

IN THE MATTER OF AN ARBITRATION BEFORE ARBITRATOR GEDALOF

BETWEEN:

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION (UTFA)

Association

and

GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

Employer

**ARBITRATION BRIEF OF THE ASSOCIATION
PRESENTED ON MARCH 16, 2025**

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PROPOSALS - QUICK GUIDE

QUICK GUIDE TO ASSOCIATION'S PROPOSALS

#	PROPOSAL	INCLUDES, BUT IS NOT LIMITED TO:
	WORKLOAD:	
1	DISTRIBUTION OF EFFORT FOR FACULTY AND LIBRARIANS	<ul style="list-style-type: none"> Ensure the balance of the three principal components of workload is stated in Unit Workload Policies or is otherwise known State the balance of the three principal components of workload in written assignments of workload
	SALARY:	
2		<ul style="list-style-type: none"> Modernize Salary Floors ATB Increases (6.0% Year 1; 4.5% Year 2) Incremental restoration of PTR pool (2.5% of total wages)
	BENEFITS:	
3	PERA (PROFESSIONAL EXPENSE REIMBURSEMENT ALLOWANCE)	<ul style="list-style-type: none"> Include coverage for tuition fees Increase to PERA amounts and parity for part-timers at 50% and above
4	HEALTH BENEFITS IMPROVEMENTS FOR ACTIVE AND RETIRED MEMBERS	<ul style="list-style-type: none"> LTD (increase maximum earning coverage to \$250,000) (active members only) Vision (increase to \$1,000 and \$125) Mental Health (\$10,000) Prescription Drugs (no dispensing fees) Hearing (\$4,000, \$4,000, \$8,000)
5	HOUSING	<ul style="list-style-type: none"> Transparency and meaningful engagement around housing benefits
6	CHILD CARE BENEFITS	<ul style="list-style-type: none"> Increase reimbursements for eligible childcare expenses to 100% of maximum amounts Increase maximums
7	COLLECTION OF AGREEMENTS	<ul style="list-style-type: none"> Archive of all agreements between UTFa and the Administration

INTRODUCTION

This arbitration concerns salary, benefits, and workload pursuant to Article 6 of the Memorandum of Agreement (“MOA”) between the Governing Council of the University of Toronto (the “Administration” or “University Administration”) and the University of Toronto Faculty Association (“UTFA” or the “Association”).¹ Article 6 permits the parties to submit outstanding disputes on salary, benefits, and workload to adjudication before a Dispute Resolution Panel if the parties are otherwise unable to reach a voluntary agreement.

In the current round of negotiations, the parties agreed to submit all outstanding disputes to a sole arbitrator for final determination on salary, benefits, and workload for a term beginning on July 1, 2023, and ending on June 30, 2026.²

THE PARTIES

The Association represents all active and retired faculty members and professional librarians at the University of Toronto. This includes approximately 3,500 faculty members, 164 librarians, and close to 1,500 retirees across the three University of Toronto campuses (St. George, University of Toronto Mississauga, and University of Toronto Scarborough).

The University of Toronto is a globally ranked public research university in Toronto, Ontario, Canada. As Canada’s largest university, it offers over 700 undergraduate programs, 200 graduate programs, and has a total enrolment of nearly 100,000 students.

Within Canada, UTFA’s faculty members and librarians are unmatched by any other university faculty members and librarians in terms of both sheer excellence and quantitative output. The University of Toronto consistently ranks as the leading university in Canada and among the top universities in the world.³ In the words of University of Toronto President, Meric Gertler:

[o]ur consistently high standing among the world’s top universities is a tribute to the talent, creativity and drive of our faculty, librarians, students and staff across all three campuses.⁴

¹ *Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association* at Article 5 [[MOA](#)].

² [Memorandum of Agreement Regarding Unresolved Salary, Benefit and Workload Issues Pursuant to Article 6 of the Memorandum of Agreement](#), dated February 23, 2025.

³ [U of T ranked first in Canada, among to 30 globally in all subjects: Times Higher Education](#) (January 24, 2025).

⁴ *Ibid.*

BARGAINING HISTORY

The parties have a long history of bargaining, beginning with the first round of negotiations in the early 1970s.

Since that time, the negotiation process has been guided by the shared understanding that faculty members and librarians at the University of Toronto can reasonably expect salaries and benefits that are “top of market”. As Arbitrator Burkett outlined in the 1982 award, top of market status is a result of:

the important role played by a pre-eminent university such as the University of Toronto, and the contribution made by its faculty in furthering objectives of the institution and serving the needs of society.⁵

The top of market principle was affirmed by Chief Justice Winkler in his 2006 award between the parties,⁶ by Arbitrator Teplitzky, in 2010, and, most recently, by Arbitrator Gedalof, in 2023 [“the Gedalof Award”].⁷

The Gedalof Award included a comprehensive analysis of the bargaining history between UTFA and the Administration. In addition to the “top of market” principle, the Gedalof Award noted that annual across-the-board (“ATB”) increases for faculty members and librarians have kept pace with inflation over the past 20 years. In some years, the increases exceeded inflation, in other years, the increases fell below, but overall, inflation and wages trended upwards together.

With the exception of the most recent interest arbitration awards, the parties have been successful in reaching mediated settlements on Article 6 issues over several rounds of negotiation. Between 2011 and 2020, UTFA and the Administration concluded three successive voluntary settlements, each spanning three-year terms.

A critical item that emerged through these negotiated settlements, in 2011, was the addition of workload to the items that must be bargained annually under Article 6 of the MOA.

SUMMARY OF PREVIOUS ROUND OF BARGAINING

The last round of negotiations—covering the period from July 1, 2020, to June 30, 2023—was unique. Those negotiations took place under the shadow of Bill 124, the Ontario government’s unconstitutional wage restraint legislation, which capped increases to compensation at 1% per year.

⁵ *University of Toronto v University of Toronto Faculty Association*, dated [June 3, 1982](#) [“Burkett Award”] [emphasis added].

⁶ *University of Toronto (Governing Council) and University of Toronto Faculty Assn. (Re)*, [2006 CanLII 93321 \(ON LA\)](#) at para 20.

⁷ *University of Toronto v University of Toronto Faculty Association*, [2023 CanLII 85410 \(ON LA\)](#) at para 119.

Following a mediation before Arbitrator Burkett, on January 25, 2022, UTFA and the Administration reached a tentative agreement for those three years.⁸ In line with Bill 124, the agreement provided salary increases, and other compensatory items, of 1% for the first two years of the agreement, with terms for the third year subject to mediation and arbitration before Arbitrator Gedalof.

While the process before Arbitrator Gedalof originally proceeded under the constraints of Bill 124, and resulted in an interim award providing 1% compensatory increases, Bill 124 was ultimately ruled unconstitutional.⁹

After Bill 124 was quashed, Arbitrator Gedalof awarded an additional wage and per-course stipend/overload increase of 7%, for a total of 8% on July 1, 2022.¹⁰

Arbitrator Gedalof declined to award all but one of the Association's workload proposals, choosing instead to focus the award on long-overdue wage increases. While those wage gains were crucial, they failed to close the gap in lost spending power that had accumulated on member wages over several years. The award also failed to adopt improvements to workload that UTFA members have been demanding since workload became an item subject to final determination by the Dispute Resolution Panel, in 2011.

THE ASSOCIATION'S PROPOSALS IN THE CURRENT ROUND

The Association's proposals in the current round are a natural continuation of the negotiated and awarded outcomes in the previous round.

Workload

The Association's proposal on workload is front and center this round. After over a decade of impasse and stagnation, workload can no longer wait.

UTFA's sole workload proposal, for this three-year term, is finely calibrated to advance UTFA's top workload priority: improving transparency around workload expectations by stating the balance between the core duties of faculty members and librarians in unit workload policies and in individual workload assignments. To be clear: every unit must already determine the balance between teaching, research, and service that corresponds to the needs of the individual unit.¹¹ UTFA's proposal

⁸ The University of Toronto and the University of Toronto Faculty Association, [2021-2023 Tentative Agreement](#), January 25, 2022.

⁹ *Ontario English Catholic Teachers Association v His Majesty*, [2022, ONSC 6658](#).

¹⁰ *University of Toronto v University of Toronto Faculty Association*, [2023 CanLII 85410 \(ON LA\)](#) ["Gedalof Award"].

¹¹ Under the [MOA](#) the three principle components of a faculty member's professional obligations and responsibilities shall encompass (i) teaching, (ii) research, scholarly or creative activity, and (iii) service to the University of Toronto; and, a librarian's professional obligations and responsibilities shall encompass (i) the development of his or her professional knowledge and performance [i.e. professional practice], (ii) contributions to scholarship and creative professional work [i.e. scholarly

ensures that the balance between teaching, research, and service is not just determined, but also clearly stated.

Stating the balance between teaching, research, and service will allow faculty members and librarians¹² to evaluate and regulate their workloads based on known expectations. UTFA's proposal preserves the maximum autonomy of individual units to determine the balance, while at the same time providing a baseline balance in the central workload policy that is consistent with identifiable sector norms. The baseline balance in the central workload policy is a failsafe to ensure that every faculty member and librarian¹³ will know the normative workload balance of their unit in the event that the balance between teaching, research, and service is not explicitly stated in the unit workload policy.

Salary

The wage proposals tabled by UTFA in this round should be uncontroversial. The proposals are attuned to the findings in the Gedalof Award. Specifically, the parties have always agreed to protect the spending power of UTFA member wages through wage increases that "look back" and track the ebb and flow of inflation over the span of many years. The first prong of the Association's three-pronged salary proposal bridges the outstanding inflation gap through appropriate across-the-board ("ATB") increases to all elements of salary.

The Association's two remaining salary proposals, if awarded in full, would modernize the outmoded salary floors of faculty members and librarians, and restore the Progress Through the Ranks ("PTR") fund to a level consistent with the established purpose of PTR. That purpose is not to protect spending power (which is the function of annual ATB increases), but rather to ensure that experience, promotion, and career progression are recognized through merit-based wage increases that reflect the full market value of UTFA faculty members and librarians.

Benefits

UTFA's proposals in this round also press for meaningful improvements to benefits, with a focus on improving the rights of precarious members. Targeted improvements to benefits for specific member groups, such as retirees and part-time members, are also advanced to correct obvious shortfalls between UTFA faculty and librarians, and groups that are not sector leaders.

contributions], and (iii) service to the University of Toronto including service to the profession [i.e. service]. The Association's proposal on DOE and rationale for the proposal on DOE include those sections of the WLPP that concern the three principal components of a librarian's workload.

¹² [MOA](#): A librarian's professional obligations and responsibilities shall encompass (i) the development of his or her professional knowledge and performance [i.e. professional practice], (ii) contributions to scholarship and creative professional work [i.e. scholarly contributions], and (iii) service to the University of Toronto including service to the profession [i.e. service].

¹³ [MOA](#): A librarian's professional obligations and responsibilities shall encompass (i) the development of his or her professional knowledge and performance [i.e. professional practice], (ii) contributions to scholarship and creative professional work [i.e. scholarly contributions], and (iii) service to the University of Toronto including service to the profession [i.e. service].

CONCLUSION

UTFA's workload, salary, and benefit proposals are consistent with the recognized arbitral principles of replication, gradualism, and comparability. They are proposals by UTFA members—who are the University—for the benefit of the University. The primary aim and intent of UTFA's proposals is, as always, to protect the University of Toronto's status as one of the top academic institutions in the world.

The Association submits that its very focused and measured list of proposals for this three-year term ought to be awarded in their entirety.

PROPOSAL #1 – WORKLOAD (STATE THE BALANCE)

4.0 Establishing the Teaching Component of Normal Workload

The assigned proportion of a faculty member's work will include teaching and preparation for teaching, and the necessary administrative tasks associated with the operation of a collegial environment. The remainder of a faculty member's working time is self-directed and may consist of research, scholarly, creative, or professional work consistent with the type of appointment the faculty member holds.

Subject to any requirements in Article 8 of the MOA and the WLPP, individual units shall determine the balance amongst the three principal components of a faculty member's activities: teaching, research, and service, ***and state the determined balance in the Unit Workload Policy. If the determined balance is not stated in the Unit Workload Policy, the default balance shall be forty percent (40%) teaching, forty percent (40%) research, scholarly, creative, or professional work, and twenty percent (20%) service for tenure steam faculty members; and sixty percent (60%) teaching, twenty percent (20%) research, scholarly, creative, or professional work, and twenty percent (20%) service for teaching steam faculty members.***

[...]

8.0 Librarians: Additional Provisions

8.1 Librarian workload is a combination of tasks assigned and tasks determined through collegial interaction and self direction. While the pattern of a librarian's professional activity may vary from individual to individual, the following three activities constitute a librarian's principal responsibilities:

- (a) Professional practice for the Library, including teaching that has been requested or approved by a Librarian's ***supervisor(s) manager***. In considering the teaching component of normal workload for librarians, relevant factors include the factors set out in Article 4.2, if applicable.
- (b) Research and scholarly contributions ***and creative professional activities***, including academic, professional and pedagogical contributions or activities.
- (c) Service, which should be broadly understood to include service to the University, Library, and the profession.

If the determined balance amongst the three principal components of workload is not stated in the Librarian Unit Workload Policy, the default balance shall be eighty percent (80%) professional practice, ten percent (10%) research, and ten percent (10%) service.

[...]

2.17 **Written assignments of workload.** Each member will be provided with a written assignment of their workload duties on an annual basis that includes the member's percentage appointment and details of teaching and service or, in the case of librarians, professional practice and service, by no later than June 30th.

For faculty members, each written assignment of workload shall include the expected distribution of effort (DOE) percentages for each member, which is the balance amongst the three principal components of a member's activities: teaching,

research, and service (e.g. 40%/40%/20%; 60%/20%/20%). The expected DOE shall rationally correspond to the member's details of teaching and service. A change to a member's DOE during the term of the workload assignment will only be made with the consent of the member. Any agreed-to change to a member's DOE during the term of the workload assignment shall be added to the written assignment as an addendum and co-signed by the member and their Unit Head.

Where an individual member's assignment is materially different from the unit's workload norms, standards, or ranges, the variation and the reason for it ~~should~~ **shall** be identified in the individual member's written assignment of workload, subject to any accommodation agreements.

All written assignments for each Unit will be collected in the Office of the Unit Head and made readily available for review at the request of any member of the Unit or the Association. ~~Provided it is technologically practical to do so, the University and UTFA will discuss in Joint Committee and endeavour to agree on e-~~Copies will be being posted on a unit internet site or other password-protected website, accessible to UTFA and its members in the applicable unit, subject to any confidential accommodation agreements, ~~with a target implementation date of January 1, 2020.~~

[...]

8.5 ***A librarian's written assignment of workload under 2.17 will include the librarian's expected workload distribution, which is the percentage balance amongst the three principal responsibilities of a librarian under 8.1: professional practice, research, and service (e.g. 80%/10%/10%).***

The workload distribution of a librarian will be taken into account at the time of the annual performance review and a written record will be retained.

EMPLOYER POSITION

Opposed.

ASSOCIATION RATIONALE

OVERVIEW

The Association's proposal to "state the determined balance" supports workload language that will help faculty members and librarians better understand the weight of their relative workload assignments, the workload assignments of other faculty members and librarians in their academic unit, and workload assignments across cognate departments and faculties. This simple proposal moves the needle incrementally forward towards the shared goals of: (i) assigning workload based on the principle that comparable work will be weighed in the same manner, and (ii) a transparent process of workload allocation within a unit, based on decisions made in accordance with criteria that are known to members within that unit.¹⁴

¹⁴ University of Toronto [Workload Policy and Procedures for Faculty and Librarians](#) at section 1.0 [WLPP] [emphasis added].

The Association's proposal does not break new ground. The proposal is a small step towards greater workload transparency. It is also highly intuitive. Under the *University of Toronto Workload Policy and Procedures for Faculty and Librarians* ("WLPP"), each academic unit must already determine the balance, for their unit, between teaching, research, and service:

Subject to any requirements in Article 8 of the MOA and the WLPP, individual units shall determine the balance amongst the three principal components of a faculty member's activities: teaching, research, and service.¹⁵

The logical and obvious next step, after the balance is determined, is to state the balance. In other words, after each unit collegially determines the balance between teaching, research, and service, the Unit Workload Policy should inform the unit what that balance was determined to be. The balance must be known.

The proposal should be awarded in its entirety.

WORKLOAD IS A MATTER OF PRIMACY TO UTFA MEMBERS

In the context of the very specific bargaining relationship between the parties, workload is not simply one issue amongst many others. Rather, workload is one of only three headings under which the parties have agreed that a Dispute Resolution Panel is permitted to make binding recommendations on terms of settlement.

In the current round of Article 6 negotiations, the parties agreed that a sole arbitrator will have the authority to issue a binding award on matters related to salary, benefits, and workload, if the parties themselves cannot agree. This conferral of authority is a recognition, on both sides, that a lack of bilateral agreement on salary, benefits, and/or workload is not an end point. The power delegated to the arbitrator reflects the parties' mutual agreement that workload is a matter of such primary importance that it cannot be left in the hands of the parties to decide in all cases.

The primacy of workload in the bargaining relationship between the parties is not incidental. For over three decades, bilateral discussions were failing to yield any meaningful advancement on workload for members. Consequently, UTFA pushed hard for—and achieved—an expansion of Article 6 that included the right to advance workload negotiations beyond impasse and into the hands of the Dispute Resolution Panel. In short, by 2011, the parties voluntarily recognized that workload was a critical area (akin to salary and benefits) where the parties might not be able to simply "work it out," but may require the intervention of a third party to resolve.

¹⁵ [WLPP](#) at section 4.0 [emphasis added]. For librarians at [WLPP](#) section 8.0: professional practice, research and scholarly contributions, and service. The Association's proposal on DOE and rationale for the proposal on DOE include those sections of the WLPP that concern the three principal components of a librarian's workload.

Ever since workload was added as the third pillar of Article 6 negotiations, in 2011, the Association has been handed an annual mandate by its members to improve working conditions with respect to workload. This round is no different. Members have consistently affirmed that workload is a foremost policy consideration and a top priority for the Association. In surveys, town halls, committee discussions, and focus groups of UTFA members, workload is consistently identified as a priority issue, well ahead of issues that are typically associated with employment in academia, such as job security and tenure. Key concerns raised by UTFA members regarding workload included the unequal distribution of workload across units and departments, excessive service loads, a lack of workload transparency, and an absence of fair, effective, and enforceable workload policies.

The addition of workload to Article 6 is evidence that both UTFA and the Administration expect that some workload disputes will only be resolved through binding dispute resolution. And yet, despite the repeated concerns about workload raised by UTFA's membership in round after round of negotiations, interest arbitrators have routinely remitted workload to the parties to address through negotiations. This circularity has given the Administration little incentive to bargain workload in any serious fashion. UTFA submits that this pattern of complacency can be broken in this round on very simple terms. UTFA's workload proposals do not amend the *status quo*. Rather, they give meaning to the *status quo* and ensure that the *status quo* is enforced and known to members.

WORKLOAD GRIEVANCES HAVE INCREASED DRAMATICALLY

The demands of UTFA members for meaningful improvements in working conditions with respect to workload must be taken seriously.

In the previous round of bargaining, Arbitrator Gedalof declined to award a majority of the Association's workload proposals because, in part, the Association had adduced limited evidence of demonstrated need for what he deemed a significant alteration to the *status quo*:

The Association asserts that the WLPP has been ineffective. But prior to the last round of interest arbitration, there had only ever been two such complaints. Since then, I have been advised of none. It is difficult to square the lack of any complaints under the existing provisions with the asserted crisis that the Association asserts is reflected in its survey of its membership.¹⁶

After the Gedalof Award, the Association understood that if violations of the WLPP were not formally grieved, this would be taken to mean that UTFA members were not serious about the workload concerns that they were raising round after round. Since the Gedalof Award was issued on September 6, 2023, UTFA and its members have filed 10 grievances alleging multiple violations of the MOA and WLPP: six (6) Association Grievances, two (2) Group Grievances, and two (2) Individual

¹⁶ [Gedalof Award](#) at para 134.

Grievances.¹⁷ In particular, the two Group Grievances dealt with allegations by UTFA members that the Administration was interfering with the right of UTFA members to make important amendments to Unit Workload Policies at the unit level.

To be clear, UTFA's position is that demonstrated need does not need to be established if a proposal is consistent with sector norms and does not represent a significant departure from established practice or the *status quo*.¹⁸ For the reasons outlined below, UTFA's proposal to have Unit Workload Policies state the pre-determined balance between teaching, research, and service (and state that balance on workload assignment letters) is both consistent with sector norms and is in no way a reformation of the way the parties have always understood workload. The parties agree there must be a balance between teaching, research, and service. UTFA is proposing an articulation of the balance, determined in a decentralized way, at the unit level, using a shared nomenclature that is known within the sector.

THE ASSOCIATION'S PROPOSAL IS NORMATIVE

Distribution of Effort ("DOE")—the heart of the Association's proposal—is a turn of phrase in the university sector that means nothing more than identifying the normative balance between the three principal components of a faculty member's workload: teaching, research, and service.¹⁹

Under the Memorandum of Agreement between the parties, these widely recognized components of workload in academia are explicitly named as the core elements of a faculty member's professional obligations at the University of Toronto:

A faculty member's professional obligations and responsibilities to the University of Toronto shall encompass (i) teaching; (ii) research, scholarly or creative activity; (iii) service to the University of Toronto.²⁰

Under the WLPP, each unit must determine the balance among the three principal components of a faculty member's workload:

Subject to any requirements in Article 8 of the MOA and the WLPP, individual units shall determine the balance amongst the three principal components of a faculty member's activities: teaching, research, and service.²¹

Determining the balance amongst the three principal components of workload is essential because each component places competing demands on a faculty member's

¹⁷ For reasons of confidentiality, copies of the grievances will be provided to the Arbitrator and the Administration separately.

¹⁸ See [Participating Hospitals and OPSEU](#), dated November 4, 2009 (Gray); *Ajax Professional Fire Fighters Association v. Ajax (Town of)*, [2013 ONSC 7361](#); *Bradgate Arms v United Food and Commercial Workers, Local 175*, [2022 CanLII 8995 \(ON LA\)](#).

¹⁹ For librarians at [WLPP](#) section 8.0: professional practice, research and scholarly contributions, and service. The Association's proposal on DOE and rationale for the proposal on DOE include those sections of the WLPP that concern the three principal components of a librarian's workload.

²⁰ [MOA](#) at Article 5 [emphasis added].

²¹ [WLPP](#) at section 4.0 [emphasis added].

energy, attention, or time. In academia, where hours of work are almost entirely undefined, knowing the balance among the three principal components is one of the few ways faculty members and librarians can frame and organize their professional time and energy. For both faculty members and librarians, the MOA states that professional obligations and responsibilities “shall encompass” the three components of workload. When obligations and responsibilities are encompassed, they are demarcated, delineated, and contained. They are not boundless.

The Association’s proposal is intuitive and simple. After each individual unit determines the balance amongst the three principal components (which is already required within the WLPP), the unit will inform faculty members of what that balance (or “DOE”) between the three principal components was determined to be. The balance will be known.

Specifically, the Association proposes that:

- (i) the balance between teaching (or, in the case of Librarians, professional practice), research, and service—as determined by each unit—be transparently stated in the Unit Workload Policy of that unit, and
- (ii) annual workload assignments state the balance between teaching/professional practice, research, and service that is expected of the faculty member/librarian.

i. State the Balance in the Unit Workload Policy

To re-emphasize the point: the WLPP already requires each unit to determine the balance between the three principal components of workload and to create and maintain a Unit Workload Policy that includes “workload norms, standards or ranges”.²² The Association’s proposal protects the flexibility of each unit and Unit Workload Committee to develop its own Unit Workload Policies with its own DOE norm or standard.

While flexibility is critical, the discretion of each individual unit to develop its own Unit Workload Policy has never been entirely unfettered. Section 2.1 of the WLPP states that the norms, standards or ranges in the Unit Workload Policy must be appropriate to the unit and consistent with the terms of the WLPP.²³ In other words, the terms of the WLPP provide standardized directions, and individual units then develop their own workload policies in accordance with those directions. The Association’s proposal includes a direction in the WLPP that if a unit does not state the determined balance in its Unit Workload Policy, a baseline DOE will apply:

²² [WLPP](#) at section 2.1.

²³ [WLPP](#) at section 2.1 [emphasis added].

- 40% teaching, 40% research,²⁴ and 20% service for the unit's tenure stream faculty members;
- 60% teaching, 20% research,²⁵ and 20% service for the unit's teaching stream faculty members; and
- 80% professional practice, 10% research, and 10% service for librarians (in the librarian unit workload policy).*

**n.b.* at present, the proposed baseline DOE would not apply to librarians because librarians have already taken the progressive step of determining and stating their collegially determined DOE in the Librarian Workload Policy – University of Toronto.²⁶

Specification of DOE for workload transparency is a normative practice within the university sector and the proposed baseline percentage breakdowns for tenure stream faculty members are broadly consistent with specified DOEs in the sector.²⁷ A comparative baseline of 40% teaching, 40% research, and 20% service for tenure stream faculty members, and 60% teaching, 20% research, and 20% service for teaching stream faculty members is also consistent with other faculty agreements where a distinction is drawn between the two streams.²⁸

However, unlike the mandated DOEs at many other institutions, the Association's proposal does not impose an inflexible DOE on any academic unit or individual member. Every academic unit at the University of Toronto is free to paint outside of the baseline DOEs listed above. The baselines are included in the WLPP to ensure the balance between the three principal components of workload is known to every faculty member and librarian, in every unit. This will assist the Administration in fulfilling its commitments under section 1.2 of the WLPP to ensure that "comparable work will be weighed in the same manner" and to "a transparent process of workload allocation within a unit, based on decisions made in accordance with criteria that are

²⁴ Article 5 of the [MOA](#) refers to this component of workload as "research, scholarly or creative activity"; Consistent with the [MOA](#), the [WLPP](#), at section 7.2 defines scholarship in the Teaching Stream as "any combination of discipline-based scholarship in relation to or relevant to the field in which the faculty member teaches, the scholarship of teaching and learning, and creative/professional activities. Teaching stream faculty are entitled to reasonable time for pedagogical/professional development in determining workload as set out in paragraph 30(x)(b) of the PPAA * *e.g., discipline-based scholarship in relation to, or relevant to, the field in which the faculty member teaches; participation at, and contributions to, academic conferences where sessions on pedagogical research and technique are prominent; teaching-related activity by the faculty member outside of his or her classroom functions and responsibilities; professional work that allows the faculty member to maintain a mastery of his or her subject area in accordance with appropriate divisional guidelines".

²⁵ *Ibid.*

²⁶ [Librarian Workload Policy – University of Toronto](#), approved by the Vice-Provost, Faculty and Academic Life, December 16, 2020.

²⁷ The 40%/40%/20% breakdown is present in collective agreements at Guelph, Brock, Renison, Laurentian, and Huron: [UFGA, Collective Agreement](#) at article 18.13; [BUFA, Collective Agreement](#) at article 24.03; [RUC-RAAS, Collective Agreement](#) at article 17.1; [LUFA, Collective Agreement](#) at article 5.40.2; [HUCFA, Collective Agreement](#) at article 3.6.

²⁸ The 60%/20%/20% breakdown for teaching stream is present in the Brock collective agreement: [BUFA, Collective Agreement](#) at article 24.04.

known to members within that unit”.²⁹ Faculty members and Librarians require a common language tool to assess their workloads and ensure those workloads align with the determined norms, standards, or ranges of their units. While units are already required to determine the balance between the three principal components, they are not required to state that balance. By omitting that balance, members are left to interpret vague descriptions of workload expectations without any central metric to weigh their work.

For example, some Unit Workload Policies at the University of Toronto grant faculty members teaching reductions for “extraordinary” service.³⁰ However, the Policies in question do not include any definition of what constitutes “ordinary” service, let alone “extraordinary”. For other units, “carrying a higher than normal service load” can provide a basis for a reduced teaching workload,³¹ but “normal service” is undefined. Without a baseline for what is normal, faculty members are left guessing as to their eligibility for such a redistribution of workload.

Importantly, the Association’s proposal protects the autonomy of individual units, while also bringing clarity to the central policy (WLPP). It enables discrete units to retain control and independence in setting workload norms, standards, and ranges. If a unit has already determined its balance of the principal workload components, as is required by the WLPP, stating it in the Unit Workload Policy is nothing more than housekeeping. The proposed baseline DOEs would only apply if a unit did not state its DOE balance, despite the existing obligation to determine the balance. The baseline DOEs would be immediately displaced if the unit ever opted to state the DOE in the unit workload policy, as required.

The Association’s proposal for baseline DOEs in the WLPP, in the event that they are not stated in the Unit Workload Policy, is a necessary safeguard for both individual members and Unit Workload Committees. While some units have already taken the initiative to state their expected balance by using the language of DOE,³² others have been prevented from doing so by the direct intervention of the Administration. For example, the Unit Workload Committee in the Department of Curriculum Teaching and Learning at OISE recently submitted a proposal for revision to their Unit Workload Policy that included DOE (40-40-20 for Tenure Stream and 60-20-20 for Teaching Stream). The Administration rejected the unit’s DOE proposal and explicitly directed the Unit Workload Committee to delete the section that included DOE in its entirety.³³ This interference is consistent with the Administration’s practice of discouraging units from developing and including DOE language in their Unit Workload Policies. In a 2015 presentation by the Office of Faculty and Academic Life, the Administration

²⁹ [WLPP](#) at section 1.2 [emphasis added].

³⁰ [David A. Dunlap Department of Astronomy & Astrophysics Unit Workload Policy](#) (July 1, 2024).

³¹ [Biochemistry, Temerty Faculty of Medicine Unit Workload Policy](#) (July 1, 2024).

³² The [Rotman School of Management Unit Workload Policy](#) specifies that service loads normally should not exceed 20% of an appointment unless special arrangements have been made. The [Librarian Workload Policy](#) state that Librarians will normally spend approximately 10% - 20% of their time on a combination of service, research and scholarly contributions. The remaining workload (80% - 90%) will consist of professional practice for the Library.

³³ [Detailed Reasons for rejecting proposed 2024 CTL Unit Workload Policy](#).

noted that a “Best Practice: Balance Between Teaching, Research and Service” is to “[a]void quantitative breakdowns of teaching, research, service (e.g. 40/40/20 or 80/20)”.³⁴

For all of these reasons, determining the balance and stating the balance are in the hands of the units, with DOE failsafes in the WLPP if the balance is not stated. The Administration will be disincentivised from interfering in unit by unit attempts to state the DOE balance knowing that, if DOE is not stated, the baseline DOEs in the WLPP will be in effect.

ii. State the Balance in the Workload Assignment

Finally, the Association’s proposal requires that the balance between the three principal components of workload be included in the annual workload assignment. The stated balance must rationally correspond to the details of the work items that are assigned.

This stipulation is entirely consistent with the existing commitment made by the Administration under section 1.2 of the WLPP to: “[w]orkload allocation that will comprehensively take into account the full scope of activities and expectations of a member of a unit, commensurate with the 3 principal components of a faculty and librarian member’s appointment”.³⁵ The ordinary meaning of commensurate is “corresponding in size, extent, amount, or degree”.³⁶

In practice, including DOE in a workload assignment would typically involve nothing more than re-stating the DOE that was determined by the unit to be the unit norm and as stated in the Unit Workload Policy. The actual work assigned should measure up against that norm. However, Section 2.17 of the WLPP recognizes that variations from the norm do occur and should be identified and explained in the workload assignment:

Where an individual member’s assignment is materially different from the unit’s workload norms, standards, or ranges, the variation and the reason for it should be identified in the individual member’s written assignment of workload, subject to any accommodation agreements.³⁷

This existing WLPP requirement implies the use of some measure that allows the Administration to identify a workload assignment that deviates from the unit norm, standard, or range. The language proposed by the Association that DOE be “rationally connected” to work assigned connects the shared language of DOE with the existing practice.

Note, however, under the current WLPP language, when a variation exists, the reasons for the variation should be stated. The Association submits that the variation,

³⁴ [Revising Your Unit Workload Policy](#), J. Harrison & J. Weinrib, dated September 2015, slide 8.

³⁵ [WLPP](#) at section 1.2 [emphasis added].

³⁶ “[Commensurate](#)” Merriam-Webster Dictionary, accessed September 20, 2024.

³⁷ [WLPP](#) at section 2.17 [emphasis added].

and the reason for it, must be stated in the workload assignment for the Administration to fully meet its commitment to “a transparent process of workload allocation within a unit” and “a fair, reasonable, and equitable distribution of workload”.³⁸

THE ASSOCIATION’S PROPOSAL IS CONSISTENT WITH THE ADMINISTRATION’S CURRENT PRACTICES

The Administration understands how balances work in academia and is already engaged in the practice of delineating the workload of UTFA members in the language of DOE. For example, under the WLPP, UTFA members are supposed to receive their written assignments of workload by no later than June 30 of the academic year preceding the academic year of the assignment. This assignment must include the member’s percentage appointment and “details” of teaching and service. A “percentage appointment” can refer to the member’s FTE. A member may receive a 75% FTE appointment, in which case their workload must reflect 75% of the workload of a 100% FTE. Percentage appointment can also refer to cross-appointments, where the appointment of a member in more than one unit is expressed in percentages. A member may, for example, hold a 49% appointment in the Department of Anthropology and a 51% appointment in the Department of History. The workload of such a member, according to the WLPP, must be delineated based on these percentages:

Faculty members holding budgetary cross-appointments to more than one unit should be assigned teaching and university service duties in a manner consistent with their percentage appointment in each unit.³⁹

The requirement that the Administration assign teaching and service “in a manner consistent with the member’s percentage appointment” is entirely consistent with the Association’s proposal that the DOE stated in a member’s annual workload assignment “rationally correspond to the member’s details of teaching and service”. This is hardly a radical departure from the calculus the Administration is already required to perform when assigning workload. If the Administration is doing what it already should be doing, stating the DOE requires little to no extra effort.

Lastly, the Administration provides members with a letter looking back at the previous academic year (around the same time members receive workload assignments for the coming academic year) that informs members how their performance in the past year was evaluated. That performance (the fruits of the member’s “efforts”) over the past year is evaluated in the language of DOE. These letters, known as PTR Assessments⁴⁰, are what determine additional base salary increases for members year-to-year (in addition to any ATB). In these letters, teaching and service are weighted through percentages and, importantly, if a member’s teaching and service in a given year deviated from the “norms” in a unit, that deviation is also expressed in percentages.

³⁸ WLPP at section 1.2.

³⁹ WLPP at section 6.0 [emphasis added].

⁴⁰ Or, for librarians, Performance Assessments.

For example, in one faculty PTR letter from 2024, the Administration states that:

For most tenure-stream faculty, research and teaching make up 40% of the total assessment, while service represents the other 20%, unless other arrangements have been made for special circumstances. For teaching stream faculty teaching is 50%, pedagogical/professional development make up 30% of the total assessment and service the remaining 20%.

Here the Administration is explicitly stating, at the end of the year, that their measure of a member's achieved work is assessed by viewing the member's work through a DOE lens. In the example just given, the balance between teaching, research, and service was determined to be 40%-40%-20% for tenure stream and 50%-30%-20% for teaching stream. Importantly, in the same letter referred to above, the member in question had taken on an extraordinary service load in the last academic year and so their individualized PTR was assessed using a DOE lens of 20% teaching, 20% research, and 60% service. It is unfathomable that a member can be evaluated at the end of the academic year, based on a balance of teaching, research, and service that was unstated at the beginning of the academic year.

All that UTFA is proposing is that the balance between teaching, research, and service be stated at the front end of the academic year in the individual workload assignment and not simply introduced to the member at the back end. This will ensure that members are not evaluated on what they have achieved without first having been told how they are expected to achieve it.

THE ASSOCIATION'S PROPOSAL IS CONSISTENT WITH WORKLOAD LANGUAGE IN THE SECTOR

The Association's proposal is drawn from common sense, and from other faculty and librarian groups in the academic sector that have taken similar steps to improve workload transparency through DOE.

For example, the University of Waterloo requires the weight between the three principal workload components to be specified in a member's letter of appointment; where the workload balance is not specified, a Memorandum of Agreement between the parties stipulates a default balance of 40% teaching, 40% research, 20% service (for professorial positions).⁴¹ The University of Guelph also requires a DOE for each member to be defined in their letter of appointment and, unless otherwise agreed to by the Dean and the member, the default distribution is 40% teaching, 40% scholarship, and 20% service.⁴² Thus, like UTFA's current proposal, the Administration has discretion to set the appropriate workload balance for each individual member; however, that balance is clear and knowable for each member and, in its absence, an identified baseline DOE is available to the member.

⁴¹ Memorandum of Agreement between the Faculty Association of the University of Waterloo and the University of Waterloo, [September 1, 2024](#), at Article 13.5.5.

⁴² The University of Guelph and the University of Guelph Faculty Association, Collective Agreement, [July 1, 2022 to June 30, 2024](#) at Article 18.11-18.13.

The University of Western Ontario similarly addresses workload balance. The collective agreement defines the balance of the three workload components relative to one another:

- 1.1 Subject to the provisions of Clause 2 of the Article Alternative Workload, the Normal Workload, as defined in this Article, of Probationary or Tenured Members shall balance Teaching, Research and Service such that the commitment of activity in each of Teaching and Research shall be approximately equal and each shall be greater than in the area of Service. For Probationary and Tenured Members whose Teaching component of Workload constitutes at least thirty per cent of Academic Responsibilities, the credit given for the amount of graduate supervision shall not be such that it eliminates all of the Member's other Academic Responsibilities in the area of Teaching.
- 1.2 Subject to the provisions of Clause 2 of the Article Alternative Workload, the Normal Workload, as defined in this Article, of Probationary or Continuing Appointment on the Teaching Scholar Track shall balance Teaching, Scholarship Activities and Service such that the commitment of activity in each of Scholarship Activities and Service shall be approximately equal. ⁴³

It is thus fully consistent with what is normative in the sector to award the language proposed by the Association. The Association's proposal will enhance workload transparency, while maintaining the discretion of academic units to determine the appropriate workload across the unit and for each individual faculty member or librarian.

⁴³ University of Western Ontario and the University of Western Ontario Faculty Association, Collective Agreement, [July 1, 2022 to June 30, 2026](#) at Workload, Articles 1.1-1.2.

PROPOSAL #2 – SALARY

1) SPECIAL ADJUSTMENTS TO SALARY FLOORS

a) Librarian Salary Minimums

Rank	July 1, 2022 (expired)	June 30, 2023 (prior to July 1, 2023, ATB)
Librarian I	\$76,403	-----
Librarian II	\$79,720	\$85,500
Librarian III	\$102,023	\$102,023
Librarian IIII	\$120,209	\$120,209
Librarian IV		\$135,836

b) Faculty Member Salary Minimum

Rank	July 1, 2022 (expired)	June 30, 2023 (prior to July 1, 2023, ATB)
Professor	\$117,007	\$117,007
Assistant/Associate Professor, Teaching Stream	\$96,305	\$96,305
Associate Professor, Tenure Stream	\$87,154	\$87,154
Assistant Professor, Tenure Stream	\$71,027	\$71,027
Faculty	N/A	\$120,000

2) ACROSS-THE-BOARD (“ATB”) INCREASE

DATE	ATB
July 1, 2023	6.0%
July 1, 2024	4.5%
July 1, 2025	TBD

ATB increases applied to:

- Base Salary
- Salary Floors
- Progress Through the Ranks (“PTR”) Breakpoints
- Amount in PTR fund per Full-Time Equivalent (“FTE”) below Breakpoint
- Amount in PTR fund per FTE above Breakpoint
- Overload Stipends
- Stipends for UTFA Academic Admin roles (ex. Chairs, Associate Chairs, etc.)
- Other components of salary “at large” (ex. forgivable loans, stipends for non-Academic Admin chair roles, etc.)

3) SPECIAL ADJUSTMENT TO PTR

Increase the PTR pool (to 2.5% of total wages), applied proportionately by way of (i) upward adjustments to tenure stream, teaching stream, and librarian breakpoints, and (ii) upward adjustments to the amounts per FTE above and below the adjusted breakpoints.

EMPLOYER POSITION

Across-the-Board ("ATB") Increase

DATE	ATB
July 1, 2023	2.0%
July 1, 2024	1.8%

ASSOCIATION RATIONALE

OVERVIEW

The Association's salary proposal has three components.

First, the Association seeks to modernize faculty and librarian salaries by adjusting the salary floors to better align with true salaries.

Second, the Association proposes a 6.0% across-the-board increase on July 1, 2023, and a 4.5% increase on July 1, 2024. Both increases are wholly justified by the need to correct lagging inflation catch-up and to maintain the University of Toronto's top of market status.

Finally, the Association seeks to increase the PTR pool to 2.5% of total wages, which is consistent with the history of the PTR pool as a percentage of total wages that is redistributed to UTFA members for the purpose of compensating career progress, promotion, and experience.

Given its place at the very top of the academic sector, the University of Toronto has no true within-sector comparators. As the sector leader, University of Toronto faculty members and librarians can never be held "hostage to the bargains of [their] colleagues at other institutions."⁴⁴ In terms of both excellence and output, University of Toronto faculty members and librarians are comparable to none. While the collective agreements and outcomes of negotiations at other academic institutions provide context and are evidence of sector norms, UTFA must stand alone in its efforts to maintain its sector superiority, in all respects.

⁴⁴ [University of Toronto and University of Toronto Faculty Association, unreported, October 5, 2010](#) ["Teplitsky Award"] at p 11.

Because UTFA is the sector leader, and not a follower, the outcomes of other sector-leading professional groups are useful, if not perfect, cross-sector comparators. Unsurprisingly, these sector-leading groups are typically located in the Greater Toronto Area, such as Toronto Firefighters and Toronto Police. These sector leaders experience similar cost of living pressures in Ontario's most populous, prosperous, and expensive city.

UTFA makes reference, throughout the Brief, to within-sector groups and cross-sector comparators for context and to highlight shortfalls, but always with the understanding that these groups are, collectively, a tail that can never wag the dog.

With this caveat in mind, the Association's proposed salary package is well supported by the evidence and the principles of replication, gradualism, recruitment and retention. The proposals should be awarded in their entirety.

1) PROPOSED SPECIAL ADJUSTMENTS

The Association proposes special adjustments to the salary grids by raising the salary floors for librarians and faculty.

According to the Academic Administrative Procedures Manual ("AAPM"), each year, minimum salary ranges are determined in relation to the ATB increases that are awarded.⁴⁵ In theory, minimum salary floors are intended to ensure that the salaries of faculty members and librarians never fall below the specified threshold. In reality, the existing salary floors are completely out of step with true wages and the University's world-class status.

As demonstrated by the data below, the Association's proposal to raise the salary floors will benefit the lowest-paid members of the Association at very little cost to the Administration. This is, essentially, a modernization proposal which will bring the salary grids in line with true salaries.

i. Librarians

The salary floors for University of Toronto librarians must be updated. The current floors fall below entry-level minimum salaries at other universities, which means the University of Toronto does not appear to be top of market in its published salary grid.

Background – Librarians at the University of Toronto

The Administration employs approximately 164 librarians, in a four-rank structure:

⁴⁵ Academic Administrative Procedures Manual, "[Academic Salary Administration](#): Salary Increase Components": [AAPM].

<i>Rank</i>	# of Librarians
I	12
II	27
III	107
IV	17
Total	164

Librarian is a historically 'female' occupation and the University of Toronto is no different in this regard. Most librarians at the University of Toronto are women. Job postings for librarians use feminized language, particularly those for Librarians I and II.⁴⁶ The University of Toronto primarily hires librarians at these lower ranks, leading to more experienced individuals being hired at a lower level, which serves to depress the wages for the University's librarians overall. Other factors also contribute to lower salaries and the perpetuation of gender inequities in this field, including the downplaying of increased responsibilities such as instructional responsibilities. The overall result is a systemic, gender-based, devaluation of librarian work.⁴⁷

Current Salary Grid

The current Librarian salary minimums are as follows:

Rank	July 1, 2022 (expired)
Librarian I	\$76,403
Librarian II	\$79,720
Librarian III	\$102,023
Librarian IV	\$120,209

A number of observations about these minimums are warranted.

First, the salary floors are excessively low. They are lower than the listed entry-level minimum salaries at other non-leading institutions. For example, these salary floors place the University of Toronto behind Trent University in librarian entry-level salaries:

⁴⁶ Guenther Lomas, Jessica Shiers, Harriet M. Sonne de Torrens, Joanna Szurmak and Meaghan Valant, "Perpetuating a Gendered Profession: An Empirical Deconstruction of the Job Openings for Academic Librarians at the University of Toronto from 1985 to 2021" in [Academic Librarianship in Canada: Post-COVID Perspectives in a Neoliberal Era](#) (California: Litwin Press & Library Juice, 2024).

⁴⁷ *Ibid.*

Librarian Rank	University of Toronto (July 1, 2022)	Trent University (salary as of July 1, 2022)⁴⁸	Trent University (salary as of July 1, 2023)	Trent University (salary as of July 1, 2024)
I	\$76,403	\$84,462	\$88,519	\$91,174
II	\$79,720	\$90,683	\$95,038	\$97,889
III	\$102,023	\$103,135	\$108,088	\$111,330
IV	\$120,209	\$118,695	\$124,395	\$128,127

The entry-level salary minimum at Trent University was more than \$8,000 higher than at the University of Toronto as of July 1, 2022, which runs directly contrary to the accepted principle (discussed further below) that the University of Toronto must lead the sector.

There are several other so-called “U15” universities with higher salary floors for at least one librarian rank (particularly University of Saskatchewan, which has a higher salary floor for Librarian I, II, and III):

Rank	University of Toronto (July 1, 2022)	University of Saskatchewan as of July 1, 2022⁴⁹	University of Calgary as of July 1, 2022⁵⁰	University of Alberta July 1, 2020 to March 31, 2023⁵¹	University of Guelph 2022-2023⁵²
I	76,403	83,148	64,768	62,231 86,167	74,424
II	79,720	99,945	76,292	87,744	80,269
III	102,023	120,102	84,674 123,175	102,364	89,841
IV	120,209				

⁴⁸ [Collective Agreement](#) between the Board of Governors on Behalf of Trent University and the Trent University Faculty Association, expiring June 30, 2025.

⁴⁹ [Collective Agreement](#) between the University of Saskatchewan and the University of Saskatchewan Faculty Association, expiring June 30, 2023, at page 56. These values were calculated based on the extension of the collective agreement to 2022-2023. The ATB increase of 1.8% was applied to the salary floors for 2021-2022. Saskatchewan uses the following librarian rankings: Assistant Librarian, Associate Librarian, Librarian (in ascending order).

⁵⁰ [Collective Agreement](#) between the Faculty Association of the University of Calgary and the Governors of the University of Calgary, expiring June 30, 2024, at page 144. Calgary uses the following librarian rankings: Assistant Librarian, Associate Librarian, Librarian (in ascending order). The “Librarian” rank has 2 distinct salary floors.

⁵¹ [Collective Agreement](#) between the Governors of the University of Alberta and the Association of the Academic Staff of the University of Alberta, expiring June 30, 2024, at page 195. The University of Alberta lists two salary floors for the Librarian I position.

⁵² [Collective Agreement](#) between the University of Guelph and the University of Guelph Faculty Association, expiring June 30, 2024, at page 160. Guelph uses the following librarian rankings: Assistant Librarian, Associate Librarian, Librarian (in ascending order).

The evidence is clear that the current librarian salary grid at the University of Toronto fails to properly reflect that UTFA librarians are the most qualified and skilled in the country.

Second, in addition to being too low, the current salary minimums poorly reflect how librarians at the University of Toronto are actually paid. In reality, most librarians receive salaries higher than the floor of their respective rank. Indeed, as noted below, many librarians earn a salary higher than the minimum of the next rank. This presents a clear problem for the Administration from an optics and recruitment perspective. The salary minimums are published on the Administration's website and available to prospective job applicants. There is no justifiable reason to maintain these low, and misleading, salary floors.

Finally, the current salary floors are distributed unevenly. The progression of salary minimums through the librarian ranks has no apparent logic. As of July 1, 2022, the separation between salary floors at Level I and Level II is approximately 4.3%. This means that a librarian who advances from Level I to Level II may well receive no salary increase if their base salary was already negotiated above the minimum or had already increased beyond the Level II salary floor as a result of prior ATB and PTR increases.

This is reflected in the most recent salary data for University of Toronto librarians. A significant percentage of librarians earn a higher salary than the minimum of the next rank:

Rank	% earning more than floor of next rank
Librarian I	50%
Librarian II	15%
Librarian III	65%

Association Proposal

To address these concerns, the Association proposes to both raise the salary floors and smooth the progression through the four librarian ranks. Specifically, the Association proposes to eliminate the minimum salary at the first rank, to slide each rank down one level on the salary grid (the former Level II salary floor becomes Level I, the former Level III becomes Level II, and so on), and to add a new minimum salary for the highest rank, such that the Level IV floor is 13% higher than Level III, consistent with the progression between Levels I and II. As a result, the new salary minimums (before the July 1, 2023 ATB) would be as follows:

Rank	July 1, 2022 (expired)	June 30, 2023
Librarian I	\$76,403	-----
Librarian II I	\$79,720	\$85,500
Librarian III II	\$102,023	\$102,023
Librarian IV III	\$120,209	\$120,209
Librarian IV		\$135,836

This proposal maintains the current four rank structure. It brings the entry-level minimum salary at Level I to \$85,500 (prior to July 1, 2023 ATB), bringing it slightly above the starting salary at Trent University and thus restoring the University of Toronto as the sector leader at the entry level.

The above adjustments would be effective June 30, 2023, and would increase annually to match the ATB increases negotiated between UTFA and the Administration (see ATB proposal, below).

This proposal will benefit the lowest-paid librarians in the Association, at very little real cost to the University. If the Association's ATB proposal is awarded, only a small number of librarians will fall below the new proposed salary minimums. As a result, the total cost of this proposal is only \$282,000 (or 0.04% of total compensation):

Rank	# below proposed salary minimum	Cost to bring those below up to proposed salary minimum
Librarian I	9	\$17,602
Librarian II	19	\$124,192
Librarian III	26	\$140,250
Librarian IV	0	\$0
TOTAL	54	\$282,044

ii. Faculty Members

The current salary floors for faculty members, like librarians, are out of step with reality. They are also well below the salary minimums at other universities, again jeopardizing the University of Toronto's position as the sector leader. A single salary floor that corresponds to real wages is a common sense and low cost adjustment that benefits both the University Administration and UTFA's most vulnerable members.

Current salary minimums

The salary minimums for faculty members listed in the AAPM have lost all touch with reality and do not reflect the status of University of Toronto faculty as "top of market".

The current minimums listed in the AAPM are as follows:

Rank	July 1, 2022
Professor	\$117,007
Assistant/Associate Professor, Teaching Stream	\$96,305
Associate Professor, Tenure Stream	\$87,154
Assistant Professor, Tenure Stream	\$71,027

These salary floors are inexplicably low. The University of Toronto lags behind several other universities in published salary minimums:

2022-2023

Rank	University of Toronto July 1, 2022 (expired)	Western University as of July 1, 2022	University of Waterloo as of May 1, 2022	University of Ottawa as of May 1, 2022	McMaster University 2022-2023	Queen's University as of July 1, 2022
Professor	\$117,007	\$122,511	\$136,785	\$117,687	\$129,741	N/A
Associate Professor	\$87,154	\$101,219	\$107,368	\$98,019	\$105,176	N/A
Assistant Professor	\$71,027	\$88,936	\$85,307	\$88,735	\$84,272	\$76,861
Assistant/Associate Professor, Teaching Stream	\$96,305					

2023-2024

Rank	University of Toronto July 1, 2022 (expired)	Western University as of July 1, 2023	University of Waterloo as of May 1, 2023	University of Ottawa as of May 1, 2023	McMaster University 2023-2024	Queen's University as of July 1, 2023
Professor	\$117,007	\$126,186	\$138,153	\$118,864	\$131,038	
Associate Professor	\$87,154	\$104,256	\$108,442	\$98,999	\$106,228	
Assistant Professor	\$71,027	\$91,831	\$86,160	\$89,622	\$85,115	\$79,167
Assistant/Associate Professor, Teaching Stream	\$96,305					

Like the salary floors for librarians, these faculty member minimums bear virtually no relationship to the salaries actually earned by faculty members at the University of Toronto. As a result, they present the same optics and recruitment problem for the University Administration. By setting this weak public-facing standard for faculty member salaries, the University does itself and its faculty members a disservice and may hinder the ability of the University to attract the best and brightest candidates.

Finally, the existing differences between the salary floors based on appointment type and rank bear no correlation to the way in which faculty members are actually paid, making the distinction both arbitrary and unnecessary.

Association proposal

The Association’s proposal is to eliminate these obsolete and fictitious salary floors and move to a single salary floor for faculty members that is far more reflective of actual salaries being paid:

Rank	July 1, 2022	June 30, 2023
Professor	\$117,007	\$117,007
Assistant/Associate Professor, Teaching Stream	\$96,305	\$96,305
Associate Professor, Tenure Stream	\$87,154	\$87,154
Assistant Professor, Tenure Stream	\$71,027	\$71,027
Faculty		\$120,000

This proposal improves the Administration’s ability to attract new faculty by publicizing and guaranteeing a competitive salary floor.

The Association’s proposal will primarily benefit the lowest paid and most precarious faculty members, very few of whom (less than 5% of the total membership) would fall below the proposed salary floor if the Association’s proposal were awarded:

Appointment Type/Rank	# below proposed salary minimum	Cost to bring those below up to proposed salary minimum
Professor (Tenure Stream)	1	\$5,201
Assistant/Associate Professor (Tenure Stream and Teaching Stream)	168	\$1,240,652
TOTAL	169	\$1,245,853

While this adjustment has the potential to benefit the lowest-paid faculty members, it does so at very little cost to the Administration. The adjustment amounts to no more than 0.4% of total wages. The adjustment is so minimal that this proposal to modernize the faculty salary floor is akin to a 'housekeeping' item. At the same time, it accords much better with the University of Toronto's public face as the premier research and higher learning institution in Canada and one of the top-ranking universities in the world.

Like the special adjustment for librarians (above), this adjustment would occur prior to any ATB increase on July 1, 2023. ATB increases must be applied on July 1, 2023, and annually thereafter, as specified in the AAPM.

2) ACROSS-THE-BOARD INCREASES

The two principles guiding the ATB negotiations between the parties are well established.

First, University of Toronto faculty members and librarians are to be compensated at "top of market".

Second, but equally important, ATB increases must track inflation to protect against a loss of spending power.

In addition to these two principles, as the leaders of the academic sector, University of Toronto faculty members and librarians have no true comparators in the same sector. The outcomes achieved by other top of market professional groups in Toronto⁵³ are stronger indicators of what it means to be the sector leader on wages.

In light of these considerations, the Association proposes the following ATB increases, applied to all salary items:

DATE	ATB
July 1, 2023	6.0%
July 1, 2024	4.5%

The wages of faculty members and librarians at the University of Toronto have several components, all of which contribute to total salary. These components include:

1. Base Salary
2. Salary Floors/Minimums
3. PTR
4. Overload Stipend (Per Course)
5. Compensation "at-large" (i.e. other stipends, forgivable loans etc.)

⁵³ Such as Toronto Police and Toronto Firefighters.

Base Salary is a faculty member or librarian's guaranteed annual salary. A faculty member or librarian's Base Salary may match one of the **Salary Floors** listed in the AAPM;⁵⁴ however, Base Salary can be anything that does not fall below the minimum Salary Floor.

PTR is merit and promotion pay that is costed using two measures: the "Breakpoint" and PTR Funds below/above Breakpoint.⁵⁵ The Breakpoint is a salary mark that a faculty member or librarian's Base Salary will fall either above or below. The PTR Funds below and above the Breakpoint are used to upwardly adjust Base Salary when PTR is awarded. The amount a faculty member or librarian's Base Salary will increase (when PTR is awarded) is affected by whether the individual's Base Salary falls above or below the Breakpoint. Salaries above the Breakpoint receive smaller Base Salary increases through PTR awards.

The **Overload Stipend** is the per-course overload rate. It is the minimum rate to be paid to faculty with full-time appointments and retired members with a course overload.⁵⁶

Compensation "at-large" refers to remuneration that is part of a faculty member or librarian's salary package that does not fit into any other wage category. These include (but are not limited to) forgivable housing loans and stipends that are not attributable to any teaching overload.

In order to protect both "top of market" status and the spending power of every dollar earned, incremental ATB improvements to Base Salaries must be accompanied by equal incremental improvements to Salary Floors (after special adjustments), PTR Breakpoints, the PTR funds below and above Breakpoints, the Overload Stipend, and any other measurable component of salary, such as housing loans and non-overload stipends (e.g. chairs' and associate chairs' stipends).

UTFA's ATB proposals for years one and two are consistent with a cumulative approach that looks back to the "prior year" of inflation (July 2022 - June 2023 for year one, and July 2023 - June 2024 for year two) and accounts for the cumulative erosion of wages in the three years prior to this agreement (July 2019 - June 2022).

The Association's proposal also affirms the University of Toronto's status as the sector leader and aligns with ATB outcomes for similarly situated "top of market" groups in Toronto.

i. Top of Market

The expectations, workload, and performance of faculty members and librarians at the University of Toronto exceed those of any other academic institution in Canada

⁵⁴ AAPM, "[Academic Salary Administration](#): Salary Ranges".

⁵⁵ AAPM, "[Academic Salary Administration](#): Progress Through the Ranks (PTR): Overview". Note: the amounts listed in the AAPM does not include the 5% set aside for allocation through the 5% merit pool.

⁵⁶ AAPM, "[Academic Salary Administration](#): Overload Stipend Rate".

and most of North America. The wages of faculty and librarians at the University of Toronto must reflect that reality.

Over the past several rounds of negotiations, the Association has been clear that its members are meeting and exceeding high expectations, while, at the same time, subsidizing the Administration's expenses through excessive workloads that go unrecognized and undercompensated. This has contributed to the University of Toronto's strong financial position during a period when other institutions across Ontario are struggling. In its 2024 Financial Report, the Administration reported:

- a 2.7% increase in student enrolment;
- an 8.5% increase in year-over-year revenue to \$4.6 billion; and,
- a 10.9% positive net income of revenues before allocations to reserves, totalling \$508 million.⁵⁷

The Administration also reported a \$131 million increase in its net assets as a result of remeasuring its obligations under the employee benefits plans.⁵⁸ Based on the Administration's projected expenses for faculty and librarian salary and benefits for 2024-25,⁵⁹ these actuarial gains represent roughly 14% of faculty and librarians' total compensation.

Accordingly, in addition to seeking improved workload protections (**see Proposal #1 re Distribution of Effort**), UTFA's 6.0% and 4.5% ATB proposals acknowledge the high-value and high-quantity output of faculty members and librarians and their vital contributions to the Administration's strong financial outlook.

Prior awards between these parties consistently uphold the proposition that faculty member and librarian wages at the University of Toronto must remain at top of market. The 2006 Winkler award noted that:

In essence, the University has staked out a position at the top of the relevant market or "industry segment". It implicitly admits that maintaining that position depends to a large degree on maintaining the quality of its faculty and librarians. That in turn requires, leaving aside the intangibles, ensuring that the total compensation package available to those faculty members and librarians is sufficient to place them at the top of the market as well. That will be the starting point for our analysis of the specific proposals.⁶⁰

The University's top of market status was re-affirmed as an "important factor" by Arbitrator Teplitsky in his 2010 award,⁶¹ and again in Arbitrator Gedalof's most recent award between these parties.⁶²

⁵⁷ University of Toronto Financial Services, [Financial Report 2024](#), April 30, 2024, p. 1.

⁵⁸ University of Toronto Financial Services, [Financial Report 2024](#), April 30, 2024, p. 6.

⁵⁹ University of Toronto, [Budget Report 2024-25 and Long-Range Budget Guidelines 2024-25 to 2028-29](#), February 16, 2024, p 20.

⁶⁰ *University of Toronto (Governing Council) and University of Toronto Faculty Assn. (Re)*, [2006 CanLII 93321](#) at para 20.

⁶¹ [Teplitsky Award](#).

⁶² [Gedalof Award](#) at paras 101 and 119.

The 6.0% (Year 1) and 4.5% (Year 2) increases proposed by UTFA maintain the University of Toronto's position as "top of market" and are necessary to fully compensate faculty members and librarians for the calibre of work they produce, and the extraordinary effort spent on producing that work.

ii. Inflation "catch-up"

In his September 6, 2023, award, Arbitrator Gedalof included a comprehensive analysis of the bargaining history between the parties.⁶³ In that Award, he made two important determinations:

- i) inflation is a highly significant factor between the parties, and
- ii) the "prior year" or retrospective approach to calculating inflation (or loss of spending power) best replicates how the parties have historically bargained.⁶⁴

Based on this analysis of the bargaining history between the parties, Arbitrator Gedalof found that salaries for faculty members and librarians have, with occasional corrections, kept pace with inflation over the past 20 years. In some years, while the ATB does not remain in lockstep with the CPI inflation rate, that delta is corrected in subsequent years, resulting in a holistic and cumulative approach to inflation that clearly prioritizes protecting faculty member and librarian salaries from spending power erosion.

Consistent with these findings, UTFA's ATB proposal is aimed at "catch-up" on the erosion of spending power.

Using the "prior year" approach endorsed by Arbitrator Gedalof, the inflation/erosion of wages applicable to the current negotiation term (July 1, 2023, to June 30, 2025) is calculated at 3.3% for July 1, 2022 to June 30, 2023,⁶⁵ and 2.5% for July 1, 2023 to June 30, 2024.⁶⁶ Notably, the Ontario inflation rates over this period are slightly higher at 3.2% for July 1, 2022 to June 30, 2023 and 2.7% for July 1, 2023 to June 30, 2024.⁶⁷

However, inflation for each of these years cannot be relied on in isolation. Arbitrator Gedalof was clear that inflationary costs are cumulative, and it would be highly artificial to look exclusively at a single year.⁶⁸

⁶³ [Gedalof Award](#) at paras 89-103.

⁶⁴ [Gedalof Award](#) at para 89.

⁶⁵ Statistics Canada, Consumer Price Index – [Table 18-10-0004-01](#). Calculated as the % change in CPI for July 2022 compared to July 2023.

⁶⁶ Statistics Canada, Consumer Price Index – [Table 18-10-0004-01](#). Calculated as the % change in CPI for July 2023 compared to July 2024.

⁶⁷ Statistics Canada, Consumer Price Index – [Table 18-10-0004-01](#). Calculated as the % change in CPI for July 2022 compared to July 2023, and July 2023 compared to July 2024.

⁶⁸ [Gedalof Award](#) at para 85 [emphasis added].

Consequently, UTFA’s proposal also considers the under-correction of wages in the three calculation years prior to the current term. According to the Gedalof Award, the wages of faculty members and librarians eroded over the calculation period of the parties’ last agreement (July 1, 2019, to June 30, 2022) by 8.6%.⁶⁹ Although the erosion totalled 8.6%, Arbitrator Gedalof awarded an additional 7.0% increase. In other words, 1.6% less than the total wage erosion for the applicable calculation period “looking back”.

UTFA’s proposal for a 6.0% ATB increase for July 1, 2023, is consistent with a cumulative approach that looks back to the “prior year(s)” (July 1, 2022- June 30, 2023 and July 1, 2023 – June 30, 2024) and contemplates the additional erosion of wages in the three years prior to that (July 1, 2019 – June 30, 2022):

$$3.3\% (2022-23) + 2.5\% (2023-2024) + 1.6\% (2019-22) \\ = 7.4\% (2023-24)$$

The 6.0% increase for the first year of the agreement proposed by UTFA is adjusted upwards by an additional 1.1% from the calculated inflationary increase of 4.9%. The second-year proposed ATB increase of 4.5% is adjusted upwards by an additional 2.0% from the inflation over that period.

These upward adjustments are entirely consistent with: (i) a compounded loss of spending power over the five-year calculation period (faculty member and librarian wages have lagged behind inflation since 2019), and (ii) the ebb and flow of salary negotiations between the parties, *vis a vis* actual inflation, over many years:

Wage increases may lag or exceed inflation from time to time, particularly where other factors are overwhelming. Wages do not remain, as they have all found and as both Arbitrator Burkett and Justice Winkler articulated, “in lock step” with inflationary increases. But inflation is nonetheless “obviously” (Winkler) and “very” (Teplitsky) relevant.⁷⁰

This principle of ebb and flow is reflected in the pattern of CPI and ATB increases over many years:

RATES OF INFLATION (CPI)⁷¹ AND ATBS SINCE WINKLER 2006 AWARD⁷²

YEAR	CPI	ATB	Award or Settlement
2005-2006	2.3%	3.0%	Award - Winkler

⁶⁹ *n.b.* this is 8.6% remaining after factoring in the 1% Bill 124 compliant increases (totaling 3.0%) that had already been awarded.

⁷⁰ [Gedalof Award](#) at para 104 [emphasis added]. See also [Teplitsky Award](#) at p 8: “In any bargaining round, the ATB increase has been higher or lower than the CPI increase. For example, in the settlement for 2007-2008 and 2008-2009, the ATB increase exceeded the CPI for those years”.

⁷¹ Statistics Canada, [“Annual average change in the Consumer Price Index \(CPI\) and the CPI excluding gasoline, 2006 to 2020”](#).

⁷² Statistics Canada, [“Annual average change in the Consumer Price Index \(CPI\) and the CPI excluding energy, 2009 to 2023”](#).

YEAR	CPI	ATB	Award or Settlement
2006-2007	1.9%	3.25%	Award - Winkler
2007-2008	2.1%	3.0% ⁷³ + \$585 (Jan 1 flat increase)	Settlement
2008-2009	2.2%	3.0% ⁷⁴ + \$605 (Jan 1 flat increase)	Settlement
2009-2010	0.4%	1.25% ⁷⁵ (July 1) 1.0% ⁷⁶ (Jan 1)	Award - Teplitsky
2010-2011	2.0%	1.25% ⁷⁷ (July 1) 1.0% ⁷⁸ (Jan 1)	Award - Teplitsky
2011-2012	2.8%	1.7% ⁷⁹	Settlement
2012-2013	1.2%	2.0% ⁸⁰	Settlement
2013-2014	1.1%	2.25% ⁸¹	Settlement
2014-2015	1.8%	1.9%	Award - Kaplan
2015-2016	1.2%	1.9%	Award - Kaplan
2016-2017	1.5%	1.75%	Award - Kaplan
2017-2018	1.6%	1.75%	Settlement
2018-2019	2.2%	1.9%	Settlement
2019-2020	2.0%	2.0% ⁸²	Settlement
2020-2021	3.7% ⁸³	1.0%	Settlement
2021-2022	7.6% ⁸⁴	1.0%	Settlement
2022-2023	3.3% ⁸⁵	8.0%	Award - Gedalof

In the period covering this round of negotiations, the Association submits that the ATB increases must “exceed inflation” to ensure catch-up and address several years of compounded losses.

⁷³ Note: or flat dollar amount increase if greater than 3.0% (\$3060 tenure stream; \$2125 teaching stream; \$2020 Librarians).

⁷⁴ Note: or the following flat dollar amount if its value exceeds 3.0% (\$3150 tenure stream; \$2190 teaching stream; \$2080 Librarians).

⁷⁵ Note: or the following flat dollar amount if its value exceeds 1.25%: \$1720 tenure stream; \$1215 teaching stream; \$1143 Librarians).

⁷⁶ Note: or the following flat dollar increase if the amount is greater than 1.00% (\$1376 tenure stream; \$972 teaching stream; \$914 Librarians).

⁷⁷ Note: or the following flat dollar increase if the amount is greater than 1.25% (\$1791 tenure stream; \$1265 teaching stream; \$1190 Librarians).

⁷⁸ Note: or the following flat rate dollar increase if its value is greater than 1.0% (\$1433 tenure stream; \$1012 teaching stream; \$952 Librarians).

⁷⁹ Flat dollar increase of \$1000, pro-rated for part-time.

⁸⁰ Flat dollar increase of \$1520, pro-rated for part-time.

⁸¹ Flat dollar increase of \$1815, pro-rated for part-time.

⁸² 1.0% paid as flat dollar amount of \$1630 per full-time member, pro-rated for part-time members.

⁸³ Statistics Canada, Consumer Price Index – [Table 18-10-0004-01](#). Calculated as the % change in CPI for July 2020 compared to July 2021.

⁸⁴ Statistics Canada, Consumer Price Index – [Table 18-10-0004-01](#). Calculated as the % change in CPI for July 2021 compared to July 2022.

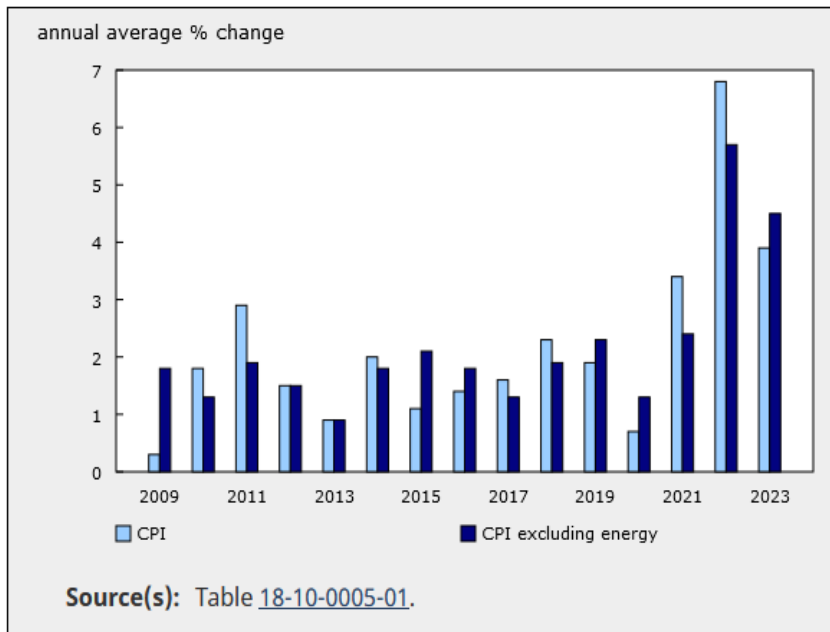
⁸⁵ Statistics Canada, Consumer Price Index – [Table 18-10-0004-01](#). Calculated as the % change in CPI for July 2022 compared to July 2023.

Arbitrator Gedalof was clear that it is “beyond dispute that an agreement to less favourable terms in one year can produce more favourable terms in another”.⁸⁶ The same can be said of arbitral awards. This is something Arbitrator Gedalof also explicitly acknowledged when he awarded an ATB increase on July 1, 2022, that appeared significant but, in reality, fell short of fully addressing the true depreciation of wages over the three-year term in question:

Based on the prior-year inflationary assessment, this award goes a significant way toward restoring wages against inflation. It is true, given the retroactive term being decided here, that we know that inflation has continued to rise above recent norms, and that further erosion of wages has occurred. But the practice for these parties has been to consider the prior year’s inflation, and that erosion can be addressed by future increases, if appropriate at that time, as these parties have typically done.⁸⁷

The Association submits that the appropriate time is now.

According to Statistics Canada, the year 2022 saw the highest increase in the CPI in forty years. In the meantime, the annual average CPI increase in 2023 was the largest since 1991, apart from 2022⁸⁸:



The “look back” on wage erosion in the Gedalof Award straddled 2021 and 2022. Wage erosion for that pivotal 2022 year was only partially addressed. Inflation

⁸⁶ [Gedalof Award](#) at para 85.

⁸⁷ [Gedalof Award](#) at para 108 [emphasis added].

⁸⁸ Consumer Price Index: [Annual Review, 2023](#) [“CPI Annual Review, 2023”].

remained exceptionally high in 2023 and still exceeded previously normative levels in 2024.

The year is now 2025. Mortgage interest costs and rents accelerated during the same 2022-2023 period.⁸⁹ The mortgage interest cost index rose 28.5% in 2023, the largest on record, and consumers paid 6.5% more for rent.

Faculty members and librarians who work in one of the most expensive cities in Canada can no longer wait for the cumulative impact of inflation in recent years to be addressed.

Accordingly, the Association's proposal aims to comprehensively address members' purchasing power over this period of time and solidify the University of Toronto's position as top of market.

iii. Parity with Other "Top of Market" Professional Groups

In addition to providing protection against inflation and compensating for the compounded loss of half a decade of wage erosion, ATB increases must also align with the outcomes of other first-class professional groups in Toronto.

Because UTFA is the sector leader, and not a follower, the outcomes of other "top of market" professional groups in the province are relevant comparators. For example, Toronto Firefighters and Toronto Police have, like the University of Toronto, long been recognized as top of market in their respective sectors. These groups experience similar cost of living pressures in Ontario's most populous, prosperous, and expensive city.⁹⁰

In 2024, both Toronto Police and Toronto Fire received significant ATB increases that exceeded the inflation rate for that year. Arbitrator Wright, in a recent award that recognized the historical status of Toronto Police in the province, awarded a 2024 increase of 5%.⁹¹ This increase was in excess not only of the CPI for that year, but also the 4.5% increase provided to the Ontario Provincial Police for 2024 as a result of a four year deal, which provided total ATB increases of 14.75% over four years from 2023 to 2027.⁹²

Toronto Fire similarly achieved a 4.75% increase for 2024 following the recent award of Arbitrator Stout for the first year of their renewal agreement.⁹³ Both Toronto Police

⁸⁹ [CPI Annual Review, 2023](#).

⁹⁰ *Toronto (City) v Toronto Professional Fire Fighters Association Local 3888, International Association of Fire Fighters*, [2017 CanLII 53653 \(ON LA\)](#) at para 32.

⁹¹ *Toronto Police Service Board v Toronto Police Association*, [2024 CanLII 124420 \(ON LA\)](#) at paras 7-8, 18.

⁹² Ontario Provincial Police Association, "[Press Release – OPP Association Members Ratify New Collective Agreements](#)", July 22, 2024.

⁹³ *Corporation of The City of Toronto v Toronto Professional Fire Fighters' Association, Local 3888*, [2024 CanLII 77542 \(ON LA\)](#) at para 4.

and Fire are currently in bargaining, and given the cumulative ATB increases in the OPP deal outlined above, will likely be considering significant ATB increases for 2025.

These outcomes simply demonstrate how other leading professional groups in Toronto are addressing inflation and the high cost of living in the province's most expensive city.

iv. Conclusion

Given the erosion of faculty member and librarian wages over the 2019-2022 period, the need to maintain the University of Toronto's "top of market" status, and the precedent-setting outcomes achieved by other "top of market" professional groups, UTFA submits that ATB increases of 6.0% in 2023 (Year 1) and 4.5% in 2024 (Year 2) are both appropriate and necessary.

3) SPECIAL ADJUSTMENT TO PTR

Finally, UTFA proposes that the PTR pool be increased to 2.5% of total wages, which will partially and incrementally restore the PTR pool to its historic value. This increase in the pool would be accomplished through: (i) upward adjustments to tenure stream, teaching stream, and librarian breakpoints, and (ii) upward adjustments to the amounts per FTE above and below the adjusted breakpoints. The aim of increasing the PTR pool and the breakpoints is to ensure that faculty members and librarians are receiving compensation increases that recognize career progress, promotion, and overall excellence in their fields.

Unlike other post-secondary academic institutions in Canada, PTR at the University of Toronto is one of the only ways in which the Administration compensates faculty members and librarians for career development, promotion, and demonstrated excellence. As Arbitrator Burkett noted in his 1982 Award: "the annual P.T.R. increment is given as a total uniform amount in recognition of merit and in place of promotion increases".⁹⁴

The purpose of PTR has always been to ensure that University of Toronto's faculty members and librarians achieve salaries that reflect the competitive market value of their work. PTR should recognize career achievement and bolster retention by rewarding demonstrated excellence, something that ATB increases (which merely protect the spending power of base salaries) do not account for.

The erosion of the PTR pool over the course of many years has meant that PTR awards are no longer large enough to ensure that career progress is compensated at market value. The inability of the current PTR pool to adequately compensate for career excellence has been stark in recent years. In the last two academic years (2022-23 and 2023-24), the Administration spent over five million dollars⁹⁵ on non-negotiated wage increases to correct the salaries of UTFA members under the heading of

⁹⁴ [Burkett Award](#) [emphasis added].

⁹⁵ [23-23 IR A-7 Anomaly Retention Adjustments UTFA January 29, 2025 Final.xlsx](#)

“anomaly adjustments”.⁹⁶ An anomaly adjustment is the Administration’s term for discretionary wage increases that are determined outside of the Article 6 negotiation process. These adjustments—often made when faculty members have a higher wage offer from a competing institution in hand—increase faculty member wages to match the true market value of the faculty member’s work. The market value of a faculty member’s work increases with career progress and demonstrated excellence. This means that, in practice, the Administration is using salary “anomaly” adjustments to do (on an *ad hoc* and individual basis) what PTR is meant to do (collectively) as a key component of “salary” subject to Article 6 negotiations.

Given that the current PTR pool is falling woefully short of meaningfully compensating career progress, promotion, and excellence, incrementally restoring the PTR pool to 2.5% of total wages is a modest adjustment for a three-year term. This is particularly so, given the historic value of PTR at the University of Toronto. When outlining the rationale for PTR, a 1972 Budget Committee document notes that the PTR fund amounted to “approximately 3% of the 1972-1973 level of full-time academic salaries”.⁹⁷ That document also stated the intention going forward that the PTR fund should be increased annually by a percentage equal to the percentage change in the salary scale. Despite this intention, PTR has gradually decreased as a percentage of salaries. In 2005, the PTR fund was almost 1.9% of total salary. In 2009 that number had decreased to 1.7%. In 2022, the number had decreased to 1.6%. Importantly, an increase to the PTR pool to 2.5% of total wages would also bring PTR in line with the sector norms that exceed the current 1.6% of total wages. Currently, top of market PTR pools in the academic sector are 2.5% of total wages.⁹⁸

The current PTR pool must be increased to stop and partially correct the erosion of the PTR pool. The PTR pool must be large enough to ensure that the Administration’s anomaly adjustments truly occur in only the most “exceptional circumstances”⁹⁹, and not as a non-transparent and non-negotiated alternative to PTR. Clearly, the Administration has the funds to reward career progress and merit. UTFA’s proposal would bring a more appropriate proportion of such funds back to the PTR pool, where they are clearly needed.

⁹⁶ Academic Administrative Procedures Manual, “[Salary Anomaly Requests](#)”.

⁹⁷ [Extracts from the Budget Committees Recommendations for the 1973-1974 Estimates](#), dated November 30, 1972.

⁹⁸ For example, [UBCFA, Collective Agreement](#) and [MUFA, Remuneration Agreement](#).

⁹⁹ Academic Administrative Procedures Manual, “[Salary Anomaly Requests](#)”.

PROPOSAL #3 – BENEFITS (PERA)

Each faculty member (excluding clinicians, adjunct faculty, visiting faculty, status only appointments) and librarian, whose FTE is 20% or greater, will be entitled to claim reimbursement for University business expenses included on a mutually agreed upon list of eligible expenses related to their position with the University of Toronto.

Eligible employees are defined as follows:

- Faculty (Professoriate, Lecturers and Senior Lecturers, **Tutors and Senior Tutors**, Athletics Instructors and Senior Athletics Instructors)
- Librarians

Faculty members and Librarians on LTD and Unpaid leave (except parental and pregnancy leave) are not eligible for PERA.

Eligible Expenses

Listed below are eligible expenditures, which may be summarized as anything which constitutes legitimate University business and which is currently eligible for reimbursement under our current reimbursement program.

The [Guide to Financial Management, Travel and Other Reimbursable Expenses](#) section, **defines outlines** expenses eligible for reimbursement, indicating that “The University of Toronto will reimburse out-of-pocket, university business travel and related expenses that are legitimate, reasonable and appropriate for the business activity undertaken, and that meet the terms and conditions imposed by the funding source used to pay for them”.

The funds provided under the faculty **member** and librarian expense reimbursement program may be used to pay for any expenses eligible for reimbursement in the Guide to Financial Management such as:

- membership fees for professional and/or learned societies related to the faculty member’s or librarian’s discipline;
- subscription to professional and/or learned journals;
- books, materials, equipment and services directly related to research;
- registration fees for attendance at scholarly conferences;
- travel including transportation, food, and accommodation (subject to the University’s travel policy) for attendance at scholarly conferences, seminars, workshops, field trips, and research;
- computer hardware and software and supplies used in performance of academic duties;
- expenses incurred in preparation and completion of scholarly manuscripts, and page or reprint charges;
- office supplies relating to the performance of teaching and research duties; ~~and,~~
- **tuition fees; and**
- fees incurred for professional development.

Annual Amounts Provided

- **The administrative guidelines for implementing PERA shall not be altered in any way that negatively impacts the level of benefits and/or services**

available to members, as negotiated between the University of Toronto Administration and UTFA.

- **Parity of PERA amounts for full-time faculty members and part-time faculty members ($\geq 50\%$). For clarity, parity does not allow for pro-rated amounts for part-time members.**
- **Parity of PERA amounts for full-time librarians and part-time librarians. For clarity, parity does not allow for pro-rated amounts for part-time members.**
- **Increase PERA amounts on an annual basis by the rate of inflation.**

Pre-tenure faculty, pre-promotion teaching stream, full-time continuing pre-permanent status librarians

- **Full-Time - ~~\$2,000~~ **\$2,530****
- **Part-time ($\geq 50\%$) - ~~\$1,600~~ **\$2,530****
- **Part-time (20% to 49%) - ~~\$1,000~~ **\$1,265****

Tenured faculty, continuing teaching stream, all other librarians, contract-limited term assignment (CLTAs), limited-term lecturers

- **Full-Time - ~~\$1,700~~ **\$2,151****
- **Part-time ($\geq 50\%$) - ~~\$1,360~~ **\$2,151****
- **Part-time (20% to 49%) - ~~\$850~~ **\$1,075****

EMPLOYER POSITION

Opposed.

ASSOCIATION RATIONALE

The Association proposes several rational and incremental changes to the Professional Expense Reimbursement Allowance (“PERA”).

First, the Association seeks parity between the PERA amount for full-time members and part-time members whose FTE is at or above 50%. Many part-time UTFA members with significant teaching or administrative responsibilities have similar, if not identical, professional expenses to full-time members. There is no principled reason why these members should have drastically lower allowances than their colleagues. This is particularly the case where many of the eligible expenses under the current PERA policy are fixed costs and do not decrease depending on a member’s part-time or full-time status.

Second, PERA amounts should, in the normal course, rise annually with the rate of inflation. The demonstrated need for this proposal is obvious. Professional expenses and development costs are not immune to inflation and the rising costs of these items erode the value of PERA over time. By tying PERA to inflation, the parties can ensure that this allowance is protected and remove the need to bargain these amounts in each round of negotiations.

This proposal is supported by the principles of replication and comparability. UTFA’s PERA amounts have not been increased since 2017-2018. As a result, UTFA

members have fallen significantly behind most Faculty Associations in Ontario with respect to PERA amounts:

University	PERA
McMaster	\$2,900 ¹⁰⁰
Brock	\$2,500 + \$900 for conference travel ¹⁰¹
Ottawa	\$2,600 ¹⁰²
Western	\$2,500 ¹⁰³
Toronto Metropolitan University (“TMU”)	\$2,400 ¹⁰⁴
York	\$2,275 ¹⁰⁵
Carleton	\$2,200 ¹⁰⁶
Guelph	\$2,150 ¹⁰⁷
Toronto (Tenure/Pre-Tenure)	\$1,700 / \$2,000
Trent	\$1,950 ¹⁰⁸

As this table illustrates, UTFA plainly requires a PERA increase to restore its members to top of market status with respect to this benefit. There is also a sector precedent for indexing PERA to inflation—Waterloo’s PERA equivalent is indexed to the CPI:

On May 1 of each year, the FPER shall be indexed by the annual average percentage change (January to December) in the Canada Consumer Price Index for the immediately preceding year.¹⁰⁹

The Association’s proposed changes to the PERA amounts are thus justified and reasonable and should be awarded.

¹⁰⁰ McMaster University and Faculty Association, Remuneration Agreements, [2013-2017](#), [2017-2019](#), [2019-2022](#), [2022-2025](#).

¹⁰¹ Brock University and Brock University Faculty Association, Collective Agreement, [July 1, 2023 to June 30, 2026](#), Appendix C.

¹⁰² Association of Professors of the University of Ottawa, [Highlights from the Tentative Agreement](#) (January 23, 2025).

¹⁰³ The Faculty Association and the Board of Governors of the University of Western, Collective Agreement, [July 1, 2021 to June 30, 2025](#), Compensation II.36.

¹⁰⁴ The Board of Governors of Toronto Metropolitan University and the Faculty Association, [Expiry June 30, 2026](#), Article 18.

¹⁰⁵ [Memorandum of Settlement](#) for a Renewal Collective Agreement between York University and York University Faculty Association (August 19, 2024).

¹⁰⁶ Carleton University and Carleton University Academic Staff Association, Collective Agreement, [May 1, 2021 to April 30, 2024](#), Article 39.12.

¹⁰⁷ The University of Guelph and the University of Guelph Faculty Association, Collective Agreement, [July 1, 2022 to June 30, 2024](#), Article 53.36.

¹⁰⁸ The Board of Governors on Behalf of Trent University and the Trent University Faculty Association, [July 1, 2022 to June 30, 2025](#), Article IV, 15.2.

¹⁰⁹ See [FAUW, MOA](#) at Article 11.5.5.

Finally, the Association seeks to add tuition fees to the list of eligible PERA expenses. Allowing UTFa members to use PERA for tuition fees would encourage members to pursue continuing education opportunities that enrich their contributions to the University. It would also provide members with the opportunity to remain current in their field/discipline and, as a result, assist those members in meeting their professional obligations.

PROPOSAL #4 – BENEFITS (HEALTH BENEFITS FOR ACTIVE AND RETIRED MEMBERS)

A. Long Term Disability Benefits¹¹⁰

The Association proposes that the maximum earnings covered under the LTD plan be increased from \$150,000 to **\$250,000, and will be increased annually in accordance with cost of living.**

B. Protecting Benefit Levels

The Association recognizes the University’s responsibility to administer the benefits plan, provided the level of benefits and/or services to members will not be negatively impacted.

C. Vision

<ul style="list-style-type: none"> • Prescription eye glasses or contact lenses, or medically necessary contact lenses, laser eye surgery, or the services of a licensed optometrist or ophthalmologist 	<p>\$725 \$1,000 every 24 months</p>
<ul style="list-style-type: none"> • Eye examinations 	<p>\$110 every 24 months \$125 every 18 months for all plan members, subject to amounts payable by OHIP.</p>

D. Eligible Benefits

Eligible benefits do not include and reimbursement will not be made for:

[...]

8. services or supplies that:

[...]

t) would normally be paid through any provincial health insurance plan, Workplace Safety and Insurance Board or tribunal, the Assistive Devices Program or any other government agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made;

u) were previously provided or paid for by any governmental body or agency, but which have been modified, suspended or discontinued as result of changes in provincial health plan legislation or de-listing of any provincial health plan services or supplies;

¹¹⁰ *n.b.* the LTD benefit proposal is applicable to active members only. All other benefits are, as has always been the case, applicable to all members, both active and retired.

E. Paramedical Services

<ul style="list-style-type: none"> Chiropractor, Physiotherapist, Registered Massage Therapist, Osteopath, Chiropodist, Acupuncturist, Dietitian, Occupational Therapist - \$5,000 per benefit year for all practitioners combined. 	<p>\$5,000 per benefit year for all practitioners combined</p>
<ul style="list-style-type: none"> Psychologist, or Psychotherapist, or Master of Social Work Addiction counselling provided by a professional that belongs to one of the following associations: CAMFT, AAMFT, CACCF, ICADC, ICCS, CCS-AC, ICCAC, CCAC, CCRC Marriage/Family counselling provided by a professional that belongs to one of the following associations: CAMFT, AAMFT <p><u>Paramedical service providers accessed by members through the Health Care Spending Account are presumed eligible for reimbursement up to the maximum entitlement for paramedical services under the Schedule of Benefits.</u></p>	<p>\$7,000 \$10,000 per benefit year for all practitioners combined.</p>

F. Prescription Drugs

<p>Your Co-Pay: Prescription Drugs:</p> <ul style="list-style-type: none"> Insulin and injectable serums: All other covered drugs: 	<p>0%</p> <p>All dispensing fee amounts in excess of \$6.50 per prescription or refill. 0</p>
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G. Hearing Care

<p>Hearing Care</p>	<p>\$1,000 \$4,000 for one left hearing aid and \$1,000 \$4,000 for one right hearing aid up to \$2,000 \$8,000 every 36 months.</p>
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EMPLOYER POSITION

Opposed.

ASSOCIATION RATIONALE

The Association's proposals address benefits coverage outlined both through the Benefit Plan's Schedule of Benefits and the more detailed Description of Benefits.¹¹¹ For consistency, all proposals that would amend the Schedule of Benefits should be considered to correspondingly amend the Description of Benefits and vice versa.

A. Long Term Disability Benefits¹¹²

i. *Increase maximum earnings covered and tie to CPI*

The Association proposes two key improvements to address the continuous depreciation of this crucial income replacement benefit.

First, the Association proposes that the maximum earnings covered under the LTD plan be increased from \$150,000 to \$250,000. The most recent amendment to the Administration's LTD Plan occurred in 2016, when the maximum earnings were increased to \$150,000. This maximum no longer reflects the current salaries of most UTFA members.

The median salary for Professors (all streams) is \$174,246. Most Professors earn salaries exceeding the maximum earnings for LTD benefits. A revised maximum of \$250,000 better reflects the actual salaries of faculty members and ensures all members receive appropriate income replacement in the event of long-term disability.

Multiple Ontario universities have LTD plans with annual maximums that exceed the University of Toronto's, including Trent (\$156,000),¹¹³ TMU (\$168,000),¹¹⁴ and Waterloo (\$192,454).¹¹⁵ There are also groups with no annual maximum earnings, including the University of Saskatchewan,¹¹⁶ and the University of Manitoba.¹¹⁷ A

¹¹¹ GreenShield, [University of Toronto Faculty Association – My Benefit Plan](#) (November 1, 2022).

¹¹² *n.b.* the LTD benefit proposal is applicable to active members only. All other benefits are, as has always been the case, applicable to all members, both active and retired.

¹¹³ SunLife Financial, [Trent University Full-time Academic Employees – Benefits Booklet](#) (March 1, 2024) at p 47, \$13,000 monthly maximum.

¹¹⁴ Toronto Metropolitan University, [Appendix A – Long-Term Disability Plan](#), \$14,000 monthly maximum.

¹¹⁵ University of Waterloo, Human Resources, Long-term Disability, accessed: February 27, 2025 <https://uwaterloo.ca/human-resources/employee-resources/employee-benefits/long-term-disability>.

¹¹⁶ University of Saskatchewan Faculty Association, Benefits Fact Sheet, accessed February 27, 2025 <https://usaskfaculty.ca/wp-content/uploads/2016/01/benefits-16-01-07.pdf>.

¹¹⁷ [University of Manitoba, Staff Benefits – Full Time Staff](#) (April 1, 2024) at p 12-14.

maximum that falls below several other groups, and falls significantly below actual salaries, undermines the University's status as the sector leader and must be remedied.

Second, to protect against further erosion of LTD benefits, the Association proposes that the maximum earnings covered be tied to future increases in the cost of living. This is the approach at the University of Waterloo: on May 1 of every year, the maximum insured salary is subject to an indexing decision by their Pension and Benefits Committee.¹¹⁸ As noted above, the current maximum at the University of Waterloo is \$192,454 due to these regular cost-of-living increases.

Moreover, numerous LTD plans tie benefits to CPI through annual cost-of-living adjustments, including:

- Dalhousie¹¹⁹
- Manitoba¹²⁰
- McMaster¹²¹
- Queen's¹²²
- TMU¹²³
- Trent¹²⁴
- UBC¹²⁵
- Western¹²⁶
- York¹²⁷

It is unacceptable for the University of Toronto, which the parties agree is the sector-leading institution, to have a continually depreciating LTD benefit. The higher salaries of UTFa members, as well as continued increases in cost of living, justify these adjustments to LTD benefits. The Association's proposal should be awarded.

¹¹⁸ University of Waterloo, Human Resources, Long-term Disability, accessed: February 27, 2025 <https://uwaterloo.ca/human-resources/employee-resources/employee-benefits/long-term-disability>.

¹¹⁹ Dalhousie University, Your Benefits Program At-A-Glance, accessed February 27, 2025 <https://immediac.blob.core.windows.net/dfa2021/images/2019/pdfs/benefits-at-a-glance.pdf>.

¹²⁰ University of Manitoba, Staff Benefits – Full Time Staff (April 1, 2024) at p 12.

¹²¹ SunLife Financial, [McMaster University Active Teaching Non-Clinical Faculty – Benefits Booklet](#) (January 17, 2024) at p 52.

¹²² Queen's University Faculty Association, [QUFA Infosheet, Sick Leave and Long-Term Disability Rights](#) (February 25, 2022) at p 3.

¹²³ Toronto Metropolitan University, [Appendix A – Long-Term Disability Plan](#).

¹²⁴ SunLife Financial, [Trent University Full-time Academic Employees – Benefits Booklet](#) (March 1, 2024) at p 49.

¹²⁵ University of British Columbia Human Resources, "Income replacement for faculty, academic executive and staff high earners enrolled in the Faculty Pension Plan," accessed February 27, 2025 <https://hr.ubc.ca/benefits/benefit-plan-details/long-term-disability-plan/income-replacement-faculty-academic>.

¹²⁶ Western University, [My Benefits – For Eligible Full-Time Members of the University of Western Ontario Faculty Association](#) (August 2024) at 32.

¹²⁷ SunLife Financial, [York University Faculty Association – Benefits Booklet](#) (May 1, 2022) at p 46-47.

B. Protecting Benefit Levels

The Association proposes to formalize the principle that, while the Administration has the authority to administer the Benefit Plan, that authority cannot be exercised in a manner that would deprive faculty members and librarians of any benefit negotiated through collective bargaining. The level of benefits and services provided to members must not be diminished through any actions of the University Administration in contracting with a third party to administer the Benefit Plan.

This proposal is housekeeping in nature and uncontroversial. Language protecting benefit levels is commonly agreed upon and awarded in many sectors. In the university sector, a provision of this kind is normative and is included in the collective agreements of the following universities:

- Brock, Appendix B.01¹²⁸
- Dalhousie, Article 32.01¹²⁹
- Guelph, Article 53.29¹³⁰
- Ottawa, Articles 40.1.2.1-40.1.2.4¹³¹
- Queen's, Article 42.6.2¹³²
- Saskatchewan, Articles 22.16¹³³
- York, Article 26.01¹³⁴
- TMU, MoU #11¹³⁵

Arbitrators have also awarded language protecting benefit levels in several recent awards in other sectors.¹³⁶ This normative and common sense proposal should be awarded.

¹²⁸ Brock University and Brock University Faculty Association, Collective Agreement, [July 1, 2023 to June 30, 2026](#), Article B.01.

¹²⁹ The Board of Governors of Dalhousie University and the Dalhousie Faculty Association, Collective Agreement, [2022-2025](#), Article 32.01.

¹³⁰ The University of Guelph and the University of Guelph Faculty Association, Collective Agreement, [July 1, 2022 to June 30, 2024](#), Article 53.29.

¹³¹ The University of Ottawa and the Association of Professors of the University of Ottawa, Collective Agreement, [May 1, 2021 to April 30, 2024](#), Articles 40.1.2.1-40.1.2.4.

¹³² Queen's University Faculty Association and Queen's University at Kingston, Collective Agreement, [July 1, 2022 to June 30, 2025](#), Article 42.6.2.

¹³³ University of Saskatchewan and the University of Saskatchewan Faculty Association, Collective Agreement, [2023-2027](#), Article 22.16.

¹³⁴ York University and the York University Faculty Association, Collective Agreement, [May 1, 2021 to April 30, 2024](#), Article 26.01.

¹³⁵ The Board of Governors of Toronto Metropolitan University and the Faculty Association, [Expiry June 30, 2026](#), MoU #11.

¹³⁶ See for example *Canadian Union of Public Employees, Local 4422 v Caressant Care Nursing and Retirement Homes Limited*, [2020 CanLII 103063 \(ON LA\)](#); *Trafalgar Lodge (Revera) v Canadian Union of Public Employees, Local 4762-03*, [2022 CanLII 85717 \(ON LA\)](#); *Honeywell Limited v Unifor Local 636*, [2016 CanLII 17001 \(ON LA\)](#); *Heritage River Retirement Residence v United Food and Commercial Workers Canada, Local 175*, [2020 CanLII 93588 \(ON LA\)](#).

C. Vision

The Association proposes three adjustments to vision benefits. First, the Association proposes to increase maximum coverage for prescription eyeglasses or contact lenses, laser eye surgery, and associated services from \$725 to \$1,000 every 24 months. Second, the Association proposes to clarify that members are entitled to services offered by an ophthalmologist in addition to licensed optometrists. Third, the Association proposes a small increase in coverage for eye exams from \$110 to \$125, as well as an increase in frequency from 24 months to 18 months.

The first proposal is justified by the principles of replication and comparability. The Administration has affirmed the principle that UTFA members receive sector-leading compensation; however, the current level of vision benefits falls below other faculty association groups:

- TMU provides \$1,000 in coverage every 24 months;¹³⁷
- York provides \$850 in coverage every 24 months;¹³⁸ and,
- Brock provides vision coverage for faculty with no maximum cap.¹³⁹

While the Association's proposed increase to maximum coverage will not bring UTFA to the top of the sector in vision benefits, the proposed increase reflects a gradual step towards that objective, consistent with the principle of incrementalism. This adjustment is reasonable and necessary to ensure coverage keeps pace with rising costs.

The second proposed amendment is a housekeeping item to ensure consistency within the Benefit Plan. Ophthalmology is currently omitted from the Schedule of Benefits but included in the Description of Benefits.¹⁴⁰ The Association proposes to add ophthalmologists to the Schedule of Benefits for clarity.

Finally, the Association also proposes an increase from \$110 every 24 months to \$125 every 18 months for eye examinations. The proposed increase to maximum coverage for eye exams is modest and in keeping with rising costs. The proposed increase in the frequency of covered eye exams is justified by Ministry of Health changes in OHIP coverage for eye exams: previously, seniors (65+) were covered under OHIP for one eye exam every 12 months. Following the change, only seniors with "Eligible Medical Conditions" are covered every 12 months, and all other seniors

¹³⁷ The Board of Governors of Toronto Metropolitan University and the Faculty Association, [Expiry June 30, 2026](#), Article 12.3.

¹³⁸ York University and the York University Faculty Association, Collective Agreement, [May 1, 2021 to April 30, 2024](#), Article 26.08.

¹³⁹ GreenShield, [Brock University Faculty Association – My Benefit Plan Booklet](#) (July 1, 2023) at p 3,

¹⁴⁰ GreenShield, [University of Toronto Faculty Association – My Benefit Plan](#) (November 1, 2022) at p 2, 12.

are only eligible for a no-cost eye exam every 18 months. The Association's proposal will ensure that all members have access to eye exams every 18 months.

The Association's proposed adjustments to the vision benefits are incremental and reasonable and should be awarded.

D. Eligible Benefits

The Association proposes removing the Health Exclusion in the Benefit Plan with respect to any services or supplies that have been previously provided or paid for by any governmental body or agency but which have been modified, suspended, or discontinued as a result of changes in provincial legislation or policies. This is a common sense, minor amendment to the Benefit Plan to ensure continuity of healthcare for members relying on publicly funded services or supplies that become unavailable through no fault of their own.

E. Mental Health Paramedical Services

The Association proposes a modest increase to the maximum entitlement for mental health professional services from \$7,000 to \$10,000. The Association further proposes to clarify the eligibility for reimbursement for counselling from eligible service providers. All other references to the Mental Health component of Paramedical Services entitlements and the Schedule of Benefits in the Benefit Plan would be amended in line with the proposed eligibility changes.

Mental illness and substance use disorders are the leading causes of disability in Canada and create high levels of risk for premature death among those affected.¹⁴¹ As a result, a recent study on mental health benefits in Canadian workplaces concluded: "With the unmet needs for mental health services across the public and private sectors, EHBs (Extended Health Benefits) are an essential resource for Canada's population".¹⁴² This importance has also been recognized in recent arbitral awards, including Arbitrator Stout's recent award of unlimited mental health benefits to ONA members in *Ontario Hospitals Association*.¹⁴³

In a time of rising cost of living, the expense of counselling and other mental health supports defined more broadly can be out of reach for those who need it, with the CBC estimating on average private therapy costs \$150 per hour, with a general range of \$60-250 depending on the individual's needs and other factors.¹⁴⁴ If a member

¹⁴¹ CAMH, [Mental Illness and Addiction: Facts and Statistics](#).

¹⁴² Canadian Psychological Association and Mental Health Commission of Canada, [Extended Mental Health Benefits in Canadian Workplaces: Employee and Employer Perspectives](#) at p 13 [emphasis added].

¹⁴³ *Ontario Hospital Association v Ontario Nurses' Association*, [2023 CanLII 29345 \(ON LA\)](#)

¹⁴⁴ Samritha Arunasalam, [Get Therapy or Pay Rent? Millennials, Gen Z Making Hard Choices When it Comes to Mental Health](#), CBC (September 25, 2024).

needed weekly sessions at \$250 hourly, it would cost \$13,000 annually. Even at the average rate of \$150 hourly, weekly sessions would cost \$7,800 annually, higher than the current coverage maximum.

The proposal is also justified by replication and comparability. UTFA is not currently leading the sector in mental health benefits. The University of Toronto falls behind York University, which provides maximum coverage of \$10,000.¹⁴⁵ York is also located in the GTA and the costs of mental health services are likely similar for faculty at York and the University of Toronto.

UTFA has estimated the cost of this proposal as \$500,000, a reasonable and modest cost for an essential benefit to UTFA's members.

This is a crucial benefit to ensure the health and well-being of UTFA's members, and the Association's proposed incremental increase should be awarded.

F. Prescription Drugs

The Association proposes to eliminate dispensing fees for covered prescription drugs. Currently, dispensing fees are only covered up to \$6.50. This proposed adjustment would streamline prescription drug access for members and eliminate barriers to obtaining prescription medication.

This proposal is justified by principles of replication and comparability. Several faculty associations in Ontario have no co-pay for dispensing fees, including TMU, York, Brock, and Windsor.¹⁴⁶ Additionally, faculty associations in the U15 are not required to pay dispensing fees, including the University of Alberta, the University of Manitoba, and the University of British Columbia.¹⁴⁷ This proposal will preserve UTFA's position at top of market, and it should therefore be awarded.

G. Hearing Care

The Association proposes an increase to the maximum coverage available for hearing aids from \$1,000 to \$4,000 per ear, for a combined total of \$8,000 every 36 months.

¹⁴⁵ SunLife Financial, [York University Faculty Association – Benefits Booklet](#) (May 1, 2022) at p 24.

¹⁴⁶ See Greenshield, [University of Windsor Faculty/Librarians/Sessionals, My Benefit Plan Booklet](#) (July 1, 2021) at p 1; GreenShield, [Brock University Faculty Association – My Benefit Plan Booklet](#) (July 1, 2023) at p 1; SunLife Financial, [York University Faculty Association – Benefits Booklet](#) (May 1, 2022) at p 13-14; Toronto Metropolitan University and TMUFA, [Memorandum of Understanding 13 – Benefit Improvements](#).

¹⁴⁷ See SunLife Financial, [The Governors of the University of Alberta \(academic\) – Benefits Booklet](#) (October 3, 2024) at p 10; [University of Manitoba, Staff Benefits – Full Time Staff](#) (April 1, 2024) at p 17; SunLife Financial, [University of British Columbia – Benefits Booklet](#) (November 1, 2024) at p 13-15.

The proposed increase is also justified by the increased true costs of hearing aids and in acknowledgment that the maximum must last a full three years. There is a range in the average costs of hearing aids in Ontario: Hearing Solutions estimates a pair of hearing aids to cost between \$2,500 and \$6,200.¹⁴⁸ Thus, even the proposed increased amounts may only cover 1-2 sets of hearing aids over a period of three years.

Faculty members likely require premium hearing aids. Premium hearing aids have features necessary for professors to perform their jobs, including participating in conversations with more than one person, engaging in conversation in places with a lot of noise, and reducing echoes in large rooms with high ceilings and hard surfaces.¹⁴⁹

Hearing aids are crucial assistive devices for many faculty members and librarians with disabilities and dependents with disabilities. The Association's proposal aims to ensure hearing aids can be accessed by all members. This proposal aligns with the Administration's communications on the importance of inclusion. In its "Commitment to Accessibility," the Administration states that the University "will strive to provide support for, and facilitate the accommodation of individuals with disabilities so that all may share the same level of access to opportunities and activities offered at the University".¹⁵⁰ Similarly, the Administration's "Statement of Commitment Regarding Persons with Disabilities" states:

...the University will strive to provide support for, and facilitate the accommodation of individuals with disabilities so that all may share the same level of access to opportunities, participate in the full range of activities that the University offers, and achieve their full potential as members of the University community. The University will work to eliminate or minimize the adverse effects of barriers, including physical, environmental, attitudinal, communication and technological barriers, that may prevent the full participation of individuals with disabilities in the University community. The University will meet the accessibility needs of members of the University community with disabilities in a timely manner. The University will provide the members of its community with opportunities for education and access to information regarding disability and the University's policies on disability.¹⁵¹

The proposed increases in hearing aid benefits thus accord with the Administration's stated commitments and ensure that members with disabilities are able to afford necessary assistive devices to fully perform their roles at the University.

¹⁴⁸ Hearing Solutions, [Cost of Hearing Aids](#).

¹⁴⁹ Hearing Solutions, [Cost of Hearing Aids](#).

¹⁵⁰ University of Toronto, [Commitment to Accessibility](#).

¹⁵¹ [Statement of Commitment Regarding Persons with Disabilities](#), February 25, 2021.

In addition to the fact that the current coverage for hearing aids does not reflect anything near the actual costs of hearing aids, UTFA's coverage sits well below other faculty associations provincially and country-wide:

University	Max/3yrs (unless otherwise specified)
Toronto	\$1,000 per ear
Alberta	\$2,000 per ear
Dalhousie	\$160/yr
Manitoba	\$700.00
McMaster	\$1,500 per ear
Ottawa	\$2,000/5yr
Saskatchewan	\$500.00
UBC	\$2,000/5yr
Western	no max 85%
TMU	\$3,000.00
York	\$2,500.00
Brock	\$750 per ear
Guelph	\$300.00
Windsor	\$2,250/5yr
Trent	\$5,000 lifetime

The University of Toronto's hearing aid benefits fall below those provided to faculty at York, McMaster,¹⁵² TMU,¹⁵³ and the University of Alberta.¹⁵⁴ The Association's proposal will ensure that UTFA is re-positioned as a sector leader on this critical benefit.

This proposal is reasonable and justified and should be awarded.

¹⁵² SunLife Financial, [McMaster University Active Teaching Non-Clinical Faculty – Benefits Booklet](#) (January 17, 2024) at p 28.

¹⁵³ The Board of Governors of Toronto Metropolitan University and the Faculty Association, [Expiry June 30, 2026](#) at p 268.

¹⁵⁴ SunLife Financial, [The Governors of the University of Alberta \(Academic\) – Benefits Booklet](#) (October 3, 2024) at p 18.

PROPOSAL #5 – BENEFITS (HOUSING)

Consistent with the principles of full and rational discussion enshrined in the MoA, the parties recognize the importance of housing assistance to faculty and librarians and the continuation of meaningful consultation and dialogue on this significant benefit for UTFA members. The parties are committed to ensuring that affordable and accessible housing is available to members, and to addressing systemic issues in this regard.

The University Administration appreciates UTFA's **ongoing** role in raising housing-related concerns on behalf of faculty members and librarians. To that end, the University Administration will **meet with UTFA no fewer than three times per year to seek, consider, and meaningfully respond to** UTFA's input and, **The Administration will share information with UTFA** as follows:

- The Administration will seek UTFA's review **and make meaningful efforts to incorporate UTFA's** feedback on any housing surveys conducted for faculty and librarians; ~~in the next five years;~~
- The Administration will share **anonymized** ~~an aggregate summary of~~ results of any such surveys with UTFA, **including each participant's unique identifier that links to self-ID equity survey data;**
- The Administration will share updated housing stock information, which includes the number of applications and the number of units available, with UTFA on an annual basis, **i.e. on October 15th capturing data ending September 30th,** in a new annual IR #21;
- **The Administration will share updated housing loan data, including the unique identifier that links to self-ID equity survey data for each member who requested and/or received a loan, and the date, amount, purpose (e.g. recruitment, retention) and terms of each loan received, with UTFA on an annual basis, i.e. on October 15th capturing data ending September 30th;**
- **The Administration will share updated information with UTFA regarding demand for new and existing faculty & librarian housing, including the number of applications submitted and/or approved, and the unique identifier that links to self-ID equity survey data for each member who applied for and/or received faculty & librarian housing, and any other related data derived from surveys, consultations and other fora;**
- The Administration will **provide an** ~~offer an annual in-person~~ **update to UTFA at each meeting** with respect to progress on Site 1 and other housing initiatives related to faculty members and librarians. UTFA will have an opportunity to ask questions during ~~each~~ **each** the meeting and will submit any questions or topics that it wishes the Administration to address, **normally 2-3** weeks in advance of the scheduled meeting date.
- **Where UTFA submits housing-related questions or concerns in writing, the Administration will respond to those questions or concerns in writing, with**

reasons.**EMPLOYER POSITION**

Opposed. The Administration provided the following commitment on March 1, 2024:

The University Administration appreciates UTFA's role in raising housing-related concerns on behalf of faculty members and librarians. To that end, the University Administration will seek UTFA's input and share information with it as follows:

- The Administration will seek UTFA's review and feedback on any housing surveys conducted for faculty and librarians in the next five years;
- The Administration will share an aggregate summary of the results of any such surveys with UTFA;
- The Administration will share updated housing stock information, which includes the number of applications and the number of units available, with UTFA on an annual basis in a new annual IR #21;
- The Administration will offer an annual in-person update to UTFA with respect to progress on Site 1 and other housing initiatives related to faculty members and librarians. UTFA will have an opportunity to ask questions during the meeting and will submit any questions or topics that it wishes the Administration to address 3 weeks in advance of the scheduled meeting date.

ASSOCIATION RATIONALE

The Association's proposal aims to introduce much-needed transparency in the Administration's housing initiatives and clarify UTFA's role in negotiating what amounts to monetary benefits being provided to its members.

Affordable housing remains out of reach for many of UTFA's members. This problem has persisted for well over a decade and undermines the Administration's ability to recruit and retain top ranking faculty members and librarians. The lack of affordable housing means that faculty members and librarians are forced to live further away from campus, with longer commutes to work. This makes for longer, more exhausting workdays, and does not align with the University's goal of attracting the top talent in the country and internationally.

In response, the Administration has—without UTFA's involvement or input—implemented several *ad hoc* initiatives aimed at providing faculty members and librarians with access to housing. These initiatives include partnerships with banks to provide low or interest-free loans to faculty members, and the provision of at-or-below market rate units for rent to newly appointed, full-time tenure-track or continuing status stream faculty members applying from outside the GTA. The

Administration has not provided UTFa or its members with any information as to how decisions with respect to these initiatives are made, what criteria, if any, are assessed, or what supports are available to faculty members and librarians year-to-year. This lack of transparency undermines UTFa's ability to negotiate, or even understand, what is clearly a compensatory benefit for its members provided by the Administration.

On March 1, 2024, the Administration advised the Association that it "appreciates UTFa's role in raising housing-related concerns on behalf of faculty members and librarians" and agreed to provide cursory information and updates to UTFa on these issues. However, the role this commitment contemplates for UTFa, and the disclosure outlined, simply do not provide the Association with the ability to adequately understand or negotiate the benefits being provided to its members.

Accordingly, the Association seeks to add additional requirements to provide necessary information on the loan and housing programs, as well as language confirming UTFa's role in negotiating future changes to these benefits, as required under Article 6 of the MOA. These changes will bring the Administration's disparate and inchoate housing initiatives in line with its existing commitment to engage in meaningful, rational, dialogue with the Association on an important benefit.

PROPOSAL #6 – BENEFITS (CHILD CARE BENEFIT)

What the Plan Covers: Faculty and Librarians

The Child Care Benefit Plan reimburses eligible child care expenses you incur between January 1 to December 31 of each year for each eligible child (natural, step, common-law, adopted or ward) under age ~~7~~ **12 or to August 31st of the year in which they turn 12, whichever is the later date.**

- For example, if your child has a birthdate of July 18, ~~2016~~ **2013** you are eligible for ~~the~~ **expenses incurred through August 31st** months ~~January – July 2023,~~ inclusive since **even though** your child turned ~~7~~ **12** in July ~~2023~~ **5**.
- **For example, if your child has a birthdate of November 1st you are eligible for expenses incurred through October 31st of the year they turn 12.**
- However, the age limit does not apply if the child was mentally or physically infirm and dependent on you as outlined under the Income Tax Act.

CHILD CARE EXPENSES YOU MAY CLAIM

You may claim child care payments made to:

- Eligible caregivers providing child care services (in home / out of home care)
- Day nursery schools and daycare centres
- Educational institutions for the part of the fees that relate to child care services (i.e. before and after school child care)
- Day camps and day sports schools where the primary goal of the camp is to care for children
- Boarding schools, overnight sports schools, or camps where lodging is involved

RESTRICTIONS:

Where childcare services are provided by an individual, the individual cannot be:

- The child's mother or father
- A spouse or common-law partner
- A person under 18 who is related to you

For information on eligible caregivers, please visit the [Canada Revenue Agency website](#).

AMOUNT OF REIMBURSEMENT

Your eligible child care expenses will be reimbursed at ~~5-~~ **100%:**

- Up to ~~\$20~~ **40** for a full day (defined as a minimum of six (6) hours of care) per eligible child and
- Up to ~~\$10~~ **20** for a half day (defined as a minimum of ~~four (4)~~ **two (2)** hours of care and a maximum of six (6) hours of care) per eligible child.

The annual maximum reimbursement per plan year is ~~\$2,000~~ **\$4,000** for each child. Note the following:

- If both parents are eligible for reimbursement, only one parent is entitled to claim reimbursement for a child under this plan.
- If you work part-time, your maximum reimbursement will be prorated **to your FTE percentage**. For example, if you work 50% FTE, your maximum reimbursement is prorated to ~~\$1,000~~ **\$2,000**.
- If you work less than the full year, your maximum reimbursement will be prorated. For example, if you are hired on July 1, your maximum reimbursement for that year is prorated to ~~\$1,000~~ **\$2,000**.

Faculty & Librarians: The maximum amount that can be paid out for all Faculty & Librarians is ~~\$1,000,000~~ **\$2,000,000**. If the total eligible claims:

- Exceed ~~\$1,000,000~~ **\$2,000,000**, your claim will be proportionately decreased so the ~~\$1,000,000~~ **\$2,000,000** maximum is not exceeded.
- Are less than ~~\$1,000,000~~ **\$2,000,000**, your claim will be proportionately increased so the entire ~~\$1,000,000~~ **\$2,000,000** is spent.

RECEIVING REIMBURSEMENT

After all claims have been submitted and processed, eligible care expenses will be reimbursed through payroll direct deposit as a separate line item, no later than April 30 each year.

This reimbursement is a T4 Taxable Benefit and is subject to legislative deductions, including income tax, Canada Pension Plan and Employment Insurance.

If you receive reimbursement under the Child Care Benefit, you can claim your eligible child care expenses on your income tax each year. For example, if you incur eligible child care expenses during the period January 1 to December 31:

- Reimbursement of expenses under U of T's Child Care Benefit would be processed by the end of April, and would be included as income on your T4 slip (which would be issued the following year).
- You can still claim your expenses when filing your income taxes for the current year (which would occur the following year).

SUBMITTING YOUR CLAIM

Please visit the [Child Care Benefit Plan: Online Application Instructions](#) article for details on the application process.

QUESTIONS

Please visit the [Child Care Benefit: FAQ](#) article for frequently asked questions.

This site is for information purposes only. For complete details, refer to your employment policy and official benefits provider documentation (e.g., the University of Toronto Pension

booklet and Green Shield benefits plan documents) as applicable. In the event of a discrepancy, the latest official documents and all applicable legislation supersede site content.

EMPLOYER POSITION

Opposed.

ASSOCIATION RATIONALE

The Association proposes reasonable adjustments to the age eligibility, daily maximum, half day rate, annual maximum, and total maximum reimbursement amounts for the Child Care Benefit.

The Administration's Child Care Benefit limits eligible expenses to childcare required for children under the age of 7. The Canada Safety Council recommends children should not be allowed to stay at home unsupervised before age 10 and should not do so for a period of more than two hours until age 12.¹⁵⁵ Prevailing guidance indicates children should not be left alone at age 7, and for the Child Care Benefit to provide meaningful coverage to members with children in need of care support, it needs to account for the full spectrum of ages in which children are likely to require supervision.

Parents in the GTA have significant difficulties securing childcare. In a 2016 comprehensive study, the City of Toronto found that "affordability is the most significant factor that impacts demand for licensed childcare. According to this study, licensed childcare is considered either unaffordable or completely unaffordable for 75% of families in Toronto".¹⁵⁶ The Canada-wide Early Learning and Child Care subsidies for daycare have made strides in addressing these affordability concerns. Unfortunately, many Toronto daycares have recently withdrawn from the program due to inadequate funding from the provincial government.¹⁵⁷

Moreover, the Canada-wide Early Learning and Child Care system only applies to children under the age of 6; childcare expenses for children aged 6-12 are not similarly subsidized. Members with school-age children routinely require after-school childcare support in order to fulfil their employment responsibilities. The cost of that childcare can be challenging, especially for single-income families and parents without robust support networks.

¹⁵⁵ Canada Safety Council, [Preparation and Communication the Key for Children Home Alone](#).

¹⁵⁶ City of Toronto, [Licensed Child Care Demand and Affordability Study](#).

¹⁵⁷ Codi Wilson, CTV News, "Parents across GTA warned by some private daycares that they may pull out of \$10-a-day program" (October 11, 2024), online: <https://toronto.ctvnews.ca/parents-across-gta-warned-by-some-private-daycares-that-they-may-pull-out-of-10-a-day-program-1.7071074>; Chantal Braganza, TVO, "Child-care systems across Canada are reaching a breaking point" (February 7, 2024), online: <https://www.tvo.org/article/child-care-systems-across-canada-are-reaching-a-breaking-point>; Roveena Jassal, NOW, "Toronto daycares are protesting new government changes to \$10-a-day program" (October 22, 2024), online: <https://nowtoronto.com/news/toronto-daycares-are-protesting-new-government-changes-to-10-a-day-program/>.

UTFA does not lead the sector in childcare benefits. Queen's University has a superior childcare benefit in terms of eligibility and maximum annual benefit per child:

- Eligibility: Members who have dependent children under the age of seven, and Members who have dependent children under the age of twelve in before and/or after school programs, summer camps, or programs during school professional activity days are eligible for reimbursement of child-care costs.
- Max benefit yearly benefit per child: \$2,250.

The proposed increase is therefore justified by the principles of replication and comparability and should be awarded.

PROPOSAL #7 - HOUSEKEEPING (COLLECTION OF AGREEMENTS)

Joint development of a shared and accessible online platform that is an archive (historical and active) of all agreements between UTFA and the Administration.

EMPLOYER POSITION

Unknown.

ASSOCIATION RATIONALE

The Association proposes the joint creation of a platform to archive all agreements between the parties. This is an administrative proposal intended to ensure the parties can give life to their shared commitments and reduce the duplication of efforts managing numerous agreements.

In addition to the MOA, which governs the relationship between the parties, the Association and the Administration routinely reach bilateral agreements to address discrete issues as they arise. This practice has resulted in a significant number of agreements between the parties that, together, define their relationship.

It is necessary to preserve all bilateral agreements for consistency, accountability, and to ensure the parties have a shared understanding of their mutual commitments. The Association proposes that a joint platform, accessible to both parties, is the most efficient and effective method to accomplish this objective.