

**AGREEMENT BETWEEN UTFA AND THE UNIVERSITY  
ADMINISTRATION ON THE MEMORANDUM OF AGREEMENT,  
OCTOBER 10, 2014**

1. Article 6 arbitration to be extended to sick leave, leaves of absence and maternity, family care and parental leave (as per university administration proposal).
2. The following matters would not be subject to Article 6 binding arbitration, but instead would be subject to the facilitation and fact-finding process described in paragraph 3 below (hereafter the “facilitation and fact-finding process”):
  - a) Current Article 2 listed policies.
  - b) The new policy on the process for Academic Restructuring, which is to be newly added to the policies listed in Article 2 and which will not be subject to the fact-finding and facilitation process for a period of 5 years after the new policy is approved.
  - c) Memorandum Article 3, the non-arbitrable components (if any) of Article 4, and Articles 7, 9 except as it relates to academic freedom, 10, 11, 13, 18 and 19 (includes privacy and technology issues); and
  - d) 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 GRP.
3. The Memorandum would be amended to provide for the following:
  - a) Each round of bargaining would commence with good faith bilateral negotiations over those terms and conditions of employment as specified by each party, both those subject to arbitration and those not subject to arbitration. This period of negotiations would continue for up to 3 months, subject to extension if the parties so agree. At the conclusion of the negotiation period, those issues that are within the scope of either Article 6 or the facilitation and fact finding process will be dealt with as set out below.
  - b) For those matters that are subject to arbitration, as per existing

- Article 6, where the parties cannot reach agreement with the assistance of a mediator, the existing arbitration (dispute resolution panel) provisions of Article 6 would apply.
- c) For those matters identified in paragraph 2 above, and subject to the time restriction in 2(b), the parties would agree on a facilitator to assist them to reach mutual agreement. If the parties cannot agree, the Chief Justice of Ontario would appoint the facilitator.
  - d) If the parties did not reach agreement on such matters with the assistance of the facilitator, either party could refer the matter(s) to the fact-finding phase of the process. The fact-finding phase would be conducted by a three person panel provided the parties could mutually agree on all three members of the panel, failing which there would be a one-person fact-finder who would be appointed as follows. The parties could appoint any individual by mutual agreement. Failing agreement, the parties would ask the Chief Justice of Ontario to appoint the fact-finder. The criteria for appointment by the Chief Justice would be that the fact-finder would 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 would 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 UTAC or the Chair of the GRP as the fact-finder considers appropriate.
  - e) The parties would provide written submissions to the fact-finder/panel with respect to the matters under consideration. The fact-finder/panel would 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.
  - f) 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 could include elements of either party's proposal on unresolved matters.

- g) The fact-finder's/panel's recommendations will not be made public until two months after the recommendations have been made to the parties. During that period, the parties may reach agreement on the matters in dispute.
- h) If the parties do not reach agreement on some or 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 UTFA 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 UTFA 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.
- i) Unless otherwise agreed by the parties, the facilitator and fact-finder will be independent of and not employed by either party.

4.

(a) The University administration will notify UTFA 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. UTFA will be given a reasonable opportunity to respond to such proposals. If the Administration and UTFA agree that the proposal comprises Significant Terms and Conditions of Employment, or if failing agreement, on the expeditious application to the GRP, the GRP decides it comprises Significant Terms and Conditions of Employment, then UTFA may refer the matter to the facilitation and fact-finding process under paragraphs 3(c) to (g) and no changes will be made (absent agreement) until one month after the end of the facilitation and fact-finding process (i.e. until one month after public release of recommendations).

(b) In some circumstances the University administration 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 administration and UTFA agree that it comprises Significant Terms and Conditions of Employment or failing agreement, on the expeditious application to the GRP the GRP decides it comprises Significant Terms and Conditions of

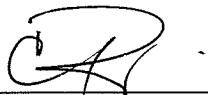
Employment and UTFA refers the matter to the facilitation and fact-finding process the parties will cooperate to ensure that the process is expedited such that from the time of notice to UTFA under 4(b) above until the recommendations of the fact-finder are made public under 3(g) above no more than 6 months time shall pass (including a truncated time for the fact-finding recommendations to be made public under 3(g) above from 2 months to 15 calendar days), failing which the University 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 GRP will resolve any difference over whether there is a bona fide need on an expedited basis.

(c) Nothing herein shall prevent the University administration 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 GRP will resolve any difference over whether the change or new policy was required by law.

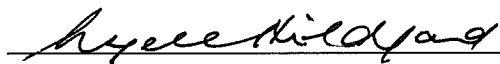
NOTE: The University administration and UTFA have also proposed other changes to the MOA which require further discussion between the parties.

**For the University of Toronto**

**DATE**

  
\_\_\_\_\_

Oct 10, 2014

  
\_\_\_\_\_

**For the University of Toronto Faculty Association**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_