

Print Name: \_\_\_\_\_

## UTFA's Policy on the Provision of Advice and Representation

Consistent with its purpose of promoting the welfare of its members, the University of Toronto Faculty Association (UTFA) provides advice and representation to its members in disputes with the Administration regarding violations of existing University of Toronto policies and the terms of the Memorandum of Agreement. UTFA provides members with advice and representation guided by the following principles approved by Council on December 14, 2021.

### Membership in UTFA

1. UTFA does not normally represent non-members. If UTFA chooses to provide advice or representation to a non-member faculty member or librarian seeking advice, but who has not paid dues for three years or more, the faculty member or librarian must pay three (3) years' back dues and become a member of UTFA and agree to continue to be a member in good standing for at least five years. Faculty members and librarians who were non-members of UTFA for fewer than three (3) years will be required to pay back dues for the period they were not members or one (1) year of dues, whichever is greater, and agree to continue to be a member in good standing for at least five years. Faculty members and librarians joining UTFA, who are appointed into a position within the scope of UTFA representation, shall only be required to pay retroactive dues for the period in which they were eligible for membership but were not yet members.

### Contact Person

2. UTFA may, at its sole discretion, designate a contact person to a member seeking advice or representation. The contact person will be the member's primary contact at UTFA, and all communications with UTFA should be directed to that individual. The contact person may be the Vice-President, Grievances, a volunteer grievance officer, an UTFA lawyer or the external legal counsel of UTFA's choice.

### Legal Counsel

3. If UTFA designates any lawyer to speak with a member at any point, in all situations UTFA and not the member is the client of the lawyer.
4. UTFA will have sole authority to determine the terms and scope of the retainer of external counsel, including the extent of direct communications between the member and external counsel, and to provide instructions to external legal counsel. UTFA must approve all direct

communication between its external legal counsel and its members, and UTFA must be copied on all communications. Any discussions between the member and external counsel will be disclosed to UTFA. UTFA has sole authority to terminate the retainer of external counsel for the matter. If UTFA decides not to continue advising or representing a member in a matter in which external counsel has been retained by UTFA, and where there is or is likely to be a conflicting interest, UTFA has sole discretion as to whether to consent to the member retaining the same external counsel directly at his or her own expense, as per Article 2.04(3) of the Law Society of Ontario's *Rules of Professional Conduct*.

5. All communications between the member and UTFA's lawyers shall be disclosed to UTFA in compliance with the terms of this *Policy* and UTFA's *Privacy Policy*, which is available upon request. UTFA and its lawyers may communicate about the member's case in the absence of the member.

### **UTFA's Decision to Provide Advice or Representation**

6. In determining whether to provide or continue to provide advice or representation, UTFA, although not subject to the Ontario *Labour Relations Act*, shall not act in a manner that is arbitrary, discriminatory or in bad faith and shall have regard to:
  - a. the merits of the case and likelihood of success
  - b. the interests of the members of UTFA as a whole
  - c. whether UTFA has a conflict of interest in pursuing the dispute
  - d. the employment-related interests of the member at stake in the dispute
  - e. the financial cost to UTFA and its members
  - f. whether the member has retained his or her own counsel
  - g. whether the member has breached his or her obligations under this *Policy*
  - h. any other relevant factors.
7. The member is expected, as a condition of receiving advice or representation from UTFA, to make full disclosure of information to UTFA and to cooperate reasonably in processing the matter.
8. If UTFA decides to provide advice or representation to a member, it reserves the right to withdraw its advice or representation for any of the reasons set out in this Policy or if it determines that it is no longer in the interests of UTFA to continue, if the member does not follow UTFA's advice, or if the member does not fully disclose all relevant information and/or cooperate reasonably with UTFA, or for any other cogent and compelling reason.
9. Where UTFA represents a member and the matter is resolved by way of a monetary settlement for lost income or monetary award for lost income, the University will deduct an amount equivalent to the membership dues in the Association and shall remit those amounts to the Association, in accordance with Article 13 of the Memorandum of Agreement. If UTFA decides not to provide advice or representation, or to discontinue advice or representation, the member may appeal the decision within fifteen working days to the President of UTFA. There shall be no further right of appeal.

10. Any faculty member or librarian may represent himself or herself in a dispute with the Administration.

### **Member Concerns**

11. If a member is dissatisfied with some aspect of representation in a case, other than a decision not to provide or to continue to provide advice or representation, he or she should raise the matter first with the person UTFA has assigned to represent him or her, if at all possible. If the member is not satisfied with the response of the designated representative, the member may refer the concern to the attention of the Vice-President, Grievances or his or her designate. In the event that the member's concerns persist, the member may bring the issue to the attention of the President.

### **Respect and Courtesy**

12. UTFA has an obligation to its staff and officers to provide a work environment free of harassment. Members are under an obligation to communicate with officers and staff of UTFA in a respectful and courteous manner. UTFA reserves the right to terminate its representation of the member if there is non-compliance with this obligation. All representatives of UTFA are subject to a similar obligation.

### **Privacy and Confidentiality**

13. UTFA collects its members' personal information in order to comply with the requirements of the Law Society of Ontario and in order to provide its members with appropriate representation. Personal information shall be collected and handled in accordance with UTFA's *Privacy Policy*.
14. All interactions with UTFA are confidential. Discussion among UTFA legal staff, external counsel, volunteer grievance officers, the Vice-President, Grievances, and the President, with regard to a particular member's dispute, may occur in compliance with the terms of this *Policy* and UTFA's *Privacy Policy*. Cases may also be discussed by the Grievance Committee, the Executive Committee, or Council in a manner which protects the confidentiality and, where possible, anonymity of the member.
15. If a member raises a valid objection to the Vice-President, Grievances, as the person who will supervise the handling of his or her dispute, the President shall determine the validity of the objection. If the President accepts the objection, he or she shall supervise the representation of the member. If the member also raises a valid objection to the President's supervision of the dispute, then the Vice-President, Salary, Benefits and Pensions, shall determine the validity of the objection. If the Vice-President, Salary, Benefits and Pensions accepts the objection, he or she shall supervise the representation of the member. If this protocol is not acceptable to the member, UTFA will not be able to provide representation.

I hereby acknowledge that I have read and agree to the conditions of representation stated above.

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Member's Signature

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Date