

JUNE 3, 2019 WITHOUT PREJUDICE SETTLEMENT OFFER WITHDRAWN IF NOT ACCEPTED TODAY

In the Matter of a Mediation Before William Kaplan

Between:

The University of Toronto
(The "University")

-and-

The University of Toronto Faculty Association (The "Association")

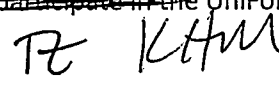
Re May 27, 2019 Association Grievance (the "Grievance") - UniForum Global Benchmarking Program
("UniForum")

Memorandum of Settlement

WHEREAS the parties with counsel met with William Kaplan as a mediator;

AND WHEREAS the parties wish to settle issues related to the Grievance.

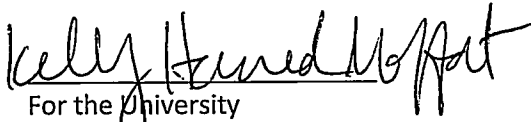
NOW THEREFORE the parties agree as follows:

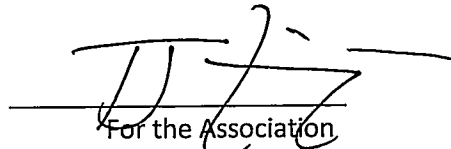
1. The University confirms that data collected through the UniForum Program will not be referred to or relied on: (i) in connection with the termination of a librarian or an assessment of the performance of any faculty member or librarian, including any tenure process, continuing status process, permanent status process, promotion process, or PTR process, and (ii) in any Article 6 negotiations as to the terms and conditions of employment of faculty members and librarians.
2. It is understood and agreed that librarians will participate in the UniForum training and data collection process for non-librarian employees they "supervise" or "manage" such as employees represented by CUPE 1230 and USW 1998.
3. It is understood and agreed that librarians will not be required to participate in the UniForum training and data collection process for themselves or other librarians. There will be no reprisal against any librarian for refusal to participate in the ~~librarian for refusal to participate in the~~ UniForum training and data collection process for themselves or other librarians. 
4. The Grievance is withdrawn.
5. This settlement is made without prejudice or precedent to the rights of the University or the Association in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.
6. Nothing in this Memorandum of Settlement is nor shall it be construed as any admission by the University of any breach of the Memorandum of Agreement or any University policies or procedures as alleged in the Grievance which has been and is denied.

7. William Kaplan will remain seized as a mediator-arbitrator with respect to any issues regarding the interpretation, application, administration or alleged violation of the terms and conditions of this Memorandum of Settlement.

8. By the signature of authorized representatives hereunder the University and the Association confirm their agreement to the terms and conditions set out herein.

Dated at Toronto this 3rd day of June, 2019


For the University


For the Association