

**UTFA POSITION AT THE CONCLUSION OF MEDIATION**  
**May 29, 2005**

**Term: July 1, 2005 to June 30, 2006**

**A. COMPENSATION**

**1. Salary – ATB (Across-the-Board) Increase**

UTFA seeks an ATB increase of 4.0% effective July 1, 2005.

**2. Salary Scale**

- (i) PTR - Progress Through the Ranks: Each PTR pool shall be increased by 1.0% of total salary in that pool, effective July 1, 2005.
- (ii) The parties agree to establish a Joint Working Group to review and report with respect to the PTR model.
- (iii) Salary Adjustment Fund: An amount of .5% of total salary shall be set aside for the purpose of addressing salary inversion and anomalies. Allocation shall be retroactive to July 1, 2005.
- (iv) A Joint Working Group shall be established effective July 1, 2005 to study the issues of salary inversion and anomalies and to develop a system for rectifying inequities. If agreement is not reached by April 15, 2006 on the mechanism for distribution and/or on the distribution of the funds, the issue may be referred by either party to arbitration.
- (v) The senior-salary category for faculty and librarians shall be abolished, effective June 30, 2006.
- (vi) Librarians: The minimum salary for Librarian III and Librarian IV shall be raised to \$62,500 and \$75,700 respectively and the salary ceiling for Librarian II shall be eliminated, effective July 1, 2005.
- (vii) The minimum starting salary for Lecturers shall be raised to \$60,000, effective July 1, 2005.

**3. Per-Course Payments**

- (i) For all individuals in part-time non-sessional appointments (i.e., represented by UTFA), senior research associates, retired faculty and faculty or librarians teaching on overload, the **minimum** rate of pay for each full-course equivalent shall be set at \$12,500 effective July 1, 2005.

- (ii) All part-time faculty represented by UTFA shall receive expense reimbursement pro-rated at 33% per full-course equivalent of the PERA rate effective July 1, 2005.

#### 4. **Pensions**

- (i) All retirees shall receive augmentation to their pensions in an amount equal to full inflation catch-up as of July 1, 2005. This applies to all pensions from RPP, OISE and SRA.
- (ii) Faculty and librarians who retired before 1981 shall have the same benefits as those who retired during and after 1981, effective January 1, 2006.
- (iii) At the time of retirement, individual faculty and librarians shall have the option of receiving a monthly pension or a lump-sum payment equal to the commuted value of the individual's pension. Those who opt to receive the lump-sum payment shall be eligible to receive benefits on the same basis as those receiving a monthly pension.
- (iv) The commuted value of the pension for individual faculty members and librarians shall be included in the annual Benefits Statement along with an explanation of what commuted value means and how interest rate changes and other relevant factors may change the amount.
- (v) The parties agree to establish a Joint Working Group to investigate and report with respect to alternative pension arrangements, including design, eligibility, transition, and a framework for its introduction. Each party will include its respective actuary or pension consultant as a member of the Working Group.

#### **B. BENEFITS**

Retired and active faculty and librarians shall have the same benefit coverage (excluding only those benefits (*e.g.*, long-term disability) that might be of no value to one party) and the same premium charge and co-pay policy.

- (i) Optometrists: The current benefit for massage therapy, physiotherapy, and chiropractic care shall be increased to \$1000 maximum annually and shall be extended to include the services of a licensed optometrist.
- (ii) UTFA shall receive full and complete access to the rules, regulations, and guidelines that Green Shield follows in determining whether or not to pay claims made through the medical and dental insurance plans.
- (iii) The long-term disability plan shall be modified to enable disability pension recipients to return to work on a part-time basis for indefinite periods of time without financial penalty.

- (iv) Orthodontics: Expenses shall be covered with the employer paying 50% of orthodontic expense costs up to \$3,500 per person per lifetime for active and retired faculty and librarians and their dependent children.
- (v) A new premium rate structure shall be introduced to provide the following options:
  - Member
  - Member plus 1
  - Member plus 2 or more
- (vi) The PERA shall be increased from \$775 to \$1000 per year effective July 1, 2005.
- (vii) The annual number of Research and Study Days for librarians shall be increased from 5 to 20.
- (viii) The parties agree to establish a Joint Working Group effective July 1, 2005 to review and report on the dependent scholarship program.

**C. SALARY AND BENEFIT-RELATED ISSUES**

- (i) The University agrees to include a brochure provided by UTFA in its information package sent to individuals on short lists for faculty and librarian appointments. The University also agrees to provide contact information about the Faculty Association and its website address to individuals who are being offered appointments as faculty members or librarians. The University will provide UTFA with the names and contact information for those who have accepted offers of employment as faculty members or librarians.
- (ii) UTFA shall be informed annually on a non-nominal basis of the salaries for all faculty and librarians, set out by department and identifying the date of hire, gender, age and date of Ph.D. or qualifying degree.
- (iii) UTFA shall be informed annually of the names and contact information of faculty members and librarians who have given notice of their intention to retire.
- (iv) Add the following as a provision of the Salary and Benefits Agreement for July 1, 2005 to June 30, 2006:

“The University shall designate an Information Officer who shall conduct the exchange of information with an Information Officer designated by the Association.

"If any dispute arises with respect to the implementation of this Article, the matter shall be referred by either party, as expeditiously as possible, to a mutually agreed upon arbitrator who shall, within 48 hours from the referral, confer with the parties and issue a final and binding decision including appropriate directions. If the parties cannot agree upon an arbitrator, or in the event that he or she is unable

or unwilling to act, the President of the Ontario Labour-Management Arbitrators' Association shall select the arbitrator.”

- (v) Joint Working Groups shall be established effective July 1, 2005 to deal with the following matters:
- a. Pensions
  - b. PTR
  - c. Salary adjustment fund
  - d. Dependent scholarship program

The membership of each of these Joint Working Groups shall include three representatives of each party.

The parties agree that each Joint Working Group will be provided with the data it needs. The groups will determine the analysis and presentation methods for data to be used so that both parties work from a common set of data.

The groups will gather facts, identify issues and consult with the University community and will report to their respective principals no later than April 30, 2006.

The deliberations and reports of the working groups shall be confidential, and no public disclosure will be made without the agreement of both parties.

The parties agree that any incremental costs arising from the activities of these working groups will be the subject of future negotiations.

#### D. MEMORANDUM ISSUES

**In accordance with Article 17 of the Memorandum of Agreement, UTFA proposes the following changes to the Memorandum:**

- (i) The parties agree to appoint a Task Force to report to the parties with respect to any proposed changes to the Memorandum of Agreement. Each party will name a Co-Chair and up to four representatives. It is understood that the representatives of either party may consult broadly. The Task Force will report by April 30, 2006.
- (ii) In the light of the abolition of mandatory retirement, parties have agreed outside of negotiations to discuss removal of the following phrase from Article 4 (c) of the Memorandum: “...provided the requested leave does not fall within seven years of the normal age of retirement.”
- (ii) Delete the last paragraph of Article 11 and substitute the following:

“It is understood that this Article shall not be construed to require the University (a) to compile information and statistics in particular form if such data are not already compiled in the form requested, or cannot, without unreasonable efforts,

be compiled in such form, or (b) to provide any information relating to any named individual.

"The University shall designate an Information Officer who shall conduct the exchange of information with an Information Officer designated by the Association.

"If any dispute arises with respect to the implementation of this Article, the matter shall be referred by either party, as expeditiously as possible, to a mutually agreed upon arbitrator who shall, within 48 hours from the referral, confer with the parties and issue a final and binding decision including appropriate directions. If the parties cannot agree upon an arbitrator, or in the event that he or she is unable or unwilling to act, the President of the Ontario Labour-Management Arbitrators' Association shall select the arbitrator."

**E. GENERAL**

- (i) Faculty, wherever it appears in this document, includes Lecturers and Senior Research Associates.
- (ii) It is understood that all salary, benefit and pension improvements negotiated in this settlement will be applicable *mutatis mutandis* to both active and retired faculty, librarians and senior research associates.