

UTFA Council Agenda

September 15, 2016 – 3:00 – 5:00 p.m.

Room 368, Rotman School of Management
105 St. George Street

1. Approval of Council Speaker * (10 min) (Executive motion)
 - a. Acknowledgement of outgoing members
 - b. Welcome to new members
2. Approval of the Agenda
3. Minutes of Previous Meetings
 - a. June 21, 2016 *
4. Business Arising
 - a. From the Minutes of Council
 - b. From the Summary of the Minutes of the Executive Committee
 - i. May 12, 2016 *
 - ii. July 5, 2016 *
5. Order of the Day: 3:15 p.m. (25 min)
 - a. Update on Pensions (P. Downes)
 - b. Approval of P. Downes as UTFA's representative to the Joint Pension Committee – C. Messenger
 - c. Ad hoc committee on Pensions (Chair – K. MacDonald) (Executive motion)
6. Order of the Day: 3:40 p.m. (20 min)
Memorandum of Agreement Revisions * – P. Downes (Executive motion)
7. Report of the President (45 min)
 - a. Approval of Membership in Committees of Council * (motion)

- b. CAUT Defence Fund Trustee (Executive motion)*
http://defencefund.caut.ca/files/What_is_the_Defence_Fund-20141029.pdf
<http://defencefund.caut.ca/>
 - c. Professor Homa Hoodfar * (Executive motion)
 - d. Academics in Turkey (Executive motion for ad hoc committee)
<https://www.scholarsatrisk.org/>
 - e. Ad hoc committee on Gender Salary Inequity (Chair – C. Messenger) (Executive motion)
 - f. Joint Benefits Committee membership (Executive motion)
 - g. Task Force on Financial Investments (Executive motion)
 - h. Other matters
8. Report of the Vice-President, Grievances (10 min)
- a. Update on Sexual Harassment/Violence issue
 - i. Sexual Harassment/Violence negotiating team (Executive motion)
 - b. Other matters
9. Report of the Chair, Membership Committee (5 min)
- a. Focus Groups
 - b. Council seats
 - c. Other matters
10. Reports from the Floor of Council
11. Report of the Vice-President, University and External Affairs * (Written Report) (Regrets)
12. Other Business
- a. Next meeting of Council
Tuesday, October 18, 2016
3:00 to 5:00 p.m.
13. Adjournment

* materials attached

Motions to Council
September 15, 2016

The Executive Committee recommends to Council that:

- Item 1 Jeff Newman be reappointed as Council speaker for the 2016–2017 academic year.
- Item 5c an ad hoc committee of Council on pensions be formed.
- Item 6 Council approve the changes to the revised MoA.
- Item 7b E. Damiano be the UTFA CAUT Defence Fund Trustee.
- Item 7c UTFA move forward in seeking additional sponsors for a full page ad in an Irish newspaper in support of Homa Hoodfar.
- Item 7d an ad hoc committee of Council be formed, co-chaired by Linda Kohn, Vice-President, University and External Affairs, to advise UTFA Executive and Council on what initiatives UTFA might undertake to address the crisis of academics in Turkey.
- Item 7e ad hoc committee of Council on gender salary inequity be formed, including C. Evans, K. MacDonald, R. Gillis, T. Zoric, K. Scheaffer, H. Sonne de Torrens, and at least one member of Council.
- Item 7f a Joint Benefits Committee be formed, including K. MacDonald, C. Messenger and K. Weaver, for the duration of one year.
- Item 7g an ad hoc committee of Council on financial investments be formed to serve as a task force to examine investments in the university as well as in UTFA.
- 8a(i) UTFA’s Sexual Harassment/Violence Prevention negotiating team consist of C. Messenger, R. Gillis and T. Zoric.



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UTFA Council Minutes

Tuesday, June 21, 2016 – 3:00 – 5:00 p.m.

Room 133
Rotman School of Management
105 St. George Street

Present:

Executive: E. Damiano, P. Downes, C. Evans, P. Hamel, J. Jenkins, C. Messenger, K. Weaver

Present: E. Barbeau, D. Bar-Natan, J. Berkovitz, K. Bickmore, A. Braun, E. Fillion, R. Gillis, M.A. Guttman, J. Hanssen, D. Heap, A. Hojatollah Taleghani, B. MacDonald, J. Macdonald, K. MacDonald, B. McDonagh, N. Morgenstern, J. Poë, K. Rankin, L. Shade, V. Skelton, S. Smith, L. Stewart Rose,

Regrets: M. Attridge, D. Bailey, S. Hawrychuk, R. Helms-Park, T. Hossain, L. Kohn, A. Motsch, J. Nogami, S. Prudham, L. Rudin, J. Siegel, L. Vaage, J. Valteau, N. Wiseman, T. Zoric

Absent: D. Cooper, S. Dalili, W. Hussain, P. Radhakrishnan, H. Rodd, R. Sarabia, W. Smieliauskas, H. Sonne de Torrens, J. Taylor, A. White

Also Present: M. Horban (Business Officer)
D. Dias (Chief Returning Officer)
Helen Nowak (Counsel)
A. Lo (Communications, Outreach Campaign Support Officer)
R. Schmelzer (Grievance Assistant and Note Taker)

J. Newman called the meeting to order at 3:05 p.m.

1. Approval of the Agenda

It was duly moved and seconded that:

the agenda be approved as distributed.

Carried.

2. Minutes of Previous Meetings

a. May 19, 2016 *

As there were no changes to the May 19 Council minutes, they were approved as distributed.

3. Business Arising

a. From the Minutes of Council

b. From the Summary of the Minutes of the Executive Committee

i. May 12, 2016 *

There was no business arising from the minutes of Council or the minutes of the Executive Committee.

4. Tour d'horizon (10 min)

J. Hanssen raised the issue of the Faculty of Arts and Science postdoctoral fellowship, noting that it is upsetting to see UTM postdocs going to do graduate programs downtown. UTM is not allowed to host any postdocs, who go either to UTSC or downtown. A protest was recorded in this matter in January 2014. J. Hanssen asked that this issue be noted in the minutes since he is actively working on it. UTFA should get involved for FAS to be more inclusive.

C. Messenger noted that this issue was already raised at a Joint Committee meeting. The Administration said that they will get the deans to discuss how to address it. She suggested seeking an update from the Administration by bringing it up again at Joint Committee.

R. Gillis brought up an ongoing story at OISE, where the new dean has informed faculty that they are not successful with fundraising. This is very concerning.

T. Zoric gave an update regarding the elimination of the Bachelor of Education at OISE, which was not handled well, and the poor decision-making around overhauling the Master's program.

M.A. Guttman noted that UofT is reluctant to appoint anyone from OISE. She also said that although all North American schools of education have a Master's degree, there is no compelling reason to pursue a Master's in order to have a teaching career.

5. Report of the Nominating Committee * (5 min)

S. Smith thanked the members of the Nominating Committee for their work: K. Weaver, B. MacDonald, D. Heap and L. Stewart Rose. She noted the one outstanding item, nomination of the third Member-at-Large. Only one person had put their name forward, C. Evans. She recommended that Council appoint C. Evans by acclamation.

C. Evans was appointed by acclamation.

The members showed their appreciation through applause.

6. Report of the Chief Returning Officer * (10 min)

D. Dias said that, as his report stated, the 2016 UTFA Presidential election was transparent, fair, and successful.

K. Weaver quoted Art. 9.1 of the Constitution, noting that there should be something on paper regarding the guidelines after the fact, and that he had some ideas from various members to share.

R. Gillis asked whether, now that all Executive positions have been filled, a mass email would be going out to the membership and whether this is typically done. C. Messenger said that it is not but it is a good idea and we can do it after July 1, once she is President. M. Horban added that as of July 1 the new Executive and Council lists will be on the UTFA website.

7. Summer authority* (5 min)

J. Newman reminded Council members that every year a motion is made to give summer authority to the Executive. Since this is an Executive motion, there is no need for a seconder.

The Executive Committee recommends to Council that:

Until the next regular meeting of Council (in September), summer authority be granted to the UTFA Executive Committee to:

- (i) Conduct normal UTFA business
- (ii) Authorize usual expenditures

Carried.

8. Report of the Treasurer (10 min)

- a. Year-to-date*
- b. Interim Budget*

P. Hamel said that this is his last report as a Treasurer. He informed the members that Items 8 (a) and (b) were combined in one document. UTFA is in good shape. He noted some highlights:

At the end of the 11th month of the financial year we have a surplus of \$183,731 and the draft interim budget projects a surplus of \$33,715.

The budget shows increased membership income, due to the successful negotiations led by P. Downes.

Legal Grievances is projected at \$250,000. This year UTFA has spent \$239,091.

A major expense has been the renovation of Suite 410. Budgeted at \$260, 000, it grew to \$277,334, but some of this will be reallocated to furniture and equipment.

The Senior College Centre expense was budgeted at \$45,000 but actually cost less.

J. Jenkins asked if a listing of our investments is available. P. Hamel responded that his successor E. Damiano might provide that if it were needed.

K. Rankin asked who manages the investment portfolio. P. Hamel replied that that is the job of the Financial Advisory Committee, whereas his main duty is to ensure the investment policy is followed.

K. Weaver asked who is on that committee. P. Hamel named S. Ahmed, L. Florence, W. Huggins, and A. White.

J. Jenkins asked if the committee can be more active in its management of the investments. P. Hamel replied that it cannot, as the committee was meant to be very conservative.

E. Damiano explained that the portfolio is split 1/3 in equities, 1/3 in bonds, and 1/3 in cash.

C. Messenger thanked P. Hamel and also M. Horban for their extensive work on design, choosing materials, supervising work, and decoration for Suite 410.

The members showed their appreciation through applause.

J. Hanssen suggested that the committee look into ethical investments and T. Zoric added that the all-male list of the committee lacks perspective.

P. Hamel ended by presenting E. Damiano with the UTFA treasurer's Faculty Club card.

The members showed their appreciation through applause.

9. Report of the Vice-President, Grievances (10 min)

a. Chair of the Grievance Review Panel *

C. Messenger said that she would like Council to approve renewal of William Kaplan as Chair of the Grievance Review Panel for a 2 year term. She emphasized the benefits of having a trained lawyer and former academic in this position.

T. Zoric noted that W. Kaplan is involved in a Ryerson case on student evaluation of teaching, which would make him an even greater asset in terms of his experience.

C. Messenger, seconded by T. Zoric moved that:

The Chair of the Grievance Review Panel be renewed for another 2 year term.

Motion carried.

C. Messenger then reported that UTFA met with the Administration on the SJAC teaching stream issue and will do so again in July.

10. Report of the Chair, Teaching Stream Committee (5 min)

C. Evans reported that the committee met on June 1 and the main item was an SJAC presentation. This gave rise to an animated discussion. This topic was brought up with the Administration on June 7.

11. Report of the Chair, Membership Committee * (5 min)

J. Jenkins, incoming chair, expressed her excitement to begin work in her new role. Her plans include reviving focus groups. She asked the members to suggest topics for discussion.

12. Report of the Vice-President, Salary, Benefits, Pensions, and Workload (30 min)

a. Revisions of U of T Statement of Investment Policies and Procedures – “Responsible Investment” (Pension Committee)*

P. Downes reported that the Joint Benefits Committee met with the Administration earlier in the month and, at the committee's request, the Director of Benefits and Pensions in the Human Resources office, Steve Dyce, gave a detailed statistical report of members' benefits claims. Among items that came to light was a gap in hospital accommodation between a public ward and a private room, as well as an issue with the speech therapy benefit. P. Downes said that he asked the Department of Speech-Language Pathology for advice. The Chair, Professor P. van Lieshout, was very helpful, providing information that was useful for negotiating a new reasonable and customary cost for speech therapy.

P. Downes said that every year the Pension Committee is asked to vote yes or no to the SIPP (Statement of Investment Policies and Procedures). He then explained "Responsible Investing," saying that this applies to "direct" investments (made on the university's behalf by third party managers into a particular company), not "indirect" or pooled fund investments. President Gertler recommended that we need to include indirect investments under the terms of this policy but not right away. Currently only about 7.5% of our equity investments are direct. Alumni representative Bruce Winter criticized this and said we should move to indirect promptly. The actual statement on "Responsible Investment" was not approved. P. Downes further mentioned that since the negotiation with the Administration he has proposed new wording for SIPP – Responsible Investment, which is attached.

There were questions from the floor regarding this proposal and what happens if it gets approved, or if there is another vote and it is again no, as well as other aspects of the proposal.

J. Jenkins said she supports what P. Downes says as it opens doors, and added that it is good to be moving forward even in small steps. She emphasized the importance of the second sentence of the report, which states that organizations that adopt a sound ESG practice not only benefit society and the planet but also may reduce financial risk over time and offer better long-term value for investors.

C. Messenger noted how wonderful is to see the Council so engaged. She said that she likes the idea of a task force and maybe it can be further developed at the retreat and brought to fruition.

V. Skelton drew attention to *Corporate Knights* as an excellent publication covering this kind of topic.

b. Chair of the Pension Committee

P. Downes asked for the members' support for approving Alex Mackinnon of Steel as the next Chair of the Pension Committee.

c. UTFA Representative on UTAM Board

The University Pension Committee met on June 8. Mr. Moriarty, the head of UTAM, has retired and will not be replaced. Instead, the President's investment advisory committee will be playing a greater role in overseeing the operations of UTAM.

P. Downes noted that UTAM has a board of directors and E. Damiano serves on it.

P. Downes, seconded by C. Messenger, moved that:

E. Damiano be re-approved to serve for one more year on the UTAM board of directors.

Carried.

d. Long Term Disability

T Zoric reminded members that in the previous settlement there was an LTD increase in the pre-disability salary cap from \$125,000 to \$150,000 at no extra cost. There was also an improvement to policy on receipt of PTR for LTD claimants, to allow for PTR to be awarded during the first year of LTD leave, in parallel with members on other forms of leave.

T. Zoric added that based on Schedule B in the Memorandum, the Joint Working Group will consider improving the structure and cost of LTD for UTFA's members by creating a separate LTD plan, analyzing employee vs. employer costs; improving the disability benefit, and promoting tax efficiency.

T. Zoric noted that the Joint Working Group must issue its recommendations no later than May 31, 2016. On May 9, she and R. Gillis, J. Macdonald, R. Chang, and G. Kawaguchi (UTFA LTD consultant) met with the Administration team, led by A. Hildyard. The working group decided that it needs to do an RFP to cost the changes being considered. The timeline would allow the RFP to be done in the fall and a final decision to be made by March 2017 in order for the new plan to come into effect on July 1, 2017.

T. Zoric asked for the members' support to push the deadline to March 31, 2017.

M. A. Guttman asked whether life insurance still stops at 65. T. Zoric said that it does. The industry does not provide a reasonably priced product beyond the age of retirement, but this can be discussed further.

C. Messenger, seconded by B. Macdonald, moved that:

The final decision regarding the new plan design be extended to March 31, 2017 in place of May 31, 2016.

Carried.

e. Other Matters

P. Downes gave a further update on the JSPP issue. The UofT Joint Working Group on pension reform, H. Mackenzie, D. Brown, E. Damiano and P. Downes, continues to meet. They met with the finance ministry's Marshall committee. P. Downes will have its recommendations in the fall. He would like things to move quickly once those recommendations come in, as CUPE, USW and UTFA tied this process to potential pension contribution increases beginning July 1.

J. Macdonald asked how much the increase will be. P. Downes said 1%. J. Berkovitz asked what the distribution would be within the 1%. P. Downes said it would be 50/50.

P. Downes, seconded by Cynthia Messenger, moved that:

J. Jenkins be re-nominated to the Pension Committee.

Carried.

13. Report of the Chair, Equity Committee * (10 min)

a. Sexual Violence Prevention Policy

T. Zoric informed the members that we are at early stages in changing this policy. On May 27 she met with R. Gillis and E. Phillips to discuss the policy, and on May 31 she, R. Gillis, and C. Messenger met with the Administration team. Discussion also took place at a Grievance Committee meeting. T. Zoric praised the team working on this project: incoming chair Roy Gillis, and E. Phillips, who works on similar issues with both OCUFA and some UTFA members.

T. Zoric clarified that the definition of sexual violence is very broad and the University has no choice but to utilize the legislated definition. Based on the discussions at the above meetings, T. Zoric recommends pushing the Administration to more clearly define the other elements of the definition and carve out what is not sexual violence. She added that E. Phillips made helpful suggestions for narrowing the concept, such as the need to distinguish between different degrees of severity, the protection of the academic freedom, and also flagging education and rehabilitation as key to prevention. E. Phillips also suggested that we invite Cynthia Petersen, a highly skilled Goldblatt lawyer who practices in the area of sexual harassment and discrimination investigations, to speak.

b. Other Matters

There were no other matters.

14. Reports from the Floor of Council

J. Newman invited Council members for whom this was the last Council meeting to stand.

The members showed their appreciation through applause.

J. Newman also spoke about S. Prudham (who could not attend this last meeting due to a scheduling conflict), praising his efforts and his amazing work over the past four years. He asked the members for a round of applause for both the past president, S. Prudham and the incoming president, C. Messenger.

The members again showed their appreciation through applause.

There were no reports from the floor of Council.

15. Report of the Chair, Librarians Committee (Written Report)* (Regrets)

16. Other Business

- a. Next meeting of Council
Sept TBD, 2016
TBD

17. Adjournment

It was duly moved and seconded that:

the meeting adjourn.

Carried.

The meeting adjourned at 4:45p.m.

Rucsandra Schmelzer
Grievance Assistant and Note Taker

Appendix A

Report to Council, April 18, 2016
UTFA VP University and External Affairs, Linda Kohn

UTFA hosts a meeting of the University of Toronto Employee Associations and Unions (UTEAU). With the assistance of Colleen Burke, President USW 1998, the mailing list has been updated to include all bargaining units at the University of Toronto. I chaired a meeting at **UTFA** on April 7 with the following units represented: **USW 1998** (Steelworkers, at U of T includes Staff Appointed Unit, Casual Unit, Victoria University in admin, security, custodial, grounds and physical plant maintenance and food service; Univ of St. Michaels College, staff in admin and facilities maintenance); **UNITE HERE Local 75** (representing 8000 hospitality workers in the GTA, including 89 Chestnut and the Rogers Centre which employs many U of T students); **OPSEU**; **IATSE 58** (Stage Employees, Hart House); **CUPE 2484** (Special Constables & Researchers); **CUPE 3261**; **CUPE 3902**; and U of T Student Unions: **APUS**, **UTMSU**, **SCSU**. Also attending, Helen Nowak, new UTFA Counsel.

Big issues include:

“Fight for 15” minimum wage campaign (April 15, 206 demonstration).

USW 1998: upcoming negotiations and restructuring. Casual employees have been without a contract since 2014.

OPSEU 2484: workload for Constables and outside hiring of retired police officers; workload at UTM and UTS.

UNITE H 75: Food service workers at U of T, York and Ryerson. Workers are losing benefits, wages and job stability as ARAMARK, SODEXO and COMPASS contract with universities. For example, a worker with 25 years experience was offered a probationary contract and no seniority. Over 100 people at U of T face job loss - especially older people with higher salaries. These are mainly women, visible minorities, and immigrants. UNITE H 75 has 9000 members across the GTA with 2500 food service workers moving into bargaining (including UTSC and St. Mikes). Real Food Real Jobs is a coalition on campuses (Melissa Sobers); advocating for better food on campus and real jobs.

CUPE 3261: Contracting out of cleaners to Compass at \$12-13 per hour (Union caretaker is \$20 per hour). Leanne MacMillan presented this at our March Council mtg.

APUS: Tuition increases and access for people with disabilities consistent with the **AODA** in such buildings as Hart House. Student governance: autonomy with respect to University administration. Open letter from APUS, student clubs and service groups responding to the Report on Sexual Harassment and Violence regarding the lack of engagement with marginalized communities regarding gender based violence.

CUPE 3902: Unit 5: Internally funded postdoctoral fellows will be negotiating their second contract. Concern about faculty attitudes toward unionized PDFs. Unit 1: (TAs) unfair labour practice complaint regarding execution of the last collective agreement.

Report from President Gertler on Divestment from Fossil Fuels (April 18).

["Beyond Divestment: Taking Decisive Action on Climate Change"](#)

In a nutshell, what is proposed is not divestment (rejected as a “blunt instrument”). Rather it is a plan around ESG issues (environment, social, governance).

UTAM (University of Toronto Asset Management Corporation) is directed to:

- **Articulate principles that will enable consideration of ESG in undertaking direct investments.**
- **Initiate process by which U of T becomes a signatory of the Carbon Disclosure Project, a UK-based initiative.**
- **Evaluate our signing onto the UN-supported Principles for Responsible Investment Initiative.**
- **Determine ways in which it can vote proactively and deliberately on shareholder resolutions aimed at reducing climate-related risk for firms in which it is directly invested.**

Since UTFA is represented on the Board of UTAM, Council will be able to follow progress on these four points.

I refer you to the full report for other aspects, such as upgrading of buildings on all three campuses for environmental efficiency and R&D initiatives on alternatives to fossil fuels and related technologies.

I attended the Governing Council meeting at which President Gertler presented the report. The Governors asked important questions: In what ways are we taking a leadership position? Will we provide adequate attention to the “S” part of ESG? How will we monitor progress?

See also, a response to the President’s report in The Varsity, [An open letter to the University of Toronto on fossil fuel divestment. In defense of the Toronto Principle](#) from nine former members of the Ad Hoc Committee on Divestment from Fossil Fuels.

Strongly recommended is a parallel plan from Yale University. Note the attention to unraveling and evaluating indirect investments in fossil fuels.
[yale-advances-in-shaping-portfolio-to-address-climate-change.](#)

Council Summary

UTFA Executive Minutes

Thursday, May 12, 2016 – 1:00 p.m. – 3:00 p.m.

UTFA Boardroom

Chair – T. Zoric

Present: M. Attridge, E. Damiano, P. Downes, P. Hamel, J. Jenkins, L. Kohn,
C. Messenger, A. Motsch, S. Prudham, H. Sonne de Torrens, J. Taylor,
K. Weaver, T. Zoric (Chair)

Regrets: C. Evans

Also present: D. Campanella (Research Analyst), M. Horban (Business Officer), A. Lo
(Communications Officer), H. Nowak (Legal Counsel), C. Penn
(Administrative Assistant and Notes)

T. Zoric called the meeting to order at 1:15 p.m.

1. Approval of the agenda

J. Jenkins requested a debriefing from the AGM. S. Prudham said that this can come under his report.

H. Sonne de Torrens, seconded by, J. Jenkins, moved that:

the agenda be approved as amended.

Carried.

2. Minutes of previous meetings

a. April 7, 2016 *

i. Minutes

ii. Council summary

As there were no changes to the minutes and Council summary of the April 7, 2016 Executive meeting they were approved as distributed.

3. Business arising (not elsewhere on the agenda)

a. Action List *

Several items were deleted from the action list.

4. Timing and Chair of the June 2016 Executive Committee Meeting (5 min)

S. Prudham suggested that the June 2 and June 30 meetings be combined into one the week of June 13.

J. Jenkins assumed the chair.

5. SJAC (10 min) (T. Zoric)

- a. SJAC promotion to full professor – Teaching Stream policy changes *

C. Messenger, seconded by, T. Zoric, moved that:

the meeting go *in camera* to discuss the Teaching Stream policy changes.

Carried.

C. Messenger, seconded by, H. Sonne de Torrens, moved that:

the meeting go *ex camera*.

Carried.

T. Zoric asked for 20 minutes for this issue on the next Council agenda.

6. Report of the Vice-President, Salary, Benefits, Pensions and Workload (15 min)

P. Downes reported that a meeting has been arranged with the Administration to discuss benefits, including expanding the psychotherapy benefit, and looking at both process and denial of benefits.

P. Downes reported that he and H. Diggle continue to meet with Executive members to discuss proposed changes to the pension plan. Meetings also continue with the Administration and other unions. The Administration believes that the JSPP is a good thing if it comes with certain benefits. If the multi-employer plan is off the table, the Administration may want a stand-alone JSPP. P. Downes recently met with A. Hildyard on this issue.

S. Prudham, seconded by H. Sonne de Torrens, moved that:

the meeting go *in camera* to discuss pension issues.

Carried.

K. Weaver, seconded by L. Kohn, moved that:

the meeting go *ex camera*.

Carried.

7. Report of the Vice-President, Grievances (10 min)

- a. Recommendation for Workload Adjudicator *

C. Messenger reported on some issues around the naming of the Workload Adjudicator. She presented the members with a list of names and asked for their input.

The members reviewed the list and provided their comments.

- b. UTFA Committee on the Sexual Harassment/Violence Policy * (Roy Gillis, C. Messenger, T. Zoric)

http://www.provost.utoronto.ca/Assets/Provost+Digital+Assets/ResponsePRSV_April2016.pdf

C. Messenger reported that a meeting has been arranged with the Administration for May 31 to decide how to proceed on this issue. S. Prudham has excused himself from the committee and R. Gillis, with Executive's permission, will join her and T. Zoric at this meeting. R. Gillis is an expert in this area.

The members agreed that R. Gillis will replace S. Prudham on this UTFA committee.

c. Other matters

There were no other matters.

8. Report of the Vice-President, University and External Affairs * (10 min) (Appendix A)

a. Report on OCUFA Board Meeting

L. Kohn called the members' attention to her written report (see Appendix A). She highlighted the information session on the *Accessibility for Ontarians with Disabilities Act* (AODA).

The members discussed whether UTFA had met its obligations and how to comply with the legislation.

b. Report on CAUT Board Meeting

L. Kohn asked members to read Appendix A.

c. Other matters

C. Messenger said that she heard that UofT is downloading the responsibility to a unit or faculty to come up with matching funds for infrastructure renewal. UofT received \$93 million that they need to match and then it must be used to bring buildings up to environmental standards in a very tight time frame.

9. Report of the President (15 min)

S. Prudham asked the staff to leave the meeting.

a. CUPE 1281 tentative agreement*

S. Prudham, seconded by A. Motsch, moved that:

the CUPE 1281 Memorandum of Agreement be approved as distributed.

Carried unanimously.

The CUPE members returned to the meeting.

b. May 19 Council meeting agenda planning meeting

S. Prudham asked the members to provide any items for the Council agenda to him and C. Penn.

c. Scheduling a special membership meeting

S. Prudham said some members are proposing having another membership meeting.

J. Jenkins, seconded by, H. Sonne de Torrens, moved that:

the meeting go *in camera* to discuss having a general meeting.

Carried.

P. Downes, seconded by M. Attridge, moved that:

the meeting go *ex camera*.

Carried.

A. Motsch, seconded by K. Weaver, moved that the meeting be extended to 3:15 p.m.

d. Funding for Senior College administrator *

S. Prudham proposed that this agenda item be tabled to June. He has concerns about funding the position and will be raising them at a Senior College board meeting, as well as asking for more information.

e. Support for colleagues and friends at Keyano College in Fort McMurray *

The members discussed making a donation to the Red Cross in support of our colleagues at Keyano College in Fort McMurray.

L. Kohn, seconded by M. Attridge, moved that:

\$3,000 be donated to the Red Cross in support of Keyano College.

Carried

f. Other matters

S. Prudham reported that he conveyed to A. Hildyard A. Motsch's concerns regarding the self-funded research grant, that the scope of what was allowed was not broad enough. He has not yet heard back. C. Messenger said that this should be reviewed with the 2016–2017 Executive Committee after July 1.

10. Report of the Chair, Retired Members Committee (5 min)

K. Weaver reported that the committee had met and come up with some ideas on how to proceed.

11. Report of the Chair, Librarians Committee (10 min)

a. ACALP update

H. Sonne de Torrens reported that the Advisory Committee for Academic Librarians Policies has been meeting regularly and is nearing the end of its work. She will present a written report in June.

b. Other matters

There were no other matters.

12. Report of the Treasurer (5 min)

a. Year-to-Date *

b. Interim Budget for June Council

c. Other matters

Due to time constraints, P. Hamel deferred his report to the next meeting.

13. Report of the Chair, Appointments Committee (5 min)

M. Attridge reported on the results of the UTFA survey on the Policy on Appointment of Academic Administrators. People don't seem to know how people are nominated to be Dean; they did not know who the candidates were; there is a lack of meaningful faculty input and of opportunity to participate in discussion. Perhaps this can be raised at Joint Committee, and in negotiations.

14. Report of the Chair, Equity Committee (10 min)

a. Letter of Understanding Re Joint Working Group on LTD Plan Design/Funding *

T. Zoric reported that P. Downes asked her to chair the working group on LTD set out in the latest negotiations. The deadline for suggestions is May 31. They would like to change the plan to be employee run and to have significant tax benefits, as well as a partial LTD benefit so that people could return to work part-time and still get benefits. She will bring this issue forward at the May and June Executive meetings. She is considering a survey of people who have been on LTD.

b. Other matters

There were no other matters.

15. Reports of the Members-at-large (5 min)

There was no report from the Members-at-large.

16. Other Business

- a. Next scheduled Executive Committee meetings
Combine the following dates to just one date the week of June 13?
Thursday, June 2, 2016 – 1:00 – 3:00 p.m. and Thursday, June 30, 2016 1:00 – 3:00 p.m.
- b. Next scheduled Council Meeting
Thursday, May 19, 2016, 3:00 – 5:00 p.m.
Room 134, Rotman School of Management
- c. Council Planning Meeting

T. Zoric volunteered to attend the Council planning meeting.

J. Jenkins volunteered to chair the next Executive meeting.

17. Adjournment

A. Motsch, seconded by H. Sonne de Torrens, moved that:
the meeting adjourn.

Carried.

The meeting adjourned at 3:20 p.m.

Chris Penn
Administrative Assistant

Appendix A

1. CAUT Board Meeting, April 28-May 1, 2016.

- The Federal Budget includes many progressive issues and is a step in the right direction, though not a big step. There are signals on boosting Canada's capacity on science toward "government has a role to play" but toward linking research to innovation, workers, trade and the market. Minister Bain and Duncan will commence consultations fall, 2016. This summer is the time to organize meetings with our MPs to stress importance of research funding, noting that MPs have BBQs for constituents during the summer.

CAUT Statement Regarding the 2016/2017 Federal Budget <https://www.caut.ca/docs/default-source/reports/caut-statement---2016-2017-federal-budget-%282016-02%29.pdf?sfvrsn=4>

- **Presentation by Sylvain Schetagne, CAUT Director of Research and Political Action on "Tracking Salary Increases Against CPI - How Does Our Purchasing Power Today Compare to 10 Years Ago."** There is now more inequality. Aging of population and outliers are increasing the average. Librarians are not renewing with new hires and are being replaced by younger workers with lower wages. It is key to use median, not average. For example, for men there is a 5 to 13% gap between median and average and this is due to inequality (extremes at both ends of the range). Gender gap decreasing but still there.

Bottom line is that over the past decade, most of us have done better than inflation but productivity has increased and our compensation has not kept pace. Note that the salary gap is decreasing between Assistant, Associate and Full Professors.

The actual amount of money spent on academic rank salaries has been decreasing and this analysis did not capture non-academic rank salaries such as contract academic staff.

Action request: that UTFA invite Schetagne to present on this topic for Council - or perhaps at an open forum for our membership. He is an excellent speaker.

- **Political Action and Lobbying:** Key issues include the Transpacific Partnership Agreement and its impact on the Education Sector, a new consultation on Bill-C51, Intellectual Property, Access Copyright and the Liberal's stand on the expansion of fair dealing.
- **CAUT has a reference group on sexual violence policy** working on some ideas that we should bear in mind as our University designs and sets policy, such as due process under collective agreements for accused Association/Union members; and civilian oversight boards re. policing.
- **Heads up UTFA! Planning for the 2017 CAUT Equity Forum to be held in Toronto on 24-25 February. CAUT is hoping for particularly strong representation from Toronto-area member associations. Registration commences in Fall 2016. Also, heads up incoming UTFA Equity Chair - on this and on the men-only campuses in Saudi Arabia established by Niagara & Algonquin Colleges.**
- **UTFA's last contribution to the CAUT Academic Freedom Fund was in the summer of 2014. We are due to contribute this Fall.**

- Additional Big Issues: Confidential Online Student Evaluations (draft policy statements state that results should not be included in dossiers used in the evaluation of teaching; that context should be considered, eg. class size, type & nature of classes), Performance Metrics (Pearson has commercial products). Governance (Lack of transparency/collegiality by Boards at Carleton, McMaster, UBC, Alberta and a trend toward heavily in-camera meetings with confidentiality agreements; also Tribunals such as at McMaster that fail to keep records needed in grievance cases).

2. OCUFA Director's Meeting, May 7, 2016

- Report on progress toward JSPP.
- Contract Faculty and increasing faculty workload are foci for OCUFA. Ministry is tasked with coming up with a funding formula but not much is happening. Provincial Funding Formula Review was released in December, 2015. It points in directions such as performance based funding based on metrics that could be punitive. Policy lead at OCUFA suggests look at our SMA - grad rates, employment rates, employment satisfaction, HECQO asks for learning assessment.
- Province repackaged student tuition support to link to increased Federal support. Financial aid is repackaged. Student tax credits will cease in Fall, 2017. There is debt relief for the most indigent students. No new money for universities - Ontario is 38% behind the rest of Canada on per student funding. Government is not considering university funding as a whole; aggressive student aids may cause Province to ratchet back support in other areas. Will they continue to permit 3% yearly tuition increases?
- Changing Workplaces Review. Final report from the leads due in November, followed by 3 months of consultations. Between now and then: our window for building coalitions.
- Sexual Violence and Harassment. To comply with Bill 132, University plans are due in January, 2017. Provincial consultations have been limited to students. OCUFA is pushing for broader consultations with faculty and has been consulting with Emma Phillips on how to proceed. OCUFA wants to know to what degree staff bargaining groups are being consulted. UTFA has already responding with OCUFA.
- Gender Wage Gap. OCUFA committees working on this. Will this be addressed by the Changing Workplaces Review?
- AODA -obligations for faculty associations note the timelines and penalties for non-compliance. UTFA's members have accessibility rights under the law and UTFA and the University must comply or face penalties. I have three ppt files from Cynthia Petersen, Goldblatt Partners, "The Accessibility for Ontarians with Disabilities Act (AODA) – Responsibilities and Implications for Faculty Associations and Faculty".

Attention UTFA Grievance Officer -has UTFA addressed Accessibility Standards in training employees to serve our members (deadline was January 1, 2012)?



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Council Summary

UTFA Executive Agenda

Tuesday, July 5, 2016 – 2:00 p.m. – 4:00 p.m.

UTFA Boardroom

Chair – C. Messenger

-
- Present: M. Attridge, K. Banning, E. Damiano, R. Gillis, J. Jenkins,
L. Kohn, K. MacDonald, C. Messenger (Chair), Kathleen Scheaffer,
H. Sonne de Torrens, K. Weaver, T. Zoric
- Regrets: C. Evans, A. Motsch
- Also present: D. Campanella (Research Analyst), P. Downes (past Vice-President,
Salary, Benefits, Pensions and Workload), A. Lo (Communications
Officer), J. Nogami (Guest – by phone), H. Nowak (Legal Counsel),
C. Penn (Administrative Assistant and Notes), E. Phillips (Goldblatt
Partners)

C. Messenger called the meeting to order at 2:10 p.m.

The members and staff introduced themselves.

1. Approval of the agenda

K. Weaver, seconded by L. Kohn, moved that:
the agenda be approved as distributed.

Carried.

2. Minutes of previous meeting

- a. May 12, 2016
 - i. Minutes
 - ii. Council summary

As the minutes were not available, it was decided that they will be reviewed at the first meeting in September.

3. Business arising (not elsewhere on the agenda)

- a. Action List

The action list was not available.

4. Chair of the next Executive Committee Meeting (5 min)

M. Attridge, seconded by K. Weaver, moved that:

H. Sonne de Torrens chair the next meeting of the Executive.

Carried.

5. Order of the Day: 2:30 p.m. – Emma Phillips, Goldblatt Partners (20 min)

Bill 132 and the Sexual Violence policy

C. Messenger introduced E. Phillips, partner at Goldblatt Partners.

E. Phillips outlined what Bill 132 is about and what it means to UTFA and its members.

The official name of the act is “The *Sexual Violence and Harassment Action Plan Act* (Supporting Survivors and Challenging Sexual Violence and Harassment), 2015 (the “Act”) and is part of the Ontario government’s action plan to stop sexual violence and harassment.

http://www.ontla.on.ca/web/bills/bills_detail.do?locale=en&BillID=3535

The Act will amend the *Occupational Health and Safety Act* (“OHSA”) and other statutes. The OHSA amendments place further obligations on employers to address workplace harassment and expand workplace harassment to include workplace sexual harassment.

Colleges and universities will have new obligations placed upon them as of January 1, 2017. Employers will be subject to the new obligations as of September 8, 2016.

E. Phillips outlined what other universities are doing to develop their own policies. She said that UTFA needs to think about its own role in relation to this policy and decide how involved it wants to be in developing it. She summarized obligations of colleges and universities, and of employers. She said that she has worked with OCUFA and CAUT on a submission to the Government on this policy.

<http://ocufa.on.ca/assets/OCUFA-and-CAUT-Bill-132-Submission-January-22-2016-FINAL-.pdf>

The members discussed several possible scenarios and how this new policy would affect UTFA’s members. T. Zoric said that C. Messenger, R. Gillis and she are in talks with the Administration. She anticipates that they will have to come back to Executive for advice when negotiating this policy.

C. Messenger thanked E. Phillips for her presentation and said that she would be inviting her to give a presentation to Council.

C. Messenger said that there will be a further discussion of this issue at the retreat. Council approval will be needed if we are going to renegotiate the Sexual Harassment Policy, which would take place first. UofT is seeking input right now and we will know better by September of what they want to do.

6. Order of the Day: 3:00 p.m. Update on Pension Issue * (P. Downes) (15 min)

P. Downes was welcomed to the meeting.

P. Downes said that in last round of bargaining UTFA fought off having pension contributions increased. The Administration said that the Ministry wants 50/50 cost sharing, which would require increased member contributions. He said that any changes have been put off until July 1, 2017—when we will be paying more for less. We managed to obtain this by agreeing to a working group to look at alternate pension plans like the JSPP, where UTFA, as well as other groups that participate in the UofT pension plan, would share in plan governance as well as the risks associated with any deficits.

P. Downes said that he has met with this joint group for over a year. The focus has changed because the government may be changing how pension plans may be evaluated, and that would change the progress of the committee. A UofT stand-alone JSPP might become a more viable option.

The UTFA JSPP committee, which includes J. Jenkins, M.A. Guttman, and P. Downes, will continue to meet. The terms of reference for this group are to continue to meet to June 30, 2017.

The members discussed how changing the pension plan would affect our members and if negotiating indexation would still be possible.

Noted in discussion: This is not just about cost sharing but is also about risk sharing, i.e. sharing of an accrued deficit; any changes would have to be ratified by our members.

P. Downes said that UTFA should aim to educate the membership about the JSPP, starting in the fall.

C. Messenger said that there will be focus groups, a town hall meeting, and workshops, as well as website updates and surveys.

C. Messenger thanked P. Downes for his presentation.

7. Report of the President (60 min) Note: most of these items will be discussed more fully at the retreat.

- a. Faculty association "train the trainer session" to meet obligations under the Accessibility for Ontarians with Disabilities Act (AODA)

C. Messenger noted that UTFA needs to meet obligations under AODA. She has asked M. Horban to work with OCUFA and other bodies to make sure she understands what we need to do. Staff and Executive will be asked to take some or all of the training and Executive will be updated in the fall with more details. We must comply with this legislation.

- b. Executive Retreat

C. Messenger asked members for possible dates for a retreat.

The members discussed whether a facilitator is needed.

H. Sonne de Torrens, seconded by J. Jenkins, moved that:

UTFA hire a facilitator for the Executive retreat.

Carried.

- c. President's Release Funds *

C. Messenger said that she invited J. Nogami to join this part of the meeting as he was Chair of the Constitutional Review Committee that changed the bylaw about release funds.

J. Nogami joined the meeting through Skype.

J. Nogami said that release time for the President, which was then 100% FTE, was one of the two major issues needing to be looked at when changes to the Constitution and Bylaws were being reviewed. It was strongly felt that it was not appropriate for the President to have no duties at the University, in either teaching or research. From this it was decided to limit release time for an UTFA President to 80%.

C. Messenger said that when S. Prudham became President he chose to take only 60% release time. She said that as Vice-President, Grievances she took 50% release time.

The members discussed in detail C. Messenger's request for her release time to go to 80% from 60%.

C. Messenger thanked J. Nogami for participating in the discussion.

H. Sonne de Torrens, seconded by K. Banning, moved that:

the Executive Committee recommend to Council that the President's release time be changed to 0.8 FTE.

Carried.

d. Pay Equity for Women in all three streams

C. Messenger said that she hoped that a number of members will work on this issue. K. MacDonald is interested, and it could end up as part of the bargaining process, or a grievance.

The members discussed how to proceed. K. MacDonald said that he would work with D. Campanella.

e. SJAC – Promotion to Full Professor, Teaching Stream

K. Banning, seconded by J. Jenkins, moved that:

the meeting be extended to 4:20 p.m.

Carried.

C. Messenger said that the SJAC – Promotion to Full Professor, Teaching Stream talks are continuing.

f. Hiring an Executive Director

C. Messenger said that this will be discussed at the retreat.

g. Scheduling a General Meeting (fall 2016)

C. Messenger said that this will be discussed at the retreat.

h. Scheduling AGM (April 2017)

C. Penn said that she has April 12 and 19 on hold at the Faculty Club for the reception after the AGM.

i. Update on sexual violence issue *

C. Messenger noted that this issue was discussed under item #5 above.

j. Funding for Senior College administrator *

C. Messenger noted that this issue is time sensitive. UTFA is under no obligation to continue to fund the Senior College administrator, but she believes that UTFA should do so for one more year only.

C. Messenger, seconded by L. Kohn, moved that:

UTFA fund one administrative position at the Senior College for one year only at the 2015–2016 amount to a maximum of \$30,770.56.

Carried.

C. Messenger said that she would contact P. Russell.

k. Tri-campus issues (possible policy change?)

C. Messenger reported that UTM and UTSC are having serious issues. UTFA may need to ask to renegotiate the Tri-Campus Agreement.

l. Part-time Appointments Policy and precarious employment (T. Zoric)

T. Zoric reported that she is working with M. Attridge on this issue, focusing on the Part-time Appointments Policy, and on representing the diversity of part-time people. Focus groups may be held..

m. Librarians' policies: a way forward (H. Sonne de Torrens)

H. Sonne de Torrens said that she and her committee are drafting the Policy for Librarians with Jeff McKeil from CAUT. ACALP will continue to meet in July and is on target with its agenda. She anticipates that the policy will be in place by September. This will need to be discussed at Executive.

n. Report from UTFA researcher (Dave Campanella)

D. Campanella said that he was hired to the new researcher position in March. He was told that the position was needed because: (1) UofT engages in messaging about not having enough money and being

unable to increase faculty compensation, somebody was needed to find information to counter this messaging; (2) In the last round of bargaining more research could have been done if we had had better resources; and (3) Executive members want information on a number of projects and issues. He is now analyzing past university budgets and has compiled a database to track this information.

D. Campanella said that he has been tasked with finding information on the issues of gender pay equity, the sexual assault policy, and privacy.

o. Report from UTFA Communications Officer (Aylwin Lo)

(i) Brief discussion of UTFA website

C. Messenger has been working with A. Lo to develop a signature block for email.

The Executive Committee membership was updated on the website as of July 1.

A. Lo is working with M. Horban to redesign the expense and travel claim forms, which people will be able to fill out online.

C. Messenger asked the members to contact C. Penn if they want an UTFA email address. UTFA email can be checked through webmail.

C. Messenger said that UTFA needs to let members know who the Executive members are. She intends to send this information out.

A. Lo said that he is working on a search engine for the UTFA website.

p. Vacant Council seats *

C. Messenger noted that there are still several vacant seats on Council and asked members to let her know if they knew of any members who would be willing to fill those seats.

q. CAUT Librarians' & Archivists' Conference *

H. Sonne de Torrens, seconded by L. Kohn, moved that:

Executive approve up to five people to attend the CAUT Librarians' & Archivists' Conference.

Carried.

r. Task force on financial investments

C. Messenger said that there was interest at the last Council meeting in this task force and that it needed to be followed up on.

s. Other matters

i. Helen Nowak's contract

C. Messenger noted that H. Nowak is at the end of her probation and, as an Office Staff Relations Committee has not been formed yet, she is asking Executive to confirm her contract.

C. Messenger, seconded by, H. Sonne de Torrens, moved that:

H. Nowak's contract be confirmed.

Carried.

ii. New Faculty Orientation: Teaching & Learning Information Fair – August 29,
11:15 – 12:00 noon – Faculty Club

C. Messenger said C. Penn would send out an email asking for volunteers to attend the information fair.

8. Other Business

M. Attridge asked that the incorporation of UTFA be put back on the agenda.

C. Messenger said that incorporation is a long process involving rewriting the Constitution and Bylaws and mounting a campaign with focus groups, etc. She said that at this time she, as President, was not willing to take this on. Executive is indemnified; she asked E. Damiano to report at a future meeting on the Directors and Officers Liability Insurance policy.

R. Gillis noted that UofT is sending out the Employment Equity survey and it is full of discrepancies. The members agreed to review the survey at the retreat.

a. Next scheduled Executive Committee meeting

To be determined.

b. Next scheduled Council Meeting

To be determined.

c. Council Planning Meeting

To be determined.

9. Adjournment

It was duly moved and seconded that:

the meeting be adjourned.

Carried.

The meeting adjourned at 4:40 p.m.

Chris Penn

Administrative Assistant

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: ~~Salary and Benefits~~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 31st day of ~~December, 2006~~ July, 2016 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' ~~of Toronto~~).

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, ~~and~~ 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 ~~University agrees~~ parties agree that, during the term of this Agreement, ~~it will not change~~ 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~~ 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 on sick leaves affecting faculty members~~ Policy and librarians;
- ~~(g) the practices affecting faculty members~~ Procedure for Faculty and librarians relating to leaves of absence, short

- ~~tenn compassionate and emergency leaves:~~ Librarians on Academic Restructuring:
- (h) the Policy and Procedures on Promotions;
 - ~~(b) the policy on maternity leave;~~
 - ~~(e) the policies on family care leave and parental leave.~~

Article 3: Librarians

The ~~Working Group on Librarians met during 1977-78 and existing~~ Policies for Librarians ~~were subsequently approved by the Governing Council in June, 1978. If and when these Policies are approved by the Association, they will become subject to this Agreement and will thereafter~~ not be changed ~~by the University~~ 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

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 ~~two~~ seven and one-half (~~82~~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 1, 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 ~~82~~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.

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: Salary and Benefits Negotiations

General ~~NOTE: The dates stated in the following are not meant to be final but to reflect the objective of having a procedure that ends by approximately April 15 of each year.~~

1. Negotiation of Salary salary and benefits ~~for (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 be negotiated take place annually in accordance with the following procedures.
2. ~~The Association or the University~~ Either party shall, prior to the month of December in the academic year in which the current agreement on salaries ~~and~~ benefits and workload expires, give written notice to the other party expressing its desire to negotiate ~~in respect of salaries or benefits, or both. The notice shall specify matters sought to be amended, added or modified.~~
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 maybe reasonably requested to enable full and rational discussion of ~~salary and benefit~~ the matters in dispute.
(b) For greater clarity "days" as used herein refer to 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 ~~by January 15 following~~ any time after three months of the giving of notice, a Mediator/Fact Finder shall be appointed by mutual agreement. ~~If concerning unresolved salary, benefit or workload issues. If~~ the parties are unable to agree upon a Mediator/Fact Finder ~~by January 20~~, 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 ~~and/or~~ 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 ~~Association and the University~~ parties shall jointly publish the report of the Mediator/Fact Finder in ~~the University of Toronto Bulletin~~ 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 ~~and/or~~, 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 ~~following individuals shall be requested to serve, in the alphabetical order shown below, as Chairman of the Dispute Resolution Panel and shall serve thereafter where agreed to by the parties:~~
~~Mr. Justice Charles Dubin~~
~~Mr. Justice Alan Gold~~
~~Mr. Don Munroe~~
~~Mr. Justice Sidney Robins~~
~~In the event that none of the persons listed above is willing and able to act, then;~~
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 ~~and~~, 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 ~~the University of Toronto Bulletin~~ 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 ~~the~~any settlement ~~for any academic year~~ 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 ~~academic~~ 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.

~~(29) For greater clarity “days” as used herein means calendar days.~~

~~(30) 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.~~

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 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 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 Grievance Review Panel, the 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 the Grievance Review Panel 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 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 will resolve any difference over whether the change or new policy was required by law.

Article 7: Grievance 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 procedure, if he or she 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 respond within the time limits specified under any step in the procedures below, the grievor 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 Grievance Review Panel which may decide to entertain a grievance where the time limits specified below have not been complied with, if the Grievance Review Panel is satisfied that neither the grievor's nor the ~~University's~~ University of Toronto's position has been substantially prejudiced by the delay.

Wherever an official is specified in this procedure, a designate may be appointed to act.

Step No. 1

If a faculty member or librarian has a grievance he or she 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 divisions. Such grievances must be presented within 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 or equivalent shall notify the grievor of the decision within ten (10) working days.

Step No. 2

If the grievance is not resolved under Step No. 1, then, within ten (10) working days, the faculty member or librarian may present a written grievance to the Dean, Principal, Chief Librarian or equivalent in 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. The Dean, Principal, Chief Librarian or equivalent shall notify the grievor in writing of the decision within fifteen (15) working days.

Step No. 3

If the grievance is not resolved under Step No. 2, the grievor, within fourteen (14) working days after the written decision has been given under Step No. 2, may present the grievance to the Vice-President and Provost. The Vice-President and Provost shall notify the grievor in writing of the decision within twenty-one (21) working days.

Step No. 4

Failing a satisfactory resolution of the grievance under Step No. 3, the grievor may refer to the Grievance Review Panel, with notice to the President of the University of Toronto within a period of fifteen (15) working days after the written decision has been given under Step No. 3. 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 ~~with the Association. The~~

~~Grievance Review Panel may establish its rules of procedure including, but not limited to, the assignment of a Chair and two other members of the Panel to constitute a Grievance Review Committee to consider a particular grievance. Where the Grievance Review Panel concludes that it is in the best interests of the grievor and the University to do so, the Panel may appoint an individual from outside the University to serve as Chair of a (Grievance Review Committee to consider a particular grievance, provided that the grievor consents to the Grievance Review Panel appointing the Chair in this way 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 decision of the Grievance Review Committee shall be final and binding on the grievor and the University of Toronto. At no stage of these procedures, however, 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 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 thirty (30) working days after the grounds for the complaint should reasonably 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 thirty (30) working days after the grounds for the complaint should reasonably 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 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 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 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 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~~ 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 8: Workloads and Working Conditions

The ~~Governing Council agrees~~ 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 ~~in Woodsworth, Erindale and Scarborough Colleges~~ 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 ~~Governing Council~~ 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 ~~(except for retirement as provided for in this Agreement)~~, race, creed, colour, disability, national origin, citizenship, religious or political affiliation or belief, sex, sexual orientation, gender identity, gender expression, marital status ~~and/or~~ family relationship ~~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 ~~salaries and benefits~~ 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 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 ~~administration~~ 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 and the Chief Librarian of the University of Toronto Library will not be eligible for membership in the Association nor will any Association dues be deducted from their salaries while they hold these appointments.

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 and 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 a registered charity selected from a list of charities agreed upon by the University and of Toronto's President's Scholarship Fund available for first year undergraduate students or the Association 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 ~~one the~~ University of the designated charities 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's~~ 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 ~~President~~ University of Toronto ~~agrees to provide to~~ the Association ~~shall be entitled to a fifty (50) percent reduction in teaching load, or the equivalent. The Vice President, Grievances, names of faculty and librarians who have given notice of intent to retire in the Vice President, Salaries, Benefits and Pensions shall each be entitled to a twenty-five (25) percent reduction in teaching load or future unless the equivalent 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 anytime 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 Chairman 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 Chairman 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 ~~Chairman~~Chair and its President, and the Association has authorized its President and its Vice-President, Grievances to subscribe hereto.

	A	B	C	D
1	Committee Name	Chair	Member	Department
2	Appointments Committee	Michael Attridge	AbouHaidar, Mounir	Cell and Systems Biology
3		michael.attridge@utoronto.ca	Kluger, Ronald	Dept. of Chemistry
4			Kohn, Linda	UTM - Biology
5			MacDonald, Ken	UTSC - Human Geography
6			McDonagh, Brian	Music
7				
8	Equity Committee	Roy Gillis	Guttman, Mary Alice	Retired Member
9		roy.gillis@utoronto.ca	Kohn, Linda	UTM - Biology
10			Peski, Marcin	Economics
11			Scheaffer, Kathleen	Faculty of Information Studies Library
12			Shade, Leslie	Faculty of Information Studies
13			Stewart Rose, Leslie	OISE/UT
14			Zoric, Terezia	OISE/UT
15				
16	Financial Advisory Committee	Ettore Damiano (Treasurer)	Florence, Louis	UTM - Management
17		ettore.damiano@utoronto.ca	Huggins, William	Management
18			Stewart Rose, Leslie	OISE/UT
19			White, Alan	Rotman School of Management
20				
21	Grievance Committee	Terezia Zoric	AbouHaidar, Mounir	Cell and Systems Biology
22		t.zoric@utoronto.ca	Bickmore, Kathy	OISE/UT
23			Kohn, Linda	UTM - Biology
24			MacDonald, Brock	Writing - Woodsworth College
25			Macdonald, Jody	Faculty of Nursing
26			MacDonald, Ken	UTSC - Human Geography
27			Morgenstern, Naomi	Dept. of English
28			Vong, Silvia	St. Michael's College
29				
30				
31	Librarians Committee	Kathleen Scheaffer	Attridge, Michael	St. Michael's College
32		kathleen.scheaffer@utoronto.ca	David, Ravit	Robarts Library
33			Deinhardt, Colin	Victoria University
34			Kemble, Whitney	UTSC - V.W. Baden Library
35			MacDonald, Brock	Writing - Woodsworth College
36			McFerran, Noel	St. Michael's College
37			Meyers Sawa, Suzanne	Faculty of Music
38			Rocha, Fabiano	Robarts Library
39			Skelton, Vicki	Ctr for Industrial Relations
40			Slaght, Graeme	Office of Chief Librarian
41			Sonne de Torrens, Harriet	UTM - Library
42			Spence, Michelle	Engineering Library
43			Tooulas-Santolin, Christina	Robarts Library
44			Vong, Silvia	St. Michael's College
45				
46				
47				
48				
49				
50				
51				
52				

	A	B	C	D
53	Membership Committee	Jennifer Jenkins	Evans, Claude	UTM, Language Studies
54		jl.jenkins@utoronto.ca	Gillis, Roy	OISE/UT
55			Helms-Park, Rena	UTSC - French & Linguistics
56			Hojatollah Taleghani, Azita	UTM Near & Middle Eastern Civilizations
57			Kohn, Linda	UTM - Biology
58			MacDonald, Ken	UTSC - Human Geography
59			McDonagh, Brian	Music
60			Motsch, Andreas	Dept. of French
61			Weaver, Kent	Retired Member
62			Williams, Andrea	Faculty of Arts and Science
63				
64	Retired Members Committee	Kent Weaver	Barbeau, Ed	Retired Member
65		kent.weaver@utoronto.ca	Fillion, Elinor	Retired Member
66			Grad, Helen	Retired Member
67			Grima, Lino	Retired Member
68			Guttman, Mary Alice	Retired Member
69			Pilliar, Bob	Retired Member
70			Rosenthal, Helen	Retired Member
71				
72	Salary, Benefits Pensions and Workload Committee	Ken MacDonald	AbouHaidar, Mounir	Cell & Systems Biology
73		ken.macdonald@utoronto.ca	Gillis, Roy	OISE/UT
74			Guttman, Mary Alice	Retired Member
75			Kohn, Linda	UTM- Biology
76			Macdonald, Jody	Faculty of Nursing
77			Milbrandt, George	Retired Member
78			Motsch, Andreas	Dept. of French
79			Sonne de Torrens, Harriet	UTM - Library
80			Vaage, Leif	Victoria University
81			Weaver, Kent	Retired Member
82			Zoric, Terezia	OISE/UT
83				
84	Teaching Stream Committee	Kass Banning	Attridge, Michael	St. Michael's College
85		k.banning@utoronto.ca	Cooper, David	Kinesiology & Physical Education
86			MacDonald, Brock	Writing - Woodsworth College
87			Macdonald, Jody	Faculty of Nursing
88			McDonagh, Brian	Music
89			Poe, Judith	UTM - Chemical and Physical Sciences
90			Stewart-Rose, Leslie	OISE/UT
91			Zoric, Terezia	OISE/UT
92				
93	University and External Affairs	Linda Kohn	Attridge, Michael	St. Michael's College
94		linda.kohn@utoronto.ca	Gillis, Roy	OISE/UT

Press Release - 30 August 2016

PROFESSOR HOMA HOODFAR HOSPITALISED AFTER IRANIAN JUDICIAL AUTHORITIES VIOLATE DOMESTIC LAWS, TRY TO DISMISS LAWYER, REFUSE BAIL, AND KEEP HER IN SOLITARY CONFINEMENT

Montreal / London (30 August 2016) – It has been three months since Professor Homa Hoodfar was arbitrarily arrested and imprisoned in Iran. Since 6 June 2016, she has been held in solitary confinement in Evin prison on trumped up charges of collaborating with a hostile government against national security and of propaganda against the state, each of which carries a maximum sentence of 10 years. She had one brief visit with her lawyer in July but he was not allowed to discuss her legal case and has been denied all access to her case file. Disturbing details have since emerged about Professor Hoodfar's deteriorating health, compounded by the psychological pressure and isolated detention she is enduring.

The family have been informed that Professor Hoodfar was hospitalised due to her rapidly declining health. She was very disoriented, severely weakened, and could hardly walk or talk. Professor Hoodfar is 65 years old. Her health is poor and she suffers from a serious neurological condition. Requests for a check-up by an independent specialist doctor have been ignored and it is unclear whether she is receiving her medication regularly. She also suffers from chronic tension headaches that require constant hydration and rest. The continued solitary incarceration and its effect on Professor Hoodfar's health are of great concern to her family, friends, and the thousands of colleagues and activists worldwide who have signed petitions and letters of protests against the outrageous treatment of this renowned scholar.

In a brazen violation of Iran's own laws and legal procedures, the court authorities (Branch 15 of the Revolutionary Court) have tried to dismiss the lawyer chosen by Professor Hoodfar. This violates the rights of the accused under Iranian law. It also seems to demonstrate an intention to completely isolate Professor Hoodfar and bring her to a point to make a false confession. Indeed, throughout this process the Iranian judicial authorities have repeatedly ignored and violated Iranian laws. First, on 24 June 2016, the Prosecutor announced Professor Hoodfar's indictment to the mass media without having informed her or her lawyer, and without having allowed her attorney to review the case file and to be present during the interrogations. In a now notorious statement, the prosecutor accused Professor Hoodfar of "dabbling in feminism"! Second, her lawyer's numerous requests to post bail, as initially set by the court, have been ignored, and so have formal requests for independent medical specialists to examine her health. Third, she continues to be kept in solitary confinement despite Iranian laws dictating the immediate transfer of an accused to the general prison ward after the announcement of an indictment. Fourth, she has been denied regular visits by her family and consultation with her lawyer. Fifth, the court officials have no authority to dismiss a lawyer chosen by the accused. The false accusations against Professor Hoodfar and her subsequent treatment are not only a travesty of justice, but also fearfully call to mind the tragic death by beating of Zahra Kazemi, another Canadian who was imprisoned by the Revolutionary Guards in 2003.

"We were asked by the Iranian judicial authorities to tone down the media on Homa's case in order to allow the legal process to take its course. The family respected this request in good faith in the hopes that judicial authorities would, at the very least, follow their own laws and procedures and grant Homa's lawyer access to her and her case file," said Amanda Ghahremani, Professor Hoodfar's niece and legal representative in Canada. "Instead, the court has blatantly and repeatedly violated Iran's own laws, and the judicial authorities seem unwilling or unable to do anything about this. The court authorities are trying to dismiss Homa's own lawyer. Formal requests for her release on bail have been ignored, even though a bail had been set. She continues to be kept in isolation. Given the alarming news of Homa's hospitalisation and declining health, we are left with no choice but to publicise these travesties of justice widely, as it has become clear that the authorities are not prioritising her health and do not intend to respect Homa's due process rights under Iranian law."

Professor Hoodfar's family, colleagues, and thousands of academics and feminist activists worldwide who have been following this case closely are distraught by these disturbing developments, and they demand the Iranian authorities to immediately and unconditionally release her. They also urge the Canadian and Irish authorities to do everything within their diplomatic ambit to secure her release.

Media Contacts

Montreal: Amanda Ghahremani | amanda.ghahremani@gmail.com | +1 514 915 0920

UTFA Council Meeting, September 15, 2016
VP University and External Affairs, Linda Kohn

1. The 2017 C.B. McPherson Lecture is in the early planning stages. **We seek names of potential speakers who can address topics of broad interest to UTFA members and the University community at large. Please submit your suggestions for suitable candidates to either Linda Kohn (linda.kohn@utoronto.ca) OR to UTFA directly at penn@utfa.org.** Speakers in the recent past have included esteemed public intellectuals and eminent public policy leaders, such as Professor Martha C. Nussbaum ("Anger and Revolutionary Justice" in 2016) and Stephen Lewis ("Where in the World is the World Headed?" in 2013).

2. **OCUFA update on Changing Workplaces Review** (OCUFA made a submission plus 13 faculty association representatives including UTFA.

Interim Report came out on July 27 - **Deadline for Comment is October 14**

Goals: Starting point for a bold plan to address precarious work and promote good jobs at Ontario's universities and throughout the broader economy.

https://www.labour.gov.on.ca/english/about/cwr_interim/index.php?mc_cid=719097a742&mc_eid=07760e6b49

OCUFA reports "We were heard":

"University faculty associations have raised the issue of providing the same wages and benefits to part-time, contract faculty as full-time faculty in order to address growing concerns regarding precarious work in the sector" (p. 227).

- **Equal pay for work of equal value and equal benefits for all workers** (part time, contract, full time workers.

- **More secure and stable work:** sunset clause on discontinuous contracts.

- **Predictability on work** - at least two-weeks notice in setting and changing schedules.

- **Bargaining structure - The Ontario Labour Relations Board (OLRB)** must be empowered to redefine the scope of an existing unit, merge bargaining units, or combine newly certified workers into an existing unit, if requested by the union.

- **The right to union representation.** An option would reintroduce the consolidation provision that was in the Labour Relations Act from 1993-95 that allowed the OLRB, upon application from the union or employer, to consolidate bargaining units where the employer is the same and only one union is involved (Option 2, Section 4.3.4, p. 86 and 88).

- An option is included to reinstate card-based certification (Option 2, Section 4.3.1.1, p. 73), to protect against unjust dismissal before a first contract is reached (Option 2, Section 4.5.2, p. 106), and to make first contract arbitration more accessible (Section 4.3.2, p. 82)"

5. On August 25 Queen's Park released the Ontario Gender Wage Gap Steering Committee Report:

https://www.ontario.ca/page/final-report-and-recommendations-gender-wage-gap-strategy-steering-committee?_ga=1.77355740.897580276.1469821091&mc_cid=719097a742&mc_eid=07760e6b49

Recommendations target three root causes of the gender wage gap:

- Women's disproportionate responsibility for caregiving work and the absence of adequate public supports,
- Systematic undervaluing of and lower rates of pay in sectors and jobs that are dominated by women,
- Gender bias and discrimination in business practices that disadvantage women.

Watch for more data that we can use to become available!

Pertinent to both items 4 and 5: SEE the new report by the [Centre for Study of Canadian and International Higher Education](#) (CIHE) at the Ontario Institute for Studies in Education (OISE) has revealed important new information on contract faculty in Ontario by Glen Jones and Cynthia Field, [A survey of sessional faculty in Ontario publicly funded universities](#) makes an important contribution to understanding who contract faculty are and, more importantly, what they want.

6. Academics in Peril.

- There will be a report to Council (on behalf of President Cynthia Messenger who is taking the lead on this issue) on the plight of Professor Homa Hoodfar, held without charges in Evin Prison in Iran since June.
- In Turkey, since the attempted military coup in July, the government has purged people in various professions (approaching 100,000 according to [Turkey's Intelligensia Kneels](#) in the NYTimes, 09/14/16). This includes 2,346 university staff and 1500 Deans, as part of a purge of 40,000 civil servants. According to the respected journal, Nature, "those fired are unable to appeal, cannot hold any government positions in the future, and will have their passports revoked."

<http://www.nature.com/news/turkey-sacks-thousands-of-university-staff-1.20550>

What can we do? Seven options offered here:

<http://factsonturkey.org/26063/seven-ways-you-can-support-academics-in-turkey/>

1. Investigate whether the Univ. of Toronto can temporarily host or hire an academic currently at risk. UTFA has contacted a key organization, Scholars at Risk.
2. Review any academic or financial relations between our institution and academic institutions in Turkey. These might include joint research projects, grants, or faculty and student exchanges. Such relations can be

used as leverage to pressure institutions in Turkey to respect academic freedom.

3. Use the resources of our institution and the public platforms available to you to disseminate knowledge about the plight of academics in Turkey. This could involve, for example, organizing talks, exhibitions, and press conferences, or producing films and publications.
4. Organize and participate in political actions and lobbying campaigns directed at Turkish officials and/or officials in your own government. This might be a protest at the Turkish Embassy, making phone calls, or something more creative. Academics for Peace, for example, has [a campaign](#) to send letters to university rectors in Turkey, asking them to reinstate academics fired for political reasons. It is particularly important to lobby officials in the United States and European Union member states, given their deep ties to the Turkish government.
5. Connect with others (both individuals and organizations) who care about this issue, so you can stay informed and motivated. Scholars at Risk, Amnesty International, and the Middle East Studies Association, to name just a few, have email alerts. Like Facebook pages that disseminate news about academics in Turkey and information about actions to support them, such as those of [Research Institute on Turkey](#) (RIT) and [International Solidarity with Academics in Turkey](#) (ISAT), recently created by Chad Kautzer at Lehigh University. ISAT also has an email list you can subscribe to by emailing academicsus@gmail.com
6. Ask your college, university, professional organization, or union to publish a statement supporting academics in Turkey and send it to officials in Turkey and in your own government. Here is a [letter from the Middle East Studies Association](#) that was endorsed by over 40 professional organizations. You can also create petitions and open letters for others to sign, as with this [open letter to U.S. officials](#) and this [international petition](#) addressed to Turkish officials.
7. Sign the petitions and open letters. Although this is the easiest action to take, it is still important. These petitions and letters can: (a) communicate the depth and breadth of support to media outlets and government officials, (b) encourage academics in Turkey, and (c) serve as organizing tools to build political networks that facilitate future actions. For example:
<http://concernedscientists.org/2016/05/a-petition-in-support-of-turkish-academics-facing-job-loss-and-arrest/>