

UNIVERSITY WITHOUT PREJUDICE PROPOSAL

January 14, 2025 – UNIVERSITY PROPOSAL

LETTER OF AGREEMENT

BETWEEN:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

(“the University Administration”)

- and -

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

(“the Association” or “UTFA”)

(Collectively, the “Parties”)

WHEREAS the parties have previously, and by mutual agreement, agreed that complaints of sexual harassment should be addressed through separate and distinct procedures established pursuant to the 1993 *Policy and Procedures: Sexual Harassment*;

AND WHEREAS there have been significant changes to provincial law since the 1993 *Policy and Procedures: Sexual Harassment* was brought into force, including substantial amendments to the Ontario *Occupational Health and Safety Act* in 2009, the introduction of the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)* in 2016 (“Bill 132”), and the introduction of the *Strengthening Post-Secondary Institutions and Students Act* (“Bill 26”) on July 1, 2023;

AND WHEREAS UTFA has expressed its objection to the constitutionality of Bill 26 to the University Administration;

AND WHEREAS University governance approved and implemented the *University Policy on Sexual Violence and Sexual Harassment* (the “Policy”) effective January 1, 2017, which was subsequently revised in 2020, 2022 and 2023;

AND WHEREAS, in 2017 UTFA initiated the facilitation process under Article 6 of the MOA regarding issues UTFA raised with respect to the Policy as it related to faculty members and librarians and the parties engaged in mutually agreed confidential and without prejudice facilitation with a facilitator to endeavour to negotiate a mutually agreeable “Sexual Violence Policy Letter of Understanding”;

Now therefore the parties agree as follows:

1. The existing final paragraph of Article 7 of the MOA that currently refers to the outdated 1993 *Policy and Procedures: Sexual Harassment* will be struck in accordance with the University's proposed revisions to Article 7 of the MOA as follows:

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 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.~~

Notwithstanding that this provision has been struck from Article 7, the Parties agree that until the conclusion of the facilitation and fact-finding process set out in Paragraph 2 below, a complaint by a faculty member or librarian that the faculty member or librarian has been subject to Sexual Violence shall not constitute a grievance under Article 7 of the MOA but shall be addressed under the appropriate university policy and procedures. For clarity, nothing shall preclude UTFA or the member from grieving any violation of established or recognized policy, practice, or procedure, including on the basis of procedural fairness.

2. Without prejudice to their position regarding the confidentiality requirements of the Facilitation and Fact-finding processes, the parties, for the purposes of this Letter of Agreement mutually agree to a confidential and without prejudice facilitation process regarding a potential Sexual Violence Policy Letter of Understanding with Eli Gedalof as facilitator and, if needed, as fact-finder. UTFA shall provide its response to the University Administration's most recent proposal regarding a Sexual Violence Policy Letter of Understanding. The parties acknowledge UTFA may make revisions to its prior response to include matters arising out of Bill 26 and procedural fairness in workplace investigations arising out of complaints of harassment, incivility and discrimination. The parties' agreement that UTFA may make revisions to its prior response to include matters arising out of Bill 26 and procedural fairness in workplace investigations arising out of complaints of harassment, incivility, and discrimination is without prejudice or precedent to either party's position on whether or not these matters are "other significant terms and conditions of employment for faculty members/librarians contained in existing

or proposed University wide policies” for the purposes of paragraph 29 of the Facilitation/Fact-Finding provisions of Article 6 of the Memorandum of Agreement between the University and UTFA. It is nevertheless agreed and understood that if the parties are unable to reach agreement through Facilitation either party may proceed to the Fact-Finding process as contemplated under Article 6 paragraphs 31-39 of the MoA. It is understood that neither party will present a jurisdictional objection to any of the matters referred to in this Agreement proceeding to fact-finding. If the parties do not reach agreement through facilitation and the matters are referred to fact-finding, the parties’ respective exit positions on the matters at issue will not be confidential. For greater clarity, each party shall have the opportunity to define its exit position in any way it sees fit, provided it is a position that was presented during Facilitation. The parties shall communicate their respective exit positions to each other no later than August 15, 2025, after which they will not be confidential.

3 With respect to paragraph 2 above the parties agree to schedule facilitation meetings with Eli Gedalof on June 12, 2025 and August 8, 2025, and on one subsequent mutually agreeable date. The parties may choose to schedule additional facilitation meetings by mutual agreement. The parties agree to schedule fact-finding meetings with Eli Gedalof on mutually agreeable weekend dates in October and/or November, 2025, if necessary. UTFA will provide its response to the University Administration’s most recent proposal regarding a Sexual Violence Policy Letter of Understanding to the University Administration and Eli Gedalof at least six weeks before the first June 12, 2025 facilitation date. Eli Gedalof will meet with the University Administration to present and discuss UTFA’s proposal at least four weeks before the first facilitation date with the University Administration being in a position respond to UTFA’s proposal at least one week in advance of the first facilitation date.

4. By the signature of authorized representatives hereunder the University Administration and UTFA confirm their agreement to the terms and conditions of this Letter of Agreement.

5. This Letter of Agreement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.

FOR THE UNIVERSITY

Heather Boon Kelly Hannah-Moffat
Heather Boon (Jan 15, 2025 14:02 EST) Kelly Hannah-Moffat (Jan 15, 2025 15:49 EST)

Per:

15/01/2025

15/01/2025

Date

FOR UTFA

Tanya J. Fic Devin Helling

Per:

15/01/2025

15/01/2025

Date











UofT and UTFA re Article 7 and SVP LOA January 14 2025 Clean


Final Audit Report


2025-01-15


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