

**JANUARY 24, 2022 UTFA PROPOSAL IN CONFIDENTIAL AND WITHOUT
PREJUDICE MEDIATION WITH MEDIATOR KEVIN BURKETT,
WITHDRAWN IF NOT ACCEPTED ON OR BEFORE JANUARY 25, 2022**

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, 2020 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 negotiating committees of the University and the Association have met and negotiated pursuant to the provisions of Article 6 of the MOA and engaged in mediation with Kevin Burkett and have reached a tentative agreement on the terms and conditions set out herein subject to ratification by University Governance and UTFA Council;

AND WHEREAS the members of the parties' respective negotiating committees agree to unanimously recommend to their respective principals ratification of the terms and conditions of this Memorandum of Settlement;

AND WHEREAS the parties acknowledge the restrictions established by Bill 124 on salary rate and compensation increases for faculty members and librarians during the three year moderation period established by Bill 124, and the advice of the Association that it has joined other university faculty associations that have brought a legal challenge to the constitutionality of Bill 124 and that any agreement in this Memorandum of Settlement with respect to salary rates and compensation is without prejudice to that ongoing constitutional challenge;

NOW THEREFORE the parties agree as follows:

1. TERM

(a) This Agreement is for a three year term commencing July 1, 2020 and ending June 30, 2023.

(b) None of the terms and conditions of this Memorandum of Settlement have any retroactive effect whatsoever prior to the date of Ratification of this Memorandum of Settlement by the parties unless clearly and expressly set out in this Memorandum of Settlement.

2. COMPENSATION – YEARS 1 AND 2 FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2022

It is the intention of the parties that any compensation increases or improvements are compliant with Bill 124 in circumstances where the period July 1, 2020 to June 30, 2022 covers the first 2 years of the 3 year moderation period for faculty members and librarians under Bill 124.

(a) Salary

The salary increases below apply to faculty members and librarians employed on the date this Memorandum of Settlement is signed by the parties other than as set out below.

(i) July 1, 2020 a 1.0% across-the-board salary increase retroactive to July 1, 2020. For faculty members and librarians who were employed on July 1, 2020 and retired on or before June 30, 2021 their base salary effective the date of their retirement shall be adjusted by a 1.0% across-the-board salary increase (note this is not applicable to a faculty member or librarian who retired pursuant to and

under the Special Retirement Program for Faculty and Librarians open for the period January 1, 2020 to June 30, 2020).

(ii) July 1, 2021 a 1.0% across-the-board salary increase retroactive to July 1, 2021. For faculty members and librarians who were employed on July 1, 2021 and retired on or before the date of ratification of this Memorandum of settlement by the parties their base salary effective the date of their retirement shall be adjusted by a 1.0% across-the-board salary increase.

(b) PTR

(i) PTR for the July 1, 2019 to June 30, 2020 assessment period has been paid effective July 1, 2020 pursuant to a January 2021 agreement between the parties for the payment of PTR.

(ii) PTR for the July 1, 2020 to June 30, 2021 assessment period has been paid effective July 1, 2021 pursuant to an August 2021 agreement between the parties for the payment of PTR. Pursuant to that agreement the University will make an additional payment of PTR for the 2020-2021 assessment period retroactive to July 1, 2021 of the difference owing based on moving the breakpoints and increments by the 1% amount of the ATB percentage wage increase agreed to for the period July 1, 2020 to June 30, 2021.

(c) The Minimum Per Course Stipend and Overload Rate

(i) Effective the date of ratification of this Memorandum of Settlement, increase from \$17,895 to \$18,255.

3. BENEFITS

The parties' agreement with respect to benefits for Years 1 and 2 is without prejudice or precedent to any position that either party may take with respect to any issues regarding benefits for Year 3 for the period July 1, 2022 to June 30, 2023 at interest arbitration

Year 1

(a) July 1, 2020 increase the existing Health Care Spending Account (“HCSA”) of \$650 per faculty member and librarian employee per year (July 1 to June 30), pro-rated by their percentage FTE and allocated annually, to \$830 per full-time faculty member and librarian.

Year 2

Effective July 1, 2021 the existing HCSA shall return to \$650 per faculty member and librarian employee per year (July 1, to June 30), pro-rated by their percentage FTE and then increase the existing HCSA of \$650 per faculty member and librarian employee per year (July 1, to June 30), pro-rated by their percentage FTE and allocated annually to \$700.

Effective July 1, 2022 onward the existing HCSA shall return to \$650 per faculty member and librarian employee per year (July 1, to June 30), pro-rated by their percentage FTE.

The benefit improvements set out below for Year 2 shall have no retroactive effect of any nature or kind whatsoever.

(b) Effective as expeditiously as practicable in 2022 following ratification by the parties of this Memorandum of Settlement the following:

- (i) Include “Marriage and Family Therapist” and “Addiction Counsellor” to the “Psychologist, Psychotherapist or Master of Social Work” paramedical services benefit.
- (ii) Add the costs of laser eye surgery for vision correction as an eligible vision care expense.
- (iii) Increase psychology and mental health benefits annual maximum to \$5,000 per person and increase the reasonable and customary amounts to no less than the Ontario Psychological Association’s recommended hourly rate.

- (iv) Increase vision care to \$700 every 24 months and,
- (v) Increase major restorative dental to \$5,000.
- (vi) Increase the annual combined cap for paramedical services to \$2,500.
- (vii) Increase orthodontics to 75% & lifetime maximum of \$5,000
- (viii) Add chiropract to the list of paramedical services covered

Other Benefit Items

(c) Retroactive to July 1, 2021 the parties agree to amend the LTD plan to align with the new UPP such that LTD benefits will terminate on the last day of the month in which the Member attains age 65 to align with the normal retirement date under the UPP (as compared to the 30th day of June coincident with or following the member's 65th birthday which is the normal retirement date under the former plan).

(d) The University and the Association mutually recognize the desirability of introducing gender affirmation coverage to support members who are undergoing gender transition. To that end, the parties agree to jointly engage in discussions for the University to explain the consultations it has already engaged in and to allow UTFa to better understand potential and appropriate benefit improvements in this area.

4 JULY 1, 2022 PTR FOR THE JULY 1, 2021 TO JUNE 30, 2022 ASSESSMENT PERIOD

(a) It has been the University's consistent position that issues related to July 1 PTR are subject to negotiations and/or the dispute resolution process for salary, benefits and workload under Article 6 of the MOA for the relevant July 1 to June 30 period such that it is the University's position that issues related to July 1, 2022 PTR are subject to the dispute resolution process for salary, benefits and workload for the Year 3 period July 1, 2022 to June 30, 2023.

(b) Notwithstanding paragraph 4(a) above the parties have from time to time, as they are entitled to do, agreed to PTR issues for the relevant July 1 prior to reaching an agreement or the conclusion of a dispute resolution process regarding salary, benefits and workload for the relevant July 1 to June 30 period on a without prejudice or precedent basis to the University's position set out in paragraph 4(a) above.

(c) In the context of paragraphs 4(a) and (b) above, the parties agree that PTR for the 2021-2022 assessment period shall be paid on July 1, 2022, with the PTR breakpoints and increments moving by the 1% amount of the ATB percentage wage increase agreed to for the period July 1, 2021 to June 30, 2022. PTR funds shall be allocated utilizing the model in place prior to the 2015 Memorandum of Settlement (i.e. using the same model as was used for the July 1, 2020 PTR payment). The PTR assessment process for PTR to be paid on July 1, 2022 for the July 1, 2021 to June 30, 2022 assessment period is subject to any mutually agreed modifications to the process for determining PTR awards and assessments for that assessment period as may arise as a result of the provisions of paragraph 2.10 of the COVID LOU that; “[i]f the University’s operations continue to be limited or impacted by COVID protocols that prohibit or limit indoor gatherings beyond December 31, 2021, the parties shall meet to discuss whether and on what terms there should be any modifications to the process for determining PTR scores and awards for the 2021-22 assessment period.”

5 YEAR 3 – INTEREST ARBITRATION FOR SALARY, BENEFITS AND WORKLOAD FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023

(a) Pursuant to and in accordance with paragraphs 13 to 28 of Article 6: Negotiations of the MOA the parties agree to refer salary, benefits and workload matters for the one year period July 1, 2022 to June 30, 2023 as set out in Schedules A and B attached hereto to an interest arbitration dispute resolution process on the terms and conditions set out below.

- (b) In lieu of a Dispute Resolution Panel (the “DRP”) established pursuant to and in accordance Article 6: Negotiations of the MOA, and without prejudice or precedent to either party’s position in any future round of Article 6 negotiations, the parties agree to substitute Eli Gedalof as a sole arbitrator in place of the DRP and as sole arbitrator his interest arbitration award will be treated as a unanimous report for the purposes of paragraph 22 of Article 6 of the MOA.
- (c) UTFA’s proposals for the one year period July 1, 2022 to June 30, 2023 in the proceedings before the DRP are attached hereto as Schedule A.
- (d) The University’s proposals for the one year period July 1, 2022 to June 30, 2023 in the proceedings before the DRP are attached hereto as Schedule B.
- (e) The one year period July 1, 2022 to June 30, 2023 is the third year of the 3 year moderation period regarding faculty and librarians under Bill 124.
- (f) In connection with proceedings before the DRP, for the purposes of the 1% cap on compensation increases during the 12 month period under Bill 124 from July 1, 2022 to June 30, 2023, the “residual” amount available in connection with an across-the-board salary increase of 1% for any other compensation increases that may be awarded by the DRP is \$612,060 in total – i.e. under Bill 124 the DRP would not have the jurisdiction to award other compensation increases that had a total cost of more than \$612,060 for the period July 1, 2022 to June 30, 2023.
- (g) Both the fact of and the terms and conditions of this MOA are without prejudice or precedent to the rights, position or submissions of the University or the Association before the DRP with respect to whether any of the Association’s proposals in Schedule A attached hereto or any of the University’s proposals in Schedule B attached hereto are, in whole or in part, properly salary, benefits and/or workload matters pursuant to and in accordance with relevant provisions of Article 6 of the MOA and both parties reserve all of their rights to make submissions to the DRP that it has no jurisdiction under Article 6 of the MOA to hear, consider and/or award any of either parties’ proposals in whole or in part.

(h) Both the fact of and the terms and conditions of this Memorandum of Agreement are without prejudice or precedent to the rights, position or submissions of the University or the Association before the DRP with respect to whether any of the Association's proposals in Schedule A attached hereto or any of the University's proposals in Schedule B attached hereto are, in whole or in part, permissible compensation increases that the DRP could award under the provisions of Bill 124 and the interpretation and application of Bill 124.

(i) Both the fact of and the terms and conditions of this Memorandum of Agreement are without prejudice or precedent to the rights, position or submissions of the University or the Association before the DRP with respect to whether following the issuance of an award for salary, benefits and/or workload for the period July 1, 2022 to June 30, 2023 the DRP can or cannot remain seized or retain any jurisdiction in the event that thereafter Bill 124 is found to be unconstitutional or should Bill 124 be otherwise modified or repealed with retroactive effect.

6 OTHER

a) Academic Continuity – The parties agree to continue with on-going collegial discussions regarding the Academic Continuity Policy without prejudice or precedent to either parties position on whether the Academic Continuity Policy was or was not or is or is not subject to the Facilitation/Fact-Finding process under Article 6 of the MOA and/or UTFA's right to file a grievance regarding the Policy under Article 7 of the MOA and/or the University's rights to challenge the timeliness or arbitrability of any such grievance or the jurisdiction of the GRP to hear such a grievance or grant any remedies requested, in whole or in part.

b) Privacy and Intellectual Property – The parties agree to establish a Joint Working Group to commence discussions no later than April 1, 2022, or later by mutual agreement, without prejudice or precedent to either party's position on whether these issues were or were not or are or are not subject to the Facilitation/Fact-Finding process under Article 6 of the MOA.

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

8. 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.

9. All other proposals are withdrawn by both parties.

DATED at Toronto this 25 day of January, 2022

FOR THE UNIVERSITY

FOR THE ASSOCIATION



Per: Kelly Hannah-Moffat

Per: Terezia Zoric



Per: Heather Boon

Per: Jun Nogami

SCHEDULE A – ASSOCIATION PROPOSALS

Term - July 1, 2022 to June 30, 2023

All other proposals withdrawn on a without prejudice basis.

1. Workload

B. Technical Support

Amend Article 4.2 of the WLPP by adding:

- Level and/or hours of technical and/or pedagogical support for online teaching;

D. TA Support

Amend the WLPP to establish:

1. Minimum standards that apply University-wide for access to TA support based on class size, i.e. establish upper limits on the size of courses delivered without access to TA support.
2. Scaled hours of TA support in relation to total number of students in a class using a common, University-wide formula.
3. A requirement that each Division establish a process for increased and equitable distribution of TA support to members with enrolment above the minimum standard (limit) consistent with D(2).

G. Mandatory Unit Workload Policy Factors

Add a new clause to Article 2 of the WLPP as follows:

- 2.X Unit Workload Policies shall include consideration of the following factors:
- a) mode of delivery;
 - b) level and/or hours of technical and pedagogical support for on-line teaching;
 - c) level and/or hours of technical support for professional practice;
 - d) class sizes;
 - e) level and/or hours of TA support;
 - f) the expected total number of students in all of a member's courses;
 - g) new or alternative mode or short notice course preparation;
 - h) graduate supervision.

H. Equitable Course Release

Add a new clause to Article 1.2 to the WLPP to provide for equitable course release and course credit for service and teaching in excess of unit norms:

Assignment of individual workload based on the principle that comparable work will be weighed in the same manner, and teaching/service release(s) will be granted equitably within units.

I. Annual Workload Documents

In order to enhance transparency and the equitable distribution of workload within a Unit, add a new Article 3.X to the WLPP as follows:

3.X Each Unit shall prepare, on an annual basis, a Unit Workload Document setting out:

- (i) the assigned teaching and assigned service workload for each member in the Unit;
- (ii) for each course that a member teaches, the assigned teaching credit, the mode of delivery, the class size, and level and/or hours of TA support; and
- (iii) for each member any teaching release and the reason for it (e.g. pre-tenure course reductions), subject to any confidential accommodation agreements.

The Unit Workload Document will be provided to all members of the Unit and to UTFA by June 30th of each year.

J. Distribution of Effort in Unit Workload Policies and Workload Letters

Amend Article 2.0 of the WLPP to ensure Unit Workload Policies quantify the distribution of effort in a normal workload in percentages for faculty (e.g. 40/40/20; 60/20/20) and librarians.

Amend Article 2.16 of the WLPP to require workload letters to include a members' distribution of effort and additional details regarding teaching and service assignments.

K. Teaching Stream Course Load

Add a new Article 7.X to limit Teaching Stream teaching load relative to Tenure Stream teaching load within a unit to not more than 150%.

L. Teaching and Service Release

Amend Article 3.2 of the WLPP to require units to provide some teaching and service release for pre-tenure/pre-continuing status faculty members prior to their interim reviews and some professional practice and service release for pre-permanent librarians.

M. Librarian research and Scholarly Contributions

Amend Article 8.1(b) of the WLPP as follows:

“Research and scholarly contributions, including academic, professional, and pedagogical contributions or activities which are self-directed.”

4. Salary Increases

A. Across-the-Board increases (ATB)

In light of the limitations imposed by Bill 124, UTFA proposes an ATB increase of 1% effective July 1, 2022.

If Bill 124 is found to be unlawful, UTFA proposes an ATB increase that is fair and reasonable in light of the unparalleled professional expectations faced by U of T faculty and librarians, trends in recent settlements in higher education, and broader economic considerations.

For clarity, UTFA’s proposal to increase ATB by 1% is intended to include per course stipend rates.

8. Pregnancy and, Parental Leave, and Adoption/Primary Caregiver Leave Accessibility

- A. UTFA proposes that the University establish a central fund to provide research and teaching supports to members taking pregnancy and parental leave or adoption/primary caregiver leave. These supports would include, but are not be limited to, RAs, TAs, post-docs, lab managers, and sessionals to facilitate members taking their full leaves.

9. Psychology and Mental Health Benefits

A. Increasing maximum benefit

To increase the maximum annual reimbursement for psychology and mental health benefits to \$7000 per person and increase the reasonable and customary amounts to no less than the Ontario Psychological Association’s recommended hourly rate.

10. Eldercare and Compassionate Care Leaves

A. Reporting of leaves

That the Administration develop and implement a mechanism for reporting on leaves taken by, or accommodations given to, faculty members and librarians to care for family members. This anonymized report will include those UTFA members whose family members require intensive physical, psychological, and/or emotional care, including the lengths of any relevant Compassionate Care and Emergency Leaves, Unpaid Leaves of Absences, or Family Care Leave. These reports shall be shared promptly and without unreasonable delay with UTFA at the end of every budget year or following a formal information request by UTFA.

11. Dependent scholarship program & Staff Tuition Waiver

A. Dependant Scholarship –increasing maximum

To increase the Dependent Scholarship program to cover 100% of the University of Toronto academic fees for five full courses in a general Arts & Science program for a first undergraduate degree.

B. PHD Tuition Waiver

To remove any limit on the tuition waiver for the part-time Master's, part-time PhD, and flex-time PhD (including all doctorate programs such as EdD) for UTFA members enrolled in these programs, and to clarify that the full tuition will be waived for these programs.

12. Librarians' Salaries & Research and Study Days

A. Increase Librarian Research and Study Days

To increase the number of Librarian Research and Study Days to 24 days, a level commensurate with other research-intensive universities in Canada and the United States.

13. Paramedical Services Benefits

UTFA proposes to:

- a) Increase the annual combined cap for the following Paramedical Services from \$2500 to \$5000: Chiropractor, Physiotherapist, Registered Massage Therapist, Osteopath, Acupuncturist, Dietitian, Occupational Therapist.

14. Reasonable and Customary

UTFA proposes that the University Administration conduct an annual audit of UTFA members' claims against the "reasonable and customary" limits applied by Green Shield (or other provider) and provide a report to UTFA on an annual basis.

15. Vision Care

UTFA proposes that the maximum for vision care be increased from the current \$450 to \$800 every 24 months.

16. Dental Care

A. Reimbursement for Major Restorative

UTFA proposes that the reimbursement rate for major restorative dental be increased to 100% up to a maximum of \$5000 per year.

B. Orthodontics

UTFA proposes that the lifetime maximum on orthodontics be increased to 100% up to a maximum of \$5000.

17. Retiree Benefits

UTFA's reaffirms that all benefits improvements equally apply to all retirees as has historically been the case.

18. Health and Safety

In January 2020, the parties agreed to establish a joint central health and safety committee. UTFA proposes that this committee be recognized as a Committee that fulfills the legislative requirements of the Occupational Health and Safety Act and has the powers of a Joint Health and Safety Committee.

20. Maintenance of Salaries, Benefits and Workload during Bargaining

UTFA seeks agreement that, where notice has been given pursuant to Article 6 of the Memorandum of Agreement, all terms relating to salaries, benefits and workload shall remain in effect until final resolution is reached by settlement or award.

21. Bill 124

UTFA's proposals are without prejudice to its position on the constitutionality of Bill 124.

SCHEDULE B – UNIVERSITY PROPOSALS

Term **One year**, from July 1, 2022 to June 30, 2023.

All other proposals withdrawn on a without prejudice basis.

Total Compensation (Salary and Benefits)

Salary

1. Increase salaries by 1% across-the-board (“ATB”) effective July 1, 2022.

Benefits

2. Any non-salary compensation increases are subject to mutual agreement on how to “spend” the “residual” compensation of \$612,060 available up to the 1% hard cap on total compensation increases under Bill 124.

Any benefit increases to be applicable only to active employees and will not be or become applicable to retiree benefits.

As part of the Administrative Services Only contract for health and dental benefits with Green Shield, there is a stop loss provision whereby claims that exceed a certain level are pooled and become the responsibility of the insurance carrier. The insurance carrier places a significant charge on top of the other administrative fees for the stop loss provisions. All of the administrative fees, including the stop loss charge, are incorporated into the premiums that the University and all employees pay for the benefits coverage.

The unlimited maximum for private duty nursing (which requires reinsurance) and the travel benefit result in a higher stop loss charge than if these benefits had maximums, even though actual claims experience for these benefits indicates very few people make large claims. Thus, in an effort to reduce the stop loss charge (and the resulting premiums paid by both the University and its employees), the University proposes the following:

(a) Deluxe Emergency travel provision to be restricted to travel up to 60 days, except in the case of faculty and librarians on research and/or study leave. The University would continue to extend travel coverage to faculty and librarians on research and/or study leave so long as they retained their OHIP coverage.

(b) A cap of \$10,000 per person per annum on private duty registered nursing services benefit.

In an effort to ensure the ongoing financial stability and affordability of our benefit plans in the long term, the University proposes the following:

(c) Remove the existing \$25 deductible under the EHC plan and introduce a 10% participant co-pay on all EHC claims (including drug) to a maximum out of pocket spend of \$250 per participant per Plan Year.

In an effort to continue being an employer of choice and helping plan members live their healthiest lives the University proposes the following:

(d) Enhance the existing benefits plan by offering the new pharmacogenetics (PGx) service under Diagnostic Services/Laboratory Tests. The PGx product, which will be subject to prior authorization and only reimbursed when specific criteria are met, focuses on mental health, specifically depression and anxiety. PGx is one of several genetic tests available for medical purposes which determines whether a person has certain genetic mutations that are known to influence their response to a drug in a certain way and based on results, a doctor can choose medications (or doses) that are better suited for that person.

The Survivor Income Benefit provision under the Optional Life Insurance plan is an expensive form of optional life insurance with rates currently set at 6 times the rates of the basic life insurance rates. This, in combination with employees having difficulty in understanding how the plan works, are likely key factors why the utilization levels are very low. The University proposes the following:

(e) Eliminate the Survivor Income Benefit Provision under the Optional Life Insurance plan.