

Bargaining Update –AGENDA

January 20, 2025

1. Introduction: Team members, Timelines, and UTFA Bargaining Priorities
2. Overview of Proposals and Levels of Engagement
3. Bargaining Update
 - a. Bargaining Did not Occur or Occurred Only at a Surface Level
 - b. Small Level of Substantive Engagement / Proposals Exchanged
 - c. Substantive Bargaining Occurred

UTFA 2023-20XX

Negotiating Team Members

Chief Negotiator: Terezia Zorić, UTFA President; OISE Dept. of Social Justice Education

Arjumand Siddiqi, UTFA Member-at-Large; Dalla Lana School of Public Health

Deb Cowen, UTFA Chair of Equity; UTSG, Department of Geography

Harriet Sonne de Torrens, UTM: Library

James Mason, UTFA Chair of Librarians , UTSG Music Library (voice no vote)

Raymond Kwong, UTFA Retired Committee Chair; Professor Emeritus, Electrical and Computer Engineering

Sherri Helwig, UTFA Vice-President, Grievances, UTSC:Dept-Arts, Culture & Media

Staff:

Nellie De Lorenzi, UTFA Executive Director and Staff Lead

Geoff Dunlop, UTFA Counsel

Jessica Martin, Executive Assistant to the UTFA President

Timeline of Bi-laterals, Mediation and Arbitration

Bargaining Timeline: Nov 16, 2023, to September 4, 2024 - We, the two parties, have met over the last year in 24 bargaining sessions ranging from 2 hours to full days.

Mediation dates: Oct. 3, 11, 24, 2024, January 8, 2025 (evening) and January 23, 2025 (all day)

Arbitration date: is scheduled for February 10, 2025. Will likely need 2 more arbitration dates.

Focus at Mediation:

- Article 7, Grievance and Arbitration Process;
- Article 13 Position Exclusions (Vice-Deans);
- [Sexual Violence Policy (SVP) LOU process]

UTFA Bargaining Priorities

A Compensation

B Benefits

C Members' Rights

D Bargaining & Dispute
Resolution

Proposals for 2023-202X

A. Compensation

1. Across-the-board (ATB) increases -*For salary and stipends; inflation “catch up”; increases apply to all members employed during term of the Agreement*
2. Progress through the ranks (PTR) increases - *Restore/reinvest \$\$\$ in pool, reward extraordinary achievement via super-merit, and ensure broad membership benefits from reforms*
3. Workload policy overhaul
4. Salary Anomaly Policy - *broader, transparent criteria, and more consistent application*
5. Increased Research & Study Leave (RSL) pay rate for part-time members
6. Increase librarian salary floors

B. Benefits

1. Housing support for faculty and librarians
2. Retirees’ equal access to health benefits improvements
3. Retirees’ streamlined & expanded access to Office 365
4. PERA protections and enhancements
5. Benefits improvements/expansions, including:
 - a. Childcare
 - b. Tuition Waiver
 - c. Life insurance
 - d. Librarian research days
 - e. Protecting the value to members of health benefits
 - f. Health benefits TBD
6. Access to leaves, central funding of:
 - a. Elder care and Compassionate Care leave
 - b. Maternity, Parental, and Adoption leave

Proposals for 2023-202X cont'd

C. Members' Rights

1. Increased job security and grievance rights for part-timers
2. Member ownership of student evaluations (SETs/SCEs)
3. Streamlined Central Accommodation Guidelines

D. Bargaining & Dispute Resolution Process Rights

1. Good faith bargaining with full information disclosure
2. Modern mediation/arbitration framework for all significant disputes
3. Freeze provision between rounds
4. Enforceable timelines to resolve disputes in bargaining and grievances
5. No unilateral repudiation by Governing Council
6. OHSa Status for Central Health and Safety Committee

Bargaining Update (at a glance)

Overview of UTFA Proposals and the Administration's Level of Engagement
Via Bilaterals and or Formal Mediation
as of January 6, 2025

see [here](#) for a more detailed description of UTFA's proposals and the [negotiating process](#).

Bargaining Did Not Occur or Occurred only at a Surface Level (i.e. no substantive discussion)	Small Level of Substantive Engagement / Proposals Exchanged	Substantive Bargaining Occurred, (i.e. meaningful engagement beyond the surface)
Salary items - Reform of the PTR process and Salary Anomaly	Compensation (ATB & PTR)	Librarian Research Days and Professional Development Days Agreement reached in principle
Benefits, including health care, PERA, and child care benefits	Housing	Retirees' streamlined & expanded access to computer programs AGREEMENT REACHED!
Student Evaluations of Teaching	Workload	Accommodation on Family Status
Health and Safety	Criteria for Dean's Merit Award	Article 7, Grievance and Arbitration Process
Accommodations on Disability	Job Security and Grievance Rights for Part-Time Faculty	Article 13, Vice-Deans Exclusions
		Process for Negotiating Sexual Violence Policy Letter of Understanding and Procedural Fairness in Workplace Investigations AGREEMENT REACHED!

**Bargaining Did not Occur or
Occurred Only at a Surface Level (i.e.
no substantive discussion)**

Salary Items* - Reform of the PTR Process

UTFA Proposals	Admin's Response
<p>PTR Process</p> <p>Beginning in 2023 - 24 academic year, each pool of PTR be administered in two components</p> <ol style="list-style-type: none"> 1) 100% of PTR funds based on July 1, 2024 pools be allocated through the normal merit-based model 2) A new pool of PTR funds, equivalent to 1.3% of the UTFA salary mass, to be allocated on the basis of career progress <p>SPECIAL ADJUSTMENT TO PTR</p> <p>Increase funding into the PTR pool to 2.5% of total wages.</p>	<p>No increase to total value of PTR (e.g., per capita amounts) above ATB increase</p> <p>Adjust PTR by ATB amount</p> <p>Pay PTR amount in July 2024 according to existing 100% merit-based structure</p>

****Across-the-board increases, salary floors, and criteria for the super-merit pool are addressed in the next, yellow, section.***

Salary items* - Salary Anomaly Process

UTFA Proposals	Admin's Response
<p>Add that a member can request a salary anomaly adjustment for the following reasons:</p> <ul style="list-style-type: none">● To prevent and/or remedy salary inequities related to protected grounds under the Human Rights Code and/or Article 9 of the MoA● To rectify salary inequities within the unit/Faculty, inducing to adjustment the salaries in cases where salaries are disproportionately lower than the salaries of peers within a unit or cognate units (including other campuses)	<p>Salary anomaly process is not the appropriate mechanism - concerns should be pursued through a grievance</p> <p>Limited disclosure - provide report with unique identifier that can link to other reports.</p>

****Across-the-board increases, salary floors, and criteria for the super-merit pool are addressed in the next yellow section.***

Health Benefits

UTFA Proposals	Admin's Response
<p>Health Benefits</p> <ul style="list-style-type: none">● Retirees retain equal access to health benefits● Increase proportion of employer paid premiums● Custom definition of “reasonable and customary”● No automatic rejection of compounded medications● Inclusion of kinesiologists● Life insurance - 2.5X (from 1x) annual salary to a max of \$750K (from \$125K)● Vision - \$1000 (from \$725) every 2 years● Mental health (\$10K (from \$7K) per year● Dental implants in any case● Dispensing fee - \$0 (from \$6.50)● Hearing aid - \$4K (from \$1K) and \$8K every 36 months (from \$2K)● Documented GreenShield appeal process	<p>Reduce Benefit levels and target retirees:</p> <ul style="list-style-type: none">● Health Care Spending Account - \$700 per active member only● Reduce emergency travel provision to 60 days and introduction of a cap● Reduce benefit coverage for paramedical services for retirees

Principles for Establishing Health Benefits Priorities

WE WANT TO KNOW WHAT YOU THINK!

1. Making improvements for members across the lifespan (i.e., early career/young family (e.g. childcare); mid-career popular (e.g. eyeglasses); older and retired members (e.g., major dental))
2. Making improvements where UTFA members' benefits are well below the sector norms (e.g., hearing aids, dispensing fees, Long Term Disability, Life Insurance)
3. Prioritizing other issues of special importance to our members (e.g., protecting retirees' equal access to health benefits, mental health benefits)
4. Protecting the value of the benefits and reforming the system to make it more open and transparent to allow us to make improvements in future (e.g., reasonable and customary, the Greenshield appeals process)

Other Benefits*

UTFA Proposals	Admin's Response
<p>EDII</p> <ul style="list-style-type: none">● Amend terms of reference of Joint Benefits Committee (JBC) to review and discuss amendments to the benefits plan to support the values of EDII with the goal of addressing systemic and emerging issues and experiences of all members as it relates to benefit accessibility and coverage <p>PERA Protections and Enhancements</p> <ul style="list-style-type: none">● Negotiate all changes with UTFA● Parity of amounts for full-timers and part-timers● Tuition is an eligible expense● Increase amounts annually by Bank of Canada inflation rates	<ul style="list-style-type: none">● Gender affirmation - \$5K per person <p>No response.</p>

**Housing is addressed in the next, yellow, section.*

Other Benefits

UTFA Proposals	Admin's Response
<p data-bbox="92 337 469 375">Child Care Benefits</p> <ul data-bbox="79 401 1136 839" style="list-style-type: none"><li data-bbox="79 401 1136 511">● Increase the age limit for child-care expense reimbursement up to age 12 (from age 7)<li data-bbox="79 529 1136 711">● Increase the amount of reimbursement to 100% (from 5%) up to \$40 for full day (from \$20) and up to \$20 for half day (from \$10)<li data-bbox="79 729 1136 839">● Increase the annual reimbursement amount per each child to \$4000 (from \$2000) for 100% FTE.	<p data-bbox="1224 337 1456 375">No response</p>

Student Evaluations of Teaching (SET)

UTFA Proposals	Admin's Response
<ul style="list-style-type: none">● Only be used in ways that are supported by the extensive evidence-based research that addresses the significant problems related to methodology, research ethics, and human rights issues● Members have sole discretion to use SETs as evidence of students' opinions● Members have full and sole control over the results and only be used for member's own formative purposes● Admin not rely on SETS in the assessment of teaching effectiveness in evaluation processes	<p>Admin's present use of SETS are not contrary to the MoA, University Policy and associated guidelines, or the Human Rights Code.</p> <p>Not willing to discuss at bi-laterals.</p>
<p>Parties are proceeding to arbitration in 2025: March 26, May 5, 21, June 9, August 28, September 8, 23, October 26</p>	

Health and Safety

UTFA Proposals	Admin's Response
<p data-bbox="92 422 1097 525">In January 2020, the parties agreed to establish a joint Central Health and Safety Committee (CHSC).</p> <p data-bbox="92 608 1097 896">UTFA proposes that this committee be recognized as a Committee that this Committee be formally recognized as a Joint Health and Safety committee, which has additional powers under the Occupational Health and Safety Act</p>	<p data-bbox="1219 422 1850 648">Admin does not agree that converting the CHSC to a JHSC will enhance the health and safety of the University community.</p> <p data-bbox="1219 731 1760 833">Current health and safety infrastructure is appropriate.</p>

Accommodation on Disability

UTFA Proposals

Temporary reduction in a member's FTE should be considered only once all other accommodation options have been explored.

If a member's income needs to be recalculated due to a temporary reduction in FTE, any reduction **will be proportionate to the member's overall workload (i.e. all three core duties)**.

Admin's Response

Temporary reduction in a member's FTE **will** impact the member's income.

Admin **refuses** to provide details of the calculation of the reduced income (i.e. not agree that the reduction in FTE will be proportional to the member's overall workload).

**Small Level of Substantive
Engagement / Proposals Exchanged**

Compensation

1) SPECIAL ADJUSTMENTS TO SALARY FLOORS

Rank	July 1, 2022 (expired)	June 30, 2023 (prior to July 1, 2023, ATB)
Librarian I	\$76,403	-----
Librarian II I	\$79,720	\$85,500
Librarian III II	\$102,023	\$102,023
Librarian IV III	\$120,209	\$120,209
Librarian IV		\$135,836

Rank	July 1, 2022 (expired)	June 30, 2023 (prior to July 1, 2023, ATB)
Professor	\$117,007	\$117,007
Associate Professor	\$87,154	\$87,154
Assistant Professor	\$71,027	\$71,027
Assistant/Associate Professor, Teaching Stream	\$96,305	\$96,305
Faculty	N/A	\$120,000

Compensation

2) UTFA ATB Proposal	Admin's Response
<p>July 1, 2023: 6%</p> <p>ATB increases applied to:</p> <ul style="list-style-type: none">• Base Salary, Salary Floors, Progress Through the Ranks (“PTR”) Breakpoints, Amount in PTR fund per Full-Time Equivalent (“FTE”) below Breakpoint, Amount in PTR fund per FTE above Breakpoint, Overload Stipends, Stipends for UTFA Academic Admin roles (ex. Chairs, Associate Chairs, etc.), Other components of salary “at large” (ex. forgivable loans, stipends for non-Academic Admin chair roles, etc.)	<p>2% ATB retroactive to July 1, 2023 to all members and to members who retired after July 1, 2023</p>
<p>SPECIAL ADJUSTMENT TO PTR</p> <p>Increase funding into the PTR pool to 2.5% of total wages.</p>	<p>No increase to total value of PTR (e.g., per capita amounts) above ATB increase</p> <p>Adjust PTR by ATB amount</p> <p>Pay PTR amount in July 2024 according to existing 100% merit-based structure</p>

Housing

2) UTFA Proposal	Admin's Response
<p>Creation of a joint Housing Task Force that will develop a comprehensive, multi-year, faculty and librarian housing strategy between UTFA and the Administration.</p> <p>The housing strategy would include:</p> <ul style="list-style-type: none">● Access to faculty and librarian housing in a timely and systematic fashion with affordability requirement;● Housing loans on a scale sufficiently large to ensure access to family needs● Review and reform existing University practices, data disclosure on interest free loans/loan forgivability; and● Benefits appropriately scaled to ensure low wealth members can participate <p>The parties commit to full and rational discussion and to ensuring that affordable and accessible housing is available to members, and to addressing systemic issues in this regard.</p>	<p>NO</p> <p>Admin will meet with UTFA no less than 2X per year to seek, consider, and respond to UTFA's input.</p> <p>Admin to provide update to UTFA at each meeting re: progress on Site 1,</p> <p>Admin to provide limited disclosure: share anonymized results of surveys, updated housing stock information, updated housing loan data.</p>

Workload

2) UTFA Proposal	Admin's Response
<p>The Workload Policy (WLPP) does not address systemic and uneven workloads; there is a significant gap between the WLPP and practice.</p>	<p>NO systemic workload problem; issue is redistribution of workload.</p> <p>Pit Teaching Stream against Tenure Stream faculty</p> <p>SECRET process—Admin disagrees that it is required to share workload data with UTFA</p>

Workload

2) UTFA Proposal	Admin's Response
<p data-bbox="108 361 649 404">Distribution of Effort (DOE)</p> <ul data-bbox="61 436 1020 1118" style="list-style-type: none"><li data-bbox="61 436 1020 611">· Introduce Distribution of Effort (DOE) percentages so that comparable work can be weighed in the same manner (1.2 of the WLPP) that rationally correspond to the member's three core duties<ul data-bbox="195 644 1020 915" style="list-style-type: none"><li data-bbox="195 644 1020 725">● Default balance for tenure stream faculty shall be 40 teaching/40 research/20 service<li data-bbox="195 736 1020 818">● Default balance for teaching stream faculty shall be 60 teaching/20 research/20 service<li data-bbox="195 829 1020 915">● Default balance for librarians shall be 80 professional practice/10 research/10 service<li data-bbox="61 941 1020 1118">· Teaching stream faculty shall not be assigned more than one-and-one-half (1.5) times the normal teaching load of tenure stream within the same Unit or 5.0 HCE, whichever is greater.	<p data-bbox="1058 358 1837 551">Faculty members have a high degree of independence in scheduling their own time. Units establish weightings for the evaluation of faculty member's contributions in all areas of activity for the purpose of the annual PTR process.</p> <p data-bbox="1058 636 1309 665">Amend the WLPP</p> <p data-bbox="1058 722 1850 829">4.3 Normally a faculty member will be assigned an annual teaching load in an academic year that does not exceed the following criteria:</p> <ul data-bbox="1087 843 1663 915" style="list-style-type: none"><li data-bbox="1087 843 1663 872">● 4.0 full course equivalents (FCE); or<li data-bbox="1087 886 1663 915">● Six unique course preparations <p data-bbox="1058 965 1856 1158">For clarity, FCE shall be prorated among faculty who co-teach a course and this provision will not prevent a faculty member accepting additional teaching assignments beyond their normal teaching load on overload.</p>

Workload

UTFA Proposal	Admin's Response
<p data-bbox="117 319 909 425">Weighing of Relevant Factors, including graduate student supervision</p> <ul data-bbox="108 455 981 782" style="list-style-type: none"><li data-bbox="108 455 981 782">● Unit workload policies shall indicate how relevant factors shall be weighed (so that comparable work can be weighed in the same manner), and also include the weight given, if any, to the supervision of graduate students.	<p data-bbox="1056 319 1848 939">Although graduate supervision is not assigned under the WLPP, each Unit Workload Policy shall indicate the impact weight-given, if any, of to the supervision of graduate students (including but not limited to and similar supervision, e.g. supervision of dissertations, theses or equivalent, and including membership on graduate supervision committees in capacities other than primary supervision) on the assignment of courseload.</p>

Criteria for Dean's Merit Award - "5% Super Merit Pool"

UTFA Proposal	Admin's Response
<p>Delete:</p> <ul style="list-style-type: none"> ● that one of the purposes of the 5% Super merit pool “is to reward colleagues who have demonstrated they are leaders in their field” and replace with “colleagues who have made an outstanding academic or professional contributions.” ● An individual’s salary level in relation to the breakpoint or departmental affiliation should not be taken into account when determining eligibility. <p>Recognition for outstanding contributions can include:</p> <ul style="list-style-type: none"> ● Extraordinary community-based research ● Indigenous community building ● The attainment of tenure, continuing status, or continuing appointment ● Promotion to full Professor ● Publication of a book ● Exemplary creative professional activity ● Innovative projects (e.g. digital humanities innovations) 	<p>Agreed</p> <p>Agreed</p> <p>Agreed to extraordinarily community-based research including with Indigenous communities.</p> <p>In many instances, faculty members will have exceptional achievement and be at the top of their PTR pool in the year they attain tenure, continuing status or promotion and thus are more likely to receive a 5% special merit award in conjunction with their career milestones.</p>

Job Security & Grievance Rights for Part-time members

UTFA Proposal	Admin's Response
<p>Increase job security:</p> <ul style="list-style-type: none"> ● eliminate non-cause termination for members ● with more than 6 years cumulative years of service ● expand grievance rights ● <i>Part-time appointments may be up to 3 years (from 2 years)</i> <p>Provide grievance rights</p> <ul style="list-style-type: none"> ● Right to grieve the non-continuation or non-renewal of part-time appointment under the MoA based on the following grounds: <ul style="list-style-type: none"> ○ Significant irregularity in the procedures ○ Unreasonable consistency in the application of the standards ○ Improper bias or motive on the part of the review committee 	<p>NO</p> <p>NO</p> <p><i>Agreed</i></p> <p>Accepted the grounds; however, no right to file a grievance under the MoA. Part-timer's recourse would be to appeal to the Provost who would be the final decision maker.</p>

Job Security & Grievance Rights for Part-time members

UTFA Proposal	Admin's Response
<p data-bbox="108 444 625 479">Compensation related items:</p> <ul data-bbox="137 496 1012 933" style="list-style-type: none"><li data-bbox="137 496 1012 582">● Increase sabbatical pay for first leave after continuing appointment (to match FT faculty)<li data-bbox="137 596 1012 833">● Continuing appointment percentage appointment be the % at the time the review was conducted or at the % that is the average of the two highest part-time % appointment years, whichever is greater.<li data-bbox="137 848 1012 933">● 24 months severance (from 22 months) for termination without cause <p data-bbox="108 1005 954 1090">Extra PERA (like pre-continuing FT members) for pre-Continuing Appointment PT faculty</p>	<p data-bbox="1064 451 1292 486">NO response</p>

**Substantive Bargaining Occurred
(i.e. meaningful engagement
beyond the surface)**

Librarian Research Days

Agreement:

- Increase the number of Librarian Research and Study Days from 14 to 16 days to a level commensurate with other research intensive universities in Canada and the United States.
- Clarified UTFA librarians may request additional Research and Study Days on an “as needed basis,” (no longer under exceptional circumstances)

Outstanding issue:

- Librarian will raise any disputes involving the approval/coordination of these days with the Chief Librarian or their designate who is a Senior Librarian Administrator excluded from membership in the Association (i.e. designate will not be a member of the Association)

Retirees Access to MS Office 365

Agreement Reached!

- Parties wish to recognize the contributions of retired faculty and librarians.
- All retired members will have access to the web version of email and calendaring.

For 6 year period - July 1, 2023 to June 30, 2029 for *all* retirees (actively engaged and not actively engaged)

- will be offered upon their retirement full reimbursement by the Administration for the one-time purchase of a personal MS Office perpetual package for one computer (\$170.00)
- will have 6 months to transition their files to a personal device and the Admin will provide IT support

Retirees Access to MS Office 365

Access for Retirees actively engaged in one or more of the following activities, when associated with the University:

- Teaching
- Supervision of graduate students
- Research, including creative professional activities
- Service
- Some other special project associated with the University

Process:

- Academic units will designate retirees for a defined period based on information retirees provide in their Notice of Intent to Retire Section
- Engagement will be audited every 3 years
- Academic unit will communicate to retirees if they are determined to be no longer actively engaged with the university
 - Engagement will end on January 1 or July 1 depending on their retirement date
 - 6 month grace period to transition their files to a personal device

Grievance and Arbitration Process

Significant gains towards meeting our bargaining goals of:

- Replacing archaic GRP process with a modern, professional, neutral, mediation/arbitration process consistent with common practice across the academic sector
- Improving the timelines and efficiencies of the process of enforcing our rights

Grievance and Arbitration Process

Gains:

- Pause timelines in July and August (if not unreasonable)
- Step 2 and 3 grievances will be heard by a person whose position is excluded from membership in UTFA
- At the member's discretion, alternate academic administrator will respond to Step 2 or Step 3 grievances in cases of reasonable apprehension of bias or conflict of interest situations
- GRP replaced by Chief Arbitrator and roster of professional arbitrators
- Pre-scheduled hearing dates to ensure timely adjudications
- Arbitrator vested with the *same* powers conferred upon an arbitrator under the *Labour Relations Act*

Article 13 of the MoA - Vice-Deans Exclusion

Positions that carry out academic labour relations responsibilities, (i.e., negotiations, discipline, grievances and arbitration), are excluded from UTFA

- 8 individuals that hold Vice-Dean, Faculty, Associate Dean, Faculty, Deputy Chief Librarian positions

Process for newly created positions and for any restructured positions

- Admin to provide information and UTFA must agree that the position warrants exclusion
- Disagreements referred to arbitrator on an expedited basis for resolution.

Process for Sexual Violence Policy LOU & Procedural Fairness in Workplace Investigations

Timelines

- SVP LOU ‘negotiation’ and facilitation has been ongoing between the parties since 2017
- MoA refers to the April 1993 *Policy and Procedures: Sexual Harassment*
- Substantial amendments to the *OHSA* in 2009 and 2017, and the introduction of the *Strengthening Post-Secondary Institutions and Students Act* (“Bill 26”) on July 1, 2023;
- UTFa has objected to the constitutionality of Bill 26 to the University Administration
- Administration introduced the *Policy on Sexual Violence and Sexual Harassment* on January 1, 2023 to respond to some of the legislative changes that have taken place since the establishment of the 1993 *Policy and Procedures: Sexual Harassment*

Process for Sexual Violence Policy LOU & Procedural Fairness in Workplace Investigations

Major, serious, concerns in the Administration's conducting of investigations:

- Lack of procedural fairness
- Violations of natural justice
- Unreasonable and inconsistent procedures and practices
- Failure to conduct impartial investigations
- Failure to address vexatious complaints
- Failure to provide necessary information
- Failure to protect confidentiality

Fall 2024 Association grievance: Workplace Investigation Concerns with the following investigations the Administration carries out:

- Workplace harassment
- OHRC-based Discrimination and Harassment
- Civility
- Sexual Violence

Process for Sexual Violence Policy LOU & Procedural Fairness in Workplace Investigations

Agreement Reached re: facilitation and fact-finding process!!

Renewed mandate:

- Amend the *Policy on Sexual Violence and Sexual Harassment* in light of Bill 26
- Parties would agree to an Investigation Protocol to apply to **all workplace investigations relating to allegations of workplace harassment or discrimination** in relation to UTFa members.

SVP LOU Team = Terezia Zorić, Jeff Bale, Sherri Helwig, Kyla Everall, Azita Taleghani

Process for Sexual Violence Policy LOU & Procedural Fairness in Workplace Investigations

Process:

- Parties continue to engage given the legislative changes that have occurred.
- Agree to timelines for the parties to attempt to reach agreement on its mandate.
- Eli Gedalof be seized as Facilitator (and, if needed, as Fact-Finder). The parties agree to schedule such further dates as are necessary for the resolution of the Facilitation as expeditiously as possible.
- Conclusion of agreements in relation to the negotiations in paragraph 2, Article 7 of the MOA will be amended to remove reference to the 1993 *Policy and Procedures: Sexual Harassment*.

Process for Sexual Violence Policy LOU & Procedural Fairness in Workplace Investigations

Outcomes/remedies UTFA is seeking:

- Have the Administration establish minimum protections to ensure reasonable, appropriate, and procedurally fair workplace investigations in compliance with the University's legal obligations under the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*, obligations under the MoA, and obligations of its own policies.

In other words, have the parties jointly develop an ***Investigation Protocol*** to apply to all workplace investigations in relation to UTFA members (as requested in the SVP LoU process)

Process for Sexual Violence Policy LOU & Procedural Fairness in Workplace Investigations

Process Agreed to by the Parties:

Facilitation:

- Confidential and without prejudice facilitation process with Eli Gedalof as the Facilitator
- Parties exit positions to be communicated to each other no later than August 15, 2025, *after which the exit positions will not be confidential.*
- 3 facilitation dates - June 12, August 8, and 3rd date in 2025

Fact-finding process:

- If parties proceed to the fact-finding process - will take place in October and November 2025.
- Admin will **not** raise jurisdictional objection at fact-finding, i.e.) that these matters do not constitute an “other significant terms and conditions of employment for members” contained in the MoA or proposed University wide policies.

Questions



Thank You!

