

IN THE MATTER OF ARTICLE 6: NEGOTIATIONS
OF THE MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY AND UTFA
(THE "MOA") REGARDING SALARY, BENEFITS AND WORKLOAD,
FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023

MEMORANDUM OF SETTLEMENT

B E T W E E N :

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(the "University")

- and -

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION
(the "Association" or "UTFA")

WHEREAS the parties entered into a Memorandum of settlement regarding salary, benefits and workload for the period July 1, 2020 to June 30, 2023, dated January 25, 2022, a copy of which is attached hereto as Appendix "A";

AND WHEREAS the negotiating committees of the University and the Association engaged in mediation with Eli Gedalof and reached a tentative agreement on certain benefits issues for the period July 1, 2022 to June 30, 2023 as set out herein, subject to ratification by UTFA Council;

AND WHEREAS the members of the Association negotiating committee agree to unanimously recommend to UTFA Council ratification of the terms and conditions of this Memorandum of Settlement (MOS);

NOW THEREFORE the parties agree as follows:

1. Effective the 2022-2023 academic year, the value of the Dependent Scholarship Program has been increased from 50% to 65% of the amount of the academic fees for five full courses in a general Arts & Sciences program at the University of Toronto for a first undergraduate degree for University of Toronto enrolments and for enrolments at eligible institutions other than the University of Toronto.

2. Without prejudice or precedent to either party's position in future Article 6 negotiations or dispute resolution proceedings with respect to retroactivity of benefits, the following benefits improvements will be effective November 1, 2022:

- a) Increase the maximum for vision care from \$700 to \$725 every 24 months;
- b) Increase the maximum annual amount for psychology and mental health benefits from \$5,000 to \$7,000;
- c) Increase the annual combined cap for paramedical benefits from \$2,500 to \$5,000.

3. Without prejudice or precedent to either party's position in future Article 6 negotiations or dispute resolution proceedings regarding the eligibility of retirees for benefits improvements agreed to or awarded for active faculty members and librarians, the benefits in paragraphs 1 and 2 are applicable to active and retired faculty members and librarians.

4. If the terms and conditions of this MOS are not ratified by UTFAC Council, the parties agree to immediately remit issues related to benefit improvements in respect of the "residual" for the period July 1, 2022 to June 30, 2023 to Arbitrator Eli Gedalof for decision, based on the arbitration briefs previously submitted to Arbitrator Gedalof on September 22 and September 27, 2022.

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

6. This Memorandum of Settlement 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.

7. This agreement resolves expenditure of the remaining Bill 124 year three residual amount and all remaining proposals related to the Bill 124 year three residual amount are withdrawn. This agreement is made without prejudice to either party's position as to whether proposals referred to arbitration are captured by Bill 124.

DATED at Toronto this 13 day of October, 2022

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Per: Kelly Hannah-Moffat, Vice-President, People Strategy, Equity and Culture

Per: Terezia Zorić, President

Kelly Hannah Moffat

Per: Heather Boon, Vice-Provost,
Faculty and Academic Life

Heather B

Taryia Fie

Per: Jun Nogami, Vice-President,
Salary, Benefits, Pensions and
Workload

Jun Nogami