

Memorandum of Agreement

between

The Board of Regents of Victoria University

and

The Faculty and Librarians of Victoria University as represented

by

The Victoria Chapter of the University of Toronto Faculty  
Association

June 30, 2006

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A Memorandum of Agreement made this 30<sup>th</sup> day of June, 2006 between:

The Board of Regents of Victoria University ("the Board" or "Victoria") and the faculty members of Emmanuel College and the librarians of Victoria University, as represented by the Victoria Chapter of the University of Toronto Faculty Association ("the Chapter").

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

### **Article 1: Purposes**

The purposes of this Agreement are:

- a. to create or confirm the minimum rights, privileges and benefits which the Board shall grant to faculty members and librarians and to the Chapter;
- b. to provide reasonable protection from unilateral changes to approved policies and practices relating to terms and conditions of employment of faculty members and librarians;
- c. to establish procedures for the development of specific proposals relating to the terms and conditions of employment of faculty members and librarians;
- d. to establish formally an effective and orderly procedure for the discussion and determination of salaries and benefits of faculty members and librarians;
- e. to formalize the relationship between the Board and the Chapter and to establish conditions of support for the Chapter;

and

- f. to accomplish the foregoing purposes (i) recognizing the importance of not derogating from or diminishing the existing rights of the individual faculty members and librarians, (ii) recognizing the roles of the duly established bodies and groups within the University and (iii) within the framework of an agreement and relationship between the Board and the Chapter that is outside the Labour Relations Act of the Province of Ontario and that does not prevent individuals or groups from seeking and obtaining terms and conditions of employment which they consider more favourable than those referred to in this Agreement.

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

### **Article 2: Basic Policies and Practices**

The Board agrees that, during the term of this Agreement it will act in conformity with the policies and procedures set out in this Agreement, and further agrees as follows:

- (a) that it will not adopt any policies inconsistent with the University of Toronto's policy on Political Candidacy as amended from time to time, except by mutual consent of the parties;

and

(b) that it will not change the Agreement on Retirement for Faculty and Librarians as set out in Appendix A except by mutual consent of the parties.

### **Article 3: Academic Freedom and Responsibilities**

**3.1.** The parties to this Agreement acknowledge that Victoria University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University and society at large. Specifically, and without limiting the above, academic freedom entitles faculty and librarians to:

- (a) freedom in carrying out their activities;
- (b) freedom in pursuing research and scholarship and in publishing or making public the results thereof; and (c) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

**3.2.** A faculty member's professional obligations and responsibilities to Victoria University shall encompass (i) teaching; (ii) research, scholarly or creative professional activity; (iii) service to Victoria University and its federated and affiliated institutions. While the pattern of these duties may vary from individual to individual, they constitute the faculty member's principal obligation during the employment year, and include, without being restricted to, responsibilities as follows:

- (a) A faculty member shall carry out his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of his or her students.
- (b) A faculty member shall be entitled to and be expected to devote a reasonable proportion of his or her time to research and scholarly or creative work. He or she shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures and other appropriate means. Faculty shall, in published works, indicate any reliance on the work and assistance of academic colleagues and students.
- (c) Service to Victoria University is performed by faculty members through participation in its federated and affiliated institutions including the decision-making councils of Victoria University and its Colleges, the University of Toronto, and the Toronto School of Theology, and through sharing in the necessary administrative

work of their department, College, the University of Toronto, the Toronto School of Theology, Victoria University or the Chapter. In performance of these collegial and administrative activities, faculty members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

**3.3.** A librarian's professional obligations and responsibilities shall encompass (i) the development of his or her professional knowledge and performance, (ii) contributions to scholarship, (iii) service to Victoria University. While the patterns of these duties may vary from individual to individual, they constitute the librarian's principal obligation during the employment year. A librarian shall carry out his or her responsibilities with all due attention to the establishment of fair and ethical dealings with library users, colleagues and staff, taking care to be properly accessible. A librarian shall foster a free exchange of ideas and shall not impose nor permit censorship. A librarian shall ensure the fullest possible access to library materials.

(a) A librarian may develop his or her professional knowledge and experience in a number of ways, such as participation in programs of continuing education including seminars, workshops and conferences, and through additional formal degrees.

(b) Contributions to scholarship by librarians may include teaching, research and publication, as well as involvement in professional activities and participation in professional organizations. Professional activities may include, but are not restricted to serving on committees, the presentation of papers, and organization and participation in conferences, seminars and workshops.

(c) Service to Victoria University is performed by librarians through participation in decision-making committees of Victoria University and its Colleges, and through sharing the necessary administrative work of their department. Librarians also serve Victoria University when participating as representatives of the University in decision-making committees of the Toronto School of Theology and the University of Toronto library system.

#### **Article 4: No Discrimination**

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised toward any faculty member or librarian in respect to salaries, benefits, pensions, rank, promotion, tenure, reappointment, dismissal, research or other leaves, or any other terms and conditions of employment by reason of age, ancestry, race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, sexual orientation, marital status and/or family relationship, family status, disability, place of residence, membership or activity in the Chapter, or any activity pursuant to the principles of academic freedom set out in Article 3, record of offences, and any other grounds of discrimination that are listed in the Ontario Human rights Code.

#### **Article 5: Policies and Procedures on Academic Appointments, Tenure and Dismissal**

##### **5.1. Classes of Appointment**

“Appointment” means an appointment to the rank of Professor, Associate Professor, Assistant Professor, Assistant Professor (Conditional), Senior Lecturer, or Lecturer.

Appointments at Victoria University are of three classes:

- (a) Those which confer tenure.
- (b) Those which are probationary but which provide that, if the appointment continues or is renewed up to the limit of a stated period, the Board will confer tenure on the candidate, or extend the period of appointment, or allow the appointment to lapse in the manner hereinafter provided.
- (c) Those made for a contractually limited period, which carry no implication of renewal or continuation beyond the period and no implication that the appointee will be considered for a permanent appointment. Written notice that an appointment made under the terms of this paragraph is not to be renewed or extended after 30 June shall be given not later than 1 December of the preceding year. Similarly, if an appointee does not wish to accept a possible renewal or extension of such an appointment, he/she will so inform the Principal not later than 1 January of the year in which the appointment will terminate. The policy for contractually-limited term appointments is found in section 5.6 below, and the policy for Lecturers and Senior Lecturers is found in section 5.7 below.

## **5.2. Appointments Procedure**

After consultation with the Principal and the College Council about needs and resources, upon recommendation of the Principal, the President shall take the decision to authorize an increase in staff or the filling of a vacant position or not.

To ensure that an adequate list of qualified candidates is obtained, and that the most suitable selection is made from such a list, the following procedures shall be followed:

- (a) After the consultation with the College Council, the Principal shall develop a position description and recommend an advisory (search) committee to the President who shall appoint the committee that shall be chaired by the Principal. The Committee shall include significant representation from the faculty of the College, as well as Emmanuel College Alumni/ae and student representation. The position should be advertised widely in appropriate journals.
- (b) Each candidate must submit a current *curriculum vitae* and letters of recommendation assessing the candidate's capacity in research, publication, teaching and other areas related to the position description.
- (c) Applications should be assessed by the advisory (search) committee. Candidates on the short list shall be interviewed by this committee. The Principal shall receive the report of the advisory committee and may recommend a candidate to the President.
- (d) The President will authorize the Principal to indicate to a candidate so selected that the President is prepared to approve the candidate's appointment subject to Board approval. The President shall formally offer the appointment in writing to the candidate subject to Board approval.

(e) The President will recommend to the Board the appointment of a candidate so chosen.

These procedures should apply to all appointments expected to involve a continuing commitment by Victoria University.

### **5.3. Criteria and Procedures for Granting Tenured Appointments**

#### **5.3.1. The Nature of Academic Tenure**

The purpose of tenure is to provide a safeguard for free enquiry and discussion, the exercise of critical capacities, honest judgment, and independent criticism of matters both outside and within Victoria University.

Tenure entails acceptance by a member of Victoria University of the obligation to perform conscientiously his or her functions in teaching, scholarship and service.

Tenure as understood in this document is the holding by a member of the professorial staff of Victoria University of a continuing full-time appointment which Victoria University agrees not to terminate except for cause. The conditions specified in section 5.5.1 below shall apply to all cases of termination for cause. In circumstances where institutional priorities change, which may include but is not limited to program or curricular matters, the President pursuant to the Victoria University Act and its by laws and without limiting the President's powers thereunder, after consultation with the Principal and the faculty member or members concerned and the Chapter, shall reassign duties. Such reassignment shall be made without loss of salary and benefits to other duties at Victoria University, including both Emmanuel and Victoria College, or in the Toronto School of Theology or in the University of Toronto.

Tenure shall be granted only as a definite act, under stipulated conditions, on the basis of merit.

#### **5.3.2. Criteria**

Tenured appointments should be granted on the basis of three essential criteria: (a) achievement in research, scholarship and/or creative professional activity, (b) effectiveness in teaching, and (c) clear promise of future intellectual and professional development. Contributions in the area of university service may constitute a fourth factor in the tenure decision but should not, in general, receive particularly significant weighting.

(a) Achievement in research and scholarship, and/or creative professional activity, is evidenced primarily, but not exclusively, by its reception in and impact upon the scholarly and professional communities of the candidate's peers. The results of research and scholarship shall be made available through published work in the candidate's discipline, normally peer-reviewed. Creative professional activity in the candidate's academic discipline shall be assessed for its exemplary impact upon practice in professional areas. The Principal shall develop, for review by the College Council, published *Guidelines for the Assessment of Research, Scholarship and Creative Professional Activity*. These *Guidelines* shall be reported for information to the Senate of Victoria University.

(b) Effectiveness in teaching shall be assessed by reference to criteria which the Principal after review by the College Council shall develop in published *Guidelines for the Evaluation of Teaching*, reported for information to the Victoria University Senate. These *Guidelines* shall refer to formal and informal interactions with students, and include assessment of the success of student learning, the pedagogical abilities of the candidate, and the candidate's mastery of the subject area since teaching and scholarship cannot be easily separated.

(c) An assessment of promise of future intellectual and professional development will inevitably be based on the vitality and progress the candidate has demonstrated as a teacher and scholar during his or her probationary years at this University. A positive judgment on this criterion means that the members of the tenure committee are reasonably convinced that, following the granting of tenure and the long-term commitment that it implies, the candidate will continue to make a valuable contribution to his or her discipline.

(d) University service primarily means service to Victoria University and its federated and affiliated institutions or administrative work. Service to the community and profession, where directly related to the candidate's academic discipline, may be considered under the *Guidelines* for Creative Professional Activity referred to in section 5.3.2 (a) above.

Clear promise of future intellectual and professional development must be affirmed for tenure to be awarded. Demonstrated excellence in one of (i) research and scholarship, and/or creative professional work, and (ii) teaching, and clearly established competence in the other, form the second essential requirement for a positive judgment by the tenure committee. Only outstanding performance with respect to university service should be given any significant weight and, even then, only if there are not substantial reservations relating to the research, teaching, and future promise criteria.

### **5.3.3. The Granting of Tenure**

(a) With the exception of Professors referred to in paragraph (c) of section 5.1 above, "Classes of Appointment", Professors shall be granted tenure on appointment.

(b) A person appointed to, or promoted to, the rank of Associate Professor shall be granted tenure on appointment upon the recommendation of a tenure committee or be given a three-year appointment. In the latter case he or she shall be considered for tenure in the third year of appointment and shall be notified of the result not later than April 15 of that year. If the candidate's consent is obtained in writing, he or she may be considered for tenure earlier. In any case, the regular procedures for consideration of tenure shall be followed.

(c) (i) The Assistant Professor rank should be the normal starting point for a person beginning a university career of research and teaching. Evidence of candidates' teaching ability or potential, and assessments of their promise of future intellectual and professional development, should be sought and considered when making such appointments. To qualify for appointment to the rank of Assistant Professor or above, the candidate should be required to show evidence of his or her ability to undertake independent scholarly activity, such as the successful completion of a doctoral program or other

scholarly or professional work regarded by the College as equivalent; a candidate who does not so qualify should not be appointed to the Rank of Assistant Professor or above, but might receive appointment as Assistant Professor (Conditional).

(ii) Any member of the teaching staff enrolled in a doctoral program at any university and appointed with the expectation that the Ph.D. degree or its equivalent will be conferred must remain at the Assistant Professor (Conditional) rank until the degree is conferred or until he or she indicates that the formal doctoral program has been abandoned and is able to show evidence of satisfactory scholarly work. Successful completion of a doctoral program or other scholarly or professional work regarded by the college and/or department as equivalent would make the member of the teaching staff eligible for an appointment at the rank of Assistant Professor. A member of the teaching staff should not serve more than six years, including a terminal year, at the Assistant Professor (Conditional) rank. Assistant Professors (Conditional) should receive annual contracts terminable on not less than six months written notice.

(iii) On initial appointment an Assistant Professor should receive a three-year contract and it should be clearly understood that Victoria University is under no obligation to renew the contract when it expires. The performance of a member of the teaching staff holding such a contract should be reviewed, no earlier than May 1 of the second year of the contract, by a committee recommended by the Principal and appointed by the President. Where the Principal so recommends and the President approves, an Assistant Professor may be given an initial appointment of up to five years, with a performance review no earlier than May 1 of the penultimate year of the contract.

The review of such an initial appointment should be essentially different in purpose and procedures from a tenure review. The committee should consider two questions: (a) Has the appointee's performance been sufficiently satisfactory for a second probationary appointment to be recommended? (b) If reappointment is recommended, what counsel should be given to the appointee to assist him or her to improve areas of weakness and maintain areas of strength? The procedures of the review committee should be made known to the appointee. Course evaluations should be considered; if additional signed opinions of individual students are available these should also be considered. Written comments from other members of Victoria University and the Toronto School of Theology and its departments and the University of Toronto, as appropriate, formally or informally acquainted with the appointee's teaching or scholarship, should be solicited. The appointee should be asked to submit an account of research, publication, and/or creative professional activity which has been completed or undertaken since the time of initial appointment; however, lack of substantial achievement in this area since appointment should not, in itself, be a cause for non-renewal of contract. Notice that the contract will or will not be renewed on the following July 1 must be given in writing no later than September 25. If requested, a written statement of reasons for a decision to recommend that a contract not be renewed shall be supplied, within one week of such a request, by the chair of the review committee.

(iv) A decision not to renew a contract may be appealed by a member of the teaching staff holding an initial three-year appointment as Assistant Professor, only on one or more of the following grounds: (a) a significant irregularity in the procedure followed by the review committee; (b) an unreasonable inconsistency in the application of the current standards of the college or department; or (c) improper bias or motive on the part of a member of the review committee. The appeal will be considered by the Principal, or if the Principal was a member of the review committee, by a senior faculty member appointed by the President. If the appeal is not granted, written reasons shall be provided to the candidate. The candidate may appeal as the final step to the President, whose disposition of the matter shall be conclusive.

If an Assistant Professor is granted a renewal of his or her contract, that renewal should be for a period of up to two years, and he or she must be considered for tenure in the terminal year of this contract. The length of the contract may vary from case to case, particularly if previous service at the rank of Assistant Professor (Conditional) at Victoria University or at an equivalent rank at another university is to be taken into account in establishing an earlier date for consideration of tenure. At the time of making an appointment to the Assistant Professor rank, it is the responsibility of the Principal to reach an explicit understanding with the member of the teaching staff as to the time at which tenure will be considered.

(v) In exceptional circumstances, a candidate may be considered for tenure earlier than provided for in (iv) above but only if the consent of the candidate is obtained in writing. No Assistant Professor should be granted tenure until he or she has served a minimum of three years at this University at the Assistant Professor rank. No later than April 15 of the final year of the probationary period, the candidate should be considered for tenure and notified of the result. With the consent of the candidate and the approval of the President, consideration for tenure may be delayed for one year but not more than two years, to accommodate a maternity leave, or for reasons of a severe personal circumstance such as a serious illness.

#### 5.3.4. Documentation for Tenure Consideration

The fullest possible documentation should be made available to the tenure committee for each candidate to be considered. The responsibility for compiling and presenting the documents shall be taken by the Principal. The documentation should include the following:

(a) **The candidate's *curriculum vitae*.** The preparation of the *curriculum vitae* shall be the responsibility of the candidate with appropriate assistance and advice from the Principal. The *curriculum vitae* should be in four parts:

(i) The academic history of the candidate giving name, institution at which each degree was obtained together with the date obtained, titles of graduate theses and supervisors' names (where applicable), list of all teaching and research appointments held and other relevant experience quoting dates and institutions, any honours, prizes, etc. received since the first degree was obtained, the present appointment, and all other activities related to the candidate's work at Victoria University, the Toronto School of

Theology, or the University of Toronto. In addition there should be a list of all research or other grants obtained, together with the names of the granting agency, the date, the duration, and the amount of award.

(ii) A list of the candidate's scholarly and professional work including work published, completed but not yet published, in press, submitted for publication and in progress. This would include books, chapters in books, articles, and review articles written by the candidate and also any work in non-print media as well as the presentation of papers at meetings and symposia. In the case of work which has not yet been published, the candidate should give a brief account of the stage of progress reached at the time the list is prepared.

(iii) A list of all courses taught by the candidate. If the candidate has had major responsibility for the design of a course, this should be stated; a course outline and reading list and set of essay topics should be supplied, where these give evidence as to the candidate's ability in designing the course. A list of students supervised, indicating whether primary or sole supervision or else secondary or joint supervision, together with their thesis topics and the dates indicating the period of supervision for each candidate, should also be included.

(iv) A list of committees and organizations within Victoria University, the Toronto School of Theology, and/or the University of Toronto on which the candidate has served. The candidate may also include a similar list of committees and organizations outside the University together with the period of service and the candidate's function on them where those committees or organizations closely relate to the candidate's academic discipline or scholarly activities.

(b) **Assessment of the candidate's scholarly and professional accomplishments.** Copies of the work that the candidate has completed, or has nearly completed, should be given, or in the case of non-written work made known in appropriate form, to the Principal who should arrange for its assessment by specialists in the candidate's field. The candidate's written permission is required before unpublished work may be communicated outside the tenure committee. An internal assessment in accordance with the *Guidelines for the Assessment of Research, Scholarship and Creative Professional Activity* should be provided by the reading committee specified below, and additional internal assessments may be obtained from individual specialists.

Written specialist assessments of the candidate's work should also be obtained from outside Victoria University: the candidate should be invited to nominate several external referees, and the Principal should solicit letters of reference from at least one of them and from several additional specialists chosen by himself or herself in consultation with members of the candidate's discipline. In addition, members of the College and of the Toronto School of Theology and the University of Toronto, as appropriate, including students, may be invited to submit written opinions of the candidate's qualifications. All referees' letters should be submitted in confidence to the tenure committee.

(c) **Assessments of the candidate's teaching ability.** Written assessments of the candidate's teaching ability shall be prepared, in accordance with the *Guidelines*

*for the Evaluation of Teaching* developed by the College, and presented to the tenure committee.

Student opinion should be obtained about the candidate's teaching ability by objective course evaluation methods. As far as possible, such information should be gathered from all types of students who have been taught or supervised by the candidate: for example, those with a specialized interest in the discipline and those with only a general, service or complementary interest; those in specialized courses and those in more general courses; those in advanced or graduate years and those in first year. In addition, individual students should be asked to provide confidential assessments to the tenure committee. In all cases an attempt should be made to obtain sufficient evaluation so that individual biases will not be overemphasized.

(d) **Evaluations by internal committees.** The College shall establish internal reading and evaluation committees to assess and prepare written evaluations of material presented by candidates with respect to their scholarly and professional accomplishments and their teaching. Membership on such committees may be drawn from the College and from the Toronto School of Theology and the University of Toronto. Such committees may also gather and provide information concerning a candidate's qualifications with respect to any of the published criteria for the granting of tenure. There should be no formal recommendation, in favour of tenure or opposed to tenure, from any group in the College to the tenure committee.

### **5.3.5. Tenure Committees**

There shall be a tenure committee for each candidate appointed upon the recommendation of the Principal by the President, and consisting of the Principal of the College (as Chair), the Dean of the School of Graduate Studies or designate, a member of a cognate graduate department of the University of Toronto and four additional tenured faculty members from Emmanuel College and Victoria College, the appropriate department(s) of the Toronto School of Theology, and/or the University of Toronto. Normally a significant number of members shall come from the College of the candidate's appointment. The candidate shall be informed of the proposed membership and if there are significant reservations about the ability of any proposed member to make an informed and impartial decision, the candidate shall communicate his or her reservations in writing to the President. A recommendation to grant tenure must be approved by five of the seven voting members of the committee.

### **5.3.6. Procedures for Tenure Consideration**

(a) The Principal shall ensure that those members of the teaching staff who must be considered for tenure in the spring term of an academic year are identified in the previous September. Each such candidate should be informed that she or he will be considered for tenure and asked to prepare the documents listed in section 5.3.4 above. The Principal shall obtain the necessary appraisals of the candidate's work. A written summary of the evidence shall be communicated to the candidate, without identifying names of individuals or institutions. The candidate shall be invited to make an oral and/or written submission to the committee, if he or she so desires.

(b) The quorum of a tenure committee shall be the full membership. The candidate may appear before the committee at his or her request but shall not participate otherwise in the committee's deliberations. The meetings of each tenure

committee shall be held *in camera*. The members shall treat its information and its deliberations as confidential. Each tenure committee shall have the power to take only one of two possible decisions: to recommend that tenure be granted or that tenure be denied. A recommendation to grant tenure must be approved by at least five of the seven members of the committee. Voting is to be by written ballot. When the voting is concluded, the chair of the tenure committee will announce to the committee how each member of the committee voted, and the total number of votes for and against the granting of tenure. If there are more than two negative votes or abstentions, this constitutes a decision to recommend that tenure not be granted. The decision must be taken on the basis of the evidence available at the time of the meeting. Reasons for a proposed negative recommendation shall be given by the chair to the candidate who shall have an opportunity to respond to them, either orally or in writing, within fifteen days of notification. Thereafter, the committee shall meet again to make its final decision on the recommendation for communication to the President and shall prepare and adopt a statement of the reasons for the decision, and, in the case of a negative decision, a summary of the evidence. The summary of the evidence should be prepared in sufficient detail to enable the candidate to make a particular response to all of the significant components if he or she appeals the denial of tenure as set out in section 5.4 below. The chair of the tenure committee shall report its final decision and the reasons therefore to the President and shall inform the candidate of the committee's recommendation not later than April 15.

(c) The President shall inform the chair of the committee of his or her decision with respect to the committee's recommendations; the chair shall in turn inform the candidate.

(d) Where tenure has been denied the Principal should recommend to the President that the candidate be given a one or two-year terminal contract with no further provision for review.

(e) All recommendations to grant tenure for members of Emmanuel College shall be reported by the President to the Board of Regents for information.

#### **5.4. Appeals Against Denial of Tenure**

##### **5.4.1. Grounds for Appeal**

A candidate who has been denied tenure shall have the right to appeal on one or more of the following grounds:

(a) A significant irregularity or unfairness in the procedure followed by the tenure committee or in the selection of its members;

(b) Improper bias or motive on the part of any member of the tenure committee;

(c) Improper bias or motive on the part of any person whose opinion may have influenced materially the decision of the committee;

(d) The decision is one which, in the light of the evidence which was available or should have been available to the committee and the standards that should have been applied, was unreasonable.

##### **5.4.2. Procedure**

(a) A candidate shall give notice to the President of appeal against a denial of tenure within thirty days of receiving the decision of the tenure committee and shall specify in so doing the grounds on which the appeal is based.

(b) The President in consultation with the Chapter shall constitute a tenure appeal committee consisting of three members. The President shall appoint the Chair of the tenure appeal committee. The members shall be faculty members having tenure in the College, the Toronto School of Theology, and/or the University of Toronto, including one member from Victoria College; none of these members shall have participated in the original tenure decision.

(c) The committee shall hear evidence and argument from the candidate and other appropriate persons. The committee shall decide by majority vote.

(d) The committee shall have final authority to dismiss the appeal or to request the appointment of a second tenure committee by the President. The recommendation of the second tenure committee shall not be subject to appeal.

(e) In circumstances which it considers exceptional, the tenure appeals committee shall have the power to direct, in general terms, the composition of the second tenure committee. In the absence of such directions, the composition of the second tenure committee shall resemble that of the original tenure committee, but shall not include any member of the original committee. Notwithstanding this, with the agreement of the candidate and the tenure appeals committee, the Chair of the second tenure committee may be the same person as the Chair of the original tenure committee. The only exception to the composition of the second tenure committee resembling that of the original tenure committee shall be the requirement that the second tenure committee include at least one tenured professor from another university whose discipline is the same as that of the individual under review.

(f) The second tenure committee shall follow the procedures for tenure committees stipulated in section 5.3.6 above.

## **5.5. Termination of Tenured Appointments**

Termination by Victoria University of an appointment with tenure, shall occur only as established by the procedure outlined in section 5.5.1 below and only for adequate cause, which means, persistent neglect of duty, incompetence or gross misconduct.

### **5.5.1. Procedures Relating to Dismissal**

(a) When the Principal is convinced that cause for dismissal may exist, the Principal shall give notice of this to the President of Victoria University. Before the President makes any report to the Board of Regents, the procedures outlined below shall be initiated by him or her and carried out.

(b) Before any formal charges are laid or before a hearing is arranged, there shall be informal mediation through a meeting of the faculty member, the Principal, a senior

administrator, and a senior professor acceptable to both parties, and an attempt at a settlement shall be made.

(c) If such informal procedures fail, the faculty member shall be informed in writing by the President of the charges against him or her, and of the fact that a Hearing Committee will be set up to consider these charges. The charges shall be set out in sufficient detail to permit him or her to prepare a defence, and a reasonable period shall be allowed for this.

(d) The Hearing Committee shall be composed of three tenured professors of Victoria University and/or the University of Toronto and its federated institutions including the Toronto School of Theology and its members, each chosen jointly by the President of the University and the faculty member involved. If, after three weeks, agreement on the membership of the Hearing Committee has not been reached, the member involved and the President of the University shall each nominate a member to the Hearing Committee and these two nominees shall then select a third member. The Hearing Committee shall select its own chair. The Board of Regents and the member involved shall be entitled to legal representation.

(e) The member involved and the President shall be informed in writing of the time and place of the hearing and such notice shall contain a statement that if the party notified does not attend at the hearing, the Committee may proceed in his or her absence. In so doing, the Committee shall act in conformity with the relevant provisions of the Statutory Powers Procedure Act, R.S.O. 1990 as amended from time to time. The hearing shall commence within three weeks of the appointment of the Committee.

(f) Unless and until the Hearing Committee recommends that the member involved be dismissed, and the Board of Regents acts upon such recommendation from the President, the member shall retain his or her position in Victoria University and his or her salary, but may, at his or her own request, or the Principal's request, be relieved temporarily of duties.

(g) The Hearing Committee shall proceed to determine in accordance with the Statutory Powers Procedure Act whether there is misconduct and whether a ground for termination of appointment exists.

(h) Decision shall be by a majority vote of the Committee.

(i) If the Hearing Committee decides that a ground for termination of appointment exists, it shall so recommend to the President. If the Hearing Committee decides that a ground for termination does not exist but that misconduct has taken place, it may recommend one or more other lesser sanctions.

(j) A written decision shall be transmitted to the President by the chair of the Committee. The President shall not recommend dismissal to the Board of Regents except on the recommendation of such a committee, but he or she shall be free to veto a recommendation to dismiss, and to impose some other lesser sanctions. Where the Hearing Committee has found misconduct but no ground for termination and has recommended sanctions, the President may impose those or other sanctions.

(k) Within one week of receipt of the Committee's decision, the President shall send to the member involved a detailed statement indicating the findings of fact and the judgment of the Committee as to whether or not the charges are substantiated and, if substantiated, whether or not they constitute adequate cause for dismissal, or if not for dismissal for some other sanction.

(l) If the Committee finds the charges substantiated and serious enough to warrant dismissal, the member's salary and the University's contribution to pension may, at the sole discretion of the University, be continued for a defined period of time from the date of notification of dismissal.

(m) Subject to (j) above, the decision of a Hearing Committee shall be final and not open to appeal.

### **5.5.2. Resignation**

If a member of the teaching staff wishes to resign his or her appointment or to decline reappointment he or she shall give notice in writing, if possible, at least six months before the resignation is to take effect.

### **5.6. Contractually Limited Term Appointments**

(a) In conformity with Article 5.1 (c) of the Policy and Procedures on Academic Appointments, Tenure and Dismissal, full-time appointments at any rank may be made for contractually-limited terms normally of one, two or three years' duration which may be extended.

(b) In those instances where the circumstances warrant it, an initial appointment may be made for a period of up to five years.

(c) In no case may the term specified together with any subsequent extension exceed five years.

(d) Such a term appointment is for a specified period and does not involve a continuing commitment by the University beyond the term stated.

(e) Notice of extension or termination must be given by December 1 of the final appointment year.

(f) The procedures outlined in Article 5.2 of the Policy and Procedures on Academic Appointments, Tenure and Dismissal should be followed when making term appointments.

(g) A faculty member holding a contractually-limited term appointment may apply, in competition with other qualified candidates, for an appointment which carries tenure or for an appointment leading to consideration of tenure or for an appointment that is continuing. The time spent by the faculty member holding a contractually-limited term appointment will be taken into account in establishing the date for consideration of tenure, if the faculty member is given an appointment leading to the consideration of tenure or for continuing status. In such instances the faculty member and the College will agree on the manner of converting years of contractually-limited service to probationary years for tenure consideration.

(h) A copy of this policy will be given to each appointee at the time of initial appointment.

(i) At any time, the appointment may be terminated for cause, which means, incompetence, persistent neglect of duty or gross misconduct. Such termination shall be made only on the recommendation of a committee of inquiry appointed by the Principal with the approval of the President.

(j) A decision to terminate a contract may be appealed only if it is for cause. Appeals shall follow the Grievance Procedure set out in Article 12 of this Memorandum commencing at Step 3. Appeals must be made in writing within 15 days of notice of termination.

### **5.7. Teaching Stream Appointments: Lecturers and Senior Lecturers**

(a) The ranks of Lecturer and Senior Lecturer are to be held by faculty members whose duties normally consist of teaching students who are in degree programs, and related professional and administrative activities. Lecturers may have independent responsibility for designing and teaching courses or significant components of courses within the curriculum.

(b) The appointment procedures for Lecturers and Senior Lecturers should follow the policies and procedures set out in section 5.2 above, with the emphasis upon the candidate's capacity for teaching and related professional activities.

(c) Initial appointments should be at the rank of Lecturer except, in special circumstances, with the permission of the President.

(d) Appointments at the rank of Lecturer are normally annual but may be up to three years. Appointments may be renewed, although the University is under no obligation to do so, but no full-time Lecturer may serve at this rank for more than five years without the approval of the President. Such approval would be given only in exceptional circumstances. Notice of non-renewal must be given at least six months before the end of the contract.

(e) No later than October of the fifth year (or earlier at the request of the Lecturer and upon the recommendation of the Principal and with the permission of the President), a Lecturer's performance shall be reviewed and a recommendation made with respect to promotion to Senior Lecturer as of the following July. A negative recommendation will result in no further contracts beyond the then current contract.

(f) Performance will be assessed on teaching effectiveness and pedagogical/professional development related to teaching duties, in accordance with approved College *Guidelines for the Evaluation of Teaching*. Administrative service will be considered, where such service is related to teaching duties or to curricular and professional development.

(g) Promotion will be based on the performance criteria in (f) above. A positive recommendation will require the judgment of excellence in teaching and evidence of continued future pedagogical/professional development. The Lecturer's performance will be assessed by a promotions committee of faculty members struck for this purpose by the Principal: the committee will contain at least one Senior Lecturer from the College or from the University of Toronto or the Toronto School of Theology

preferably in a cognate area. The chair shall formally notify the Lecturer as to the individuals whom he or she intends to ask to serve on the promotions committee. If the Lecturer has reason to believe that any member of the committee cannot make his or her decision solely on the basis of the evidence available at the time of the promotions committee meeting, he or she should indicate this to the Principal. The Principal shall then formally notify the Lecturer of the final composition of the promotions committee and when the process of review, including assembling of documentation, is about to begin and when it will be completed. The Lecturer, with appropriate assistance and advice from the Principal will prepare a dossier in accordance with College practice for submission to the promotions committee. Recommendation for promotion must be made by the Principal to the President and requires the approval of the Board. A negative recommendation may be appealed following the Grievance Procedure set out on Article 12 of the Memorandum of Agreement, commencing at Step 3.

(h) Senior Lecturers hold continuing appointments in the University. A continuing appointment provides a safeguard for free enquiry and discussion, the exercise of critical capacities, honest judgment, and independent criticism of matters both outside and within the University. It entails acceptance by a member of the University of the obligation to perform his or her functions as a member of the faculty. The performance of a Senior Lecturer shall be reviewed annually in accordance with normal divisional practice for all faculty.

(i) At any time, the appointment of a Lecturer or a Senior Lecturer may be terminated for cause, including incompetence, persistent neglect of duty or gross misconduct. Such termination shall be made only on the recommendation of a committee of inquiry appointed by the Principal with the approval of the President.

(j) A decision to terminate a contract may be appealed only if it is for cause. Appeals shall follow the Grievance Procedure set out in Article 12 of the Memorandum of Agreement, commencing at Step 3. Appeals must be made in writing by the Lecturer or Senior Lecturer within fifteen working days of receipt of a written statement of reasons for termination.

(k) The appointment of a Senior Lecturer may be terminated without fault or cause by reason of institutional priorities which may include program or curricular change as determined in a multi-year academic plan approved by the President.

(l) Termination under (k) will take place only if the President determines that the University cannot offer equivalent alternative employment for the Senior Lecturer. In making a determination about alternative employment, the President will chair a committee of three members, including the Principal, with the other member chosen in consultation with the Chapter. Termination under (k) requires due notice or pay in lieu and severance payment upon a schedule agreed upon from time to time.

## **5.8. Part-time Academic Appointments**

A part-time appointment is one that does not exceed 75 per cent of full-time employment. When an appointment is considered to be part-time, the fraction of time for which the individual is to be appointed shall be computed on the basis of the expected workload of the individual divided by the workload of a comparable full-time member of the academic staff over the period of employment. Part-time appointments may be annual or multi-year.

- (a) Normally, initial appointment at all part-time ranks shall be up to one year's length in duration.
- (b) Appointments may be made to any approved academic rank on a part-time basis. The range of duties of part-time faculty members in any academic rank shall be similar to the range of duties of full-time faculty members in the same rank, subject to section (i) below.
- (c) After three successive annual part-time appointments, a faculty member may, at the discretion of the Principal and with the approval of the President, be considered for a three-year contract.
- (d) The faculty member being considered for a three-year contract must be reviewed by December 31 during his or her third annual contract. In the case of professorial faculty members, this review shall be the same as the probationary review for Assistant Professors set out in Article 5.3.3.c (iii) above in the Policy and Procedures on Academic Appointments, Tenure and Dismissal. Analogous procedures shall be used for those in the teaching stream, with performance criteria appropriate to the duties of this rank.
- (e) A faculty member who holds a three-year contract may be eligible for a renewal of the contract at the discretion of the Principal and with the approval of the President, and after review. The review shall be held in the third year of the contract before December 31, and shall be the same as the review specified in section (d) above. A professorial faculty member shall be expected to have demonstrated continued effectiveness in teaching, and to have made additional achievements in research or creative professional activity. A member of the teaching stream shall be expected to have demonstrated continued effectiveness in teaching and in pedagogical and professional development. The faculty member shall be notified before December 31 regarding renewal of the contract.
- (f) A faculty member may request consideration for promotion normally at the review specified in (e) above, or earlier with the approval of the Principal and the President. Promotion to a higher rank such as Associate Professor or Senior Lecturer normally shall be accompanied by a recommendation for a three-year contract, renewable as in (e) above.
- (g) The criteria for promotion through the ranks shall be the same as for full-time faculty members, with an appropriately reduced expectation as to the quantity of work. Promotion procedures for professorial staff are set out in the Policy on Promotion in Article 6 below. For members in the teaching stream, the procedures are set out in Article 5.7 (e) above in the Policy on Teaching Stream Appointments.
- (h) All part-time faculty members shall be eligible for participation in the pension plan according to present policy. In addition, faculty members holding part-time appointments shall be eligible for other benefits on a pro-rated basis, and for merit increases after one year.
- (i) Faculty members appointed on an annual contract or less, or holding appointments of less than 50%, shall not be expected to participate in administrative activities unless agreed to with the Principal. For those individuals on a three year term contract

involving an appointment greater than 50%, a proportionately reduced contribution shall be expected.

(j) A part-time member on 50% or greater appointment shall be entitled to apply for research and study leave of twelve months at 82.5% salary after every six years of service at Victoria University. Such research and study leave shall not be unreasonably denied. Leave will normally commence on July 1. As an alternative, a part-time faculty member on 50% or greater appointment shall be entitled to apply for research and study leave of six months at full salary after every six years of service at Victoria University. Such research and study leave shall not be unreasonably denied. Leave may commence on July 1 or January 1, subject to the approval of the Principal. In cases where the percentage appointment has varied over the years of service, the average percentage of full-time equivalence over that period will be used to calculate the leave salary.

(k) Individuals currently holding a tenured full-time position may, with the agreement of the Principal and the approval of the President, change to a tenured position part-time. Alteration of this situation may occur only with the consent of all parties. There shall be no upper or lower limit to the percentage of part-time employment which could carry tenured status for full-time tenured academic staff moving to part-time.

(l) Individuals holding an appointment as Senior Lecturer may, with the agreement of the Principal and the approval of the President, change to a part-time position. Alteration of this situation may occur only with the consent of all parties. There shall be no upper or lower limit to the percentage of part-time employment which could carry continuing status for full-time Senior Lecturers moving to part-time.

(m) Grievance procedures for part-time faculty members shall be the same as for comparable full-time faculty members. It should be noted that in the case of an annual appointment, which may or may not be renewed at the discretion of the department, there can be no ground for appeal if the appointment is not renewed, as the faculty member should not expect continuation of the appointment.

(n) At any time, the appointment may be terminated for cause, including incompetence, persistent neglect of duty or gross misconduct. Such termination shall be made only on the recommendation of a committee of inquiry appointed by the Principal with the approval of the President.

(o) A decision to terminate a contract may be appealed only if it is for cause. Appeals shall follow the Grievance Procedure set out in Article 12 of this Memorandum commencing at Step 3. Appeals must be made in writing within 15 days of notice of termination.

## **Article 6: Policy and Procedures Governing Promotions in Victoria University**

### **6.1 Introduction**

The Victoria University policy with respect to academic promotions is set out in the following paragraphs.

The awarding by the University of a given rank confers a status which, in a general way, is acknowledged and respected both inside and outside the academic community. The

qualifications for the rank should be protected in order that the status not be regarded as empty, once attained. These considerations require that diversity in promotion practices at Victoria University be kept within reasonable limits. The policy herein includes sufficiently broad criteria to allow a College to bring into play, in the assessment of its faculty, attributes which it considers particularly relevant for the performance of the College's own academic role.

In general terms the goal is to ensure, as far as is possible in a diverse community, that persons of a given rank may fairly be taken to possess certain attributes in common although not necessarily always in the same proportions. In what follows, these attributes, and how the promotion process can be structured to safeguard the interests of both the individual faculty member and the University community, are discussed.

Individual promotion decisions should not be influenced by preconceptions about a desirable pattern of rank distribution.

This policy on promotions applies to both full and part-time academic staff.

## **6.2 Criteria For Promotion And Their Assessment**

### **6.2.1. Professor**

Promotion to Professor will be granted on the basis of the criteria outlined more fully below in sections 6.2.5, 6.2.6, and 6.2.7. The greatest weight will be given to scholarly achievement or, where appropriate, creative professional work, and to high quality in teaching. The successful candidate for promotion will be expected to have established a wide reputation in his or her field of interest, to be deeply engaged in scholarly and/or professional work, and to have shown himself or herself to be an effective teacher. These are the main criteria. However, either excellent teaching alone or excellent scholarship alone, sustained over many years, could also in itself justify eventual promotion to the rank of Professor. Administrative or other service to the University and related activities will be taken into account in assessing candidates for promotion but given less weight than the main criteria: promotion will not be based primarily on such service. Promotion to Professor is not automatic, but it is expected that the majority of full-time tenured faculty at this University will continue to attain this rank.

### **6.2.2. Associate Professor**

The same criteria apply to the promotion from Assistant Professor to Associate Professor, with a lesser level of accomplishment to be expected. Because the criteria for the granting of tenure and promotion to Associate Professor are so similar, the granting of tenure should be accompanied by promotion to Associate Professor. The only exception to this policy is promotion to Associate Professor prior to the tenure decision. Proposals for promotion to Associate Professor prior to the tenure decision should be approved only in exceptional circumstances and must be justified in writing to the Principal and the President. For promotion to Associate Professor not linked with a tenure decision the procedures followed should be those outlined below for promotion to Professor in order to ensure an equivalent level of assessment of a candidate's abilities.

### **6.2.3. Assistant Professor**

Promotions from Assistant Professor (Conditional) to Assistant Professor are covered by section 5.3.3.(c)(ii) of Article 5 above, the Policy on Academic Appointments, Tenure and Dismissal.

#### **6.2.4. Promotion Criteria**

Promotion decisions will be based on the candidate's accomplishments in scholarship, teaching and service to the University. These criteria are discussed below in sections 6.2.5, 6.2.6, and 6.2.7. When a member of the teaching staff is or has been cross-appointed, assessments should be sought from all of the divisions in which he or she has taught, and should be taken fully into account by the Promotions Committee.

#### **6.2.5. Scholarly Activities**

(a) Scholarly activities to be considered in promotion decisions include research and certain kinds of professional or creative activity. Successful research leads to the advancement of knowledge through contributions of an original nature. It is expected that it will be communicated through the publication of books, articles, papers, reviews and other scholarly works. Creative work in professional and related fields may be expressed in other ways. In every case, evidence of originality and importance to the field is sought. The candidate's work will be assessed in light of the College's approved *Guidelines for the Assessment of Research, Scholarship, and Creative Professional Activity* (see section 5.3.2.(a) of the Policy on Academic Appointments, Tenure and Dismissal).

(b) To assess his or her scholarly activity, the candidate's publications or other evidence must be evaluated. The evidence of scholarship will be listed in the candidate's *curriculum vitae* (see 6.2.8 below). The candidate is responsible for providing copies of his or her published work, and giving information about non-written work in an appropriate form, to the Principal, who should arrange for its assessment by specialists in the candidate's field. The candidate may choose to provide unpublished work and work in progress for consideration but such work will not be communicated without the candidate's permission to those not involved within the University in the promotion decision. Confidential written assessments of the candidate's work should be obtained from specialists in the candidate's field from outside the University and whenever possible from inside the University. The candidate will be invited to nominate several external referees. The Principal and the Promotions Committee (see below, section 6.3.3) will add to the list of referees. The Principal will solicit letters from at least five external referees and normally these should include at least one referee suggested by the candidate and one referee suggested by the Promotions Committee. The external referees will be asked to compare the candidate's contribution to those of persons at a comparable stage in their careers. All referees' letters will be transmitted to the Promotions Committee and held in confidence by its members.

#### **6.2.6. Teaching**

(a) Teaching includes lecturing, activity in seminars and tutorials, individual and group discussion, supervising, student professional development, and any other means by which students derive educational benefit. Teaching effectiveness is demonstrated by the degree to which the candidate for promotion is able to stimulate and challenge the intellectual and professional ability of students, to communicate academic material effectively, and to maintain a mastery of his or her subject areas. It also involves

maintaining accessibility to students, and the ability to influence their intellectual, scholarly, and professional development.

(b) Written assessments of the candidate's teaching effectiveness will be prepared in accordance with the College's approved *Guidelines for the Evaluation of Teaching* (see section 5.3.2 (b) of the Policy on Academic Appointments, Tenure and Dismissal), and presented to the Promotions Committee. Student opinion about the candidate's teaching effectiveness should be obtained by objective course evaluation methods, and as far as possible, over a number of years of the candidate's teaching career and from students who have been taught or supervised by the candidate. Other methods of teaching evaluation may include: assessment of the candidate's performance in lectures or seminars by colleagues who have observed the candidate's teaching, for example in a shared course; external references concerning teaching at other institutions; course material and examinations, and the calibre of theses supervised by the candidate. When the opinions of colleagues are sought, they will be presented through formal, written assessments. In all cases, an attempt will be made to obtain a sufficient number of opinions so that individual biases will be minimized. The candidate is expected to provide evidence concerning his or her teaching, such as course outlines for which he or she was responsible, reading lists, essay topics, and handouts.

#### **6.2.7. Service to the University and Similar Activities**

(a) Service to the University means primarily service to Victoria University and its federated and affiliated institutions, including administrative or committee work within Victoria University, the Toronto School of Theology, or the University of Toronto. Consideration will also be given to activities outside the University which further the scholarly and educational goals of the University, as outlined in the College's approved *Guidelines for the Assessment of Creative Professional Activity*. Outside activities are not meant to include general service to the community unrelated to the candidate's scholarly or teaching activities.

b) When appropriate, written assessments of the candidate's service to the University and its federated or affiliated divisions and to learned societies or professional associations which relate to the candidate's academic discipline and scholarly or professional activities will be prepared and presented to the Promotions Committee. When a candidate for promotion is or has been cross-appointed, assessments will be sought from all of the divisions in which the candidate has served and should be taken fully into account by the Promotions Committee.

#### **6.2.8. Documentation**

The fullest possible documentation should be made available to the Promotion Committee for each candidate to be given detailed consideration. The responsibility for assembling the documents will be taken by the Principal.

The preparation of a *curriculum vitae* will be the responsibility of the candidate. The *curriculum vitae* should contain the information set out in section 5.3.4 (a) of the Policy on Academic Appointments, Tenure and Dismissal, above.

### **6.3. Procedure**

**6.3.1.** Initiation of the promotional review of an academic staff member will be the responsibility of the College in which the individual holds his or her major appointment, though the individual

may request consideration at his or her own initiative (see section 6.3.5. below). The Principal must ensure that a Promotions Committee is established and consulted as described below.

**6.3.2.** The College will maintain a *curriculum vitae* file for each faculty member who has a continuing appointment. The Principal should remind faculty members to revise their *curricula vitae* annually. It is thus a joint responsibility of the Principal and the faculty member to ensure that this file is kept current. A faculty member may revise his or her *curriculum vitae* at any time.

**6.3.3.** (a) The Promotions Committee will consist of no fewer than five faculty members. A committee member who is being considered for promotion will withdraw from that part of any meeting in which he or she is being discussed. The membership of the Promotions Committee will be made known to the faculty members of the College and where possible should change in membership over the years. The deliberations of the Committee, and the appraisals presented to it, will remain confidential.

(b) Candidates for promotion in a College will be considered by a College Promotions Committee whose chair shall be the Principal of the College. The Committee shall include no fewer than five members, of whom at least one shall be selected from the faculty members of the College, at least one from the appropriate department in the Toronto School of Theology or in the University of Toronto, and where possible, at least one from the among the faculty members of Victoria College. The President shall appoint a non-voting assessor to the Promotions Committee from outside the College.

**6.3.4.** Each year the Principal will place before the members of the Promotions Committee for preliminary consideration the names of all Associate Professors in the Department, together with their *curricula vitae*. Where the members of the Committee so choose, they will advise the Principal as to which faculty members should receive more detailed consideration for promotion.

**6.3.5.** Associate Professors may request that they be considered for promotion in any given year. Such requests are to be made in writing to the Principal on or before October 15 of the calendar year preceding the possible promotion. In this case, the Promotions Committee is obliged to give the faculty member detailed consideration along with any other candidates under consideration.

**6.3.6.** When a candidate is to receive detailed consideration for promotion, it is the responsibility of the Principal to solicit appraisals and assemble information as described in sections 6.2.5 (b), 6.2.6 (b) and 6.2.7 (b). At the time that appraisals are solicited from external referees, the Principal will provide the President with a list of external referees.

**6.3.7.** Each candidate who was given detailed consideration by the College Promotions Committee will be informed by the Principal of the recommendation in his or her case. Candidates who received detailed consideration and who were not recommended for promotion will be given the reasons. If the Principal did not accept a positive recommendation from the Promotions Committee, the candidate shall be informed of this fact. Any substantial disagreement within the promotions committee concerning the recommendation forwarded from the committee will also be reported to the President.

**6.3.8.** Recommendations for promotion which have been approved by the College Promotions Committee will be reviewed by the President. Where the President approves the recommendation, the President shall inform the candidate and the Board of Regents. Where the President does not approve the recommendation, the candidate may appeal the President's decision, as set out below in section 6.4.

## **6.4. Appeal Procedures**

**6.4.1.** Appeals against the denial of promotion may be launched on either or both of two grounds: (a) that the Procedures described in this document have not been properly followed, or (b) that the scholarship, teaching and service of the candidate have not been evaluated fully or fairly.

**6.4.2.** Appeals against the denial of promotion will follow the Grievance Procedure set forth in Article 12 of this Memorandum except as follows: at Step 2 and Step 3, the Principal and the President respectively will have thirty (30) working-days to notify the grievor in writing of the decision; if a grievance which involves promotion contains issues other than promotion, these other issues will also be subject to the time limit of 30 working-days at both levels. Appeals against the denial of promotion at the college level will commence at Step 2; and those against denial at the presidential level at Step 4.

## **Article 7: Workloads and Working Conditions**

The Board agrees that no faculty member shall be expected to carry out duties and have a workload unreasonably in excess of those applicable to other faculty members within the College to which such faculty member belongs. In the interest of research and scholarship, faculty members shall not be required to teach formally scheduled courses for more than two terms, normally fall and spring, in any academic year.

The Board agrees to continue to use its best efforts to ensure that there is an adequate level of support for faculty members relating to working conditions and equitable distribution of support among members of the same College.

## **Article 8: Salaries and Benefits**

(a) The salary structure for professorial and teaching stream ranks and librarians at Victoria University shall be comparable to the salary structure at the University of Toronto. This structure sets out the minimum salary and, where appropriate, the maximum salary for each academic rank,

(b) Annual across-the-board increments shall be identical to the increases negotiated between the University of Toronto and the University of Toronto Faculty Association, unless otherwise agreed between the Chapter and the Board, following the procedure set out in (h) and (i) below.

(c) Benefits, including pension benefits, shall be comparable to those negotiated between the University of Toronto and the University of Toronto Faculty Association, unless otherwise agreed between the Chapter and the Board, following the procedures set out in (h) and (i) below.

(d) There shall be a merit / progress through the ranks scheme for faculty members and librarians at Victoria University comparable to the scheme negotiated between the University of Toronto and the University of Toronto Faculty Association, unless otherwise agreed between the Chapter and the Board, following the procedures set out in (h) and (i) below.

(e) The criteria for merit awards shall reflect the duties and responsibilities of faculty members and librarians as set out in this Memorandum above in Article 3, Academic Freedom and Responsibilities, and in the respective *Guidelines*. The relative weightings of these criteria for individual faculty or librarians shall be developed by the Principal or Chief Librarian, after consultation with the individual faculty member or librarian and in each case reported to the President.

(f) Merit awards are recommended by the Principal or Chief Librarian to the President, following procedures made known to the College or library.

(g) Should a dispute about a merit award arise, the Principal or Chief Librarian and President should endeavour to find a timely process of resolution acceptable to the faculty member or librarian. If the dispute is not resolved informally within thirty working days, the faculty member or librarian may elect to file a formal grievance at Step 2 under Article 12 of this Memorandum.

(h) Should the Board wish to seek changes in any of the terms and conditions for employment of professorial and teaching stream ranks and/or librarians, as described in (a), (b), (c) or (d) above, that differ from the terms and conditions of employment most recently negotiated between the University of Toronto and the University of Toronto Faculty Association, the Board, through its secretary, should notify the secretary of the Chapter in writing of its intention to initiate negotiations through the Joint Committee.

(i) In the event of such a request, the Board agrees to provide the Chapter such documents as may be necessary for the negotiation of salaries and benefits pursuant to this Memorandum. This shall include without limiting the generality of the foregoing: University financial reports and audits; the University budget, budget estimates and allocations relating to academic staff and librarians provided to the Budget Committee; University—wide salary analyses; age, rank and salary profiles; staff benefits costs; actuarial reviews of the University pension plan; and all other relevant documents requested by the Chapter. Such documentation should be promised, and delivered speedily thereafter, as part of the written notification to initiate negotiations about the terms and conditions of employment of professorial and/or teaching stream ranks and/or librarians.

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

It is understood that this section of Article 8 shall not be construed to require the University (a) to compile information and statistics in a particular form if such data are not already compiled in the form requested or (b) to provide any information about the terms of employment relating to any individual.

## **8.1 Retirement**

(a) There is no mandatory age of retirement for faculty and librarians at Victoria University.

(b) Nevertheless, for descriptive purposes the normal date of retirement for faculty and librarians is understood to be July 1 coincident with or following the 65<sup>th</sup> birthday.

(c) There shall be options for early retirement for faculty and librarians before the normal date of retirement.

## **Article 9: Leaves**

### **9.1. Research and Study Leave**

Victoria University maintains a policy of research leave intended for academic study, research, writing and creative professional development which provides means for faculty members to increase their knowledge, further their research and scholarship, stimulate their intellectual interests, and strengthen their contacts with the community of scholars, thus enhancing their contributions to the research and teaching activities of the University.

Research leave shall be regulated by the following principles:

(a) A faculty member on 50 percent or greater appointment shall be entitled to apply for research leave of twelve (12) months at eighty-two and one-half (82.5) percent salary after every six years of service at Victoria University. Such leave shall not be unreasonably denied. Research leave normally will commence on July 1.

(b) As an alternative, each faculty member on 50 percent or greater appointment shall be entitled to apply for research leave of six months at full salary, after the same period of service. Such leave shall not be unreasonably denied. Such leave may commence either July 1 or January 1, subject to the approval of his or her Principal.

(c) As an alternative and subsequent to the leave in (a) or (b) above and where the College's teaching program permits, each faculty member on a 50 percent or greater appointment shall be entitled to apply for research or study leave for a six month period (from July 1 to December 31 or January 1 to June 30) after every three years of service at 82.5 percent salary. Such leave shall not be unreasonably denied.

(d) A faculty member who is entitled to apply for a research leave under (a) above, may request that he or she defer the leave by up to one year. Such request shall not be unreasonably denied; and, where the request has been granted, the period of time between the date on which the leave would have commenced in the absence of the deferment and the actual date on which the leave commences, to a maximum of one year, shall be credited as "service to the University" for purposes of calculating the faculty member's accrued service in respect of the faculty member's next research and study leave application.

(e) The research leave allowance to which such faculty member is entitled may be paid in part as a research grant, made in accordance with University policy for awarding research grants. In appropriate circumstances the schedule of payments of research leave allowances shall be at the discretion of the faculty member concerned.

(f) Faculty members on research leave shall be entitled to salary increases and consideration for promotion on the same basis as all other faculty members. Staff benefits will continue on the same basis.

(g) A faculty member who wishes to take research leave shall request such leave in writing from his or her Principal no later than October 31 of the academic year preceding. Every request for research leave requires the approval of the President. Normally the response in principle to the request should be given by December 31 and confirmed by March 31 of the academic year preceding. Such requests may be withdrawn up to three months prior to the academic year in which the leave is to be taken. Afterwards, they can be withdrawn only with the consent of the Principal and President. However, this consent shall not be unreasonably denied, particularly in cases where the circumstances are beyond the control of the individual.

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

## **9.2. Maternity, Parental and Family Leaves**

Faculty members and librarians at Victoria University shall have policies jointly agreed upon by the University and the Chapter on Maternity Leave, Parental Leave, and Family Leave. Continuous child care responsibilities, or similar family obligations, shall be considered reasonable grounds for a faculty member or librarian to request a part-time appointment on a temporary basis at the appropriate pro rata salary; such a request shall not be unreasonably denied.

## **9.3. Short-term Compassionate and Emergency Leave**

A faculty member or librarian may arrange short-term compassionate or emergency leave with the Principal or Chief Librarian with no loss of salary or benefits. Requests for such leaves shall not be unreasonably denied

## **9.4. Short-term and Long-term Disability**

Victoria University has provisions for both short-term and long-term disability leave. All faculty members and librarians must belong to the long-term disability insurance plan.

## **9.5. Leaves of Absence without Pay**

Leave of absence without pay may be agreed upon by Victoria University and a faculty member or librarian at any time. Leave of absence shall be approved by the President on the recommendation of the Principal or the Chief Librarian. Requests for leave of absence without pay shall not be unreasonably denied by the University. Leave of absence without pay shall not normally exceed three consecutive years.

## **9.6. Benefits while on Leave**

Faculty members or librarians on leave of absence receiving twenty-five (25) percent of salary or more shall be entitled to full participation in University benefit plans in accordance with present practice. A faculty member or librarian on leave without pay (or who receives less than 25 percent of salary) may maintain membership in the University benefit plans in accordance with present practice. In either case the faculty member or librarian shall

be responsible for the employer and employee contributions beyond the percentage of appointment unless the leave is taken under Article 9.1 Research and Study Leave.

## **Article 10: Conflict of Interest**

### **10.1. Preamble**

Faculty members and librarians at Victoria University are committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. While the pattern of a faculty member's teaching, research (which includes both scholarly and creative professional activity), and service to the University may vary from individual to individual, these three activities constitute a faculty member's principal responsibilities, except where a faculty member has been appointed to a teaching stream academic position in which teaching and service only are the principal responsibilities. While the pattern of a librarian's research (which includes both scholarly and creative professional activity) and service to the University may vary from individual to individual, these activities constitute a librarian's principal responsibilities. A full-time academic or librarian appointment entails a year-round commitment to these responsibilities, unless the individual faculty member or librarian has a written agreement with the University to the contrary.

It is often intrinsic to this commitment that faculty members or librarians will engage in professional activities from which they may derive supplementary income. These activities represent an important mechanism for disseminating the knowledge and expertise of faculty members or librarians to the community and for contributing to the faculty members' and students' or librarians' intellectual and professional development.

The freedom that faculty members and librarians properly enjoy to engage in these activities and to earn supplementary income means that, on occasion, their personal interests might seem to conflict with those of the University. All faculty members and librarians have an obligation to report and discuss with the person to whom they report all real or apparent significant conflicts of interest; that is, all conflicts that the faculty member or librarian believes -- or an objective observer would believe -- to be significant. The purpose of this Policy is, therefore, to set out what constitutes a conflict of interest, to describe the procedures to be followed when faculty members or librarians engage in professional work from which they derive supplementary income, and to establish procedures for other situations which could give rise to an apparent conflict of interest.

### **10.2. Conflict Of Interest**

No faculty member or librarian shall engage in activities which create for that faculty member or librarian a conflict of interest as defined in this Policy; however, where approval of an activity has been sought and received from the Principal or Chief Librarian and the President, the activity shall be deemed not to be a conflict of interest.

### **10.3. Definitions**

#### **10.3.1 Academic Year**

"Academic Year" means the period from July 1 of any calendar year to June 30 of the following calendar year.

#### **10.3.2. Conflict of Interest**

A conflict of interest exists when:

- (a) a faculty member's or librarian's paid professional activities undermine rather than enhance the faculty member's or librarian's ability to meet the faculty member's or librarian's responsibilities to the University; or
- (b) a faculty member's or librarian's non-professional activities which are engaged in for personal gain undermine rather than enhance the faculty member's or librarian's ability to meet the faculty member's or librarian's responsibilities to the University; or
- (c) a faculty member's or librarian's personal or financial interest conflicts with the faculty member's or librarian's responsibilities to the University.

#### **10.3.4. Principal or Supervisor**

In this policy, "Principal" refers to the academic administrator of Emmanuel College and "supervisor" means the person to whom a librarian normally reports. Where the activities of the Principal or Chief Librarian are concerned, the President is the person to whom the Principal or the Chief Librarian reports under this Policy.

#### **10.3.5. Gifts**

"Gifts" includes not only articles of value, but also includes, and is not limited to, travel, accommodation, extravagant meals, and the like, including those that might be provided by commercial external sponsors of continuing education programs or conferences in which the faculty member or librarian is playing no role other than that of an attendee, or by external organizations which offer products or services related to the faculty member's or librarian's profession in situations in which the faculty member or librarian may be in a position to influence others to use the external organization's products or services.

#### **10.3.6. Paid Professional Activity**

A paid professional activity is an activity funded by sources other than the University which (1) arises from the faculty member's or librarian's academic position and expertise, and (2) confers a financial benefit.

#### **10.3.7. Major Paid Professional Activity**

A paid professional activity is a major paid professional activity if it involves:

- (a) teaching for remuneration outside the University, other than occasional lectures, whether at another academic institution or for a professional development program; or working as a librarian outside the University; or work which requires a librarian to be engaged in that work during the librarian's normal working hours, or
- (b) a paid commitment to any individual project totaling more than 20 days in an academic year; or
- (c) any combination of paid professional activities that is likely to exceed 45 days during an academic year.

#### **10.3.8. Minor Paid Professional Activity**

A minor paid professional activity is any paid professional activity that is not a major one but which, nevertheless, involves more than a minimal amount of the faculty member's or librarian's time.

#### **10. 4. Activities Requiring Prior Approval**

The following activities require the prior written approval of the person to whom the faculty member or librarian reports:

- (a) All major paid professional activities;
- (b) The use of University facilities, supplies, University support staff, or students whenever privately undertaken work or work of a paid professional activity entails more than trivial use of those facilities, supplies, support staff or students.
- (c) Where the funds involved are administered by the University, the hiring, supervising, or evaluating of, purchasing from, selling to, engaging in any commercial transaction with, or conferring or denying any financial or commercial benefit on any member of the faculty member's or librarian's immediate family or a person with whom there exists, or has recently existed, an intimate personal relationship;
- (d) The academic evaluation of, or the conferring or denying of any academic or administrative benefit on any member of the faculty member's or librarian's immediate family or a person with whom there exists, or has recently existed, an intimate personal relationship; and
- (e) Where the funds involved are administered by the University, any research undertaken by a faculty member or librarian for a company or organization in which a significant financial interest is held by the faculty member or librarian, any member of the faculty member's or librarian's immediate family, or any person with whom there exists, or has recently existed, an intimate personal relationship.

#### **10.5. The Approvals Process**

##### **10.5.1. Major Paid Professional Activities**

- (a) The request for approval of a major paid professional activity shall be made in writing to the person to whom the faculty member or librarian reports and shall specify:
  - (i) the category or type of client;
  - (ii) the nature of the work;
  - (iii) an estimate of the time required to perform the work;
  - (iv) the extent, if any, of the use of University facilities, supplies, support staff or students;
  - (v) any other major paid professional activities that have already been approved in that year or which are continuing from an earlier year; and
  - (vi) the impact the activity will have on the faculty member's teaching, research, and service responsibilities or on the librarian's normal responsibilities.
  
- (b) In exceptional circumstances and with the written approval of the President, the Principal or the librarian's supervisor may require that the identity of the client and any pertinent financial details of any specific activity be revealed by the faculty member to the Principal or by the librarian to the supervisor on a strictly confidential basis. However, nothing in this clause authorizes the President, Principal or librarian's supervisor to require that a faculty member or librarian identify a client or provide any information where to do so would violate a confidence that the faculty member or librarian is legally or professionally required to maintain.

(c) The Principal or the librarian's supervisor shall evaluate the request in light of the extent to which the activity will undermine rather than enhance the teaching, research, and service responsibilities of the faculty member or the librarian's normal responsibilities, while at the same time recognizing that faculty members and librarians are not to be discouraged from nor unduly restricted in this sort of activity, as it represents an important mechanism for disseminating the knowledge and expertise of faculty members or librarians to the community and for contributing to the faculty member's or librarian's intellectual and professional development.

(d) In evaluating the request, the Principal or the librarian's supervisor may seek the advice of an advisory committee, although information received under 5(b), above, may not be revealed by the Principal or supervisor to anyone, including members of any advisory committee. Members of such a committee shall be directed by the Principal or supervisor to comply strictly with the rule on confidentiality set out in section 10.13, below.

(e) The Principal or librarian's supervisor shall consider the request for approval as soon as possible and shall render a decision in writing within 10 days. The decision must, of course, reflect consistency of treatment among the faculty members in the College or among librarians in the division or department.

(f) If it is advisable for a faculty member or librarian to be permitted to undertake a major paid professional activity that would undermine the meeting of the faculty member's or librarian's primary obligations and responsibilities, the Principal or librarian's supervisor may require in granting approval that the faculty member or librarian take full or partial released time without pay; moreover, if a faculty member or librarian wishes to continue such activity indefinitely, the faculty member or librarian may be required to relinquish his or her status as a full-time appointee.

(g) If approval is denied, the faculty member or librarian shall be provided with the reasons for the denial in the letter of denial. The reasons for the denial shall be expressed in the same terms as the evaluation criteria set out in 10.5.1.(c), above.

#### **10.5.2. Use of University Resources**

(a) A faculty member or librarian who wishes to carry out any of the activities listed in 10.4(b), above, shall make a request to do so in writing to the person to whom the faculty member or librarian reports. The request shall outline the nature of the use to be made of the facilities, supplies, support staff, or students.

(b) The Principal or supervisor shall evaluate the request in light of the extent to which the request can be accommodated without interfering with work being carried out by others as part of their University work.

(c) The Principal or supervisor shall consider the request for approval as soon as possible and shall render a decision in writing within 10 days.

(d) Absent exceptional circumstances, the Principal or supervisor shall require payment to the University by the faculty member or librarian for the use of the facilities, supplies, or support staff, but only to the extent of the actual cost, including overhead, to the University of the use of the facilities, supplies, support staff, or students.

### **10.5.3. Dealings With Family Members**

(a) A faculty member or librarian who wishes to carry out any of the activities listed in 10.4(c) or (d), above, shall request permission to do so in writing from the person to whom the faculty member or librarian reports. The request shall set out the activity to be carried out and shall indicate why it is desirable for the activity to be carried out, despite the apparent conflict of interest.

(b) The Principal or supervisor shall evaluate the request having regard to the extent to which special procedures could be instituted in the particular circumstances which would ameliorate the effects of the conflict of interest.

(c) The Principal or supervisor shall consider the request for approval as soon as possible and shall render a decision in writing within 10 days.

### **10.5.4. Research in Which the Faculty Member or Librarian has a Financial Interest**

(a) A faculty member or librarian who wishes to carry out University-administered research as described in 10.4.(e), above, shall request permission to do so in writing from the person to whom the faculty member or librarian reports. The request shall specify the nature of the research and the extent of the interest held in the company or organization for which the research is to be done by the faculty member or librarian or the faculty member's or librarian's immediate family or person with whom there exists or has recently existed an intimate relationship.

(b) The Principal or supervisor shall consider the request for approval as soon as possible and shall render a decision in writing within 10 days.

### **10.6. Conflict Of Interest For Supervisor**

If the person to whom reports are normally made has a personal interest in the matter to be discussed or approved, that supervisor shall refer the matter in writing to the person at the next higher level of authority, who shall respond in writing within 10 days.

### **10.7. Activities Requiring Disclosure**

If a faculty member or librarian has recently received or is receiving supplementary income from a company, or if the faculty member or librarian, any member of the faculty member's or librarian's immediate family, or a person with whom there exists, or has recently existed, an intimate personal relationship has a significant financial interest in a company, the faculty member or librarian must disclose the nature of the involvement with the company in any situation in which the faculty member or librarian is in a position to influence whether or not University funds will be used to purchase goods and services from that company or where the company may otherwise receive some benefit from the University.

### **10. 8. Sources Of Support For Research**

When publishing the results of any research for which funding was supplied, the faculty member or librarian shall name the source or sources of funding in the publication, unless explicit approval to do otherwise has been obtained from the person to whom the faculty member or librarian reports.

### **10.9. Paid Activities Report**

Every faculty member and librarian shall submit a Paid Activities Report as part of the general annual activity report. The Paid Activities Report shall include:

- (a) the total time involved in each major paid professional activity, if any major activities were undertaken;
- (b) the aggregate number of days devoted to minor activities, if any, and, if greater than 12 days in total, a brief description of the activities involved;
- (c) any use other than trivial made of University resources in any paid professional activity; and
- (d) the faculty member's or librarian's paid activities, if any, which do not arise from his or her position or expertise but which require more than 30 days a year of the faculty member's or librarian's time.

### **10.10. Approval Of Expenses**

All expense claims made by faculty members or librarians involving funds administered by the University require the signature of the person to whom the faculty member or librarian reports.

### **10.11. Acceptance Of Gifts**

The acceptance of gifts from individuals or organizations which are associated with the University activities of the faculty member or librarian, with the exception of minor gifts as token courtesies, is not normally permitted. If a faculty member or librarian has any doubts about the propriety of accepting a particular gift, the faculty member or librarian should discuss the matter with the person to whom he or she reports.

### **10.12. Prohibition On Advertising**

If an external sponsor funds a continuing education event, the funding may be acknowledged, but care must be taken that the sponsor's products are not actively promoted at the event. If an external sponsor provides teaching aids to a faculty member, such aids may only be used in the classroom if they display no more than the name or logo of the donor; specifically, such aids may not carry any reference to a specific product or therapeutic agent.

### **10.13. Confidentiality**

Any information gathered about an individual faculty member or librarian under this Policy shall be held in strict confidence and shall not be divulged to any other person, except for internal University administrative purposes, without the express written consent of the faculty member or librarian or under compulsion of law.

### **10.14. Application**

All faculty members and librarians must abide by this Policy; however:

- (a) part-time faculty members or librarians (75% FTE or less) are not required to seek approval for major paid professional activities; and
- (b) part-time faculty members or librarians with an appointment of less than 50% are not required to file Paid Activity Reports; but

(c) all faculty members and librarians, regardless of appointment FTE, are required to seek permission for and to report any use, other than trivial, of University resources.

#### **10.15. Grievances**

Any complaint by a faculty member or librarian about the application of this Policy may be raised in accordance with Article 12 of this Memorandum of Agreement.

#### **10.16. Distribution**

This Policy shall be distributed to each faculty member and librarian upon initial appointment.

### **Article 11: Personnel Files**

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

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

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

A faculty member or librarian shall have the right to examine his or her personnel files in the personnel and payroll offices of Victoria University after giving reasonable notice of his or her desire to do so, and under conditions which the appropriate administrator deems appropriate to ensure the security of the file and to minimize disruption of the work of the office.

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

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

### **Article 12: Grievance Procedure**

A grievance is any complaint by a faculty member or librarian or by two or more faculty members or librarians arising from the interpretation or application or alleged violation of an established or recognized policy, practice, or procedure of Victoria University referred

to or stipulated in this Agreement or otherwise, other than a complaint by the Chapter about breach of any of the undertakings or provisions of this Agreement that directly relate to the Chapter as such, and other than a complaint or alleged violation with respect to a faculty member relating to appointments, tenure, or dismissal for cause of a tenured faculty member, for which existing procedures shall be followed.

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

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

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

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

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

**Step 1:** If a faculty member or librarian has a grievance he or she shall discuss it orally and informally at the first administrative level having the authority to dispose of it. Such grievances must be presented within twenty (20) working days after the grounds for the grievance were known or ought reasonably to have been known by the faculty member or librarian. The administrative official shall notify the grievor of the decision within ten (10) working days.

**Step 2:** If the grievance is not resolved under Step 1, then, within ten (10) working days, the faculty member or librarian may present a written grievance to the Principal of Emmanuel College or the Chief Librarian. The Principal or the Chief Librarian shall notify the grievor in writing of the decision within fifteen (15) working days.

**Step 3:** If the grievance is not resolved under Step 2, the grievor, within fourteen (14) working days after the written decision has been given under Step 2, may present the grievance to the President of Victoria University. The President of Victoria University shall notify the grievor in writing of the decision within twenty-one (21) working days.

**Step 4:** Failing a satisfactory resolution of the grievance under Step 3, the grievor may refer the grievance to the Grievance Review Committee with notice to the President of Victoria University within a period of fifteen (15) working days after the written decision has been given under Step 3. This notice of intention to proceed to the Grievance Review Committee shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the grievor.

The Grievance Review Committee composed of three faculty members and one librarian shall be appointed by the President of Victoria University after consultation with the Chapter. Initially two members of the Committee shall be appointed for a term of one year and two members for a term of two years and terms thereafter shall be for a term of two years. Vacancies on the Committee shall be filled by the President after consultation with the Chapter. The Grievance Review Committee may establish its rules of procedure and appoint a chair. Where the Grievance Review Committee concludes that it is in the best interests of the grievor and Victoria University to do so, the Committee may appoint an individual from outside Victoria University to serve as chair of the Grievance Review Committee to consider a particular grievance, provided that the grievor consents to the Grievance Review Committee appointing the chairman in this way.

The Grievance Review Committee shall have access to all written material related to the grievance and shall have the power to interview the parties to the dispute or anyone who may assist in resolving the matter. The Grievance Review Committee should attempt to minimize friction and preserve collegial relationships and shall resort to adversarial hearings only where no other route is satisfactory.

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

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

### **12.1 Group Grievance**

A group grievance, which is a grievance as defined above by two or more faculty members or librarians may be brought forward at Step 1 of the grievance procedure at any time within thirty (30) working days after the grounds for the group grievance were known or ought reasonably to have been known by the faculty members or librarians concerned. If the group grievance is not resolved under Step 1, it may be pursued through the remaining steps of the grievance procedure.

### **12.2. Chapter Grievance**

A Chapter Grievance is any complaint by the Chapter that any of the undertakings or provisions in this Agreement that directly relate to the Chapter as such has been breached. The Chapter may give written notification to the President, and within twelve (12) working days of the notification, the Joint Committee shall meet to consider the matter. The parties agree that every effort should be made to resolve a Chapter Grievance in the Joint Committee. Failing such resolution, the Chapter may launch the Chapter Grievance at Step 3 above. If the Chapter Grievance is not resolved at Step 3, it may proceed further in the manner described above.

### **12.3. Sexual Harassment**

So long as the Policy and Procedures: Sexual Harassment adopted by the Governing Council of the University of Toronto on April 13, 1993, and adopted by the Board of Regents of Victoria University remains in force (including any amendments made to it that are agreed upon by all parties), a complaint by a faculty member or librarian that the faculty member or librarian has been sexually harassed shall not constitute a grievance under this Agreement, notwithstanding the first paragraph of this Article 12; nor shall a complaint regarding procedures used or decisions taken under the authority of the Policy constitute a grievance, unless the complaint is one which is made under the provisions of the paragraph entitled "Chapter Grievance" in this Article. Complaints of sexual harassment may be made under the provisions of the Policy and Procedures: Sexual Harassment. Complaints regarding procedures used or decisions taken under the authority of the Policy may, where applicable, be grounds for an appeal under the provisions of the Policy.

## **Article 13: Policies for Librarians**

### **13.1. Introduction**

Librarians, in fulfilling their roles as contributors in the academic process, have a responsibility to provide leadership, initiative, and knowledge in realizing the objectives of the Library as a component of the academic community of Victoria University. All librarians employed by Victoria University are entitled to equitable opportunity and to the assurance afforded by well-defined conditions of employment. The policies and procedures outlined in this document are intended to serve this purpose.

### **13.2. Rank and Permanent Status**

Librarians in Victoria University are appointed to one of the four ranks defined in the next paragraph. Independently of rank, a librarian may be granted permanent status. Permanent status is the holding of a continuing full-time appointment which the University has relinquished the freedom to terminate except under the conditions specified in sections 13.5.3. and 13.5.4. This status shall be granted only by a definite act under the conditions stipulated herein, on the basis of merit.

Librarians in Victoria University are appointed to one of the four ranks (Librarian I, II, III, IV). Advancement through these ranks should reflect increased individual levels of professional achievement, which may be demonstrated either by increased responsibility in an area of specialization or by the discharge of administrative responsibilities.

To qualify for appointment to any rank, the candidate shall have the minimum of an undergraduate degree plus either a library degree from an accredited institution, [Accredited by the joint Canadian Library Association/American Library Association Committee on Accreditation or its successor body] or equivalent professional education. A person lacking equivalent professional library education may be appointed to work in the library, but not be appointed as a librarian subject to the terms of this document.

The basic quality which must be evident for appointment or promotion to a rank is the ability to perform at a high professional level in areas which contribute to the teaching and research objectives of the University, such as the selection, acquisition and preservation of Library materials, the bibliographic control of those materials, the accessibility of the collections to users, the provision of instruction in using the Library's resources and the

ongoing development of the Library, including the planning and development of Library Information Technology systems.

Five criteria form the basis for appointment or promotion to a rank: effective performance in the area of the candidate's responsibility; academic achievement and activities; professional achievement and activities; effectiveness of service to the Library and the University; promise of continuing growth in overall performance as a librarian. Effective performance will be considered the primary criterion at the lower ranks. It will also be considered significant at the higher ranks, but the weighting of the other criteria will increase proportionately.

(a) **Librarian I** is the rank at which a professional career normally begins. To qualify for an appointment to this rank the candidate shall have met the minimum educational requirement, and show both potential for successful performance and promise of future professional and academic activity. Librarian I is a probationary appointment, the term of which shall not be less than one year or more than two years.

(b) **Librarian II.** To qualify for appointment or promotion to the rank of Librarian II, the candidate shall have met the minimum educational requirement and shall have at least one year's professional experience or equivalent. As a primary criterion for appointment or promotion to this rank, a candidate shall have a record of successful performance as a librarian. A librarian promoted to this rank, shall receive a three-year contract. A librarian appointed to this rank may receive a contract for a shorter period where previous experience warrants this, but in no case shall the contract be for less than one year.

When performance is judged, the nature of the candidate's assignment is to be considered, e.g., supervisory responsibility, subject area or language specialization, instructional duties, preparation of reports, etc. It is expected that successful candidates will have demonstrated the ability to use effectively their professional education and will have shown the capacity to develop and extend their professional and academic expertise.

(c) **Librarian III.** In being considered for appointment or promotion to the rank of Librarian III, the candidate must submit evidence of continuing effective performance. There should be clear promise of continuing professional development and demonstrated ability to handle increased responsibilities in areas of specialization and/or in an administrative capacity. With less weighting one or more of the following criteria should also be considered: academic achievement and activities including additional formal degrees, programs of continuing education, teaching, research publication; involvement in professional activities and participation in professional organizations, including serving on committees, the presentation of papers, organization and participation in conferences, seminars, workshops; service to the Library and the University. This rank is the normal career rank for librarians.

(d) **Librarian IV.** A librarian may not be considered for appointment or promotion to the rank of Librarian IV until he or she has had a minimum of five years' library experience as a Librarian III or has had equivalent experience. Appointment or promotion to this rank requires evidence of a record of excellent performance with demonstrated initiative, leadership and creativity. As well as making an outstanding contribution to the Library and to the University, the candidate must submit evidence of substantial achievement in one or more of the following areas: academic activities including research, publication and teaching; professional endeavours including

significant involvement in professional organizations; service to the Library and or the University community. Besides having attained a high level of professional expertise, the candidate should be considered likely to continue to fulfill a vital role in the institution.

### **13.3. Promotions**

Performance will be reviewed annually by the librarian's supervisor, who shall prepare a written evaluation which shall be given to and discussed with the librarian. Such an evaluation will assess the librarian's ability to meet standards of performance in designated areas of responsibility and will give an opportunity to provide counselling to assist him or her to improve areas of weakness and further develop areas of strength. At the time of each annual review, the librarian's supervisor should assess the librarian's suitability for promotion and may wish to make a recommendation for such a promotion; the librarian concerned may also request consideration for promotion.

(a) **Promotion to Librarian II.** A Librarian I's performance shall be reviewed at least twice by his or her supervisor, and a written evaluation prepared, before a recommendation for promotion is made. Promotion in rank from Librarian I to Librarian II is recommended by the supervisor, subject to approval by the Chief Librarian. If a librarian on a probationary appointment is not to be promoted to Librarian II (and therefore to have his or her appointment terminated), he or she shall be notified at least three months prior to the end of the probation period. The University does not have to show cause for termination of a probationary appointment.

(b) **Promotion to Librarian III.** (i) For promotion in rank from Librarian II to Librarian III, the librarian's performance is reviewed by a Committee appointed as required by the Chief Librarian. It shall be composed of the Chief Librarian as chair, and three professional librarians with the rank of Librarian III or above. At least one of these librarians shall be from the University of Toronto library system or from the Library of one of the Federated Universities. (ii) A Librarian II may be considered for promotion by the Committee at the time of each annual evaluation but must be considered for regular status and promotion in the final year of his or her appointment as a Librarian II. A promotion may be granted by the Chief Librarian upon the majority recommendation of the Committee.

(c) **Promotion to Librarian IV.** For promotion in rank from Librarian III to Librarian IV, the librarian's overall performance is reviewed by a committee on promotions appointed by the Chief Librarian as required. The committee shall be chaired by the Chief Librarian and shall include three Librarians with permanent status, at least one of whom should be from the University of Toronto Library system, or from the Library of one of the Federated Universities, and one faculty member on the Senate Library Committee, normally the Chair. A promotion may be granted by the Chief Librarian on the majority recommendation of the Committee.

#### **13.4.1. Procedures**

Procedures of all committees on promotions shall be fully known to librarians. Such procedures should be designed with the aim of eliciting and considering all relevant information. In addition to the written annual evaluations, librarians should be asked to submit an account of their academic and professional activities undertaken or completed

since the time of the initial appointment to the rank of Librarian II or III. The confidentiality of the proceedings and deliberations of all committees on promotions shall be maintained.

#### **13.4.2. Promotion Review**

In cases where promotion is denied, the candidate may request a written statement of the reasons for such a decision, which the Chief Librarian shall supply within five working days. A request for the review of a promotion decision may be made to the Chief Librarian within fifteen working days of notification of reasons for a negative decision. This request will be granted only if the Chief Librarian deems the review appropriate. If the Chief Librarian grants this request the review will be conducted by the same committee.

#### **13.5. Appointments**

Notice of vacancy in the Victoria University Library shall be sent to Human Resources, where appropriate posting and advertising is arranged, in consultation with the Chief Librarian.

##### **13.5.1. Procedures for Appointment**

Procedures should be adopted to ensure that an adequate list of possible candidates of quality is obtained and the selection from this list has been properly and effectively carried out by the department head concerned. A committee shall be appointed as required by the Chief Librarian. It shall be composed of the Chief Librarian as Chair, and three professional librarians with the rank of Librarian III or above. At least one of these librarians shall be from the University of Toronto Library system or from the Library of one of the Federated Universities. The documentation for each candidate shall include a current *curriculum vitae* and a list of referees from whom appraisals may be obtained indicating the candidate's capacity for librarianship and evinced by job performance and academic and/or professional activities. Applications shall be assessed by the Chief Librarian in consultation with his/her colleagues. A shortlist of candidates for interview shall be drawn up by the committee. A majority is required to recommend appointment. The appointment of a librarian shall be recommended to the President by the Chief Librarian. The Board of Regents will approve appointments on the recommendation of the President. The terms and conditions of each appointment shall be clearly stated and confirmed in writing, including type of appointment, rank, salary, status with respect to permanency and any special conditions attached to the appointment.

**Senior Appointments.** Before approving appointments at the ranks of Librarians III and IV with permanent status, the Chief Librarian shall refer the proposal to a Committee on Permanent Status as described in paragraph 13.5.1.(c) for its recommendation. Proposals for appointment at the rank of Librarian III without permanent status shall be referred to a Committee as described in paragraph 13.3(b). Proposals for appointment at the rank of Librarian IV without permanent status shall be similarly referred to the Committee described in paragraph 13.3.(c). There shall, however, be no right of appeal against the decision of the Chief Librarian not to appoint, or to appoint without permanent status.

(a) **Permanent Status.** Permanent status for librarians, as defined in paragraph (13.2), entails the acceptance by a librarian of the obligation to perform conscientiously as a contributor to teaching, learning and scholarship in the University. Librarians who enter the University at the rank of Librarian I shall be considered for permanent status during the third year of service at the rank of Librarian II in the University. Librarians appointed at the rank of Librarian II for a

contractual period of up to three years' duration shall be considered for permanent status in the final year of their contracts. Librarians appointed at the ranks of Librarian III or IV, if not granted permanent status on appointment, must be considered for permanent status in the first year of service in the University.

**(b) Criteria for appointment with permanent status.** (i) Appointments with permanent status should be granted on the basis of five criteria: effectiveness in work performance; academic achievement and activities; professional achievement and activities; service to the Library and the University; and clear promise of continuing effectiveness and development. Effectiveness in work performance shall be judged primarily, but not exclusively on the basis of supervisory evaluations of previous performance. Academic achievement may be judged by publications, teaching, advanced degrees or completion of other education programs. Professional achievement may be evidenced by involvement in professional activities and organizations. Service to the Library and to the University is demonstrated by the preparation of internal studies and reports, and by responsible and effective involvement in Library and University activities. Promise of future professional effectiveness and development will inevitably be judged by the degree to which the candidate has demonstrated progress in librarianship in the period of service preceding consideration for appointment with permanent status. (ii) The candidate and the department head to whom the librarian is responsible shall ensure that a full *curriculum vitae* for the candidate and a detailed assessment of the candidate's librarianship are prepared for the use of the committee. The latter should include evaluations by at least two referees; wherever it is appropriate one or more of these should be selected from outside the University.

**(c) Committee on Permanent Status.**

(i) The granting of permanent status shall be recommended to the President by the Chief Librarian on behalf of a committee whose members shall be those department heads holding permanent status, a faculty member on the Senate Library Committee, normally the chair, and one librarian from the University of Toronto Library system or from the Library of one of the Federated Universities, and Chief Librarian as Chair. Each person accepting appointment to the Committee shall agree to treat as confidential all information given to the Committee and all matters pertaining to its deliberation. The Committee shall give the candidate the opportunity to appear and to make a statement to it (or alternatively to submit a statement in writing), but the candidate shall be excluded from all other proceedings of the Committee. The membership of the committee shall be made known to the candidate. A quorum of the Committee is defined as its full membership.

(ii) Documentation. The responsibility for compiling and supplying documentation to the committee shall rest with the candidate and department head to whom the librarian is responsible. Documents for consideration shall include: (A) The candidate's *curriculum vitae*, to be prepared by the candidate with the advice and assistance of the department head. This should include: (1) The academic and professional history of the candidate giving name, degrees obtained with institutions and dates, any honours, prizes or awards obtained, reference to relevant specialist qualifications, (eg., language, subject or area of competence), and a record of continuing educational activities in which the candidate may have engaged. (2) The record of professional and other relevant employment of the candidate with a brief description of the duties of each position held. (3) A list of committees and organizations within the Library, University and profession on which the candidate has served, with a brief description of the service given. (4) A list of scholarly and

professional work performed by the candidate, with sufficient detail to allow the committee to evaluate its relevance to the decision. (5) A list of no fewer than three referees. (B) Assessment of the Candidate's Librarianship. This assessment should include (1) All performance reviews conducted at this University together with an evaluation of overall performance prepared by an appropriate departmental committee, or where this is impractical, by the department head. (2) Evaluation of work performance from two referees, one selected from the candidate's list and one chosen by the chair. (3) Where the librarian has significant previous service elsewhere, external evaluation of the quality of that service obtained from one or more referees agreed upon by the department head and the candidate. Each department shall ensure that librarians who must be considered for permanent status are identified and that Committees on Permanent Status are established and documentation prepared in order that a decision may be made not less than 90 days before the anniversary date of the appointment. Each candidate shall be informed of the place, time, and date of meeting of the Committee which considers his or her case, and shall be provided with a list of the materials, not identifying appraisers, provided to the Committee. The Committee shall ensure that, if a negative recommendation is envisaged, the candidate shall have an opportunity to respond to such a recommendation. Similarly, if permanent status is denied, the candidate shall be given a summary of the evidence and shall be informed promptly of the duration of his/her contract.

(iii) The Committee shall have the power to take only one of two possible decisions: to recommend that appointment with permanent status be granted or that it be denied. The decision must be taken on the evidence before it: the Committee may, however, recess for a short period, normally no more than one month, to obtain additional evidence if this is considered advisable. A majority is required to recommend appointment with permanent status.

Reasons for a proposed negative recommendation shall be given to the candidate, who may respond to them orally or in writing, within 15 days of notification of these reasons. Thereafter, the Committee shall make its final recommendation and shall forward it to the Chief Librarian, with its reasons therefore, and, in the case of a negative recommendation, a summary of the evidence. The summary should be sufficiently detailed to enable the candidate to make a particular response to all of the significant components if he or she appeals the decision.

The Chief Librarian shall notify the department head of the decision, after he or she has obtained the approval of the President. The department head shall in turn notify the candidate, furnishing the summary evidence to the candidate in the event of a negative decision. If permanent status has been denied, the Chief Librarian, in consultation with the appropriate department head, shall determine the duration of the candidate's terminal contract, which shall normally be for six months followed by automatic termination without further review.

A Committee on Permanent Status shall act as a promotion committee in the case where a candidate is a Librarian II, simultaneously recommending promotion to Librarian III and the granting of permanent status.

### **13.5.2. Appeals against status decision**

A librarian who has not been given permanent status shall have the right to appeal to the President within thirty days after such a decision has been taken. The President in

consultation with the President of the Victoria Chapter of the UTFA shall appoint an appeal committee of three members. The Committee shall make a final disposition of the appeal. The librarian's Appeal Committee shall have the power, under circumstances which it considers exceptional, to extend this time limit. The notice of appeal should be addressed to the Chair of the Committee and should specify the grounds on which the appeal is based.

(a) **Ground for appeal.** A librarian who has been denied permanent status shall have the right to appeal on one or more of the following grounds: (1) a significant irregularity or unfairness in the procedure followed by the Committee or in the selection of its members; (2) improper bias or motive on the part of any member of the Committee; (3) improper bias or motive on the part of any person whose opinion may have materially influenced the decision of the Committee; (4) absence of relative material from the dossier, or the application by the Committee of inappropriate standards.

(b) The candidate and the department head or equivalent shall be given an opportunity to appear and present evidence and argument to the Librarian's Appeal Committee. If it is thought necessary, the Librarian's Appeal Committee may request that an independent investigator be appointed to assist it in determining matters of fact.

(c) The appeal procedure should be completed within the period specified in the terminal contract.

### **13.5.3. Termination and Dismissal**

Appointments with permanent status may be terminated by the University for (a) adequate cause which means persistent neglect of duty, or refusal to carry out reasonable duties and assigned responsibilities of the position held, (b) failure to maintain a high standard of competence in librarianship and in the execution of responsibilities, (c) gross misconduct, or (d) budgetary reasons.

Policies and procedures relating to the dismissal of librarians with permanent status for budgetary reasons shall be formulated by the Joint Committee and submitted to the Board and to the Chapter to be considered for acceptance as a part of this or a subsequent contract.

When the Chief Librarian believes that cause for dismissal under 13.5.3. may exist, he/she shall so inform the President of Victoria University. Before making any recommendation to the Board of Regents, the President shall review the matter informally at a meeting of the librarian concerned, the President, the Chief Librarian, and a disinterested senior librarian from the University of Toronto Library system or one of the Federated Universities, chosen jointly by the President and the librarian.

### **13.5.4. Hearing Committee**

(a) The Hearing Committee shall be composed of three librarians or members of the teaching staff, each chosen jointly by the President of Victoria University and the librarian involved, from Victoria University, the University of Toronto, or the Federated Universities. If after three weeks, agreement on the membership of the Committee has not been reached, the librarian and the President shall each nominate a member of the Hearing Committee and these two nominees shall select a third member. A non-voting legal adviser to the Hearing Committee may be appointed by the Board of Regents.

(b) The Librarian involved and the President shall be informed in writing of the time and place of the hearing and that if the party notified does not attend at the hearing, the Committee may proceed in his/her absence. In so doing, the Committee shall act in conformity with the relevant provisions of the Statutory Powers Procedure Act, 1971. The hearing shall commence within three weeks of the appointment of the Committee.

(c) Unless and until the Hearing Committee recommends that the librarian involved be dismissed and the Board acts upon such recommendation from the President, the librarian shall retain his/her position in Victoria University and his/her salary, but he/she may, at his/her own or the request of the Chief Librarian, be relieved temporarily of his/her duties.

(d) The Hearing Committee shall proceed to determine in accordance with the Statutory Powers Procedure Act, 1971 whether there is misconduct and whether a ground for termination of appointment exists. Decision shall be by a majority vote of the Committee. The President shall not recommend dismissal except on the recommendation of such a committee, but he/she shall be free to veto a recommendation to dismiss.

(e) Within one week of receiving the Committee's decision, the President shall send to the librarian involved a detailed statement of the findings of fact and the judgement of the Committee as to whether or not they constitute adequate cause of dismissal. A full transcript of the hearing shall accompany the statement.

(f) If the Hearing Committee decides that a ground for termination does not exist but that misconduct has taken place, it may recommend one or more other sanctions. No further or other action shall be taken against the librarian. If the Committee finds the charges substantiated and serious enough to warrant dismissal, the librarian's salary and the University's contribution to pension may at the discretion of the University be continued for at least one year from the time of notification of dismissal. Subject to (d) above, the decision of a Hearing Committee shall be final and not open to appeal.

### **13.5.5. Contractually Limited Term Appointments**

Librarians hired on contractually limited term appointments will have the length of appointment, rank and salary clearly stated in a letter of appointment. Contractually limited term appointments should normally be used only in hiring for special projects of limited duration or for temporary replacements for librarians on leave.

For librarians appointed to permanent positions immediately following a contractually limited term appointment, the date of consideration for regular status will be established at the time of the regular appointment. Librarians should not normally be on contractually limited term appointment for more than three consecutive years.

**Acting appointments.** Nothing in the foregoing shall be taken to preclude the appointment by the Chief Librarian of acting administrative officers for periods of not more than one year.

### **13.6. Research and Study Leave**

All full-time librarians having permanent status shall be eligible to apply for research or study leave. In granting such leave, the Chief Librarian shall ensure that the staffing requirements are adequately met. Study leave, i.e., registration in a formal program of

studies, whether or not it leads to a degree, may be granted when the program of studies is of mutual benefit to the librarian and the Library. The amount of paid study leave which may be granted shall be determined by length of continuous service:

- After 3 years – 6 months
- After 4 years – 8 months
- After 5 years – 10 months
- After 6 years or more – 12 months

During a study leave, the librarian shall receive 50 per cent salary.

Research leave may be granted when the librarian has demonstrated the potential to benefit from the leave, and when the research proposed can be made use of in the librarian's continuing employment with the University. A 12-month research leave at 82.5 per cent salary may be granted after six years of continuous service at the University. Alternatively, a six-month research leave at full salary may be granted after six years of continuous service at the University. As an alternative and subsequent to the first leave above, a six-month leave at 82.5 per cent salary may be granted after every three years of service. The choice of option shall rest with the librarian and should be specified at the time application is made.

Research leave and study leave entitlements are alternative not cumulative. Neither leave shall be regarded as a break in continuous service. Neither study leave nor research leave need be taken in a single unbroken period. Subject to the above provisions leave shall not be unreasonably denied. The status of librarians on research and study leave is protected with respect to salary increases and promotion. Staff benefits shall continue on the same basis during the leave.

Applications for research and study leave shall be made in writing to the Chief Librarian at least six months in advance. Requests for leave shall include a statement of the research and studies the librarian proposes to undertake, and upon return a report of the research and scholarship accomplished shall be provided to the Chief Librarian.

Librarians granted research leave may receive a portion of their salary while on leave in the form of a research grant, under the same terms and conditions as members of the teaching staff. Librarians granted study leave for work leading to a degree may, on the recommendation of the Chief Librarian, receive a portion of their salary while on leave as a fellowship.

If additional funds are received from other sources, the amount of salary is adjusted so that the total remuneration does not exceed 100 per cent of salary plus a reasonable amount for travel and research.

This document does not apply to part-time librarians (i.e., to those appointed at less than 75 per cent of full-time employment). Policies for part-time librarians which are compatible with the foregoing shall be developed.

### **13.7. Part-time Librarians**

A part-time appointment is one that is less than 75 per cent of full-time employment as a librarian. Initial part-time appointment at any rank shall be up to one year's duration. Initial appointments may be made to any rank on a part-time basis. Since all new part-time appointments are for limited terms which may or may not be renewed at the discretion of the department, there can be no ground for appeal if the appointment is not renewed. Otherwise, grievance procedures for part-time librarians shall be the same as for full-time librarians.

The librarian shall be advised at least one month before the termination of the contract if there will be a renewal.

Part-time librarians shall be eligible for participation in the pension plan according to present policy. In addition, part-time librarians holding appointments of 25 per cent or more shall be eligible for other benefits on a pro-rated basis, and for merit increases after one year.

A librarian currently holding full-time permanent status may, with the agreement of the department head, the Chief Librarian, and the President, change to part-time permanent status. Changes to such part-time status may occur only with the consent of all parties.

Part-time librarians may hold permanent status only in the case of full-time permanent librarians who change to part-time in accordance with the previous paragraph above. After three successive annual part-time appointments a librarian may, at the discretion of the department head, and with the approval of the Chief Librarian, and the President, be considered for a three-year part-time appointment.

A part-time librarian being considered for a three-year appointment must be reviewed during his or her third annual appointment. This review will be conducted by a committee appointed by the Chief Librarian in consultation with the department head. He/She shall be notified about the renewal of the contract by December 31 of the third year.

A part-time librarian who holds a three-year appointment may be eligible for renewal of the appointment at the discretion of the department head, and with the approval of the Chief Librarian, and after 2 further reviews as in the paragraph above.

A part-time librarian who holds the third in a series of three-year part-time appointments, and who for the whole period has held an appointment of 50 per cent or more, shall be eligible to apply for research or study leave for up to twelve months at 50 per cent of the part-time salary.

The criteria and procedures for promotion through the ranks from Librarian I to Librarian IV shall be the same as for full-time librarians, except that permanent status is not granted.

When these policies come into effect, the Chief Librarian will appoint a committee to review all existing part-time librarian appointments, if relevant. The review will establish rank and term of appointment, and research or study leave entitlement based on past service.

#### **Article 14: Joint Committee**

The parties agree to establish within fourteen (14) days of the ratification of this Agreement a Joint Committee consisting of not less than two representatives of the Chapter and at least two representatives of the Victoria administration. The Joint Committee shall meet at least once in the fall term and once in the spring term of the academic year. In addition, the representatives of either party to this Agreement may call a meeting of the Joint Committee on seven days' written notice. The representatives of either party may place items on the agenda in advance of each meeting.

The Joint Committee may consider any aspect of the policies, procedures and practices relating to the terms and conditions of employment of faculty members and

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

#### **Article 15: Association Relations**

Faculty members and librarians who commenced employment at Victoria University prior to the date of this Memorandum of Agreement are not required to join the Chapter as a condition of employment. They may, however, elect to join the Chapter, in which case the Association dues will be deducted from their salaries in accordance with the procedure outlined below.

Faculty members and librarians who commenced employment at Victoria University on or after the date of this Memorandum of Agreement shall be required, as a condition of employment, to provide a written authorization (such authorization to be subject to paragraph 1 below) to deduct from his or her salary an amount equal to the membership dues in the University of Toronto Faculty Association fixed annually in accordance with the Association's constitution and to remit that amount to the Association. The Board agrees to deduct an amount equal to such dues from the salaries of all such faculty and librarians according to the written authorizations and shall forward the amounts collected to the Association in accordance with the present practice for remitting dues of faculty members and librarians with association membership upon their arrival at Victoria University. The requirement for written authorization to deduct an amount equivalent to Association dues from salary is subject to the following:

if the faculty member or librarian conscientiously objects to deduction from salary an amount equal to membership dues in the Association for remission to the Association, the faculty member or librarian may give a signed declaration to Victoria University, through the Bursar's office, copied to the Association and the Chapter Secretary, stating that they conscientiously object to the deduction of an amount equivalent to the dues being remitted to the Association and directing Victoria University to deduct from his or her salary an amount equal to membership dues in the Association and to remit such amount to a registered charity which shall include Victoria University and any other registered charity agreed upon by the Chapter and Victoria University. Such written declaration and direction shall be given upon commencement of employment, or at any time thereafter by the faculty member or librarian giving written notice to the University 30 days prior to the first day of the month in which such monies are to be redirected to remit an amount equivalent to Association dues to one of the registered charities rather than the Association.

On or before the tenth day of each month the Board shall deliver to the Chapter a list of all persons who directed an amount equivalent to Association dues to be deducted from monthly salary, whether paid to the Association or to one of the designated charities during the previous month. On January 1 and July 1 of each year the Board shall provide the Chapter with a list of faculty members and librarians and shall provide such a list at any time on request.

The Board agrees to provide the officers of the Chapter with reasonable and appropriate administrative support to carry out their duties. Contributions to the Association and Chapter will be considered as service in salary increases, progress through the ranks and promotion.

#### **Article 16: The Victoria University Act and Severability**

The Parties agree that this Agreement is subject to the provisions of the Victoria University Act 1951 as amended from time to time. If any provision of this Agreement is held to be or rendered invalid by judicial or legislative act, the remainder of this Agreement shall remain in force and the parties agree to meet and re-negotiate whatever portion may have been held or rendered invalid.

#### **Article 17: Amendments to the Victoria University Act**

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

#### **Article 18: Changes to Agreement**

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

#### **Article 19: Copies of Agreement**

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

The Board agrees to inform all newly appointed faculty members and librarians that this Agreement is in effect, and to distribute to them a copy of this Agreement at the same time and as part of the other documents provided regarding the terms and conditions of employment. As well the Principal shall inform the Chapter as soon as practicable of the new member and shall facilitate a meeting of the individual with the Chapter.

#### **Article 20: Correspondence**

All formal notices between the parties arising out of this Agreement shall pass in writing to and from the Chair of the Board and the President of the Chapter with a copy to U.T.F.A. and the President.

#### **Article 21: Term of Agreement**

The Agreement shall continue in full force and effect until June 30, 2007, and thereafter automatically renew itself for periods of one (1) year unless either party notifies the other in writing not less than six months prior to any expiry date that it desires to terminate this Agreement.

In witness that this revised Memorandum of Agreement was ratified by the parties hereto as of the 30<sup>th</sup> day of June, 2006, the Board of Regents of Victoria University has caused its corporate seal to be hereunto affixed, subscribed by its Chairman and duly attested by its Secretary, and the Victoria Chapter of the University of Toronto Faculty Association has authorized its President to subscribe and its Secretary to attest hereto.

THE BOARD OF REGENTS OF VICTORIA UNIVERSITY

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

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

THE VICTORIA CHAPTER OF THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

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

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

## Appendix A

### Agreement on Retirement for Faculty and Librarians

1. The normal retirement date (NRD) for faculty and librarians is the July 1 coincident with or next following their attainment of age 65.
2. A faculty member or librarian may:
  - i. Take unreduced early retirement before NRD;
  - ii. Retire at the NRD;
  - iii. Postpone retirement beyond NRD.

Faculty members and librarians who continue working at Victoria University beyond their NRD will continue to receive their salary, negotiated benefits except (a) Long Term Disability which ends at NRD and (b) Life Insurance which may be continued but only at basic coverage, and PTR and merit awards as described in Article 8 of the Memorandum of Agreement. They may continue to accrue credited service by continuing to make pension contributions. The pension received by faculty members and librarians who work beyond the NRD will not be actuarially increased on account of age. If they do not elect to continue making pension contributions, their pension will be actuarially increased to reflect the later commencement of the pension. They will not be entitled to commence receiving a pension prior to their actual date of retirement (which shall be a July 1 or December 31) unless required by law to commence receiving a pension prior to their actual retirement date (i.e. currently December 31 of the year in which the faculty member or librarian attains age 69), even if they continue in employment beyond that date. One year's notice of the actual retirement date is required.

The administration of the retirement options listed above is governed by the policies and practices written in the Victoria University General Pension Plan.