main campus that require the participation of TFA Brampton Professional Counsellors to fulfill their professional obligations should provide remote options, where possible, or sufficient notice and time for travel, as well as compensation for any associated costs, as per the University's Travel and Other Business Expense Policy and the Travel and Other Business Expenses Guidelines.

- Travel by TFA members to the Brampton campus is governed by the University's Travel and Other Business Expenses Policy, as well as the Travel and Other Business Expenses Guidelines.

- If a member is travelling frequently between the main campus and the Brampton campus, the member can submit an expense report for every travel or after several trips. Alternatively, to ease the burden of submitting several expense reports, members can avail themselves of TMU's "accountable travel advance", using the Travel Advance/Expense Form. For example, members may seek to obtain an advance at the beginning of the term and prepare a standard expense report at the end of the term with all the allowable travel expenses or mileage expenses and then clear the advance. Members will still have to document and support the travel costs, but this method reduces the number of expense reports that may need to be filed. The advance can be cleared by submitting travel related expenses electronically through the Financial Information System.

Memorandum of Understanding 14 TASK FORCE ON STUDENT ACCOMMODATIONS AND ACADEMIC CONSIDERATIONS

The parties acknowledge that, consistent with Senate Policies 159, 166, and 167, faculty members may be expected to support student accommodations requests or academic consideration requests.

The parties agree to strike a joint task force composed of no less than five representatives of each. Either party may invite a non-voting resource person(s). The mandate of the task force will be to examine the impact of student accommodation requests and academic consideration requests on faculty workload, as well as consider if there are student support approaches that may benefit both the faculty and student experience in the accommodation process, and to make appropriate recommendations.

The task force will submit a report to the President of the Association and the Provost no later than twelve months following the ratification of the current collective agreement.

The University Administration and the Association shall meet jointly to review the recommendations of the task force. Any mutually agreed-to recommendations shall be implemented by the parties through amendments to the collective agreement, when relevant, before the expiry date of the current collective agreement. It is understood that any such amendments to the collective agreement will be subject to ratification by each party.

Memorandum of Understanding – 15 BRAMPTON CAMPUS AND THE SCHOOL OF MEDICINE

This will confirm that:

No faculty, Librarian or Professional Counsellor appointments can be made to the School of Medicine until the parties have agreed on the application and implementation of Article 4, 5, 15 and 16 of the Collective Agreement, and any other relevant articles have been agreed upon between the parties. Notwithstanding the foregoing, the appointment of clinical faculty can proceed prior to an agreement being reached.

No current member will be required or obligated to teach or perform duties at the Brampton campus.

If the Association is required to engage in regular activities at the Brampton campus, the Association will be provided with office space and access to University services at the Brampton campus.

Memorandum of Understanding – 16 SPECIAL FUND

The Faculty Association requested that the University provide post-retirement benefits for those who were Association members as of July 1, 2011.

In lieu of this, the University provided to the Association a one-time lump sum payment of $855,000 by July 1, 2021 for any purpose the Association deems appropriate.

As ordered by Arbitrator Kaplan: Effective July 1, 2024, eligible members entitled to $2,000 annually. This amount will be increased to $2,500 effective July 1, 2026. The University to ensure adequate contributions to maintain this entitlement over the collective agreement term. The University will assume administration of the Special Fund effective last date of ratification by the parties of this renewal collective agreement.

The Association agrees to indemnify and save harmless the University of any and all claims, grievances or demands, including interest and penalties, made by the Canada Revenue Agency or by any employee or retiree as it relates to distribution or administration of these funds.

Memorandum of Understanding – 17 TORONTO METROPOLITAN UNIVERSITY PENSION PLAN

This letter will confirm the understanding that the Faculty Association and the University have reached with respect to the Toronto Metropolitan University Pension Plan.

Effective January 1, 2012 employee and employer contributions to the Toronto Metropolitan University Pension Plan shall be set at 9.5%.

Effective January 1, 2012 the University will increase the base salary of all Association members by 1.5%.

Memorandum of Understanding – 18 OUT OF COUNTRY REIMBURSEMENT FUND

This will confirm the substance of our discussions at this round of bargaining related to the Out of Country Emergency Coverage.

The current benefit covers members of the Association only for the first six (6) months of absence out of the country.

The University has agreed to establish a Fund to reimburse members of the association who purchase, at their own expense, out of country emergency coverage for periods of more than six (6) months up to a maximum of one (1) year.

The reimbursement will apply only to the premiums paid by the member, in whole or in part, for any period of time beyond the current six month cap.

Proof of payment and original receipts must be submitted to the University in order to be eligible for any reimbursement.

The University will develop a process by which reimbursement will be made and will inform the Association once the process has been established.

The Fund will have a maximum dollar value of $10,000.00 per each year of the agreement. Unused monies in any year shall be carried over into the next eligible year. However, in the event that the $10,000.00 fund is used up prior to the end of any given year, the University shall not be required to top up the fund to cover any reimbursements which may be submitted.

It is understood and agreed that the University is NOT providing coverage for any additional out of country emergency coverage beyond the current six month cap nor is the University responsible for facilitating coverage, negotiating premiums or undertaking any liability whatsoever in connection with this arrangement.

Memorandum of Understanding – 19 PERFORMANCE AND CONDUCT FILE

The University agrees to bring the Performance and Conduct files of Librarians and Professional Counsellors into compliance with the terms of Article 14, within one year of the date this Agreement comes into effect.

Memorandum of Understanding – 20 TRAVEL REIMBURSEMENTS

It is agreed by the parties that long standing practices with regard to travel reimbursements including per diems shall continue.

Memorandum of Understanding – 21 JOINT COMMITTEE RE: EQUITY IN SALARY

The parties agree to maintain this Memorandum of Understanding from the July 1, 2023 to June 30, 2026 Collective Agreement as an historical record.

The Employer and the Faculty Association have shared values with respect to discussing and where warranted addressing discrimination in compensation of the Association's faculty and Librarians on the basis of gender, racialization, Indigeneity, and intersectional identities. To that end, the parties established an Intersectional Salary Analysis Joint Committee in October 2020 which is currently conducting an analysis of salary anomalies on the basis of gender and intersectional identities.

In order to ensure a comprehensive response to the work of the Intersectional Salary Analysis Joint Committee, to identify any additional salary anomalies that may exist on the basis of racialization and Indigeneity (regardless of gender), and to prevent the creation of discriminatory salary anomalies on the basis of gender, racialization, Indigeneity, and intersectional identities going forward, the parties agree to the following measures.

i. Within one month of the submission of the Report of the Intersectional Salary Analysis Committee, a new Joint Committee on Equity in Salary will be created. This committee may be constituted by the same members as the Intersectional Salary Analysis Committee, or by new members appointed by the Administration and the Association. In either event, there shall be an equal number of Administration and Association appointees. The mandate of the Joint Committee on Equity in Salary will be to:

    a. examine any salary anomalies that may exist on the basis of racialization and Indigeneity (regardless of gender);

    b. examine any salary anomalies that may exist on the basis of gender, racialization, Indigeneity and intersectionality among faculty members and Librarians, if these have not already been examined by the Intersectional Salary Analysis Committee; and

    c. consider anomalies that may arise as a result of membership in other equity-deserving groups and make recommendations regarding areas of further analysis.

ii. The Joint Committee on Equity in Salary will be given access to any data collected for the purposes of the work of the Intersectional Salary Analysis Committee.

iii. If the Joint Committee on Equity in Salary determines that an independent consultant is required to assist in the salary analysis, the Administration agrees to support the reasonable cost of the consultant.

iv. The Joint Committee on Equity in Salary will recommend measures to address the systemic roots of discrimination on a go-forward basis including with respect to any issue of anomalies that may arise as a result of starting salaries. Any dissenting views will also

be included in the report. The Committee will submit its report to the Provost & Vice President, Academic and to the President of the Faculty Association by June 30, 2022, or as mutually agreed.

Arbitrator Kaplan remains seized with respect to the interpretation, application and implementation of this agreement, including with respect to any issues that may arise with respect to the production and sharing of data, and compliance by the Administration with recommended measures including the implementation date of any such measures.

Memorandum of Understanding – 22 TOTAL EARNINGS SUPPLEMENTAL PLAN (TESP)

This Memorandum of Understanding applies only to the period of this Collective Agreement. A member of the Toronto Metropolitan University Pension Plan whose benefits exceed the ITA maximums for pension accrual becomes a member of the Total Earnings Supplemental Plan for employees of the University and is eligible to receive a benefit following their termination of employment subject to the terms of the Supplemental Plan, as the same may be amended from time to time by the University. Funding of the Supplemental Plan shall be solely at the discretion of the University.

Memorandum of Understanding – 23 GENDER AFFIRMATION FUND

The University will administer a one-time fund of $40,000 for faculty members, Librarians and Professional Counsellors who require additional funding for travel, accommodation and/or other expenses related to gender affirmation surgery that are not already covered by SunLife under the gender affirmation benefit. SunLife remains the primary payor for all expenses related to gender affirmation procedures.

In an effort to ensure an equitable distribution of funds among members needing access to the Fund, individuals will be capped at reimbursement of $8,000 for eligible expenses during the life of this collective agreement. As of June 30, 2029, if there are remaining funds in the Fund, individuals who received the maximum reimbursement amount but had additional expenses not covered by their original maximum $8,000 reimbursement, or who have additional new expenses incurred before June 30, 2029, the total residual Fund will be divided equally among all such claimants.

Memorandum of Understanding - 24 ARTICLE 1.15 DEFINITION

In the 2023 round of collective bargaining, the parties agreed to a definition of Indigenous Scholarly, Research and Creative Activities in Article 1.15, based on a definition created by the Social Sciences and Humanities Research Council.

The definition in Article 1.15 will govern the assessment of Indigenous scholarship as outlined in MOU 26.

Should the Indigenous Scholars Committee (ISC) develop a new definition of Indigenous SRC, they will inform the parties of this definition. The parties will subsequently consider the proposed definition in deciding to amend the current definition in Article 1.15.

Memorandum of Understanding – 25 PROMOTION FOR ASSOCIATE MEMBERS

Notwithstanding the limitations in Article 1.11, the parties agree that for the length of the current collective agreement, the following process shall apply for promotion of eligible Associate Members. The parties further agree to continue the Joint Committee created in the prior Collective Agreement with the mandate to review and consider Associate Members for promotion to the rank of Professor. The Joint Committee will also consider promotion processes for the Dean and Associate Dean of Libraries. The Joint Committee will make a recommendation to the President of the Faculty Association and to the Provost and Vice-President, Academic, no later than twelve months following the ratification of the current collective agreement, and will include any dissenting views.

The University Administration and the Association shall meet jointly to review the recommendations of the Joint Committee. Any mutually agreed-to recommendations shall be implemented by the parties through amendments to the collective agreement, when relevant, before the expiry date of the current collective agreement. It is understood that any such amendments to the collective agreement will be subject to ratification by each party.

Promotion for Associate Members

1. Associate Members of the Association are eligible to be considered for promotion. Accordingly, Associate Members who are eligible for promotion on the basis of Article 5.13 and Article 16.7, but who are excluded from the Association because of their academic administrative positions, shall be assessed with respect to promotion on the same basis as faculty members who are in the Association.

2. The timeline, process and criteria for promotion shall be as outlined in Article 5.13 and 16.7 of the Collective Agreement except for the following:

    i. if the FPC/LPC or any members of the Committee wish to withdraw as they have concerns that they are unable to make a decision free of conflict of interest or concerns of reprisal, they will be replaced by the normal election procedures pursuant to the Collective Agreement;

    ii. Article 5.3.F does not apply; and,

    iii. the FPC/LPC's recommendation shall be provided to the Dean of the home Faculty/Dean of Libraries (save where they are the applicant) and to the Vice-Provost, Faculty Affairs. The Vice-Provost, Faculty Affairs shall issue the decision.

The Associate Member right to apply pursuant to this MOU will continue during the life of this Collective Agreement notwithstanding the status of the Joint Committee.

Memorandum of Understanding – 26 HIRING AND EVALUATION OF INDIGENOUS FACULTY MEMBERS, LIBRARIANS AND PROFESSIONAL COUNSELLORS

Congruent with the recommendations of the Standing Strong Task Force and the advocacy of Indigenous faculty, TMU is committed to recruiting, supporting, and retaining Indigenous faculty, Librarians and Professional Counsellors and advancing Indigenous Scholarship. Recognizing that entrenched structures and processes of universities create challenges for Indigenous peoples in the Academy, this MOU aims to generate pathways for the increased recruitment of Indigenous faculty, Librarians, and Professional Counsellors and to create transparent and effective conditions for their success and advancement. In so doing, TMU aims to achieve three related but distinct outcomes:

1. An increase in the number of Indigenous faculty, Librarians and Professional Counsellors across the University;
2. The retention and promotion of Indigenous faculty, Librarians, and Professional Counsellors;
3. Support of Indigenous Scholarship and education, and for Professional Counsellors, support for knowledges of and approaches to Indigenous methods of healing.

The University recognizes that the work of Indigenous Scholars and Indigenous Professional Counsellors often involves considerable amounts of time and is intricately connected to significant service work both within the University and in communities. As a result, Indigenous Scholars and Indigenous Professional Counsellors may require unique forms of support, and Indigenous Scholarship and approaches to healing require defined mechanisms for their advancement. Furthermore, colonialism and oppressive settler actions against Indigenous peoples historically and presently, are compounded by fraudulent, mistaken, and unsubstantiated claims to Indigenous identity, which undermine the decolonizing efforts of the institution. As a result, a separate TMU/ institutional process, outside this MOU will take on the responsibility of affirming Indigenous identity.

Accessing this MOU is dependent upon affirmation through TMU's institutional affirmation process. There are some provisions of this MOU that are dependent upon institutional affirmation, as well as affirmation as an Indigenous Scholar by the Indigenous Scholars Committee (see paragraph 6, below). Indigenous faculty members, Librarians and Professional Counsellors hired into designated Indigenous positions prior to the ratification of this MOU will not be subject to the affirmation process. The affirmation of faculty members, Librarians and Professional Counsellors hired prior to July 1, 2020 who do not have demonstrated evidence of Indigenous Scholarship in annual reports, tenure application, and Indigenous-focused university service, will be subject to review on a case by case basis in consultation with the University, the Indigenous Scholarship Committee (ISC) and the TFA.

Memorandum of Understanding - 26 HIRING AND EVALUATION OF INDIGENOUS FACULTY MEMBERS, LIBRARIANS AND PROFESSIONAL COUNSELLORS

Note: Any hiring or evaluation processes initiated under the original MOU 26 will adhere to the original MOU 26 processes. Any hiring and evaluation processes initiated after the ratification of this current MOU 26 will adhere to the processes outlined in the current MOU 26.

1. Definitions

Indigenous	For the purposes of this MOU, Indigenous refers to First Nation, Métis and Inuit individuals and communities within Canada and the United States.
Indigenous Faculty Member/ Librarian/Professional Counsellor	A faculty member, Librarian or Professional Counsellor who is affirmed as Indigenous by the University.
Indigenous approaches to healing	Approaches used by Indigenous Professional Counsellors that reflect Indigenous methods of healing.
Indigenous Scholar	An Indigenous faculty member or Librarian who is affirmed as an Indigenous Scholar by the Indigenous Scholarship Committee.
Indigenous Scholarship Committee	The Committee composed of Indigenous Scholars as outlined in paragraph 3.
Indigenous Scholarship	As defined in the TFA Collective Agreement, paragraph 1.15.
Designated Indigenous Position	A position that is designated by the University for the recruitment of an Indigenous faculty member, Librarian or Professional Counselor.
Non-designated Position	A regular faculty member, Librarian or Professional Counsellor position that Indigenous candidates may apply for and seek affirmation as an Indigenous faculty member, Librarian, Professional Counsellor or Indigenous Scholar.

2. Connection between Identity Affirmation and MOU 26

a. The University is responsible for the affirmation of Indigenous identity for faculty members, Librarians and Professional Counsellors based on policies and procedures developed in consultation with Indigenous communities within and outside of the University. No Indigenous faculty member, Librarian, or Professional Counsellor will be implicated or burdened with the decision-making pursuant to this process.

Note: Until a University Indigenous affirmation policy and procedures are developed and approved an interim affirmation process will be utilized by the University, in consultation with the ISC.

b. The University may designate vacant or new faculty, Librarian or Professional Counsellor positions as Designated Indigenous Positions.
   i. Where such designation for a position is in place, and the University is unable to affirm the identity of the recommended candidate prior to the start of employment, any offer conditional on the candidate being affirmed becomes null and void.
   ii. Where a faculty member, Librarian or Professional Counsellor position is not a Designated Indigenous Position, but a candidate claims Indigenous identity the University will affirm the Indigenous identity of that candidate. Where the University is unable to affirm the Indigenous identity of the candidate, such candidate shall not be able to access MOU 26, and their conditional offer may become null and void.

3. Indigenous Scholarship Committee

TMU recognizes that Indigenous identity and Indigenous scholarship are related but distinct. The University recognizes the Indigenous Scholarship Committee (ISC) as a committee that can recognize Indigenous faculty members and Librarians as Indigenous Scholars; and the work or duties of Indigenous Professional Counsellors as using Indigenous approaches. Only TMU-Affirmed and ISC-Affirmed Indigenous Scholars/Indigenous Professional Counsellors are eligible to sit on this committee.

The ISC has its own clearly articulated and publicly disseminated criteria and processes, including transparently disseminated bylaws, which shall be available to all TMU community members on the Committee's website. The ISC will confirm to the University and the Association by no later than May 1 each year for the upcoming academic year which roles within the ISC will have a teaching release allocated to it and a request as to which teaching term the release will be taken.

3.1 The ISC will:

a. Review the scholarship of Indigenous faculty members and Indigenous Librarians, or duties of Indigenous Professional Counsellors in relation to the relevant hiring and evaluation processes and determine whether it constitutes Indigenous scholarship or whether the duties are undertaken using Indigenous approaches under the meaning determined by the ISC.

b. Support the advancement of Indigenous Scholars, scholarship, approaches, and education at the University.

Procedurally, the ISC will be triggered in the following ways:

i. In any hiring process for a Designated Indigenous Position, the Dean's office or Director, Student Integrated Health and Wellbeing, will notify the ISC Chair of the Designated Indigenous Position and the ISC will recommend an Indigenous faculty member, Librarian or Professional Counsellor who is recognized as an Indigenous Scholar or Indigenous Professional Counsellor by the ISC to be appointed to the hiring committee as a voting member (replacing the Chair's appointee). Given the size and composition of the CAC, for Professional Counsellors, the ISC member will be in addition to CAC members, to participate in the hiring process for the Designated Indigenous Position only. If the Dean or Director disagrees with the ISC's recommendation, they will provide the ISC Chair with a written explanation for the disagreement, following which the ISC will make a subsequent recommendation.

ii. In any evaluation process for an Indigenous Scholar where an ISC member is not already on the committee using a normal/typical appointment practice: The Indigenous Scholar's Chair/Director, in consultation with them, will notify the ISC Chair and the Dean's Office that an ISC member is required on the evaluation committee (DEC, FTC, FPC, LAC, LPC). The ISC Chair will then liaise with the parties and recommend to the Dean tenured members of the ISC to be appointed to each committee (the ISC member cannot serve on both the DEC and FTC). If the Dean disagrees with the ISC's recommendation they will provide the ISC Chair with a written explanation for the disagreement, following which the ISC will make a subsequent recommendation. ISC-affirmed Indigenous Professional Counsellors can request that an ISC member join their respective evaluation committees to assess their use of Indigenous knowledges and approaches to Indigenous methods of healing. (See Assessment of probationary Professional Counsellors 15.6.3.E.1; Assessment of Probationary Librarians 16.6.E.1).

iii. In any transition from Indigenous faculty member/Librarian/Professional Counsellor to Indigenous Scholar/Professional Counsellor: In the case of Indigenous faculty members/Librarians/Professional Counsellors hired into a Non-designated Position but who later opts to be recognized as an Indigenous Scholar/Indigenous Professional Counsellor, they shall advise the ISC Chair, who will notify the member's Chair/Director and Dean or Director, Student Integrated Health and Wellbeing, and arrange an affirmation of their status as an Indigenous Scholar/Indigenous Professional Counsellor with the ISC. If the member is affirmed as an Indigenous

Scholar/Indigenous Professional Counsellor, they are eligible for evaluation under the MOU, as described above.

Note: There may be situations that arise where there are insufficient tenured/career status Indigenous Scholars or Indigenous Professional Counsellors to sit on the above noted committees. In this type of situation an appropriate alternate arrangement will be determined in consultation with the ISC, the TFA and the Vice-Provost, Faculty Affairs (VPFA). Such arrangements are subject to the understanding that there could not be any pre-tenure faculty members on evaluation committees (DEC, FTC, FPC, LPC) and no more than one pre-tenure faculty member on DHCs. This provision will be reviewed in three years from the date of ratification and renewed subject to the agreement of the parties.

3.2 The Indigenous Scholarship Committee is supported by the University in the following ways:

a. The Indigenous Scholarship Committee is provided with up to five (5) course releases (or equivalent in release time for Librarians and Professional Counsellors) each academic year to be distributed amongst its members based on the committee's own processes, with no more than one going to each member, that cannot be banked, and that when applied cannot result in no teaching in any given year (note that any releases that result in a non-teaching term require VPFA approval, and restrictions on teaching overload while in receipt of release will also apply). Such processes shall be articulated in writing and transparently disseminated in the Committee's bylaws and terms of reference. Decisions of the ISC as to which members will be allocated a course release in the upcoming academic year must be communicated to the Office of the Vice-Provost, Faculty Affairs (OVPFA) in advance of the course loading processes, so the relevant Faculty and School/Department can factor the release into the ISC member's teaching assignment or assignment of Librarian or Professional Counsellor duties.

b. The University shall support the work of the ISC by providing up to ten (10) hours of administrative support per week.

c. The OVPFA supports the ISC in the preparation and delivery of joint training to hiring and evaluation committees pursuant to Indigenous Scholarship and Indigenous approaches.

4. Support for Indigenous Scholarship

As part of the University commitment to supporting the advancement of Indigenous Scholarship and Indigenous approaches, the University will:

4.1 Consolidate information on Indigenous Scholarship Grants

a. The University via the Office of the Vice-President, Research and Innovation (OVPRI) will consolidate the list of relevant internal Indigenous SRC grants in a central location for easy access.
b. The University will ensure that applications for University-level adjudicated internal grants will include at least one Indigenous member designated by the Indigenous Scholarship Committee on the adjudication committee.
c. Adjudication of Indigenous Scholarship grants will be recognized by the University as a service contribution.

4.2 Indigenous Scholars Fund

a. Those affirmed by the Indigenous Scholarship Committee will be eligible to apply to an Indigenous Scholars Fund for the purpose of engaging in activities that support currency and additional learning pursuant to Indigenous Scholarship or approaches. Such activity may include participation in Indigenous ceremony or activities that connect the member to Indigenous knowledge and/or scholarship, for pedagogical enrichment and aimed at enhancing the student experience (SRC is already supported through OVPRI funding).
b. This fund will be allocated $20,000 annually, and will be administered through the OVPFA. Any unused funds will be banked for use in subsequent years up to a maximum of $25,000.
c. Those affirmed by the Indigenous Scholarship Committee may apply through the OVPFA for reimbursement from the Indigenous Scholars Fund for eligible pedagogically-relevant expenses up to $2,400 per year, aimed at improving the student experience. In years when more applications are made than the Fund can accommodate, priority will be given to those who have not applied for and received from the Fund in the previous year.
d. The OVPFA will work with the ISC to determine and share the criteria for and eligible expenses related to this fund.

5. Indigenous Knowledge Keeper

The University recognizes that Indigenous Scholarship can be meaningfully advanced by those with expertise in Indigenous knowledge. The ISC and the University will continue to engage in discussions in an effort to reach an agreement on how these individuals, who may not have a traditional academic background, can be brought into and succeed at the University.

6. Support for Indigenous Faculty Members, Librarians and Professional Counsellors

The University will provide additional supports to Indigenous faculty members, Librarians and Professional Counsellors as follows:

a. Where an Indigenous faculty member is hired prior to completion of their recognized terminal degree as an Acting Assistant Professor, or as an Indigenous Librarian prior to completion of their recognized terminal degree, they will be given up to five years to complete their terminal degree.

b. Where an Indigenous faculty member is hired as an Acting Assistant Professor, prior to the completion of their terminal degree, or as an Indigenous Librarian prior to completion of their recognized terminal degree, their tuition fees will be reimbursed for out-of-pocket tuition payments for up to five years, in the case of a PhD, and three years in the case of a Master's degree. This reimbursement (with accompanying documentation) will be capped at an amount up to the University's regular domestic tuition for an equivalent and comparable program.

c. Acting Assistant Indigenous faculty members are eligible for one course release to be used any time during their Acting Assistant period (the release cannot be banked and/or rolled into their probationary period). Indigenous Librarians who are hired prior to completion of their required terminal degree are eligible for time release and/or distribution of efforts to be used any time during their period of completion of degree (the release cannot be banked and/or rolled into their probationary period).

d. During their probationary period, Indigenous faculty members are eligible for one course release in addition to the course release they are entitled to under Article 10.12.H of the Collective Agreement, to be used, in consultation with their Chair/Director (respecting the operational needs of the School/Department) in such a way that should not result in a non-teaching term.

e. Probationary Indigenous Librarians and Indigenous Professional Counsellors, are eligible for up to two additional PD days per year to allow them to participate in development opportunities supporting their Indigenous practice. Professional development days are, where reasonably practical, to be requested seven (7) days in advance and will be granted subject to operational requirements (see Article 15.9). Requests for professional development days made less than 7 days in advance are at the discretion of the Dean of Libraries or Director, Student Integrated Health and Wellbeing. In either case, approval will not be unreasonably withheld.

f. To support participation in Indigenous wellbeing and cultural practice, Indigenous faculty members may request a deviation from their teaching schedules in accordance with Articles 7.3.E and 10.12.A.4. Indigenous Librarians and Indigenous Professional Counsellors may request a temporary deviation to the delivery of their duties and obligations to their supervisor.

Table 1 - Eligibility for Support for Indigenous Faculty Members, Librarians and Professional Counsellors

	TMU-Affirmed Indigenous Member			TMU-Affirmed and ISC-Affirmed Indigenous Scholar/Professional Counsellor		
	Faculty	Librarians	Professional Counsellors	Faculty	Librarians	Professional Counsellors
Membership in/ ability to serve on the ISC (if affirmed by the ISC)				*	*	*
Up to 5 years to complete required terminal degree, in the case of a PhD (3 years in the case of a Master's) if appointed Acting Assistant Professor or Librarian prior to completion of their recognized terminal degree	*	*		*	*	
Tuition relief while completing a required terminal degree	*	*		*	*	
Course/time release as Acting Assistant, Assistant Professor or Librarian hired prior to completion of recognized terminal degree	*	*		*	*	
Ability to request the appointment of an ISC member on evaluation committee				*	*	*
Ability to request the appointment of an ISC member on promotion				*	*	*

	TMU-Affirmed Indigenous Member			TMU-Affirmed and ISC-Affirmed Indigenous Scholar/Professional Counsellor		
committee						
Access to Indigenous Scholars Fund				*	*	*
Access to designated internal SRC grants**	*	*		*	*	

** efforts will be made to limit internal SRC grants to support Indigenous Scholarship.

7. External Referees for Tenure and Promotion

d) Indigenous faculty members must identify the same number of external referees for their tenure and their promotion files as is specified under Article 5.10.C of the Collective Agreement. They shall clearly identify any Indigenous Scholars on their list. The Dean will take this into consideration when making their selection of external referees, and when possible will ensure that at least two of the external referees are Indigenous Scholars.

e) Indigenous Librarians must identify the same number of external referees for their promotion files as is specified in Article 16.7 of the Collective Agreement. They shall clearly identify if their identified referee is an Indigenous librarian. The Dean will take this into consideration when making their selection of external referees, and when possible will ensure that at least one of the external referees is an Indigenous librarian.

f) Indigenous faculty members, Librarians or Professional Counsellors who are not affirmed as Indigenous Scholars by the ISC or who wish to not be assessed in the context of their Indigenous Scholarship or approaches, will identify external referees as specified in Article 5.10.C or 16.7 of the Collective Agreement.

g) When applicable, if it proves difficult for Indigenous Scholars to identify external Indigenous referees at the required rank, with the approval of the VPFA, an external Indigenous referee of lower rank than the rank provided for in the Collective Agreement may be invited to provide an external assessment. In the case of someone being promoted to full professor, it would not be appropriate for an Assistant Professor to provide such an assessment.

Memorandum of Understanding – 27 TOTAL COMPENSATION

The Parties agree to maintain this Memorandum of Understanding from the July 1, 2020 to June 30, 2023 Collective Agreement as an historical record of entitlements agreed to as part of the financial terms resulting from compliance with Bill 124, *Protecting a Sustainable Public Sector for Future Generations Act, 2019.*

The Parties agree to the following:

For the period July 1, 2020 to June 30, 2021, all members employed on June 30, 2021 will receive a one-time, non-pensionable lump sum payment of $327.73.

For the period July 1, 2021 to November 30, 2021, all members employed on July 1, 2021 will receive a one-time, non-pensionable lump sum payment of $139.36.

The following amendments shall be made to the benefit plans outlined in MOU 11 and provided for under Article 12:

Effective December 1, 2021:

Extended Health and Dental Plan:

A. Addition of coverage for drugs for the treatment of erectile dysfunction, up to a maximum of $2,000 per year for each covered person;

B. Addition of coverage for medical cannabis subject to SunLife's prescribed process and list of applicable conditions, up to a maximum of $1,500 per year for each covered person;

C. Addition of coverage for products to help a person quit smoking that legally require a prescription, up to a lifetime maximum of $500 for each covered person;

D. Addition of coverage for medication for the treatment of weight loss that legally require a prescription, up to a maximum of $1,200 per year for each covered person;

E. Increase in coverage for major restorative and prosthodontics and orthodontia to 75%;

F. Increase to the annual maximum for psychological services coverage to $4,000 per year for each covered person;

G. Addition of psychotherapists to the list of covered practitioners under the psychological services benefit;

H. Addition of paramedical services provided by a registered kinesiologist to a maximum of twenty (20) treatments per benefit year for each covered person subject to reasonable and customary limits;

I. Addition of SunLife's Gender Affirmation coverage to an annual maximum of $10,000 and a lifetime maximum of $50,000;

J. Increase in the amount available for vision care expenses in each two year period to $1,000; and,

K. Increase to the annual maximum for speech therapy to $1,500 per year per covered person.

Group Life Insurance:

L. Increase to the maximum eligible for coverage under the Group Life Insurance plans in Article 12.3.A and 12.3.B to $500,000.

Long-term Disability Plan:

M. Increase the benefit amount of the lesser of $14,000 and 80% of Insured Earnings for new claimants.

Voluntary Accidental Death and Dismemberment Insurance:

N. Remove the maximum age for eligibility for coverage.

Effective July 1, 2022:

Extended Health and Dental Plan:

A. Increase in reimbursement for major restorative and prosthodontics and orthodontia to 90%;

B. Increase to the annual maximum for psychological services coverage to $5,000 per year for each covered person;

C. Increase to the maximum coverage for hearing aids to $3,000 every three years;

D. Increase to the annual maximum for speech therapy to $2,000 per year per covered person;

E. Increase in the coverage for drugs for the treatment of erectile dysfunction for conditions approved by the benefit carrier to a maximum of $2,500 per year for each covered person;

F. Increase in the coverage for medical cannabis subject to SunLife's prescribed process and list of applicable conditions, to a maximum of $2,000 per year for each covered person; and,

G. Increase in the coverage for products to help a person quit smoking that legally require a prescription to a lifetime maximum of $1,000 for each covered person.

Memorandum of Understanding - 28 BENEFIT IMPROVEMENTS

The Parties agree to maintain this Memorandum of Understanding from the July 1, 2020 to June 30, 2023 Collective Agreement as an historical record of entitlement enhancements provided for in the July 16, 2024 Interest Arbitration Award.

This memorandum will confirm the following and agreed upon and awarded benefit improvements.

Effective September 16, 2024 the University will improve the following benefits, subject to the provisions of the University's Extended Health Care Plan and Dental Insurance Plan. The following amendments shall be made to the benefit plans outlined in MOU 11 and provided for under Article 12.

The change to the dental plan is subject to reasonable & customary limits. Expenses for gender affirmation procedures and fertility & surrogacy medical services are not currently subject to reasonable & customary limits.

- Gender affirmation procedure(s) – the annual maximum of $10,000 has been removed, and coverage is now a lifetime maximum of $50,000;

- Fertility services, fertility drugs, and surrogacy medical expenses – Coverage for fertility services and surrogacy medical services with a combined maximum reimbursement limit of $20,000 lifetime per family. Fertility drugs for each member and the eligible spouse are covered under Extended Health Care Plan in Article 12.2 and are not subject to the limit of $20,000 lifetime per family. Fertility drugs for a surrogate are eligible under the surrogacy medical services under this provision and are subject to the combined $20,000 limit per family;

- Each January 1, the Faculty Association will be provided with a schedule of the reasonable and customary limits applying to the benefits described in the policy referred to in Memorandum of Understanding 11 (Benefits);

- Prosthodontic Procedures for Retirees – The requirement to limit the reimbursement to the cost of an equivalent bridge, when submitting a reimbursement claim for a dental implant, has been removed for Class B (Retired plan members aged 65 or over) in contract #25180 Part B – Faculty.

Memorandum of Understanding – 29 NEW BENEFIT IMPROVEMENTS IN 2026 ROUND OF NEGOTIATIONS

This memorandum will confirm the following and agreed upon benefit improvements.

Effective the date of final ratification by the parties of this renewal collective agreement, the University will improve the following benefits, subject to the provisions of the University's Extended Health Care Plan. The following amendments shall be made to the benefit plans outlined in MOU 11 and provided for under Article 12.

- Fertility services, fertility drugs, and surrogacy medical expenses awarded in the July 16, 2024 Interest Arbitration Award and referenced in MOU – 28 BENEFIT IMPROVEMENTS in the 2023-2026 collective agreement, will be expanded to cover costs associated with adoption services.

- Coverage for psychological services set at an annual maximum of $5,000, as provided for in MOU – 27 TOTAL COMPENSATION in the 2023-2026 collective agreement, will be increased to $6,000 per year.

Memorandum of Understanding - 30 LIBRARIAN APPOINTMENTS TO THE BRAMPTON CAMPUS

Further to the proposed changes to the Collective Agreement to accommodate the appointment of Librarians to the Brampton campus, the Parties also agree to the terms of a Memorandum of Understanding containing the following:

• Prior to the consideration of a new Librarian at the Brampton campus, the Dean of Libraries will, within a reasonable time frame, share with all TFA Librarians details regarding the identified significant gap(s) in Librarian capacity at the Brampton campus. Librarians interested in the opportunity to shift their portfolio to address the identified needs at the Brampton campus may express their interest to the Dean of Libraries for consideration. If the gap(s) in capacity is not addressed internally, subject to approval of a new position for the Brampton campus, the appointment of Librarians process set out in Article 16.6 will be followed and all TFA Librarians will be eligible to apply.

• A main campus Librarian carrying out their normal duties and responsibilities, may undertake an activity that is carried out for the main campus Library and also for the Medical Library. That activity may not require them to attend at the Brampton campus and such work can be done from the main campus. Examples include Librarians responsible for cataloguing, or license negotiation. Such work would be considered part of the main campus Librarian's regular duties and would not have to be carried out by a Brampton campus Librarian. Main campus regular duties may involve Medical Library components.

• With respect to Librarians, the duties and responsibilities of TFA members hired to the main campus should not be substantially altered or increased, in order to support the activities of the Brampton campus. If a Librarian hired at the main campus believes their duties and responsibilities have increased substantially in order to support the activities of the Medical Library the Librarian may raise their concern with the Dean of Libraries pursuant to Article 16.2. Where there is a substantial change, alterations will be made to their duties and responsibilities.

• TFA Librarian members hired to the Brampton campus have an appropriate combination
of SRC and/or Professional Development and Service as part of their duties and responsibilities pursuant to Article 16.2. While the launch of the medical school may require an emphasis on providing professional practice, initially, it is understood that a Librarian who believes they are experiencing a lack of opportunity to conduct SRC and/or Professional Development and/or Service may raise their concern with the Dean of Libraries as per Article 16.2.A. 1 as soon as possible with the aim of rebalancing their duties and responsibilities.

• With respect to Librarians, every effort should be made to include all TFA Librarian members in academic, operational and collegial meetings / events hosted at the main campus, given the common resources, infrastructure, services and programs utilized at

both campuses. Meetings and events at the main campus that require the participation of TFA Brampton Librarians to fulfill their professional obligations should provide remote options, where possible, or sufficient notice and time for travel, as well as compensation for any associated costs, as per the University's Travel and Other Business Expense Policy and the Travel and Other Business Expenses Guidelines.

• Travel by TFA members to the Brampton campus is governed by the University's Travel and Other Business Expenses Policy, as well as the Travel and Other Business Expenses Guidelines.

• If a member is travelling frequently between the main campus and the Brampton campus, the member can submit an expense report for every travel or after several trips. Alternatively, to ease the burden of submitting several expense reports, members can avail themselves ofTMU's "accountable travel advance", using the Travel Advance/Expense Form. For example, members may seek to obtain an advance at the beginning of the term and prepare a standard expense report at the end of the term with all the allowable travel expenses or mileage expenses and then clear the advance. Members will still have to document and support the travel costs, but this method reduces the number of expense reports that may need to be filed. The advance can be cleared by submitting travel related expenses electronically through the Financial Information System.

This Agreement dated at Toronto this 27th day of October 2026

For Board of Governors of the University

Mohamed Lachemi
President and Vice-Chancellor

Wendy Lawrence
General Counsel, Secretary of the Board of Governors & University Privacy Officer

For the Faculty Association

Dana Osborne
Chair, Negotiations

Jesmen Mendoza
President