



FOR APPROVAL

PUBLIC

OPEN SESSION

TO: Governing Council

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DATE: April 3, 2025

AGENDA ITEM: 4

ITEM IDENTIFICATION:

Tentative Agreement Between the University Administration and University of Toronto Faculty Association (UTFA) on Revisions to Articles 7 and 13 of the Memorandum of Agreement between The Governing Council of the University of Toronto and The University of Toronto Faculty Association

JURISDICTIONAL INFORMATION:

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

Section 31(b) of Governing Council By-Law Number 2 specifies that issues pertaining to employment are also reviewed by Academic Board¹. As such, elements of this proposal, specifically the proposed revisions to Policies for Librarians, will also be considered by the Academic Board pursuant to Section 5.2.1 (a) of its Terms of Reference, which states that: “Policies on the nature of academic employment are assigned to the Academic Board. These encompass policies on the appointment, promotion, tenure, suspension and removal of teaching staff, as well as policies on the conduct of academic work, such as the policies on research leave and on academic freedom and responsibilities.”

GOVERNANCE PATH:

1. Academic Board [for recommendation] (March 6, 2025)
2. Business Board [for recommendation] (March 12, 2025)
3. Executive Committee [for endorsement and forwarding] (March 25, 2025)
4. **Governing Council [for approval] (April 3, 2025)**

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

PREVIOUS ACTION TAKEN:

The Governing Council of the University of Toronto first approved a Memorandum of Agreement between Governing Council of the University of Toronto and the University of Toronto Faculty Association (hereinafter referred to as the “MOA”) on June 28, 1977, as amended from time to time, with the most recent amendments effective February 26, 2015, July 1, 2016, and January 1, 2024 (approved December 18, 2023).

On February 27, 2015, Governing Council approved amendments to Article 5 of the MOA that included clarifying the statement on academic freedom, including making explicit the fact that “creative professional activities” of faculty and librarians are included in the protection of teaching, research and scholarship. On that same date, Governing Council also approved, in principle, amendments to Articles 2 and 6, as follows:

- a. to institute a new non-binding, facilitation and fact-finding process for addressing potential changes to so-called ‘frozen policies’ in Article 2, certain specified provisions in the MOA itself, and other significant terms and conditions of employment for faculty and librarians contained in existing or proposed University-wide policies;
- b. to include sick leaves, leaves of absence and parental leave benefits in the Article 6 salary and benefit and workload process.

The final, revised language for these amendments was incorporated into the July 1, 2016 version of the MOA, along with revisions to Article 4 regarding research and study leave salary rates that were part of the July 1, 2014 to June 30, 2017 mediated agreement.

On January 24, 2024, Governing Council approved revisions to Article 4 of the MOA to include parameters for research leave or study leave for librarians in the MOA rather than in the Policies for Librarians, effective January 1, 2024.

HIGHLIGHTS:

It has been almost ten years since the Special Joint Advisory Committee (SJAC) process brought significant and material changes to the MOA and the Policy and Procedures on Academic Appointments, including the extension of the timeline to tenure (from five to six years) and the establishment of a teaching stream professoriate. The University is committed to working collaboratively to ensure the MOA continues to serve the needs of faculty members and librarians into the future. Through discussions between the University and UTFA throughout 2023 and 2024, it became clear that amendments to Articles 7 and 13 in the MOA would be beneficial to the University and its faculty members and librarians, the overwhelming majority of whom are covered under the MOA.

Although articles of the MOA are not often negotiated during bilateral negotiations for salary, benefits, and workload, Article 17 of the MOA states “Changes or amendments to this Agreement may be made by mutual consent of the parties at any time.” Concurrent with the round of bargaining for salary, benefits, and workload for the period of July 1, 2023 to June 30, 2024, the University and UTFA engaged in a separate process to negotiate revisions to the MOA.

After 12 months of negotiations, the University and UTFA, with the assistance of Mediator Eli Gedalof, reached a tentative agreement on amendments to Article 7: Grievance Procedure, to address inefficiencies in the grievance review process; and to Article 13: Association Relations, to increase the Faculty and Divisional capacity to address academic human resources and faculty relations issues .

The proposed changes are included in the attached copy of Articles 7 and 13 and are summarized below.

Article 7

- Grievances that are not resolved at earlier steps in the grievance procedure are currently decided by a three-person grievance review panel (“GRP”), which includes a professional arbitrator who acts as chair, plus two faculty members or librarians from a list of seven mutually agreed upon GRP members. The revised process will replace the GRP with a rotating list of mutually agreed upon arbitrators to serve as sole decision-makers.
- Association Grievances, which can have a significant impact on academic employment matters, will be decided by a “Chief Arbitrator” (or their “Deputy”), who is known to have extensive experience in hearing cases from the post-secondary academic institutions and from the University of Toronto. Note, the University and UTFA have agreed to a process to determine the Deputy Chief Arbitrator by September 1, 2025.
- Faculty members and librarians will continue to have the choice as to whether they seek UTFA representation in individual or group grievances.
- Timelines for notices and decisions have been incorporated or revised to ensure timely communication.
- Processes for dealing with conflicts of interest involving decision makers have been added.
- Reference to the 1993 “Policy and Procedures: Sexual Harassment” has been removed, as that Policy is no longer in force.

Article 13

- To allow for designates to serve in place of the Dean for UTFA academic labour relations responsibilities (ie. negotiations, discipline, grievances, and arbitration), certain Vice-Deans (Faculty, and equivalent) and Associate Deans (Faculty, and equivalent) have been added to the list of individuals excluded from UTFA membership and dues while they hold these appointments. Similarly, the Deputy Chief Librarian has been added to this list of excluded individuals for University of Toronto Library processes and will accordingly not pay UTFA dues.
- An unpublished letter of understanding between the University and UTFA lists the current incumbents of the positions identified as newly excluded and details a process to engage with UTFA on newly created positions that will fall under this excluded list. This letter of understanding will be available by request from the University or UTFA.

Additional housekeeping changes to Articles 6 and Articles 11 have been made to replace “Grievance Review Panel” and “Chair of the Grievance Review Panel” with “Chief Arbitrator.”

Previously, the University has had concerns about moving to a model where academic colleagues do not have a role in the adjudication of grievances under the MOA, given the importance of collegial governance and an understanding of the university’s unique context. That being said, it has been challenging to maintain a populated GRP and to schedule hearings under this process. Given recent experience having arbitrators act in place of the GRP by mutual agreement with UTFA, the University feels more confident that a select group of arbitrators is knowledgeable enough about the nature of academic employment that they will be a solid alternative and, in some cases, better positioned to make an informed decision in grievance proceedings. In addition, the proposed Chief Arbitrator is the Chair of the GRP under the current system. The University and UTFA have agreed to a transition model for current grievances.

Throughout the negotiations, the University’s bargaining team consulted with Vice-Presidents, Deans and Principals, and academic HR leads, and the changes were welcome in that they would help reduce the length of time required to resolve grievances and allow Deans and the University Chief Librarian to delegate faculty relations work to Vice-Deans and equivalent.

FINANCIAL IMPLICATIONS:

There are no financial implications.

RECOMMENDATION:

Be It Recommended:

THAT the amendments to Article 7 and Article 13 of the MOA, as agreed to by University of Toronto Administration and the University of Toronto Faculty, on February 20, 2025, and the related housekeeping changes to Articles 6 and 11 be approved, effective immediately.

DOCUMENTATION PROVIDED:

- Amendments to Article 7 and 13 of the *Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association* (tracked changes)
- Revisions to Article 6 of the *Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association* (tracked changes)
- Revisions to Article 11 of the *Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association* (tracked changes)
- Amended *Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association* (clean copy)

DOCUMENTATION PROVIDED TO BOARD MEMBERS ONLY:

- Unpublished* Letter of Understanding (“LOU”) between the University Administration and UTFA regarding Article 13 dated January 8, 2025

**Unpublished - Available by request from the University or UTFA*

UNIVERSITY OF TORONTO

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

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

Memorandum of Agreement made initially on the 28th day of June, 1977 as amended from time to time and herein consolidated as of the 3rd day of April, 2025 between:

The Governing Council of the University of Toronto (“the Governing Council” or “the University of Toronto”) and

The University of Toronto Faculty Association (“the Association”).

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

Article 1: Purposes

Given that both parties desire to promote the welfare of the University of Toronto and its faculty and librarians, the purposes of this Agreement are:

- to create or confirm the minimum rights, privileges and benefits which the University of Toronto shall grant to faculty members and librarians and to the Association;
- to provide reasonable protection from unilateral changes to approved policies and practices relating to terms and conditions of employment of faculty members and librarians;
- to maintain formally an effective and orderly procedure for the discussion and determination of salaries benefits and workload and other significant terms and conditions of employment of librarians and faculty members contained in existing or proposed University-wide policies;
- to formalize the relationship between the University of Toronto and the Association and to maintain conditions of support for the Association; and
- to accomplish the foregoing purposes (a) recognizing the importance of not derogating from or diminishing the existing rights of the individual faculty members and librarians, (b) recognizing the roles of the duly established bodies and groups within the University of Toronto and (c) within the framework of an agreement and relationship between the Governing Council and the Association that is outside The Labour Relations Act of the Province of Ontario and that does not prevent individuals or groups from seeking and obtaining terms and conditions of employment which they consider more favourable than those referred to or determined through processes prescribed in this Agreement.

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

In this Memorandum of Agreement, “faculty members” refers to persons appointed under the *Policy and Procedures on Academic Appointment* or the *Policy and Procedures on Employment Conditions of Part-time Academic Staff*, and “librarians” refers to persons appointed under the *Librarians Policy* or the *Policy on Part-time Librarians*.

Article 2: No Change in Basic Policies and Practices

The parties agree that, during the term of this Agreement, the following policies and practices will not be changed except by mutual consent of the parties:

- (a) the Policy and Procedures on Academic Appointments including the “Haist Rules” relating to academic tenure;
- (b) the Policy and Procedures on Employment Conditions of Part-time Academic Staff;
- (c) the Policy on Political Candidacy in the “Haist Rules”;
- (d) the Policy on the Appointment of Academic Administrators;
- (e) the Policy on Conflict of Interest: Academic Staff;
- (f) there shall be no mandatory retirement date for faculty members and librarians whose 65th birthday occurs on or after July 1, 2005;

- (g) the Policy and Procedures for Faculty and Librarians on Academic Restructuring.
- (h) the Policy and Procedures on Promotions;

Article 3: Librarians

The existing Policies for Librarians will not be changed during the term of this Agreement without the consent of both parties.

The parties agree that Librarians are important contributors to the University of Toronto's academic mission as a research-intensive institution and recognize the leadership, expertise and initiative of librarians in developing one of the world's great library systems.

Article 4: Research and Study Leaves

Faculty

The University of Toronto maintains a policy of research leave intended for academic study, research, and writing which provides means for faculty members to increase their knowledge, further their research and scholarship, stimulate their intellectual interests, and strengthen their contacts with the community of scholars, thus enhancing their contributions to the research and teaching activities of the University of Toronto. 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-seven and one-half (87.5) percent salary after every six years of service at the University of Toronto. Such leave shall not be unreasonably denied. Research leave normally will commence on July 1. Compensation for 12 month Research and Study Leave will be at 90% for the following faculty only: (i) for tenured faculty, the first research and study leave following a successful tenure review and promotion to associate professor; (ii) for teaching stream faculty, the first research and study leave following a successful continuing status review and promotion to associate professor, teaching stream or senior lecturer.
- (b) As an alternative, each faculty member on 50 percent or greater appointment shall be entitled to apply for research leave of six months at full salary, after the same period of service. Such leave shall not be unreasonably denied. Such leave may commence either July or January I, subject to the approval of his or her chair, dean or principal.
- (c) As an alternative and subsequent to the leave in (a) or (b) above and where the academic unit's teaching program permits, each faculty member on a 50 percent or greater appointment who has not entered the phased retirement program shall be entitled to apply for research or study leave for a six month period (from July 1 to December 31 or January 1 to June 30) after every three years of service at 87.5 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 of Toronto" for purposes of calculating the faculty member's accrued service in respect of the faculty member's next research and study leave application,
- (e) The research leave allowance to which such faculty member is entitled may be paid in part as a research grant, made in accordance with University policy for awarding research grants. In appropriate circumstances the schedule of payments of research leave allowances shall be at the discretion of the faculty member concerned.
- (f) Faculty members on research leave shall be entitled to salary increases and consideration for promotion on the same basis as all other faculty members. Staff benefits will continue on the same basis.
- (g) A faculty member who wishes to take research leave shall request such leave in writing from his or her chair, dean, or principal no later than October 31 of the academic year preceding. Every request for research leave requires the approval of the Vice-President and Provost of the University of Toronto. Normally the response in principle to the request should be given by December 31 and confirmed by March 31 of the academic year preceding. Such requests may be withdrawn up to three months prior to the academic year in which the leave is to be taken. Afterwards, they can be withdrawn only with the consent of the appropriate University authority. However, this consent shall not be unreasonably denied, particularly in cases where the circumstances are beyond the control of the individual.

Requests for research leave should be accompanied by a statement of the research and scholarship, which

may include creative professional activities, the faculty member proposes to undertake and at the conclusion of the leave a report of the research and scholarship, which may include creative professional activities, shall be required by the chair, dean or principal.

Librarians

- a) All full-time librarians having permanent status shall be eligible to apply for research leave or study leave. In granting such leave, the University Chief Librarian (or the appropriate academic administrative head) shall ensure that the operational 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 University of Toronto Library System (UTL) or University. 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 percent 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 87.5 percent salary may be granted after 6 years of continuous service as a librarian at the University. Alternatively, a 6-month research leave at full salary may be granted after 6 years of continuous service at the University. As an alternative and subsequent to the first leave above, a 6-month leave at 87.5 percent salary may be granted after every three years of service. Compensation for 12 month research leave will be at 90 percent for the following librarians only: librarians taking the first research leave following a successful permanent status review and promotion to Librarian III. 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.

A librarian who is entitled to apply for a research leave or study leave may request that they 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 of Toronto" for purposes of calculating the librarian's accrued service in respect of the librarian's next research leave application.

- b) The status of librarians on a research leave or study leave is protected with respect to salary increases and promotion. Staff benefits shall continue on the same basis during the leave.
- c) Applications for research leave or study leave shall be made in writing to the University Chief Librarian with a copy to the appropriate academic administrative head and the librarian's supervisor(s) at least six months in advance. Requests for leave shall include a statement of the research or study the librarian proposes to undertake, and upon return a report of the study leave, or the research and scholarship accomplished shall be provided to the University Chief Librarian and the appropriate academic administrative head with a copy to the librarian's supervisor(s). Recommendation for leave by the University Chief Librarian requires the approval of the Vice-President and Provost.

- d) 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 faculty members. Librarians granted study leave for work leading to a degree may, on the recommendation of the University Chief Librarian, receive a portion of their salary while on leave as a fellowship.
- e) 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.
- f) A part-time librarian who holds the third in a series of three (3)-year part-time appointments and who for the whole period has held an appointment of 50 percent or more, shall be eligible to apply for research leave or study leave for up to twelve (12) months at 50 percent of the part-time salary.

Article 5: Academic Freedom and Responsibilities

1. The parties to this Agreement acknowledge that the University of Toronto 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 of Toronto 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.

For clarity, these protections apply to teaching, research and scholarship, including creative professional activities, carried out by faculty and librarians in their capacity as employees of the University.
2. A faculty member's professional obligations and responsibilities to the University of Toronto shall encompass (i) teaching; (ii) research, scholarly or creative activity; (iii) service to the University of Toronto. 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 professional 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 the University of Toronto is performed by faculty members through participation in the decision-making councils of the University of Toronto, and through sharing in the necessary administrative work of their Departments, Faculties, the University of Toronto or the Association. 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. A librarian's professional obligations and responsibilities shall encompass (i) the development of his or her professional knowledge and performance, (ii) contributions to scholarship and creative professional work, (iii) service to the University of Toronto including service to the profession. 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.

Article 6: Negotiations

General

1. Negotiation of salary and benefits (including pension, the policy on sick leave affecting faculty members and librarians, the practices affecting faculty members and librarians related to leaves of absence, short-term compassionate and emergency leaves, the policy on maternity leave, and the policies on family care leave and parental leave), workload, and those matters set out in paragraph 29 below as subject to Facilitation/Fact-finding shall take place annually in accordance with the following procedures.
2. Either party shall, prior to the month of December in the academic year in which the current agreement on salaries, benefits and workload expires, give written notice to the other party expressing its desire to negotiate.
3. The parties shall meet within four (4) weeks after the giving of notice including exchanging proposals on those matters sought to be amended, added, or modified and shall negotiate in good faith and make every reasonable effort to reach an agreement. Negotiations shall take place for up to three (3) months, subject to extension if the parties so agree.
4. (a) The parties shall with reasonable dispatch provide each other with such data and documentation as may be reasonably requested to enable full and rational discussion of the matters in dispute.
(b) For greater clarity “days” as used herein means calendar days.
(c) This Article 6, being part of the Memorandum of Agreement, shall continue in full force and effect as part of the Memorandum of Agreement, however, this Article 6 is severable from the Memorandum of Agreement and may be terminated by either party notifying the other in writing by no later than November 1 following the issuance of a final and binding non-unanimous report pursuant to paragraph 25.

Dispute Resolution Regarding Unresolved Salary, Benefits and Workload

5. If agreement has not been reached any time after three months of the giving of notice, a Mediator/Fact Finder shall be appointed by mutual agreement concerning unresolved salary, benefit or workload issues. If the parties are unable to agree upon a Mediator/Fact Finder, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party.
6. Within one week after the appointment of the Mediator/Fact Finder, each party shall give written notice to the Mediator/Fact Finder and to the other party setting out the matters relating to salaries, benefits and workload that the parties have agreed upon for inclusion in an agreement, the matters remaining unresolved, and the positions of both parties with respect to each unresolved matter.
7. The Mediator/Fact Finder shall meet with the parties and endeavour to effect agreement on the unresolved matters.
8. After the conclusion of mediation, but prior to the preparation and publication of the report of the Mediator/Fact Finder as hereinafter described, the parties shall meet at least once with the Mediator/Fact Finder. At that meeting, the Mediator/Fact Finder may convey to the parties, on a confidential basis, what the Mediator/Fact Finder regards as an appropriate settlement of the unresolved issues or the range within which the parties should attempt to reach settlement.
9. Where the parties are unable to reach agreement on unresolved matters, the Mediator/Fact Finder shall make a report without recommendations setting out:
 - (a) the position of the parties arrived at the conclusion of mediation,
 - (b) documents submitted by the parties or called for by the Mediator/Fact Finder.
10. In the event that there is no agreement between the parties after the foregoing steps, the Mediator/Fact Finder shall submit his or her report to the parties within twenty (20) days after the date of his or her appointment.
11. Neither the Mediator/Fact Finder nor the parties will publish such report during the period of ten (10) days after receipt thereof, and during such period, the parties shall meet and continue to negotiate in good faith in an endeavour to reach agreement on all unresolved matters. After the expiry of ten (10) days from the date of delivery of the report of the Mediator/Fact Finder to the parties and failing agreement on the unresolved issues, the parties shall jointly publish the report of the Mediator/Fact Finder in a mutually agreed upon manner.

12. The Mediator/Fact Finder shall establish his or her own procedure and where the Mediator/Fact Finder requests information, the parties shall make reasonable efforts to provide the Mediator/Fact Finder with full and complete factual information which shall be communicated to the other party.
13. Failing agreement on salaries, benefits and workload within seven (7) days after the report of the Mediator/Fact Finder is made public, all unresolved salary, benefits and workload matters may be referred to a Dispute Resolution Panel. The Dispute Resolution Panel shall, unless otherwise agreed between the parties, be composed of three (3) panelists, one panelist selected by each of the parties and a third panelist who shall be Chair.
14. The procedure for appointing the Dispute Resolution Panel shall be as follows:
 - (a) the party referring the unresolved matters to a Dispute Resolution Panel shall, in its notice of referral, advise the other party of the name of its panelist to the Dispute Resolution Panel;
 - (b) the recipient of the notice shall appoint its panelist to the Dispute Resolution Panel within five (5) days of being notified by the other party of the name of its panelist;
 - (c) within ten (10) days from the naming of the panelist referred to in (b), the two panelists selected shall make every reasonable effort to agree upon a third person to be Chair of the Dispute Resolution Panel. If the two panelists fail to agree, within fifteen (15) days from the naming of the panelist referred to in (b) above, upon a person who is willing and able to act as Chair, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party;
 - (d) in the event a party fails to appoint its panelist, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of the other party.
15. The Mediator/Fact Finder shall not be eligible to serve as a member or Chair of the Dispute Resolution Panel, unless the parties otherwise agree.
16. The Dispute Resolution Panel shall make every reasonable effort to issue a unanimous report which shall attempt to reflect the agreement the parties would have reached if they had been able to agree. In endeavouring to reach a unanimous report the members of the Panel may confer with their appointing parties. The members of the Panel shall make their decision without taking into account the possibility that it may be repudiated by the Governing Council.
17. The Dispute Resolution Panel shall prepare a report setting out recommendations for terms of settlement together with reasons in support thereof.
18. Before preparing a report, the Dispute Resolution Panel shall hold a hearing after giving both parties appropriate notice. The Dispute Resolution Panel shall determine its own procedure but shall allow each party to:
 - (a) be represented by counsel or an agent;
 - (b) call evidence and make submissions and arguments, oral and written; and
 - (c) conduct cross-examination of witnesses at the hearing.
19. The jurisdiction of the Dispute Resolution Panel shall encompass only those unresolved matters relating to salaries, benefits and workload that have been referred to it by the parties. The Dispute Resolution Panel shall, however, take into account the direct or indirect cost or saving of any change or modification of any salary or benefit agreed to by the parties in making its recommendation for terms of settlement.
20. The report of the Dispute Resolution Panel together with any minority report shall be issued to the parties no later than twenty (20) days after conclusion of the proceedings before the Dispute Resolution Panel. It is agreed that neither the Panel nor either of the parties will publish such report for the period of ten (10) days after the receipt thereof.
21. If the parties fail to reach agreement within ten (10) days after delivery to them of the report of the Dispute Resolution Panel, the report shall be made public. Publication shall be made jointly by the parties in a mutually agreed upon manner.
22. In the event the report of the Dispute Resolution Panel is unanimous on all matters referred to it by the parties, the recommendations for terms of settlement contained in the report shall be binding on the parties.
23. If the report of the Dispute Resolution Panel is not unanimous on all matters referred to it, the recommendations for terms of settlement of the majority of the Panel, or in the event there is no majority report, in the report of the Chair, (hereinafter referred to as a “non-unanimous report”) shall be binding on the parties unless repudiated within fifteen (15) days after the date of publication of the report in the University of Toronto Bulletin by a majority vote of the Governing Council. Repudiation of a non-unanimous report by the Governing Council shall be only on the recommendation of the President.

24. In the event of repudiation by the Governing Council of a non-unanimous report and in the event no agreement is reached by the parties after the issuance by the Dispute Resolution Panel of a non-unanimous report, the matters in dispute shall be determined by the Governing Council on the recommendation of the President of the University of Toronto. The President's recommendation shall not be less favourable to faculty members and librarians than the administration's position before the Dispute Resolution Panel on all matters in dispute and shall incorporate:
 - (a) all matters agreed upon by the parties both before and after the issuance by the Dispute Resolution Panel of its non-unanimous report, and
 - (b) all matters upon which the Dispute Resolution Panel is unanimous.
25. If any settlement is determined by decision of the Governing Council following repudiation of a non-unanimous report of the Dispute Resolution Panel, negotiations for the next academic year shall follow the procedure contained herein except that the report of the Dispute Resolution Panel shall be final and binding if unanimous, and if non-unanimous, the report of the majority of the Dispute Resolution Panel, or in the event there is no majority, the report of the Chair shall be final and binding on both parties and there shall be no right to repudiate. The procedure contained in this paragraph 25 is subject to the *Arbitration Act*. The Chair of the Dispute Resolution Panel under this paragraph 25 shall not be the same as the Chair of the Dispute Resolution Panel established in the previous year.
26. If negotiations in any year are resolved without repudiation of the report of the Dispute Resolution Panel by the Governing Council, the negotiating procedures contained herein, including the right to repudiate a non-unanimous report of the Dispute Resolution Panel, shall apply for the next academic year, and thereafter, unless repudiation of a non-unanimous report occurs again, in which case, the procedure outlined in paragraph 25 will apply.
27. The fees and expenses of the Mediator/Fact Finder and of the Chair of the Dispute Resolution Panel and the costs of publication of any reports contemplated by this Article shall be borne equally by the parties.
28. No person shall be appointed as Mediator/Fact Finder or member or Chair of the Dispute Resolution Panel who is an employee or officer of the University of Toronto or a member of the Governing Council or who has a direct pecuniary interest in the matters coming before him or her, or, within the period of six (6) months immediately before the date of his or her appointment, has acted as a negotiator for either of the parties.

Facilitation/Fact Finding

29. The following matters are subject to the facilitation and fact-finding process described below (hereafter the "facilitation and fact-finding process"):
 - a) Article 2 listed policies, except that the policy on the process for Academic Restructuring will not be subject to the facilitation and fact-finding process for a period of five (5) years after that policy is approved;
 - b) Article 3, the non-arbitrable components (if any) of Article 4, Article 7, Article 9 except as it relates to academic freedom, and Articles 10, 11, 13, 18 and 19 (including privacy and technology issues); and
 - c) Other significant terms and conditions of employment for faculty and/or librarians contained in existing or proposed University-wide policies (hereafter "Significant Terms and Conditions of Employment"). Any differences over whether any matter comprises Significant Terms and Conditions of Employment will be resolved by the Chief Arbitrator.
30. For those matters identified in paragraph 29 above, and subject to the time restriction in paragraph 29(a) above, the parties will agree on a facilitator to assist them to reach mutual agreement. If the parties cannot agree, the Chief Justice of Ontario will appoint the facilitator.
31. If the parties do not reach agreement on such matters with the assistance of the facilitator, either party can refer the matter(s) to the fact-finding phase of the process. The fact-finding phase will be conducted by a three person panel provided the parties can mutually agree on all three members of the panel, failing which there will be a one-person fact-finder who will be appointed as follows. The parties can appoint any individual by mutual agreement. Failing agreement, the parties will ask the Chief Justice of Ontario to appoint the fact-finder. The criteria for appointment by the Chief Justice will be that the fact-finder will be external to the University (i.e. not a current faculty member or librarian) who is a current or former academic with a record of academic achievement at a comparable peer research-intensive university, with expertise and substantial experience in university matters, and who will bring a fair-minded perspective to the fact-finding task. If the agreed upon or appointed fact-finder does not have legal training or labour relations experience, he or she may seek advice from the legal counsel to the University of Toronto Tenure Appeals Committee or the Chief Arbitrator as the fact-finder considers appropriate.

32. The parties will provide written submissions to the fact-finder/panel with respect to the matters under consideration. The fact-finder/panel will otherwise determine the appropriate procedure, which may include an opportunity to meet with the parties for further input, and confidential informal feedback to the parties.
33. Following its review, the fact-finder/panel shall prepare a Report, setting out the issues agreed upon by the parties, the issues in dispute between them, a summary of the parties' respective positions on the unresolved issues, and non-binding recommendations to the parties on the matters in dispute, which non-binding recommendations can include elements of either party's proposal on unresolved matters.
34. The fact-finder's/panel's recommendations will not be made public until two (2) months after the recommendations have been made to the parties. During that period, the parties may reach agreement on the matters in dispute.
35. If the parties do not reach agreement on all of the matters in dispute within that two month period, the fact-finder's/panel's recommendations on unresolved matters will be made public. Unless Governing Council and the Association Council agree to the recommendations or to some modification of the recommendations, no changes will be made. Where recommendations are jointly agreed to and approved by Governing Council and the Association Council, the matters agreed to will form part of Article 2 or the relevant Article of the Memorandum of Agreement as the case may be.
36. Unless otherwise agreed by the parties, the facilitator and fact-finder will be independent of and not employed by either party.
37. The University of Toronto will notify the Association in a timely way of proposed changes to or of proposed new University-wide terms and conditions of employment of faculty members and/or librarians. The Association will be given a reasonable opportunity to respond to such proposals. If the Administration and the Association agree that the proposal comprises Significant Terms and Conditions of Employment, or if failing agreement, on the expeditious application to the Chief Arbitrator, the Chief Arbitrator decides it comprises Significant Terms and Conditions of Employment, then the Association may refer the matter to the facilitation and fact-finding process and no changes will be made (absent agreement) until one (1) month after the end of the facilitation and fact-finding process (i.e. until one (1) month after public release of recommendations).
38. In some circumstances the University of Toronto may have a bona fide need to seek changes to or propose new University-wide terms and conditions of employment of faculty members and/or librarians in an expeditious manner or before a particular date or event (e.g. as a result of new or changed legislation, government directive or policy, or new or changed rules of an external agency). If the University of Toronto and the Association agree that it comprises Significant Terms and Conditions of Employment or failing agreement, on the expeditious application to the Chief Arbitrator the Chief Arbitrator decides it comprises Significant Terms and Conditions of Employment and the Association refers the matter to the facilitation and fact-finding process the parties will cooperate to ensure that the process is expedited such that from the time of notice to the Association under paragraph 37 above until the recommendations of the fact-finder are made public under paragraph 35 above no more than six (6) months time shall pass (including a truncated time for the fact-finding recommendations to be made public under paragraph 35 above from two (2) months to fifteen (15) calendar days), failing which the University of Toronto may implement the changed or new Significant Terms and Conditions of Employment before the completion of the facilitation and fact-finding process. The Chief Arbitrator will resolve any difference over whether there is a bona fide need on an expedited basis.
39. Nothing herein shall prevent the University of Toronto from implementing a change to or new Significant Terms and Conditions of Employment in a timely way as required by law but the facilitation and fact-finding process still applies. The Chief Arbitrator will resolve any difference over whether the change or new policy was required by law.

Article 7: Grievance and Arbitration 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 the University of Toronto, referred to or stipulated in this Agreement or otherwise, other than a complaint by the Association about breach of any of the undertakings or provisions of this Agreement that directly relate to the Association 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 Association at any step in the grievance and arbitration procedures, if they so desire.

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

If a specified time limit is engaged in July and/or August, a request for an extension of that time limit by either party will not be unreasonably denied.

Wherever an official is specified in this grievance procedure, a designate may be appointed to act. Any designate for the administrative official at Steps 2 or 3 shall be a person whose position is excluded from membership in the Association under Article 13 or as otherwise agreed to by the parties.

Written decisions regarding a grievance under Step 1, Step 2, Step 3 or the Association Grievance provisions are not and will not be labelled "without prejudice". However, if, in addition to the decision regarding the grievance the written communication containing the decision includes any settlement offer or settlement proposal to resolve the grievance in whole or in part, any and all such part(s) of the written communication setting out the settlement proposal shall be treated for all purposes as being without prejudice.

Step 1

Note: Grievances in Single Department Faculties commence at Step 2.

If a faculty member or librarian has a grievance they shall discuss it informally at the first administrative level having the authority to dispose of it. This shall usually be the department Chair or equivalent in multi-departmental faculties/divisions and the supervisor in University of Toronto Libraries. Such grievances must be presented within thirty (30) working days after the grounds for the grievance were known or ought reasonably to have been known by the faculty member or librarian. The department Chair, supervisor or equivalent shall notify the grievor and their representative(s) of the decision within fifteen (15) working days.

Where the grievance or a group grievance (defined below) includes allegations of workplace harassment, workplace violence or discrimination; or there is a reasonable apprehension of bias, or conflict of interest by the department Chair, supervisor, or equivalent, the grievance may at the discretion of the grievor(s) or their representative(s) commence directly at Step 2.

Grievances related to Sexual Violence will proceed directly to Step 3.

Step 2

If the grievance is not resolved under Step 1, then, within ten (10) working days of the Step 1 decision, the faculty member or librarian may present a written grievance to the Dean, Principal, University Chief Librarian or equivalent in their division. At this stage of the procedure pertinent documentation available at the time that might serve to substantiate or resolve the grievance should be exchanged, subject to Article 10 below.

If the grievance is not heard at Step 1, because it arises in a single-departmental faculty or for any other reason set out above, a grievor or their representative(s) may file a written grievance within forty (40) working days after the grounds for the grievance were known or ought reasonably to have been known by the faculty member or librarian. No later than fifteen (15) working days following receipt of the written grievance, the Dean, Principal, University Chief Librarian or equivalent (who is not eligible for membership with the Association) shall meet with the grievor and their representative(s) for the purposes of discussing the grievance.

The Dean, Principal, University Chief Librarian or equivalent (who is not eligible for membership with the Association) shall notify the grievor and their representative(s) in writing of the decision, including reasons for the decision, within fifteen (15) working days of the grievance meeting.

Where the grievance or a group grievance (defined below) includes allegations of workplace harassment, workplace violence or discrimination; or there is a reasonable apprehension of bias, or conflict of interest by the Dean, Principal, University Chief Librarian or equivalent, the grievance may at the discretion of the grievor(s) or their representative(s) commence directly at Step 3.

Grievances related to Sexual Violence will proceed directly to Step 3.

Step 3

If the grievance is not resolved under Step 2, the grievor or their representative(s), within fifteen (15) working days after the written decision has been given under Step 2, may advance the grievance to the Vice-President and Provost.

No later than fifteen (15) working days following the receipt of the grievance, the Vice-President and Provost shall meet with the grievor and their representative(s) for the purposes of discussing the grievance. The Vice-President and Provost shall notify the grievor and their representative(s) in writing of the decision, including reasons for the decision, within fifteen (15) working days of the grievance meeting.

Where the grievance or a group grievance (defined below) includes allegations of workplace harassment, workplace violence or discrimination against the Vice-President and Provost, or there is a reasonable apprehension of bias, or conflict of interest on the part of the Vice-President and Provost, the grievance may at the discretion of the grievor(s) and their representative(s) be heard at Step 3 by another appropriate Vice-President.

Where the grievance or a group grievance (defined below) includes allegations of workplace harassment, workplace violence or discrimination against the Vice-President and Provost's designate; or there is a reasonable apprehension of bias or conflict of interest on the part of the Vice-President and Provost's designate, the grievance may at the discretion of the grievor(s) and their representative(s) be heard at Step 3 by the Vice-President and Provost.

Arbitration

Failing a satisfactory resolution of the grievance under Step 3, the grievor or their representative(s) may refer the grievance to arbitration with notice to the President and Vice-President and Provost of the University of Toronto within a period of fifteen (15) working days after the written decision has been given under Step 3.

The arbitrator shall be selected, on a rotating basis, from the applicable mutually agreed-upon list, commencing with the first arbitrator named. For each successive referral to arbitration, the next arbitrator named on the list shall be selected.

However, by mutual consent in writing, the parties may select a listed Arbitrator out of sequence or select an arbitrator not on the list.

The University Administration and Association will maintain two lists of arbitrators: (1) a list for Association grievances, and (2) a list for individual and group grievances.

The list for Association grievances shall be as follows:

- (1) Eli Gedalof (Chief Arbitrator)
- (2) [A name to be determined] (Deputy Chief Arbitrator)
- (3) By mutual agreement in writing, the parties may agree to one of the arbitrators listed below for individual and group grievances to be the arbitrator for an Association grievance.

The list for individual and group grievances shall be as follows:

- (1) Eli Gedalof
- (2) Lindsay Lawrence
- (3) Jasbir Parmar
- (4) Mark Wright
- (5) Sheri Price
- (6) William Kaplan

An arbitrator may be added to, or removed from, a list only on agreement of the University Administration, Association, and the arbitrator.

The parties agree that vacancies will not delay the scheduling of grievances. The parties will meet within sixty (60) days to make earnest efforts to fill a vacancy. In the event the parties are unable to agree, the Chief Arbitrator will be engaged as mediator to assist the parties in filling the vacancy, upon the written request of either party.

The parties will pre-schedule dates into the future with each of the arbitrators, such that they will be available within a reasonable period of time. The parties will pre-schedule eighteen (18) days per year with the Chief Arbitrator and no fewer than five (5) days per year with each of the remaining arbitrators.

The Parties will also endeavor to cancel any pre-scheduled dates in advance, so as to avoid incurring cancellation fees.

If the arbitrator selected is unavailable within a reasonable period of time, the next person on the list shall be selected. For the purposes of this article, a reasonable period of time shall not exceed nine (9) months.

Should none of the arbitrators on a list be available within a reasonable period of time, the parties may select a mutually agreeable alternative. If the parties do not agree on the arbitrator or to extend the reasonable period of time for arbitration in a specific case, the Chief Arbitrator shall be asked to determine the individual to serve as arbitrator upon the written request of either party and after consultation with both parties.

The Deputy Chief Arbitrator will exercise all of the duties of the Chief Arbitrator set out in this Agreement, in the event the Chief Arbitrator is unable to do so.

In any event, an arbitrator will be selected within thirty (30) working days of the notice of intent to proceed to arbitration.

The parties to the arbitration shall jointly and equally bear the fees and expenses of the arbitrator.

The arbitrator will be vested with the same powers conferred upon an arbitrator or board of arbitration under the Labour Relations Act (as amended from time to time). The decision of the arbitrator shall be final and binding on the parties; however, the arbitrator will not have the jurisdiction to change any of the provisions of a duly enacted policy or established practice of the University of Toronto or to substitute any new provision therefor, or to alter this Agreement.

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 forty (40) 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.

Where a grievance affects two or more faculty members or librarians working in different departments in the same

division, they may initiate a group grievance at Step 2 within forty (40) working days after the grounds for the group grievance were known or ought reasonably to have been known. Where a grievance affects two or more faculty members or librarians in different divisions, they may initiate a group grievance at Step 3 within forty (40) working days after the grounds for the grievance were known or ought reasonably to have been known. If the grievance is not settled at this stage, it may be pursued through Arbitration on the terms set out above.

Association Grievance

An Association grievance is any complaint by the Association that any of the undertakings or provisions in this Agreement that directly relate to the Association as such has been breached. If the Association considers that any of the undertakings or provisions in this Agreement that relate to the Association have been breached, the Association may give written notification to the Vice-President and Provost. The matter shall then be placed in written form on the agenda of a Joint Committee meeting, which shall be held within fifteen (15) working days of the notification to the Vice-President and Provost. The parties agree that every effort should be made to resolve an Association grievance in the Joint Committee. In the event that the matter is not resolved at the meeting, the Association shall be deemed to have filed a grievance. The Vice-President and Provost shall respond in writing to the grievance within fifteen (15) working days of the meeting. The Vice-President and Provost's response shall constitute the Step 3 response. If the Association grievance is not resolved at Step 3, it may proceed further in the manner described above.

Article 8: Workloads and Working Conditions

The parties agree that no faculty member shall be expected to carry out duties and have a workload unreasonably in excess of those applicable to faculty members within the academic division or department (in multi-departmental divisions) of the University of Toronto to which such faculty member belongs.

In the interest of research and scholarship, faculty members shall not be required to teach formal scheduled courses for more than two terms in any academic year and those terms normally shall be the Spring and Fall terms. Summer teaching shall continue to be voluntary and on an overload basis. However, nothing in this Article shall be interpreted to alter substantially the current arrangements for integrated summer teaching in those departments and divisions where this is now the practice. Nor shall this Article be construed to preclude faculty members from voluntarily agreeing to rearrange their teaching schedules so as to include summer teaching as part of their normal teaching loads where this is acceptable to them and to the colleges, divisions or departments (in multi-departmental divisions) offering summer courses.

The University of Toronto 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 amid equitable distribution of support among members of the same academic division or department (in multi-departmental divisions).

Amendments to Article 8 will be made in accordance with and are part of the process under Article 6 of this Memorandum of Agreement.

Workload is subject to this Article and the Workload Policy and Procedures for faculty and librarians negotiated pursuant to Article 6.

Article 9: 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, fringe benefits, pensions, rank, promotion, tenure, reappointment, dismissal, research or other leaves, or any other terms and conditions of employment by reason of age, race, creed, colour, disability, national origin, citizenship, religious or political affiliation or belief, sex, sexual orientation, gender identity, gender expression, marital status or family status, place of residence, membership or activity in the Association, or any activity pursuant to the principles of academic freedom set out in Article 5, as well as any other ground included in or added to the Ontario *Human Rights Code*.

Article 10: 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 the University of Toronto 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 department Chair (or

Dean or Personnel Librarian as appropriate) 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 department and/or division until one (1) 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 at the request of the individual faculty member or librarian.

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

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 University 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 University administrative purposes other than personnel decisions affecting the faculty member or librarian.

Article 11: Information

The University of Toronto agrees to provide the Association such documents as may be necessary for the negotiation of matters pursuant to this Agreement. This shall include, without limiting the generality of the foregoing: University financial reports and audits; the University of Toronto summary budget, budget estimates and allocations relating to academic staff provided to the Budget Committee; University-wide salary analyses; age, rank and salary profiles; any instructional activity analyses; staff benefit costs; actuarial reviews of the University of Toronto pension plans; and all other such documents provided to or received from the Ministry of Training Colleges and Universities, the Ontario Council on University Affairs, Statistics Canada, or the Governing Council. The University of Toronto 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 Governing Council or its committees, in sufficient time to afford the Association a reasonable opportunity to consider them and, if deemed necessary, to make representations when they are dealt with by the Governing Council or its committees. Copies of all agendas, minutes, motions, resolutions, bylaws, and rules and regulations adopted by the Governing Council shall also be forwarded to the Association.

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

The University of Toronto agrees to designate an information contact person who will conduct the exchange of information with an information officer designated by the Association. The Parties agree that any dispute concerning compliance with this article shall be referred to the Chief Arbitrator for expeditious and final and binding decision.

The Association agrees that confidential information that could identify individual faculty members or librarians transmitted by the University of Toronto to the Association in relation to salary and benefit negotiations will not be used in a manner which would allow the identification of individual members. The Association also confirms that it will not use the information in a manner that would be inconsistent with the requirements of negotiations or communication with members of the Association. The Association agrees that all confidential information shall be maintained in a secure location separate and apart from the general files of the Association.

Article 12: Joint Committee

The parties agree to maintain a Joint Committee consisting of not fewer than four (4) representatives of the Association and not fewer than four (4) representatives of the University of Toronto Administration. The Joint Committee shall meet at least twice each term during the academic year. In addition, the representatives of either party to this Agreement may call a meeting of the Joint Committee on seven (7) days' written notice. The representatives of either party may place items on the agenda in advance of each meeting.

The Joint Committee is to have terms of reference wide enough to allow it to 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 to have a liaison and monitoring function with respect to the administration of this Agreement.

Article 13: Association Relations

No faculty member or librarian shall be required to join the Association as a condition of employment. For faculty members and librarians employed at the University of Toronto as at June 30, 1998, the University of Toronto agrees to continue the present practice of deducting Association dues from the salaries of all faculty members and librarians who so elect, and shall forward the dues collected to the Association in accordance with present practice. The University of Toronto President, the Vice-President and Provost and other Vice- Presidents, the Vice- Provosts, Deans and Principals, Vice-Deans (Faculty)* and Associate Deans (Faculty)*, the University Chief Librarian and the Deputy Chief Librarian* will not be eligible for membership in the Association nor will any Association dues be deducted from their salaries while they hold these appointments.

*See Letter of Understanding between the University Administration and UTFA regarding Article 13 dated January 8, 2025.

Faculty members and librarians who commence employment at the University of Toronto on July 1, 1998, or later shall be required, as a term of employment, to provide a written authorization (such authorizations to be subject to paragraph 1 below) to deduct from his or her salary an amount equal to the membership dues in the Association fixed annually in accordance with the Association's constitution and to remit that amount the Association. The University of Toronto agrees to deduct an amount equal to such dues from the salaries of all such faculty and librarians according to the written authorizations amid shall forward the amounts collected to the Association in accordance with the present practice for remitting dues of faculty members and librarians employed as at June 30, 1998. The University of Toronto will, in addition to the requirements under Article 19, continue the present practice of providing new faculty members and librarians with Association membership information upon their arrival at the University of Toronto. 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 the deduction from salary of an amount equal to membership dues in the Association for remission to the Association, the faculty member or librarian may give a signed declaration to the University of Toronto, copied to the Association, stating that they conscientiously object to the deduction of an amount equivalent to dues being remitted to the Association and directing the University of Toronto to deduct from his or her salary an amount equal to membership dues in the Association and to remit such amount to the University of Toronto's President's Scholarship Fund available for first year undergraduate students or the United Way. 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 of Toronto 30 days prior to the first day of the month in which such monies are to be redirected to remit an amount equivalent to Association dues to one of the designated charities rather than to the Association.

On or before the tenth day of each month, the University of Toronto shall deliver to the Association a list of all persons from whose salaries deductions of an amount equivalent to Association dues were made during the previous month and a list of all persons who directed an amount equivalent to Association dues to be paid to the University of Toronto's President's Scholarship Fund or the United Way during the previous month. On January 1st and July 1st of each year, the University of Toronto shall also provide the Association with a list of all faculty members and librarians.

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

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

The University of Toronto agrees to provide to the Association the names of faculty and librarians who have given notice of intent to retire in the future unless the faculty member objects to that disclosure.

The University of Toronto agrees to provide 3.5 FTE release time for the Association. The University of Toronto shall assume financial responsibility for such released time in accordance with standard budgeting practices. Contribution to the Association will be considered along with academic performance in computing salary increases, progress through the ranks and similar benefits to which the President and Vice-Presidents above may be entitled.

Article 14: Non-Applicability to Federate Universities

The parties acknowledge that, because of the independence of the governing bodies of the Federated Universities, the provisions of this Agreement do not apply to such governing bodies.

Article 15: The University of Toronto Act and Severability

The parties agree that this Agreement is subject to the provisions of *The University of Toronto Act 1971* as amended from time to time. If any provision of this Agreement is held to be or rendered invalid by judicial or legislative act, the remainder of this Agreement shall remain in force and the parties agree to meet and renegotiate

whatever portion may have been held or rendered invalid.

Article 16: Amendments to *The University of Toronto Act*

The University of Toronto agrees not to recommend changes in *The University of Toronto Act* relating to terms and conditions of employment of faculty members and librarians without prior consultation with the

Association.

Article 17: Changes to Agreement

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

Article 18: Copies of Agreement

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

Article 19: Newly Appointed Faculty Members and Librarians

The University of Toronto 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. The University of Toronto agrees to include a brochure provided by the Association in the information package sent to individuals who are short-listed for faculty member or librarian appointments. The University of Toronto agrees to provide contact information about the Association and its website address to individuals who are being offered appointments as faculty members or librarians. The University of Toronto agrees to provide names of individuals who accept positions with the University of Toronto unless the individual expressly requests that their name not be provided to the Association in advance of their start date with the University of Toronto.

Article 20: Correspondence

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

Article 21: Term of Agreement

This Agreement shall continue in full force and effect until June 30, 1983, and thereafter automatically renew itself for periods of one (1) year unless either party notifies the other in writing, in the period from December 1 to December 31 inclusive, prior to any expiry date, that it desires to terminate this Agreement.

Article 22: Entry Into Force

This Agreement shall enter into force upon signature by the Chair of the Governing Council of the University of Toronto and by the President of the Association following ratification of the Agreement by the Governing Council and the Association.

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

THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

by: _____
CHAIR

attest: _____
PRESIDENT

THE UNIVERSITY OF TORONTO
FACULTY ASSOCIATION

by: _____
PRESIDENT

attest: _____
VICE-PRESIDENT

This consolidated text includes amendments ratified by the parties to the 3rd day of April, 2025.

Appendix A

Note: Changes are tracked in tracked changes against existing *Memorandum of Agreement, January 1, 2024*

Article 7: Grievance and Arbitration 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 the University of Toronto, referred to or stipulated in this Agreement or otherwise, other than a complaint by the Association about breach of any of the undertakings or provisions of this Agreement that directly relate to the Association 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 Association at any step in the grievance and arbitration procedures, if ~~he or she~~they so desires.

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

If a specified time limit is engaged in July and/or August, a request for an extension of that time limit by either party will not be unreasonably denied.

Wherever an official is specified in this grievance procedure, a designate may be appointed to act. Any designate for the administrative official at Steps 2 or 3 shall be a person whose position is excluded from membership in the Association under Article 13 or as otherwise agreed to by the parties.

Written decisions regarding a grievance under Step 1, Step 2, Step 3 or the Association Grievance provisions are not and will not be labelled "without prejudice". However, if, in addition to the decision regarding the grievance the written communication containing the decision includes any settlement offer or settlement proposal to resolve the grievance in whole or in part, any and all such part(s) of the written communication setting out the settlement proposal shall be treated for all purposes as being without prejudice.

~~Step No.~~ 1

Note: Grievances in Single Department Faculties commence at Step 2.

If a faculty member or librarian has a grievance ~~he or she~~they shall discuss it ~~orally and~~ informally at the first administrative level having the authority to dispose of it. This shall usually be the department Chair or equivalent in multi-departmental faculties/divisions and the supervisor in University of Toronto Libraries. Such grievances must be presented within thirty (30) ~~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 department Chair, supervisor or equivalent shall notify the grievor and their representative(s) of the decision within fifteen (15) ~~ten (10)~~ working days.

Where the grievance or a group grievance (defined below) includes allegations of workplace harassment, workplace violence or discrimination; or there is a reasonable apprehension of bias, or conflict of interest by the department Chair, supervisor, or equivalent, the grievance may at the discretion of the grievor(s) or their representative(s), commence directly at Step 2.

Grievances related to Sexual Violence will proceed directly to Step 3.

Step ~~No.~~2

If the grievance is not resolved under Step ~~No.~~1, then, within ten (10) working days of the Step 1 decision, the faculty member or librarian may present a written grievance to the Dean, Principal, University Chief Librarian or equivalent in their his or her division. At this stage of the procedure pertinent documentation available at the time that might serve to substantiate or resolve the grievance should be exchanged, subject to Article 10 below.

If the grievance is not heard at Step 1, because it arises in a single-departmental faculty or for any other reason set out above, a grievor or their representative(s) may file a written grievance within forty (40) working days after the grounds for the grievance were known or ought reasonably to have been known by the faculty member or librarian. No later than fifteen (15) working days following receipt of the written grievance, the Dean, Principal, University Chief Librarian or equivalent (who is not eligible for membership with the Association) shall meet with the grievor and their representative(s) for the purposes of discussing the grievance.

The Dean, Principal, University Chief Librarian or equivalent (who is not eligible for membership with the Association) shall notify the grievor and their representative(s) in writing of the decision, including reasons for the decision, within fifteen (15) working days of the grievance meeting.

Where the grievance or a group grievance (defined below) includes allegations of workplace harassment, workplace violence or discrimination; or there is a reasonable apprehension of bias, or conflict of interest by the Dean, Principal, University Chief Librarian or equivalent, the grievance may at the discretion of the grievor(s) or their representative(s) commence directly at Step 3.

Grievances related to Sexual Violence will proceed directly to Step 3.

Step ~~No.~~3

If the grievance is not resolved under Step ~~No.~~ 2, the grievor or their representative(s), within fifteen (15) fourteen (14) working days after the written decision has been given under Step ~~No.~~2, may advancepresent the grievance to the Vice-President and Provost.

No later than fifteen (15) working days following the receipt of the grievance, the Vice-President and Provost shall meet with the grievor and their representative(s) for the purposes of discussing the grievance. The Vice-President and Provost shall notify the grievor and their representative(s) in writing of the decision, including reasons for the decision, within fifteen (15) twenty one (21) working days of the grievance meeting.

Where the grievance or a group grievance (defined below) includes allegations of workplace harassment, workplace violence or discrimination against the Vice-President and Provost, or there is a reasonable apprehension of bias, or conflict of interest on the part of the Vice-President and Provost, the grievance may at the discretion of the grievor(s) and their representative(s) be heard at Step 3 by another appropriate Vice-President.

Where the grievance or a group grievance (defined below) includes allegations of workplace harassment, workplace violence or discrimination against the Vice-President and Provost's designate; or there is a reasonable apprehension of bias or conflict of interest on the part of the Vice-President and Provost's designate, the grievance may at the discretion of the grievor(s) and their representative(s) be heard at Step 3 by the Vice-President and Provost.

Arbitration Step No. 4

Failing a satisfactory resolution of the grievance under Step ~~No. 3~~, the grievor or their representative(s) may refer ~~to the grievance to arbitration Grievance Review Panel~~, with notice to the President and Vice-President and Provost of the University of Toronto within a period of fifteen (15) working days after the written decision has been given under Step ~~No. 3~~.

The arbitrator shall be selected, on a rotating basis, from the applicable mutually agreed-upon list, commencing with the first arbitrator named. For each successive referral to arbitration, the next arbitrator named on the list shall be selected.

However, by mutual consent in writing, the parties may select a listed Arbitrator out of sequence or select an arbitrator not on the list.

The University Administration and Association will maintain two lists of arbitrators: (1) a list for Association grievances, and (2) a list for individual and group grievances.

The list for Association grievances shall be as follows:

- (1) Eli Gedalof (Chief Arbitrator)
- (2) [A name to be determined] (Deputy Chief Arbitrator)
- (3) By mutual agreement in writing, the parties may agree to one of the arbitrators listed below for individual and group grievances to be the arbitrator for an Association grievance.

The list for individual and group grievances shall be as follows:

- (1) Eli Gedalof
- (2) Lindsay Lawrence
- (3) Jasbir Parmar
- (4) Mark Wright
- (5) Sheri Price
- (6) William Kaplan

An arbitrator may be added to, or removed from, a list only on agreement of the University Administration, Association, and the arbitrator.

The parties agree that vacancies will not delay the scheduling of grievances. The parties will meet within sixty (60) days to make earnest efforts to fill a vacancy. In the event the parties are unable to agree, the Chief Arbitrator will be engaged as mediator to assist the parties in filling the vacancy, upon the written request of either party.

The parties will pre-schedule dates into the future with each of the arbitrators, such that they will be available within a reasonable period of time. The parties will pre-schedule **eighteen (18)** days per year with the Chief Arbitrator and no fewer than **five (5)** days per year with each of the remaining arbitrators.

The Parties will also endeavor to cancel any pre-scheduled dates in advance, so as to avoid incurring cancellation fees.

If the arbitrator selected is unavailable within a reasonable period of time, the next person on the list shall be selected. For the purposes of this article, a reasonable period of time shall not exceed nine (9) months.

Should none of the arbitrators on a list be available within a reasonable period of time, the parties may select a mutually agreeable alternative. If the parties do not agree on the arbitrator or to extend the reasonable period of time for arbitration in a specific case, the Chief Arbitrator shall be asked to determine the individual to serve as arbitrator upon the written request of either party and after consultation with both parties.

The Deputy Chief Arbitrator will exercise all of the duties of the Chief Arbitrator set out in this Agreement, in the event the Chief Arbitrator is unable to do so.

In any event, an arbitrator will be selected within thirty (30) working days of the notice of intent to proceed to arbitration.

The parties to the arbitration shall jointly and equally bear the fees and expenses of the arbitrator.

~~This notice of intention to proceed to the Grievance Review Panel shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the grievor.~~

~~The Grievance Review Panel, composed of an external Chair, seven members of the faculty and one librarian, is appointed by the President of the University of Toronto after consultation and agreement with the Association. The terms shall be for two years, with half of the faculty and librarian membership completing their terms each year. Vacancies on the Panel shall be filled by the President after consultation and agreement with the Association. The grievances will be heard by a three person Grievance Review Committee, chaired by the external Chair of the Grievance Review Panel, with the other two (2) members of the Committee coming from the Panel. The Grievance Review Panel may establish its rules of procedure.~~

~~The external Chair of the Grievance Review Panel will be a legally trained person with experience and expertise in University matters, mutually agreeable to the parties and appointed by the President of the University of Toronto. If the parties are unable to agree on the external Chair of the Grievance Review Panel then the Chief Justice of Ontario shall be asked to determine the individual upon the application of either party and after consultation with both parties, and that person shall be appointed by the President of the University of Toronto.~~

~~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. If the Grievance Review Panel chooses to retain external legal counsel, the Grievance Review Panel will select such counsel, subject to mutual agreement of the parties.~~

The arbitrator will be vested with the same powers conferred upon an arbitrator or board of arbitration under the *Labour Relations Act* (as amended from time to time). The decision of the arbitrator ~~Grievance Review Committee~~ shall be final and binding on the ~~parties; grievor and the University of Toronto.~~ At no stage of these procedures, however, ~~the arbitrator will not~~ will an administrative official of the University of Toronto or the Grievance Review Committee have the jurisdiction to change any of the provisions of a duly enacted policy or established practice of the University of Toronto or to substitute any new provision therefor, or to alter this Agreement. ~~The decision of the Grievance Review Committee shall be unanimous or one reached by the majority of the Committee; provided, however, that if there is no majority decision, then the decision of the Chair shall constitute the final and binding decision of the Committee.~~

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

Group Grievance

A group grievance, which is a grievance as defined above by two or more faculty members or librarians, may be brought forward at Step ~~No. 1~~ of the grievance procedure at any time within forty (40) ~~thirty (30)~~ working days after the grounds for the group grievance were known or ought reasonably to have been known by the faculty members or librarians concerned. If the group grievance is not resolved under Step ~~No. 1~~, it may be pursued through the remaining steps of the grievance procedure.

Where a grievance affects two or more faculty members or librarians working in different departments in the same division, they may initiate a group grievance at Step ~~No. 2~~ within forty (40) ~~thirty (30)~~

working days ~~after~~ the grounds for the ~~group grievance were known or ought to have been~~ ~~complaint should~~ reasonably ~~to~~ have been ~~expected to be~~ known. Where a grievance affects two or more faculty members or librarians in different divisions, they may initiate a group grievance at Step ~~No. 3~~ within ~~forty (40)~~ ~~thirty (30)~~ working days after the grounds for the ~~grievance complaint were known or ought to have been~~ ~~should~~ reasonably ~~to~~ have been ~~expected to be~~ known. If the grievance is not settled at this stage ~~within twenty-one (21) working days~~, it may be pursued through ~~Arbitration on the terms set out above~~ ~~the Grievance Review Panel~~.

Association Grievance

An Association grievance is any complaint by the Association that any of the undertakings or provisions in this Agreement that directly relate to the Association as such has been breached. If the Association considers that any of the undertakings or provisions in this Agreement that relate to the Association ~~have~~ ~~has~~ been breached, the Association may give written notification to the Vice-President and Provost. The matter shall then be placed in written form on the agenda of a Joint Committee meeting, which shall be held within ~~fifteen (15)~~ ~~twelve (12)~~ working days of the notification to the Vice-President and Provost. The parties agree that every effort should be made to resolve an Association grievance in the Joint Committee. In the event that the matter is not resolved at the meeting, the Association shall be deemed to have filed a grievance. The Vice-President and Provost shall respond in writing to the grievance within ~~fifteen (15)~~ ~~seven (7)~~ working days of the meeting. The Vice-President and Provost's response shall constitute the Step ~~No. 3~~ response. If the Association grievance is not resolved at Step ~~No. 3~~, it may proceed further in the manner described above.

Complaints of Sexual Harassment

~~So long as the Policy and Procedures: Sexual Harassment adopted by the Governing Council on April 13, 1993, remains in force (including any amendments made to it that are agreed upon by both 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 7; 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 "Association 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: Association Relations

No faculty member or librarian shall be required to join the Association as a condition of employment. For faculty members and librarians employed at the University of Toronto as at June 30, 1998, the University of Toronto agrees to continue the present practice of deducting Association dues from the salaries of all faculty members and librarians who so elect, and shall forward the dues collected to the Association in accordance with present practice. The University of Toronto President, the Vice-President and Provost and other Vice- Presidents, the Vice- Provosts, Deans and Principals, ~~Vice-Deans (Faculty)* and Associate Deans (Faculty)*, and the University Chief Librarian of the University of Toronto Library and the Deputy Chief Librarian*~~ will not be eligible for membership in the Association nor will any Association dues be deducted from their salaries while they hold these appointments.

~~*See Letter of Understanding between the University Administration and UTFA regarding Article 13 dated January 8, 2025.~~

Faculty members and librarians who commence employment at the University of Toronto on July 1, 1998, or later shall be required, as a term of employment, to provide a written authorization (such authorizations to be subject to paragraph 1 below) to deduct from his or her salary an amount equal to the membership dues in the Association fixed annually in accordance with the Association's constitution and to remit that amount the Association. The University of Toronto agrees to deduct an amount equal to such dues from the salaries of all such faculty and librarians according to the written authorizations

amid shall forward the amounts collected to the Association in accordance with the present practice for remitting dues of faculty members and librarians employed as at June 30, 1998. The University of Toronto will, in addition to the requirements under Article 19, continue the present practice of providing new faculty members and librarians with Association membership information upon their arrival at the University of Toronto. 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 the deduction from salary of an amount equal to membership dues in the Association for remission to the Association, the faculty member or librarian may give a signed declaration to the University of Toronto, copied to the Association, stating that they conscientiously object to the deduction of an amount equivalent to dues being remitted to the Association and directing the University of Toronto to deduct from his or her salary an amount equal to membership dues in the Association and to remit such amount to the University of Toronto's President's Scholarship Fund available for first year undergraduate students or the United Way. 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 of Toronto 30 days prior to the first day of the month in which such monies are to be redirected to remit an amount equivalent to Association dues to one of the designated charities rather than to the Association.

On or before the tenth day of each month, the University of Toronto shall deliver to the Association a list of all persons from whose salaries deductions of an amount equivalent to Association dues were made during the previous month and a list of all persons who directed an amount equivalent to Association dues to be paid to the University of Toronto's President's Scholarship Fund or the United Way during the previous month. On January 1st and July 1st of each year, the University of Toronto shall also provide the Association with a list of all faculty members and librarians.

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

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

The University of Toronto agrees to provide to the Association the names of faculty and librarians who have given notice of intent to retire in the future unless the faculty member objects to that disclosure.

The University of Toronto agrees to provide 3.5 FTE release time for the Association. The University of Toronto shall assume financial responsibility for such released time in accordance with standard budgeting practices. Contribution to the Association will be considered along with academic performance in computing salary increases, progress through the ranks and similar benefits to which the President and Vice-Presidents above may be entitled.

Article 6: Negotiations

General

1. Negotiation of salary and benefits (including pension, the policy on sick leave affecting faculty members and librarians, the practices affecting faculty members and librarians related to leaves of absence, short-term compassionate and emergency leaves, the policy on maternity leave, and the policies on family care leave and parental leave), workload, and those matters set out in paragraph 29 below as subject to Facilitation/Fact-finding shall take place annually in accordance with the following procedures.
2. Either party shall, prior to the month of December in the academic year in which the current agreement on salaries, benefits and workload expires, give written notice to the other party expressing its desire to negotiate.
3. The parties shall meet within four (4) weeks after the giving of notice including exchanging proposals on those matters sought to be amended, added, or modified and shall negotiate in good faith and make every reasonable effort to reach an agreement. Negotiations shall take place for up to three (3) months, subject to extension if the parties so agree.
4. (a) The parties shall with reasonable dispatch provide each other with such data and documentation as may be reasonably requested to enable full and rational discussion of the matters in dispute.
(b) For greater clarity “days” as used herein means calendar days.
(c) This Article 6, being part of the Memorandum of Agreement, shall continue in full force and effect as part of the Memorandum of Agreement, however, this Article 6 is severable from the Memorandum of Agreement and may be terminated by either party notifying the other in writing by no later than November 1 following the issuance of a final and binding non-unanimous report pursuant to paragraph 25.

Dispute Resolution Regarding Unresolved Salary, Benefits and Workload

5. If agreement has not been reached any time after three months of the giving of notice, a Mediator/Fact Finder shall be appointed by mutual agreement concerning unresolved salary, benefit or workload issues. If the parties are unable to agree upon a Mediator/Fact Finder, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party.
6. Within one week after the appointment of the Mediator/Fact Finder, each party shall give written notice to the Mediator/Fact Finder and to the other party setting out the matters relating to salaries, benefits and workload that the parties have agreed upon for inclusion in an agreement, the matters remaining unresolved, and the positions of both parties with respect to each unresolved matter.
7. The Mediator/Fact Finder shall meet with the parties and endeavour to effect agreement on the unresolved matters.
8. After the conclusion of mediation, but prior to the preparation and publication of the report of the Mediator/Fact Finder as hereinafter described, the parties shall meet at least once with the Mediator/Fact Finder. At that meeting, the Mediator/Fact Finder may convey to the parties, on a confidential basis, what the Mediator/Fact Finder regards as an appropriate settlement of the unresolved issues or the range within which the parties should attempt to reach settlement.
9. Where the parties are unable to reach agreement on unresolved matters, the Mediator/Fact Finder shall make a report without recommendations setting out:
 - (a) the position of the parties arrived at the conclusion of mediation,
 - (b) documents submitted by the parties or called for by the Mediator/Fact Finder.
10. In the event that there is no agreement between the parties after the foregoing steps, the Mediator/Fact Finder shall submit his or her report to the parties within twenty (20) days after the date of his or her appointment.
11. Neither the Mediator/Fact Finder nor the parties will publish such report during the period of ten (10) days after receipt thereof, and during such period, the parties shall meet and continue to negotiate in good faith in an endeavour to reach agreement on all unresolved matters. After the expiry of ten (10) days from the date of delivery of the report of the Mediator/Fact Finder to the parties and failing agreement on the unresolved issues, the parties shall jointly publish the report of the Mediator/Fact Finder in a mutually agreed upon manner.

12. The Mediator/Fact Finder shall establish his or her own procedure and where the Mediator/Fact Finder requests information, the parties shall make reasonable efforts to provide the Mediator/Fact Finder with full and complete factual information which shall be communicated to the other party.
13. Failing agreement on salaries, benefits and workload within seven (7) days after the report of the Mediator/Fact Finder is made public, all unresolved salary, benefits and workload matters may be referred to a Dispute Resolution Panel. The Dispute Resolution Panel shall, unless otherwise agreed between the parties, be composed of three (3) panelists, one panelist selected by each of the parties and a third panelist who shall be Chair.
14. The procedure for appointing the Dispute Resolution Panel shall be as follows:
 - (a) the party referring the unresolved matters to a Dispute Resolution Panel shall, in its notice of referral, advise the other party of the name of its panelist to the Dispute Resolution Panel;
 - (b) the recipient of the notice shall appoint its panelist to the Dispute Resolution Panel within five (5) days of being notified by the other party of the name of its panelist;
 - (c) within ten (10) days from the naming of the panelist referred to in (b), the two panelists selected shall make every reasonable effort to agree upon a third person to be Chair of the Dispute Resolution Panel. If the two panelists fail to agree, within fifteen (15) days from the naming of the panelist referred to in (b) above, upon a person who is willing and able to act as Chair, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party;
 - (d) in the event a party fails to appoint its panelist, the Chief Justice of Ontario or, in his or her absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of the other party.
15. The Mediator/Fact Finder shall not be eligible to serve as a member or Chair of the Dispute Resolution Panel, unless the parties otherwise agree.
16. The Dispute Resolution Panel shall make every reasonable effort to issue a unanimous report which shall attempt to reflect the agreement the parties would have reached if they had been able to agree. In endeavouring to reach a unanimous report the members of the Panel may confer with their appointing parties. The members of the Panel shall make their decision without taking into account the possibility that it may be repudiated by the Governing Council.
17. The Dispute Resolution Panel shall prepare a report setting out recommendations for terms of settlement together with reasons in support thereof.
18. Before preparing a report, the Dispute Resolution Panel shall hold a hearing after giving both parties appropriate notice. The Dispute Resolution Panel shall determine its own procedure but shall allow each party to:
 - (a) be represented by counsel or an agent;
 - (b) call evidence and make submissions and arguments, oral and written; and
 - (c) conduct cross-examination of witnesses at the hearing.
19. The jurisdiction of the Dispute Resolution Panel shall encompass only those unresolved matters relating to salaries, benefits and workload that have been referred to it by the parties. The Dispute Resolution Panel shall, however, take into account the direct or indirect cost or saving of any change or modification of any salary or benefit agreed to by the parties in making its recommendation for terms of settlement.
20. The report of the Dispute Resolution Panel together with any minority report shall be issued to the parties no later than twenty (20) days after conclusion of the proceedings before the Dispute Resolution Panel. It is agreed that neither the Panel nor either of the parties will publish such report for the period often (10) days after the receipt thereof.
21. If the parties fail to reach agreement within ten (10) days after delivery to them of the report of the Dispute Resolution Panel, the report shall be made public. Publication shall be made jointly by the parties in a mutually agreed upon manner.
22. In the event the report of the Dispute Resolution Panel is unanimous on all matters referred to it by the parties, the recommendations for terms of settlement contained in the report shall be binding on the parties.
23. If the report of the Dispute Resolution Panel is not unanimous on all matters referred to it, the recommendations for terms of settlement of the majority of the Panel, or in the event there is no majority report, in the report of the Chair, (hereinafter referred to as a “non-unanimous report”) shall be binding on the parties unless repudiated within fifteen (15) days after the date of publication of the report in the University of Toronto Bulletin by a majority vote of the Governing Council. Repudiation of a non-unanimous report by the Governing Council shall be only on the recommendation of the President.

24. In the event of repudiation by the Governing Council of a non-unanimous report and in the event no agreement is reached by the parties after the issuance by the Dispute Resolution Panel of a non-unanimous report, the matters in dispute shall be determined by the Governing Council on the recommendation of the President of the University of Toronto. The President's recommendation shall not be less favourable to faculty members and librarians than the administration's position before the Dispute Resolution Panel on all matters in dispute and shall incorporate:
 - (a) all matters agreed upon by the parties both before and after the issuance by the Dispute Resolution Panel of its non-unanimous report, and
 - (b) all matters upon which the Dispute Resolution Panel is unanimous.
25. If any settlement is determined by decision of the Governing Council following repudiation of a non-unanimous report of the Dispute Resolution Panel, negotiations for the next academic year shall follow the procedure contained herein except that the report of the Dispute Resolution Panel shall be final and binding if unanimous, and if non-unanimous, the report of the majority of the Dispute Resolution Panel, or in the event there is no majority, the report of the Chair shall be final and binding on both parties and there shall be no right to repudiate. The procedure contained in this paragraph 25 is subject to the *Arbitration Act*. The Chair of the Dispute Resolution Panel under this paragraph 25 shall not be the same as the Chair of the Dispute Resolution Panel established in the previous year.
26. If negotiations in any year are resolved without repudiation of the report of the Dispute Resolution Panel by the Governing Council, the negotiating procedures contained herein, including the right to repudiate a non-unanimous report of the Dispute Resolution Panel, shall apply for the next academic year, and thereafter, unless repudiation of a non-unanimous report occurs again, in which case, the procedure outlined in paragraph 25 will apply.
27. The fees and expenses of the Mediator/Fact Finder and of the Chair of the Dispute Resolution Panel and the costs of publication of any reports contemplated by this Article shall be borne equally by the parties.
28. No person shall be appointed as Mediator/Fact Finder or member or Chair of the Dispute Resolution Panel who is an employee or officer of the University of Toronto or a member of the Governing Council or who has a direct pecuniary interest in the matters coming before him or her, or, within the period of six (6) months immediately before the date of his or her appointment, has acted as a negotiator for either of the parties.

Facilitation/Fact Finding

29. The following matters are subject to the facilitation and fact-finding process described below (hereafter the "facilitation and fact-finding process"):
 - a) Article 2 listed policies, except that the policy on the process for Academic Restructuring will not be subject to the facilitation and fact-finding process for a period of five (5) years after that policy is approved;
 - b) Article 3, the non-arbitrable components (if any) of Article 4, Article 7, Article 9 except as it relates to academic freedom, and Articles 10, 11, 13, 18 and 19 (including privacy and technology issues); and
 - c) Other significant terms and conditions of employment for faculty and/or librarians contained in existing or proposed University-wide policies (hereafter "Significant Terms and Conditions of Employment"). Any differences over whether any matter comprises Significant Terms and Conditions of Employment will be resolved by the [Chief Arbitrator, Grievance Review Panel](#).
30. For those matters identified in paragraph 29 above, and subject to the time restriction in paragraph 29(a) above, the parties will agree on a facilitator to assist them to reach mutual agreement. If the parties cannot agree, the Chief Justice of Ontario will appoint the facilitator.
31. If the parties do not reach agreement on such matters with the assistance of the facilitator, either party can refer the matter(s) to the fact-finding phase of the process. The fact-finding phase will be conducted by a three person panel provided the parties can mutually agree on all three members of the panel, failing which there will be a one-person fact-finder who will be appointed as follows. The parties can appoint any individual by mutual agreement. Failing agreement, the parties will ask the Chief Justice of Ontario to appoint the fact-finder. The criteria for appointment by the Chief Justice will be that the fact-finder will be external to the University (i.e. not a current faculty member or librarian) who is a current or former academic with a record of academic achievement at a comparable peer research-intensive university, with expertise and substantial experience in university matters, and who will bring a fair-minded perspective to the fact-finding task. If the agreed upon or appointed fact-finder does not have legal training or labour relations experience, he or she may seek advice from the legal counsel to the University of Toronto Tenure Appeals Committee or the [Chair of the](#)

~~Grievance Review Panel~~Chief Arbitrator as the fact-finder considers appropriate.

32. The parties will provide written submissions to the fact-finder/panel with respect to the matters under consideration. The fact-finder/panel will otherwise determine the appropriate procedure, which may include an opportunity to meet with the parties for further input, and confidential informal feedback to the parties.
33. Following its review, the fact-finder/panel shall prepare a Report, setting out the issues agreed upon by the parties, the issues in dispute between them, a summary of the parties' respective positions on the unresolved issues, and non-binding recommendations to the parties on the matters in dispute, which non-binding recommendations can include elements of either party's proposal on unresolved matters.
34. The fact-finder's/panel's recommendations will not be made public until two (2) months after the recommendations have been made to the parties. During that period, the parties may reach agreement on the matters in dispute.
35. If the parties do not reach agreement on all of the matters in dispute within that two month period, the fact-finder's/panel's recommendations on unresolved matters will be made public. Unless Governing Council and the Association Council agree to the recommendations or to some modification of the recommendations, no changes will be made. Where recommendations are jointly agreed to and approved by Governing Council and the Association Council, the matters agreed to will form part of Article 2 or the relevant Article of the Memorandum of Agreement as the case may be.
36. Unless otherwise agreed by the parties, the facilitator and fact-finder will be independent of and not employed by either party.
37. The University of Toronto will notify the Association in a timely way of proposed changes to or of proposed new University-wide terms and conditions of employment of faculty members and/or librarians. The Association will be given a reasonable opportunity to respond to such proposals. If the Administration and the Association agree that the proposal comprises Significant Terms and Conditions of Employment, or if failing agreement, on the expeditious application to the ~~Chief Arbitrator~~Grievance Review Panel, the ~~Chief Arbitrator~~ Grievance Review Panel decides it comprises Significant Terms and Conditions of Employment, then the Association may refer the matter to the facilitation and fact-finding process and no changes will be made (absent agreement) until one (1) month after the end of the facilitation and fact-finding process (i.e. until one (1) month after public release of recommendations).
38. In some circumstances the University of Toronto may have a bona fide need to seek changes to or propose new University-wide terms and conditions of employment of faculty members and/or librarians in an expeditious manner or before a particular date or event (e.g. as a result of new or changed legislation, government directive or policy, or new or changed rules of an external agency). If the University of Toronto and the Association agree that it comprises Significant Terms and Conditions of Employment or failing agreement, on the expeditious application to the ~~Grievance Review Panel~~Chief Arbitrator the ~~Grievance Review Panel~~Chief Arbitrator decides it comprises Significant Terms and Conditions of Employment and the Association refers the matter to the facilitation and fact-finding process the parties will cooperate to ensure that the process is expedited such that from the time of notice to the Association under paragraph 37 above until the recommendations of the fact-finder are made public under paragraph 35 above no more than six (6) months time shall pass (including a truncated time for the fact-finding recommendations to be made public under paragraph 35 above from two (2) months to fifteen (15) calendar days), failing which the University of Toronto may implement the changed or new Significant Terms and Conditions of Employment before the completion of the facilitation and fact-finding process. The ~~Chair of the Grievance Review~~Chief Arbitrator Panel will resolve any difference over whether there is a bona fide need on an expedited basis.
39. Nothing herein shall prevent the University of Toronto from implementing a change to or new Significant Terms and Conditions of Employment in a timely way as required by law but the facilitation and fact-finding process still applies. The ~~Chair of the Grievance Review Panel~~Chief Arbitrator will resolve any difference over whether the change or new policy was required by law.

Article 11: Information

The University of Toronto agrees to provide the Association such documents as may be necessary for the negotiation of matters pursuant to this Agreement. This shall include, without limiting the generality of the foregoing: University financial reports and audits; the University of Toronto summary budget, budget estimates and allocations relating to academic staff provided to the Budget Committee; University-wide salary analyses; age, rank and salary profiles; any instructional activity analyses; staff benefit costs; actuarial reviews of the University of Toronto pension plans; and all other such documents provided to or received from the Ministry of Training Colleges and Universities, the Ontario Council on University Affairs, Statistics Canada, or the Governing Council. The University of Toronto 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 Governing Council or its committees, in sufficient time to afford the Association a reasonable opportunity to consider them and, if deemed necessary, to make representations when they are dealt with by the Governing Council or its committees. Copies of all agendas, minutes, motions, resolutions, bylaws, and rules and regulations adopted by the Governing Council shall also be forwarded to the Association.

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

The University of Toronto agrees to designate an information contact person who will conduct the exchange of information with an information officer designated by the Association. The Parties agree that any dispute concerning compliance with this article shall be referred to the ~~Chair of the Grievance Review Panel~~Chief Arbitrator for expeditious and final and binding decision.

The Association agrees that confidential information that could identify individual faculty members or librarians transmitted by the University of Toronto to the Association in relation to salary and benefit negotiations will not be used in a manner which would allow the identification of individual members. The Association also confirms that it will not use the information in a manner that would be inconsistent with the requirements of negotiations or communication with members of the Association. The Association agrees that all confidential information shall be maintained in a secure location separate and apart from the general files of the Association.