

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

**REPLY BRIEF OF THE ASSOCIATION
PRESENTED ON MARCH 21, 2025**

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The University of Toronto Faculty Association (“UTFA” or “the Association”) makes the following submissions in reply to the Arbitration Brief of the Governing Council of the University of Toronto (“the Administration”) submitted by the Administration on March 7, 2025.

Subject to the Administration’s presentation of its arguments at the March 21, 2025 hearing, the Association reserves the right to make further reply.

WORKLOAD (STATE THE BALANCE)

- i. The Administration’s claims that UTFA’s workload proposal is a “wholesale reconstruction” of the WLPP are baseless*

In its Brief, the Administration repeats the arguments that it made in previous rounds of negotiations that UTFA’s workload proposals amount to “the wholesale reconstruction of its workload policies and procedures”.¹ The Administration asserts that UTFA’s “strategy” this round is to maximize the number of proposals being advanced with the hope of maximizing the number of proposals awarded.²

These arguments and assertions by the Administration are divorced from the present reality.

In the last round of Article 6 negotiations, UTFA advanced nine workload proposals to interest arbitration. In the current round of negotiations, UTFA advanced several workload proposals during bilaterals and carried forward only four of those proposals to Article 6 mediation. Of those remaining four proposals, UTFA has advanced only one targeted workload proposal to Article 6 interest arbitration. UTFA’s one proposal is distinguishable from any workload proposal UTFA has advanced in previous rounds.

UTFA’s sole workload proposal is responsive to the comments of arbitrators in prior rounds and the arguments advanced by the Administration in prior rounds, and is consistent with the existing language of the WLPP.

The Administration’s position on UTFA’s workload proposal is the opposite of responsive. Rather than engage meaningfully with the actual proposal, the Administration’s Brief simply recycles the hyperbolic language contained in the Administration’s previous briefs about rigid formulas, the “drastic scope” of UTFA’s proposal(s), and an overhaul of existing workload policies and procedures. All of these alarmist assertions are in response to a proposal that the balance between the three principal components of workload be stated in the Unit Workload Policy after the balance is determined, which is already required. The Association’s proposal also ensures that each member’s annual workload assignment continues to be determined individually, and that every member will know the normative balance between the

¹ University Administration’s Arbitration Brief, dated March 7, 2025 at para 34 [Administration Brief].

² Administration Brief at para 43.

three principal components of workload in their unit if it is not otherwise stated in the Unit Workload Policy.

The Administration's Brief is filled with protestations, but very few accompanying explanations as to how UTFA's proposal radically alters the *status quo*. The Administration's claim that stating the balance when a balance must already be determined is a "wholesale reconstruction of its workload policies and procedures" is not evidence-based.

ii. *UTFA's Workload Proposal is Consistent with the WLPP "themes" identified by the Administration*

At page 162 of its Brief, the Administration identified what it considers to be the five "central themes" of the WLPP: (1) unit-level autonomy; (2) flexibility; (3) collegiality; (4) transparency; and (5) accountability. In fact, the central themes of the WLPP do not need to be divined; they are explicitly listed at section 1.2 of the WLPP. UTFA's workload proposal fully aligns with the central themes of the WLPP, as stated in section 1.2.³ However, even if the arbitrator were to accept the Administration's myopic list of five "central themes", UTFA's workload proposal is consistent with all five of those themes.

(1) The autonomy of the individual academic unit

Nothing about UTFA's workload proposal compromises the autonomy of each academic unit to determine its own workload policy in a manner that is consistent with the WLPP. Under the existing WLPP language, each unit will determine its own balance between the three principal components of workload. This existing autonomy is unchanged and unfettered by UTFA's proposal. UTFA's proposal will simply require the determined balance to be stated in the Unit Workload Policy.

Under section 2.16 of the WLPP, Unit Workload Policies shall be reviewed at least every three years by the unit. In other words, a Unit Workload Policy cannot go longer than three years without a review; however, a Unit Workload Policy can be reviewed at any time and the Unit Workload Committee can revise the Unit Workload Policy in a manner consistent with the WLPP at any time. UTFA's proposal to "state" the determined balance between the three principal components of workload is entirely consistent with the existing autonomous processes for revising Unit Workload Policies under the WLPP.

(2) Flexibility

At paragraph 365 of its Brief, the Administration notes that the "workload of faculty members and librarians has a high degree of fluidity" and "can change during an academic year". The Administration states that changes to a faculty member's

³ Those themes are: fairness and equity; transparency; flexibility with consistency; collegial governance and professional autonomy; comprehensive scope commensurate with three principle components; comparable work weighed equally.

assigned workload “militate against any attempt to impose the substitution of fixed temporal measurements or standardized formulae”.

UTFA’s workload proposal maintains each unit’s maximum flexibility to determine the balance between the three components of workload in that unit. The proposal also protects and enhances the flexibility of individual workload assignments. The balance stated in each member’s annual workload assignment is an individual assessment. The balance may match the normative balance stated in the Unit Workload Policy, or it may deviate from the unit norm. As long as all three components of workload mandated by the MOA are accounted for, an individual can have a balance between the three components of workload that deviates from the unit norm.

Further, the stated balance in the annual workload assignment can be adjusted at any time during the term of the assignment. This enhances the flexibility of the current language in the WLPP. If the Association’s workload proposal is awarded, annual workload assignments will include transparent expectations about each member’s workload when the workload is first assigned, but the assignments can be changed during the term of the workload assignment by mutual agreement. Workload assignments are already required to be updated annually. UTFA’s proposal provides the Administration and the individual member with flexibility to adjust the member’s workload assignment before the one-year term of the assignment expires.

Contrary to the Administration’s claims, the stated balance or DOE is not a “fixed temporal measurement”.⁴ A faculty member or librarian’s “time”, apart from class time or assigned professional practice or service, is their own. Rather, DOE is a stated balance of the three principal components of workload that allow faculty members and librarians to calibrate their own time, efforts, and focus, in accordance with stated and collegially determined expectations.

Likewise, DOE determined at the unit level is not “standardized formulae”.⁵ It is a unit-specific exercise, which is already required under the WLPP, that brings into proportion the three parts that make up the whole of a faculty member or librarian’s workload. Stating the balance between the three components of workload is no more “rigid and quantitative”⁶ than stating a member’s percentage appointment (for example, 67% FTE), the assignment of percentages to cross appointments (for example, 49% Department of History and 51% Department of Religious Studies), or the assignment of weighted percentages to PTR assessments (for example, 40% research, 40% teaching, and 20% service).

(3) Collegiality

UTFA’s workload proposal not only supports collegiality, but it also enhances the “individual autonomy” that the Administration asserts is under threat.⁷ Under UTFA’s

⁴ Administration Brief at para 366.

⁵ Administration Brief at para 366.

⁶ Administration Brief at para 411.

⁷ Administration Brief at para 423.

proposal, changes to the member's individual workload assignment must be agreed to by the member and not unilaterally imposed. This is entirely consistent with section 3.1 of the WLPP, which states:

After consultation with the member, the Unit Head, or in the case of a librarian the person to whom the librarian reports, shall assign workload to individuals in accordance with the provisions of the WLPP, the Unit Workload Policy, and other factors relevant to the individual.⁸

UTFA's proposal also maintains all of the processes in the WLPP for developing and revising Unit Workload Policies collegially, at the unit level, and in the precise manner summarized in the Administration's Brief at paragraphs 367-68.

(4) Transparency

Transparency is the WLPP "theme" identified by the Administration that UTFA's workload proposal advances more than any other.

UTFA's proposal would make the balance between the three principal components of workload, in each unit, known to every UTFA member. UTFA members would know the balance that is the norm in their unit and the balance that is unique to their individual workload assignments. If a Unit Workload Policy fails to state the balance, that balance will be known through the WLPP. This referral back to the WLPP is consistent with the existing language of the WLPP, which requires Unit Workload Committees to create and maintain Unit Workload Policies that are consistent with the central policy.⁹ Unit Workload Committees have autonomy, but they do not have carte blanche. The WLPP is the guiding source of all Unit Workload Policies, and all Unit Workload Policies must comply with its terms.

(5) Accountability

Transparency and accountability are intertwined. The most basic form of transparency is to state what already must be determined. The balance between the three principal components of workload must already be determined unit by unit. Requiring each unit to state that balance in the unit workload policy ensures that every unit has accountability in making that determination.

UTFA's proposal also encourages accountability by guaranteeing that every UTFA member will know the DOE norm of their unit if the unit fails to state the determined balance in its Unit Workload Policy. The baseline DOEs in UTFA's proposal are not random. The proportionalities expressed in UTFA's proposed baseline DOEs are consistent with sector norms for tenure stream professors and for teaching stream professors. The baseline DOEs in UTFA's proposal provide an important and additional mechanism of reinforcement and accountability.

⁸ *University of Toronto Workload Policy and Procedures for Faculty and Librarians* [WLPP] [emphasis added].

⁹ WLPP at section 2.1.

iii. The word “balance” in the WLPP is not meaningless

In addition to being entirely consistent with the WLPP “themes” identified by the Administration, UTFA’s workload proposal ascribes actual meaning to the words the parties chose to include in the WLPP.

At paragraph 411 of its Brief, the Administration argues that “UTFA’s proposals incorrectly presuppose that each academic unit must express its determination of the balance among the three principal components of faculty members’ and librarians’ activities using a DOE framework”.¹⁰ However, the Administration never explains the material difference between balancing the three components of workload and “a DOE framework,” nor does the Administration provide an alternative example of how the balance between the three components of workload might otherwise be articulated. In fact, the Administration’s arguments almost entirely omit the word “balance”.

It bears repeating that DOE is a term of art in the academic sector that refers to assigning proportionality between the three components of workload: teaching, research, and service.¹¹ DOE is not a “formula”¹² or rigid “framework”¹³; it is literally a statement of the balance between the three components of workload that are already standardized in the MOA, the WLPP, and the sector. The Administration concedes in its Brief that DOE in the academic sector is “widely recognized”.¹⁴ What the Administration ignores is that UTFA’s DOE proposal stands alone as DOE determined by individual units, at the unit level.

The Administration’s arguments infer that “balance” in the WLPP has an unknowable quality and that any statement of the balance between the three components of workload would “constrain the self-directed nature of the research and scholarly contributions component of workload”¹⁵ and “impose new and significant constraints on the autonomy of individual faculty members to determine how to spend their time and effort”.¹⁶ UTFA submits that the word “balance” in the WLPP has meaning and the presumption should be that the parties intended the word to have meaning. The plain meaning of “balance” is “equipoise [i.e. a state of equilibrium] between contrasting, opposing, or interacting elements”.¹⁷ The balancing of academic workload is a conscious and collective exercise, which is the reason the WLPP already requires that the balance be collegially determined. Determining balance provides stability, not constraint.

UTFA’s proposal only seeks to have the determined balance between the three components of workload stated, both in Unit Workload Policies and annual workload

¹⁰ Administration Brief at para 411.

¹¹ For librarians: professional practice, scholarly contributions, and service.

¹² Administration Brief at para 411.

¹³ Administration Brief at para 419.

¹⁴ Administration Brief at para 426.

¹⁵ Administration Brief at para 414.

¹⁶ Administration Brief at para 415.

¹⁷ <https://www.merriam-webster.com/dictionary/balance>

assignments. The proposal is an iteration of the existing process. It has no effect on the actual content of a faculty member's teaching, research, or service.¹⁸ It does not interfere with the autonomy of a unit to establish norms, standards, or ranges appropriate to the Unit and consistent with the terms of this WLPP and the MOA.

iv. *UTFA's workload proposal does not establish any limit on teaching workload*

At paragraph 427 of its Brief, the Administration states that:

[a] primary objective of these 'Default DOEs' is to establish a limit on the teaching workload that can be assigned to Teaching Stream faculty relative to the teaching workload assigned to Tenure Stream faculty.¹⁹

First, nowhere has UTFA stated that this is one of the proposal's objectives, nor is it a hidden objective. The objective of including baseline DOEs in the WLPP is to ensure that every UTFA member knows their unit's DOE in the event that the Administration interferes with a Unit Workload Committee's attempt to state the DOE (which the Administration is currently doing), or the Unit Workload Committee fails to state the determined DOE in the Unit Workload Policy as required.

Second, UTFA's workload proposal does not impose a limit or cap on the teaching workload that can be assigned to teaching stream faculty. All the proposal requires is that each of the three components of workload be accounted for in the balance, which is already a requirement under the MOA and WLPP. The baseline DOEs in UTFA's proposal are consistent with sector norms for both teaching stream and tenure stream faculty, but they are not, as the Administration states, "newly-imposed". Nothing is being imposed. Each unit can and must determine its own balance. The baseline DOEs in the WLPP, if they ever need to be relied on, can be immediately ousted if a unit proceeds to state its own determined DOE.

v. *The wording of UTFA's proposal does not misstate the responsibilities of Tenure Stream and Teaching Stream faculty members*

At paragraph 437 of its Brief, the Administration argues that:

In describing the components of the "Default DOEs" for Tenure Stream and Teaching Stream faculty, UTFA uses the phrase 'research, scholarly or professional work' in both instances. This is inconsistent with how the responsibilities of Tenure Stream and Teaching Stream faculty are described in the PPAA.

The point the Administration is attempting to make here is unclear, but the Administration concludes by stating that "UTFA's attempt to describe these separate requirements [of tenure stream and teaching stream faculty in the PPAA] using the same terms 'research, scholarly and professional work' in both instances is

¹⁸ For librarians: professional practice, scholarly contributions, and service.

¹⁹ Administration Brief at para 427.

intentional” and UTFA is “seeking to establish incorrect and inaccurate qualitative descriptions of faculty workload.”²⁰

To demonstrate the inaccuracy of the Administration’s arguments, the relevant section of the Association’s workload proposal is reproduced below:

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.**

First, UTFA does not use the phrase “research, scholarly or professional work” in the above proposal. UTFA uses the phrase “research, scholarly, creative, or professional work”.

Second, UTFA’s use of the phrase “research, scholarly, creative, or professional work” was not made up by UTFA or plucked from thin air. The preceding paragraph of the WLPP describes the remainder of a faculty member’s time (apart from teaching and service) as “research, scholarly, creative, or professional work consistent with the type of appointment the faculty member holds”.²¹ In other words, the language used in UTFA’s proposal (and impugned by the Administration) matches the existing language in the WLPP and notes that self-directed time “may” consist of these things “consistent with the type of appointment the faculty member holds”.²²

The language of UTFA’s proposal is the language the parties themselves chose to describe the self-directed time of all faculty members in the WLPP, with the understanding that such time would be used in a manner consistent with the faculty members’ appointment type. So, yes, UTFA’s use of this language in its workload proposal was very intentional. But, no, the intent of using this language was not to “establish incorrect and inaccurate qualitative descriptions of faculty workload”. The intent was to use the correct and accurate qualitative descriptions of faculty workload

²⁰ Administration Brief at para 444.

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

²² *Ibid.*

that the parties have already agreed to in the WLPP. Section 7.0 of the WLPP provides more information on the content of workload for teaching stream faculty. This information is categorized in the WLPP as “additional” and does not supplant the description of faculty workload in section 4.0.

vi. UTFA’s proposal is not premised on FCE measures

At paragraph 446 of the Administration’s Brief, the Administration states that:

UTFA’s DOE concept is premised on the assumption that all teaching work performed by faculty members in the Tenure Stream and Teaching Stream can be measured using full course equivalents (“FCEs”).

Nowhere in UTFA’s Brief does UTFA refer to FCEs or any connection between FCEs and the proposal to state the determined balance between the three components of workload. The Association’s proposal does not interfere with the ability of individual units to develop their own “workload norms, standards or ranges appropriate to the Unit”.²³ Most units express teaching norms using the language of FCEs, but this is not a requirement under the WLPP and individual units have the ability to determine what, if any, correlation exists between the stated workload balance and the FCE norms of the unit.

The same is true for graduate supervision.²⁴ Stating the workload balance in the Unit Workload Policy does not assign any quantitative value to graduate supervision. Such values are for the Unit Workload Committee to determine collegially and at the unit level.

vii. UTFA’s workload proposal for librarians is based on current practice, not presumptions

At paragraph 461 of the Administration’s Brief, the Administration states that:

UTFA’s proposal to amend Article 8.1 of the WLPP is based on the inaccurate presumption that there must be a standard balance amongst the three activities that constitute a librarian’s professional responsibilities.

In fact, UTFA’s proposal is consistent with the current practice among its librarians, who have already chosen to incorporate DOE into the Librarian Workload Policy.²⁵

At paragraph 53 of its Brief, the Administration argues that “interest arbitrators contrast the nature of the proposal with the terms and conditions of employment that are already enjoyed by the affected employees”.²⁶ In this case, the existing terms and conditions of employment for University of Toronto librarians include a collegially determined statement of the balance between the three components of a librarian’s workload. The current Librarian Workload Policy states that:

²³ [WLPP](#) at section 2.1.

²⁴ Administration Brief at para 447.

²⁵ [Librarian Workload Policy](#) at p 4.

²⁶ Administration Brief at para 53.

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.²⁷

The baseline DOE for librarians in UTFA's workload proposal will come into play if, and only if, the existing statement of DOE is removed entirely from the Librarian Workload Policy.

viii. The Administration does not understand the needs of UTFA members better than UTFA members

As a final point of reply on workload, the Association wishes to be very clear: it is not the place and purview of the Administration to dictate to UTFA members what UTFA members understand to be their workload needs.

The Administration's arguments on workload are riddled with assumptions and declarations about what UTFA members understand about their workload and their workload needs. For example, the Administration states that: "faculty members and librarians have maintained a clear and broad understanding of their professional expectations, including the expectations set by and through the Unit Workload Policies under the current WLPP"²⁸ and that stating the determined balance between the principal components of faculty member or librarian workload will impede "academic freedom and individual autonomy".²⁹ The Administration is clearly confused about whose interests it is representing in these proceedings.

It ought to go without saying, but UTFA is the voice of faculty members and librarians. The Administration is free to make any argument it chooses to make about how UTFA's workload proposal may impact the Administration as an Employer, but it is not the Administration's place—nor does the Administration have the ability—to argue that UTFA's workload proposal does not work for faculty members and librarians when faculty members and librarians, as a collective voice, are saying the opposite. UTFA IS faculty members and librarians, and those faculty members and librarians are saying that a statement of the balance IS what faculty members and librarians want. The principles of collegial governance demand that the Administration stop co-opting the voices of UTFA members and interfering with how faculty members and librarians want to understand and manage their workloads.

²⁷ [Librarian Workload Policy](#) at p 4.

²⁸ Administration Brief at para 419.

²⁹ Administration Brief at para 423.

SALARY

1) SALARY FLOORS

- i. *The information in the Administration's Brief supports UTFA's proposal to increase the salary floors for faculty members and librarians*

At paragraph 88 of its Brief, the Administration notes:

Save and except for the ranks for Professor, Teaching Stream and Associate Professor, Teaching Stream, each rank in each stream is associated with a nominal minimum salary which is not reflected in actual hiring rates.

The fact that the minimum published salaries are not reflected in actual hiring rates is precisely why UTFA has proposed an increase to the published minimum salary floors. The published floors are "nominal" and do not reflect reality. The current salary floors indicate that the starting salary in the teaching stream is higher than the starting salary in the tenure stream. This is false.

The Association does not dispute that starting salaries are negotiable at any rank. However, the Administration highlights that the University of Toronto is the only "publicly assisted postsecondary institution in Ontario...that could be described as covering all the bases in its pre-eminence". The critical point to be made is that no professor being hired by a pre-eminent postsecondary institution like the University of Toronto³⁰ should receive an annualized salary lower than \$120,000. The Administration admits, at paragraph 115 of its Brief, that ATB increases are often applied to salary floors. If this is the case (and UTFA agrees it should be the case that ATBs are applied to salary floors) then the salary floor itself must be tied to some logic and comport with reality.

A salary floor adjustment would cost the Administration very little in terms of overall compensation. The Administration admits that "[t]he minimum salary payable to faculty members is not an issue that impacts a significant number of faculty members."³¹ However, despite its low cost, an increase in the starting salary of faculty members would have an important upward mobility effect that would improve faculty member salaries where those improvements are most needed.³² Currently, the average salary of an Assistant Professor at the University does not sit "top of market".³³ This is inconsistent with the principle that the wages of University of Toronto faculty members and librarians should lead the sector. This inconsistency must be remedied.

At paragraph 178 of its Brief, the Administration acknowledges that salary floors for faculty members have not been addressed for approximately 20 years. At paragraph 197 of its Brief, the Administration states that over the past 20 years only minor

³⁰ Administration Brief at para 69.

³¹ Administration Brief at para 182.

³² <https://trusaic.com/resources/the-compounding-effect-of-starting-salary/>

³³ Administration Brief at p 49.

increases have been made to librarians' minimum salaries. This neglect is precisely why UTFA is proposing to modernize the salary floors not (as the Administration claims) as "a drastic departure from the status quo"³⁴ but so that the floors accurately reflect the *status quo*.

2) ACROSS-THE-BOARD ("ATB") INCREASE

- i. The Administration's proposal further erodes wages and denies faculty members and librarians even modest real wage growth*

The Administration's proposal for below-inflation ATB salary adjustments is inconsistent with the principles governing ATB increases for faculty members and librarians at the University of Toronto. In short, the Administration argues that the wage increases of UTFA members are tied to the increases the Administration has bargained with other employee groups. The Administration argues that there is no basis for UTFA member wages to catch up to inflation in this round. This begs the question: if not now, then when?

At paragraph 69 of its Brief, the Administration extols the University's pre-eminence but then balks at proposed wage increases that would barely exceed catch up with inflation. The last interest arbitration award between these parties could not have outlined the principles associated with faculty member and librarian wage increases more clearly. The conclusion in *University of Toronto v University of Toronto Faculty Association* ["the Gedalof Award"] was not that UTFA member wage increases are tied to increases negotiated with other University of Toronto employee groups. Rather, UTFA wage increases look back to the "prior year" of inflation so that UTFA member wages generally track inflation, with some years of additional give and some years of take.

The Administration dismisses the relevance of historical inflation because the previous award included some "catch-up" on inflation and the "catch-up" awarded exceeded the ATBs at other universities for the same period. The Administration argues that catch-up and high inflation were addressed in the previous round.³⁵ In fact, in the decision accompanying the previous award, the arbitrator expressly stated that this was not the case:

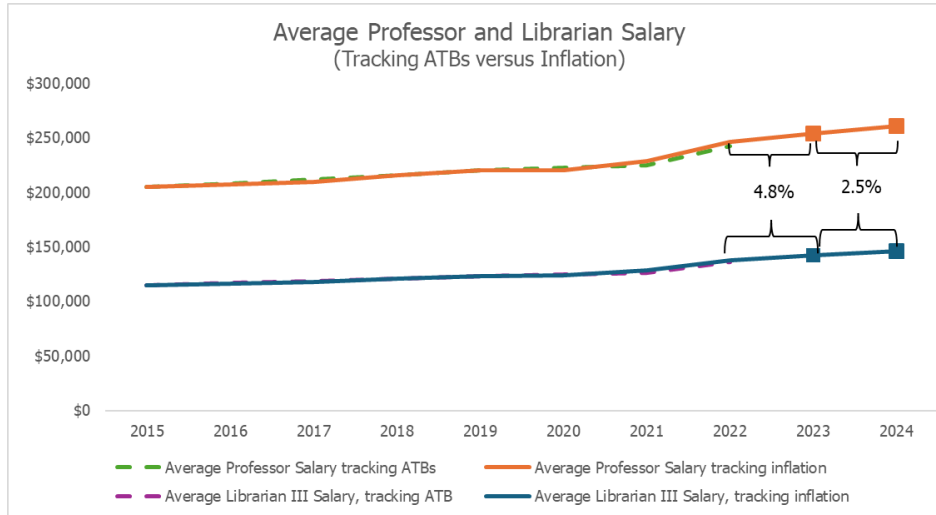
Based on the prior-year inflationary assessment, this award goes a significant way toward restoring wages against inflation. It is true, given the retroactive term being decided here, that we know that inflation has continued to rise above recent norms, and that further erosion of wages has occurred. 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.³⁶

³⁴ Administration Brief at para 179.

³⁵ Administration Brief at para 173.

³⁶ *University of Toronto v University of Toronto Faculty Association*, [2023 CanLII 85410](#) (Gedalof) at para 108 [emphasis added].

UTFA's ATB proposal appropriately applies the "prior year" approach to ensure that the spending power of faculty member and librarian wages are protected. In order for that baseline protection to be achieved, at least 7.4% growth in wages would be required over two years:

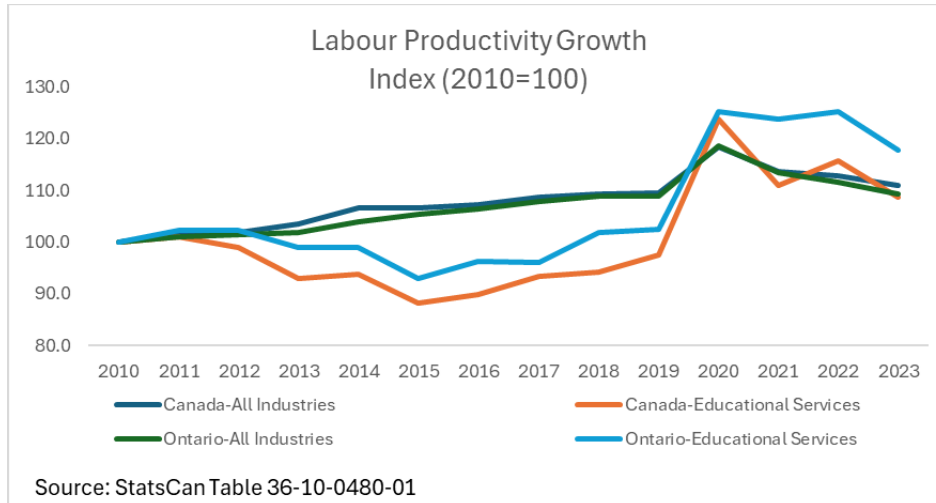


UTFA's proposal accounts for this 7.4%, but also adds an additional 1.1% wage increase in year 1 and 2.0% wage increase in year 2, effectively a real (inflation-adjusted) increase of roughly 3.1% across two years.

UTFA's proposal, not just for inflation catch-up, but for real wage growth, is entirely justified by basic economic theory. Wages naturally grow faster than inflation (i.e. real wage growth) as a result of workers becoming more productive over time. Simply put, higher productivity should, in the medium and long run, lead to higher wages, even after adjusting for inflation.³⁷ This is not theoretical. The relationship between productivity and real growth wage increases has generally held in Canada for several decades.³⁸ And, indeed, workers have become more productive. According to Statistics Canada, education workers in Ontario, of which UTFA members are a part, are approximately 20% more productive than they were in 2010:

³⁷ Sharpe, A, Arsenault, JF, & Harrison, P (2008). ["The Relationship Between Labour Productivity and Real Wage Growth in Canada and OECD Countries"](#), Centre for the Study of Living Standards, CSLS Research Report No. 2008-8, Part III at pp 14-21.

³⁸ *Ibid*, Chart 7 at p 36.



Against this backdrop, it is unsurprising that workload, yet again, features prominently in UTFA's final Article 6 proposals. In short, faculty members and librarians at the University of Toronto are a workforce that is producing more and more and yet the real wages of faculty members and librarians continue to shrink year over year, and there has been no additional compensation for the documented growth in productivity.

- ii. *The Administration agrees that ATB increases to base salaries, salary floors, PTR, and the overload stipend is the norm*

At paragraph 115 of the Administration's Brief, the Administration notes that:

UTFA proposes to apply its ATB increases to many different compensation components. Several of them are uncontroversial. For example, ATB increases are often applied to the base salaries and salary floors of faculty members and librarians. The University Administration and UTFA have agreed on how any ATB increase awarded for the period July 1, 2023 to June 2024 will be applied to the July 1, 2024 PTR payment. Both parties' proposals confirm the application of their respective proposed ATB increases to the minimum per course/overload stipend.

The Administration concedes that ATB increases to base salaries, salary floors, PTR, and the overload stipend are "uncontroversial". Given this consensus, it makes no sense for the parties to spend time and energy re-confirming this consensus year upon year. Rather, the regular and automatic application of these increases should be affirmed once and for all.

- iii. *Using Article 6 to negotiate salary items is not an expansion of Article 6*

At paragraph 117 of its Brief, the Administration states that

In the four decades that the MOA has governed the negotiation, mediation and arbitration of the salaries of faculty members and librarians at the University, the University Administration and UTFA have never used the Article 6 process to negotiate, mediate or arbitrate the quantum of stipends provided to individuals who hold 'UTFA Academic Admin.

Roles.’ Doing so as part of an interest arbitration award would be an unprecedented expansion of how the Article 6 process has been used and how ATB increases have been applied.

Article 6 of the MOA permits UTFA to negotiate salary annually and to have salary proposals advanced for final resolution before the Dispute Resolution Panel. Stipends are salary items. The fact that the Administration prefers to negotiate this particular type of salary item behind closed doors does not turn it into something other than salary. The value of that salary item should be protected over time, and it is entirely reasonable that ATB increases would be applied to items that make up a member’s total salary, and not simply base salary.

3) PTR

i. ATB and PTR are not interchangeable and do not “offset” one another

At paragraph 202 of its Brief, the Administration states that “[t]he University has a clear preference for providing PTR awards over ATB increases”.

On this point, UTFA wishes to be clear and unequivocal: ATB and PTR address entirely different faculty member and librarian salary considerations. ATB salary adjustments and PTR salary adjustments are not interchangeable, and one form of compensation does not offset the other. ATB increases to base salaries ensure that the spending power of UTFA member wages retain their real value and are corrected for erosion over time. PTR compensates for career advancement and demonstrated excellence. PTR is merit-based pay and is not earned by all members. Faculty members and librarians do not earn merit pay in order to protect their wages against inflation. They earn merit pay to reflect true market value and to progress through the ranks, which is the literal definition of “PTR”.

ii. UTFA’s PTR proposal does not change the PTR “framework”

The Administration claims that UTFA’s PTR proposal, which amounts to nothing more than increasing the amount of the PTR pool, is a “substantial change to the PTR framework”.³⁹

In fact, UTFA has not proposed any change to the PTR framework. UTFA’s proposal, if awarded, simply requires the Administration to invest more money in the PTR pool. That pool, as a percentage of total wages, has eroded over time. That erosion must stop and the Administration must reinvest in the pool. This is an uncomplicated calculation. The Administration can easily determine 2.5% of total wages and allocate that amount for PTR using the same framework that currently exists in the AAPM.

³⁹ Administration Brief at para 214.

BENEFITS

i. UTFA is not in competition with "other employee groups"

At paragraph 239 of its Brief, the Administration states that:

The benefits provided to faculty members and librarians are very competitive with the benefits provided to other employee groups with the University[...].

In doing so, the Administration is drawing a false equivalency. The health benefits and other benefits negotiated in each round by UTFA, for UTFA members, are tied to the specific needs and interests of faculty members and librarians, which do not necessarily align and overlap with the interests of other employee groups at the University of Toronto. Examples of this include mental health benefits, vision care, and—a feature of UTFA’s proposal this round—high quality assistive hearing devices.

UTFA repeats and relies on the arguments in support of its benefits proposals as articulated in UTFA’s Arbitration Brief. Those proposals are fully in line with the principle of gradualism. They represent modest and incremental improvements over a three-year term and should be awarded in full.

ii. Housing is a benefit

The Association vehemently disputes the Administration’s claims that UTFA’s housing proposal is inarbitrable.

Housing and access to affordable housing is a material benefit and there is simply no other way to characterize these items other than as benefits.

When the Administration offers housing benefits, such as forgivable loans, the Administration literally calls it a benefit. In one letter to an UTFA member describing such a benefit, the Administration notes [emphasis added]:

You have been offered an interest-free, forgivable housing loan for a 5-year term to assist you in purchasing a residence in Toronto.

[...] This loan will bear no interest as long as you are employed in the Faculty of [X] at the University of Toronto. Interest on the unpaid balance of the loan, at the prescribed, imputed rates (set by the Canada Revenue Agency – currently 4%) will be **reported as a taxable benefit** annually.

Subject to the conditions which follow, the University will forgive the loan at the rate of \$8000 per year, on March 31 of each year, commencing March 31, [XXXX] and ending March 31, [XXXX]. The amounts of such forgiveness will be **reported as a taxable benefit** to you.

The Administration’s claim that housing benefits are not “arbitrable” is implausible.