

## LETTER OF UNDERSTANDING

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

UNIVERSITY OF TORONTO FACULTY ASSOCIATION

### REGARDING SCHOLARS PORTAL LIBRARIANS ON CONTRACTUALLY LIMITED-TERM APPOINTMENTS (SCHOLARS PORTAL CLTA LIBRARIANS) INCLUDING SCHOLARS PORTAL RECURRING-TERM APPOINTMENT LIBRARIANS (SPRTALS)

This Letter of Understanding relates only to Scholars Portal Librarians on Contractually Limited-Term Appointments (Scholars Portal CLTA Librarians), including Scholars Portal Recurring-Term Appointment Librarians (SPRTALS), engaged in the Scholars Portal Department and funded by the OCUL annual ongoing operations budget (*i.e.*, the portion of the Scholars Portal budget approved annually by the OCUL Library Directors for ongoing operations. It does not include special funding or grants used to support Scholars Portal including for service development or lifecycle software and hardware upgrades and/or replacement). For clarity, this Letter of Understanding (LOU) does not apply to permanent status stream Scholars Portal Librarians.

For further clarity, this Letter of Understanding does not apply to librarians who may work on services that originated in Scholars Portal but whose positions are not funded by the OCUL annual on-going operations budget.

The purpose of this Letter of Understanding is to set out terms and conditions that apply only to Scholars Portal CLTA Librarians, including SPRTALS. The provisions of the Policies for Librarians (“PFL”) regarding CLTA Librarians also apply to Scholars Portal CLTA Librarians, including SPRTALS. To the extent the general terms and conditions of the PFL conflict with the below terms, the below terms shall apply.

#### **Renewals and Termination:**

Scholars Portal CLTA Librarians I or II, or a Scholars Portal CLTA Librarian III or IV who is not yet eligible for a SPRTAL as set out below, will normally be notified whether their contracts will be renewed at least three (3) months prior to the end date of their existing contract. If the Scholars Portal CLTA Librarian I or II, or a Scholars Portal CLTA Librarian III or IV who is not yet eligible for a SPRTAL as set out below, does not receive notice of renewal of their contract, the contract will end in accordance with its terms and the Scholars Portal CLTA Librarian will be entitled to only such notice and severance pay as required by Employment Standards Act, if any.

A Scholars Portal CLTA Librarian III or IV, with at least three years of continuous service as a librarian at the University, shall be given a recurring term appointment (“Scholars Portal Recurring Term Appointment Librarian” or “SPRTAL”). In calculating a Scholar’s Portal CLTA Librarian’s period of continuous service for the purposes of attaining an appointment as a SPRTAL, time spent on leave (such as pregnancy and disability leave) will not be considered as a break in service and will count towards the required three years.

A SPRTAL is a unique CLTA librarian appointment and shall only be conferred to a Scholars Portal CLTA Librarian. A SPRTAL is not a permanent status appointment and is automatically renewed from year to year, including when a SPRTAL is on an approved leave, unless the appointee is given written notice of the termination of the appointment during the course of their year to year term, in accordance with the following:

- (a) Where the termination/non-renewal is related to a reduction in the OCUL annual ongoing operations budget (including where OCUL fails to approve sufficient budget to cover year over year cost increases) or the termination of the UofT-OCUL agreement then the SPRTAL will be entitled to six (6) months' working notice of termination/non-renewal of the appointment, or payment in lieu thereof, or a combination of both and an additional one (1) month's working notice, or payment in lieu thereof, or a combination of both for every year of service with the University as a Scholars Portal CLTA Librarian, including as a SPRTAL, greater than six years, up to a combined maximum of 12 months. In addition to such notice, the SPRTAL will be entitled to such severance pay as required by the *Employment Standards Act, 2000* as amended from time to time (the "ESA"), if any.

Information related to a reduction in the OCUL annual ongoing operations budget (including where OCUL fails to approve sufficient budget to cover year over year cost increases) or the termination of the UofT-OCUL agreement and related termination/non-renewal of a SPRTAL will be provided to UTFA upon request.

- (b) In any other case of termination/non-renewal, the SPRTAL shall receive a minimum six (6) months' working notice of termination/non-renewal plus, at the end of the period of working notice, severance pay on the basis of one (1) month's pay per completed year of service as a Scholars Portal CLTA Librarian, including as a SPRTAL, with the University, to a maximum of eighteen (18) months\* (*i.e.*, a combined maximum of working notice and severance pay of twenty-four (24) months). In no case will a SPRTAL receive less working notice or compensation in lieu thereof than the minimum working notice required under the ESA or less severance pay than the severance pay, if any, required under the ESA. Notice of termination/non-renewal shall be in writing. Severance pay will be based on the SPRTAL's salary at the time the six (6) months' working notice is provided or the average of the SPRTAL's salary over the preceding thirty-six (36) months, whichever is greater.

\*If six months of working notice of termination is not provided, then severance pay would be up to a maximum of 24 months.

In calculating a SPRTAL's period of service for the purposes of notice and severance, time spent on leave (such as pregnancy and disability leave) or other inactive employment, as defined in the *ESA*, is included in their period of service.

All benefits coverage and pensionable service ceases the later of the date that the termination takes effect or the end of the minimum notice period required under the *ESA*. For clarity, the entitlements in (a) and (b) do not apply in the event the University terminates a SPRTAL for just cause.

Except as expressly set out below, non-renewal or termination of a SPRTAL in accordance with (a) and (b) cannot be the subject of a grievance under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.

A claim that the non-renewal or termination of a SPRTAL breached Article 9: No Discrimination of the Memorandum of Agreement or was made in bad faith or as a reprisal for the exercise of academic freedom may be appealed. The appeal will be considered by the University Chief Librarian. Appeals must be made in writing within fifteen (15) working days of written notice of non-renewal or termination of the SPRTAL and the appellant informed of the decision within twenty (20) working days of the appeal. The decision of the University Chief Librarian may be appealed to the Vice-President & Provost within ten (10) days. The Vice-President & Provost's decision will be final and cannot be grieved under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.

Notwithstanding the foregoing general limitation on grievances, a SPRTAL terminated in accordance with (a), above, is entitled to file a grievance under the Grievance Procedure set out in Article 7 of the Memorandum Agreement alleging that their termination was not related to a reduction in the OCUL annual ongoing operations budget or the termination of the UofT-OCUL agreement.

**Appointment of Scholars Portal CLTAs including SPRTALs**

A copy of this LOU will be provided to a successful candidate for a Scholars Portal CLTA position, including a SPRTAL, together with their letter of appointment. A Scholars Portal CLTA Librarian who has attained the status of SPRTAL will receive an updated letter of appointment confirming the terms of their SPRTAL appointment and enclosing a copy of this LOU.

**Application For Permanent Status**

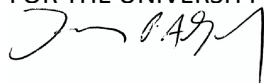
Scholars Portal CLTA Librarians, including SPRTALs, may apply for posted permanent status stream appointments and their service as a Scholars Portal CLTA Librarian, including as a SPRTAL, will be considered as part of their application and will be taken into account in establishing the date of consideration for permanent status. A Scholars Portal CLTA Librarian, including a SPRTAL, shall not be excluded from consideration for a UTL position because they hold a higher rank than the advertised position, it being understood that if they are offered and accept the position, they will normally be appointed at the rank, status and salary for the position as advertised.

**Transition**

This LOU applies to all Scholars Portal Librarians effective the date of signing. For clarity, all Scholars Portal CLTA Librarians who meet the eligibility criteria set out herein shall be automatically granted SPRTAL appointments.

All Scholars Portal CLTA Librarians and SPRTALs shall be provided with a copy of this LOU as soon as reasonably practicable after signing.

FOR THE UNIVERSITY

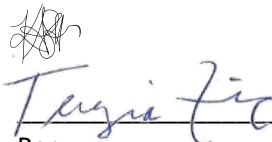


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Per:

November 3, 2023

\_\_\_\_\_  
Date

FOR THE ASSOCIATION



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Per:

November 7, 2023

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Date

