

**Award**

The attached Letter of Understanding will be attached to the collective agreement. At the request of the parties, I remain seized to deal with any implementation and/or interpretation issues that may arise.

DATED at Toronto this 23<sup>rd</sup> day of June 2010.

*"William Kaplan"*

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William Kaplan

**Letter of Understanding  
Re Article 30:06**

1. Article 30.06(b) will only be relied on by the University in exceptional circumstances where timely action is essential in order to attract or retain a qualified candidate from a designated group as defined by Article 1.
2. When the University determines that it wishes to rely upon Article 30.06(b), it shall notify the Faculty Association in writing within seven days of the exceptional circumstances becoming known. The University shall provide the Faculty Association with information about the basis upon which it is relying on the provision. This notification shall take place before any action is taken to offer the position and review the eligibility of any candidate and before any other steps have been taken to indicate directly or indirectly that the candidate would or might obtain the position.
3. Upon notification to the Faculty Association as described above, the parties agree to meet forthwith for the purposes of discussing the circumstances and the potential waiver of the normal requirement of advertising a position.
4. The University agrees that there is presently no spousal hiring policy in effect at the University.
5. Upon acceptance of these terms by the University, the Faculty Association shall withdraw this grievance.
6. The parties reserve all of their rights.

This Letter of Understanding shall automatically renew upon ratification of all future Collective Agreements, subject to the parties' rights to negotiate alternative language during the collective bargaining process.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010

For the University:

For the Association:

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