

APRIL 25, 2018

MEMORANDUM OF AGREEMENT

BETWEEN:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (THE
“UNIVERSITY”)

-AND-

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION (THE “ASSOCIATION”
OR “UTFA”)

By the signature of authorized representatives hereunder the parties agree as follows:

1. The signed April 25, 2018 Memorandum of Settlement attached hereto and the Senior College document attached hereto will be recommended unanimously by the respective negotiating teams to their respective principals for ratification. In this regard the parties waive the conditions in the second recital paragraph of the signed April 25, 2018 Memorandum of Settlement attached hereto.
2. With respect to unresolved issues related to Workload, PTR Guidelines and Salary Anomaly the parties agree to engage in facilitated discussions with William Kaplan on May 17th and 30th, 2018, and if necessary other dates as may be mutually agreed or directed by the facilitator. William Kaplan will remain seized as mediator-arbitrator with respect to these matters. The above is without prejudice or precedent to the University’s position on whether PTR Guidelines and Salary Anomaly are arbitrable under Article 6 of the MOA and the University’s ability to raise a preliminary objection in this regard if these matters proceed to arbitration.
3. All other proposals are withdrawn.

Dated at Toronto this 25th day of April 2018

For the University

For the Association

APRIL 25, 2018 UNIVERSITY CONFIDENTIAL AND WITHOUT PREJUDICE
SETTLEMENT OFFER

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

(the "University")

-and -

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

(the "Association" or "UTFA")

CONFIDENTIAL AND WITHOUT PREJUDICE MEDIATION WITH WILLIAM KAPLAN -
CONDITIONAL AGREEMENT RE ARTICLE 6 SALARY, BENEFITS AND WORKLOAD

The terms and conditions of this confidential and without prejudice mediation agreement shall remain confidential unless or until the condition is met, or the parties mutually agree otherwise.

All of the terms and conditions of this conditional agreement are subject to mutual agreement on any amendments to the Workload Policy, in mediation with William Kaplan on or before April 25, 2018 and the PTR Guidelines, the salary anomaly proposal, the senior college proposal and the licensed software proposal in mediation with William Kaplan on or before April 25, 2018, or thereafter as agreed to by the parties. The reference to PTR Guidelines, salary anomaly, senior college and licensed software in this paragraph is without prejudice or precedent to any position the University has taken or may take that these matters do not fall within the scope of mediation or arbitration under Article 6.

The negotiating committees of the University and the Association have met and negotiated pursuant to the provisions of Article 6 of the Memorandum of Agreement, including in mediation with William Kaplan as mediator/arbitrator, and have reached agreement on the terms and conditions set out herein, subject to the condition set out above.

The parties agree that they will recommend any final mediated settlement unanimously to their respective principals.

The terms of this agreement are as follows:

1. TERM

This agreement is for 2 years commencing July 1, 2018 and ending June 30, 2020

AGREED

2. COMPENSATION

(a) Salary

- July 1, 2018 1.9 % across-the-board salary increase
- July 1, 2019 2.0 % salary increase paid as follows:
 - 1% across-the-board
 - 1.0 % paid as a flat dollar amount of \$1,630 per full-time member, pro-rated for part-time members:

(b) PTR

PTR for July 1, 2018 utilizing the PTR model in the November 2015 Memorandum of Settlement and June 2017 Memorandum of Settlement and utilized beginning with the July 1, 2016 PTR exercise. For this purpose, the reference point will be \$163, 970.

PTR for July 1, 2019 utilizing the PTR model used prior to the November 2015 Memorandum of Settlement – i.e. as last utilized with the July 1, 2015 PTR exercise.

PTR breakpoints [and increments](#) will move by 1.9 % for the June 30, 2019 PTR exercise and by 2.0 % for the June 30, 2020 PTR exercise./

(c) Days (Librarians)

The parties are not in agreement with the title or description of the days (Librarians). Without prejudice or precedent to either parties' position in this regard:

Effective July 1, 2018 increase the number of days (Librarians) available for each librarian from 10 to 12 days as per existing practice.

Effective July 1, 2019 increase the number of days (Librarians) available for each librarian from 12 to 14 days as per existing practice.

Under exceptional circumstances, a librarian may apply to take more than the number of days available as set out above. Any additional days will require approval of the librarian's manager as well as the approval of the University Chief Librarian or [her/his/their](#) designate.

3. LTD

See March 27, 2018 8:30 p.m. document attached hereto as Appendix "A".

AGREED

4. PER COURSE STIPEND AND OVERLOAD RATE

Effective July 1, 2018: \$17,544

Effective July 1, 2019: \$17,895

AGREED

5. BENEFITS

(a) Effective July 1, 2018 introduce partial coverage for Continuous Glucose Monitoring for Type 1 Diabetes under the EHC plan as follows:

- Plan participants with diagnosed type 1 Diabetes, who have a treating specialist's recommendation (submitted to Green Shield for prior approval) that they utilize a Continuous Glucose Monitor (CGM), will be eligible for partial reimbursement of equipment and supplies as follows:
 - In any 12 month period, commencing with the first claim:
 - • CGM Transmitters – **90% reimbursement** to a maximum \$1000 / 12 months
 - • CGM Sensors – **90% reimbursement** to a maximum of \$2,000 / 12 months
 - • CGM Receiver – **90% reimbursement** to a maximum of \$600 every 3 years

Reimbursement under this plan is subject to eligible claims first being submitted to the Provincial Assistive Devices Program should coverage become available for CGM or related supplies.

If participating in a monthly subscription plan with a CGM provider, invoice and receipts submitted for reimbursement must clearly show the amount paid separately for transmitters and sensors.

Note: Faculty and Librarians who are currently in receipt of a better benefit than the benefit set out above will be grand-parented and maintain the better benefit they currently receive.

AGREED

(b) Pregnancy/Adoption/Primary Caregiver/Parental Leave for Faculty and Librarians

The parties will revise existing policies consistent with Appendix “B” attached hereto.

AGREED

(c) Gender Affirmation Leave

Faculty members and librarians who provide a certificate from an appropriate medical practitioner confirming that the faculty member or librarian requires a leave(s) of absence for the treatments and procedures related to gender affirmation are entitled to a paid leave(s) of absence for such purposes.

AGREED

(d) University Faculty and Staff Housing and Loan Program

The parties note that many years have passed since the University Faculty and Staff Housing and Loan Program (the “Program”) has been revised and that there have been significant increases to the cost of housing over that period. Accordingly, following the completion of this mediation/arbitration process, the University and UTFA will convene a small group to review and discuss the current Program, including considering what other universities do in this regard.

AGREED

(e) Psychologist and Mental Health Benefit

July 1, 2018, expand coverage under the existing Registered Psychologist benefit to include Registered MSW and Registered Psychotherapists, and increase the overall combined maximum coverage from \$2,000 to \$3,000 per person/plan year.

AGREED

(f) Paramedical Benefits

- Effective July 1, 2018, increase the combined paramedical maximum from \$950 to \$1,250/person/plan year.
- Effective July 1, 2018, remove the requirement for a doctor’s letter for registered massage benefits.

(g) Childcare Subsidy

That coverage under this benefit be revised to remove the age cap for children with documented disabilities.

Representatives of the University will meet with representatives of UTFA to discuss streamlining the document process related to the Child Care Subsidy. William Kaplan will be seized as mediator/arbitrator if the parties are unable to resolve issues regarding the streamlining of the document process, without prejudice or precedent to either party's position on whether or not this is an arbitrable issue regarding salary, benefits or workload under Article 6 of the MOA.

(h) Compassionate Care Benefit

Please see section on Disruptions to Research at www.research.utoronto.ca/faculty-and-staff/manage-your-research-funding/spending/ and the assistance indicated therein will continue to be available.

AGREED

(i) Audio Benefit

- Effective July 1, 2018 increase the reimbursement for hearing aids from \$500/ear to \$750/ear every 3 years.
- Effective July 1, 2019 increase the reimbursement for hearing aids from \$750/ear to \$1000/ear every 3 years.

AGREED

(j) Vision Benefit

- Effective July 1, 2018, increase vision care from \$400 to \$450 every 24 months.

AGREED

(k) Dental

Increase major restorative by \$300 to \$2,800 effective July 1, 2018, still 80% employer paid.

AGREED

6. PENSIONS

Pension Plan Maximum

The mechanism set out in paragraph 10 of the November 21, 2015 MOS will continue for the additional calendar years 2019 and 2020 with William Kaplan remaining seized as mediator-arbitrator.

AGREED

7. Equal Pay for Equal Work Provisions of the ESA

See Appendix "C" attached hereto.

AGREED

8. Research or Study Leave for Librarians

Issues related to librarian research and study leave, including inclusion in Article 4 of the MOA, to be discussed at Librarian side-table on librarian policy. If no agreement, and without prejudice to whether any aspect of librarian research and study leave falls within the binding arbitration jurisdiction of Article 6, Kaplan to remain seized of any aspect that falls within Article 6 binding arbitration.

AGREED

9. William Kaplan will be seized as mediator-arbitrator of any issues concerning the implementation, interpretation, administration, application or alleged breach of the terms and conditions of this Memorandum of Settlement.

10. All other proposals are withdrawn.

11. This Memorandum of Settlement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.

DATED at Toronto this _____ day of April, 2018

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Per:

Per:

Per:

Per:

Per:

Per:

Per:

Per:

Per:

Per:

Per:

Per:

Appendix A

March 27, 2017/2018 – 5:30 pm

U of T and UTFA Confidential and Without Prejudice Mediation with William Kaplan

LTD - U of T Proposal

The University proposes:

The Working Group established in the October 15, 2015 Letter of Understanding Re Joint Working Group on LTD Plan Design/Funding attached to the 2015 Memorandum of Settlement (the “Letter of Understanding”) will continue under the same terms, except as follows:

- a. The Administration will provide information as per paragraph 3 of the Letter of Understanding no later than ~~October 15~~ May/July 15, 2018. This will include data up to and including 2017/18 as available.
- b. The Working Group will meet by ~~November~~ May 31/September 15, 2018.
- c. The Working Group will review plan design and funding options and make recommendations for pPlan design and best funding options for a faculty and librarians Plan (it being understood that the review and recommendations may cover any options) to enable moving forward with an RFP, no later than ~~March 31~~ November 30, 2018/January 15, 2019.
- d. ~~The University will establish an LTD RFP advisory group or groups to provide input into the LTD RFP process in April, 2019, with representation from UTFA and other employee groups. The Administration will provide UTFA with a draft Request for Proposals (RFP) for comment no later than February 28/March 31, 2019; UTFA will respond by March 31/April 30, 2019.~~
- e. The University Administration will issue the RFP no later than ~~July~~ May 31/June 30, 2019. Results will be shared with UTFA and the LTD Advisory Working Group no later than ~~September 30~~ July 31/August 31, 2019.
- f. The result of the RFP Working Group will consider the options arising out of the RFP process, including premium structure, and make final recommendations for Plan Design and funding for UTFA and for other employee groups will be made an LTD plan no later than December 31/October 31, 2019, with implementation for July 1,

2020 of the LTD plan will occur as soon as practicable, and no later than July 1, 2020.

i) —

g. Failing agreement by ~~that date~~ October 31, 2019, or such later date as may be agreed by the Working Group, either party may refer the matter for arbitration before William Kaplan as per paragraph 4 of the Letter of Understanding.

~~h. The timelines in this agreement may be extended by mutual agreement of the parties or by Mr. Kaplan at the request of either party and such agreement shall not be unreasonably withheld.~~

Any dispute over the relevance of the information requested as per paragraph a) or the timeliness within which it is being provided will be resolved by Arbitrator Kaplan on a summary and expedited basis

The timelines in this agreement may be extended by mutual agreement of the parties or in exceptional circumstances of ordered by Arbitrator Kaplan.

Appendix B

U OF T AND UTFA – CONFIDENTIAL AND WITHOUT PREJUDICE MEDIATION WITH WILLIAM KAPLAN

MARCH 23, 2018

PROPOSAL FOR PREGNANCY/ADOPTION/PRIMARY CAREGIVER LEAVE FOR FACULTY AND LIBRARIANS

For faculty and librarians who qualify for top up, the following would apply effective July 1, 2018.

Changes from current to proposed are highlighted in yellow.

	Pregnancy/Adoption/Primary Caregiver leave (paid)	Parental leave (paid)	Parental leave (unpaid)	Total max leave
Birth parent (current)	20 weeks: 2 weeks' waiting period for EI maternity leave (@95%) Plus 15 weeks' top up EI mat leave benefit (to 95%) Plus 3 weeks' top up EI parental leave benefit (to 95%)	10 weeks' top up EI parental leave (to 95%)	22 weeks	52 weeks
Birth parent (proposed)	20 weeks: 1 week waiting period for EI maternity leave (@97%) Plus 15 weeks' top up EI mat leave benefit (to 97%) Plus 4 weeks' top up EI parental leave benefit (to 97%)	10 weeks' top up EI parental leave (to 95%)	48 weeks	78 weeks
Adoptive parent & primary caregiver (current)	20 weeks: 2 weeks' waiting period for EI parental leave (@95%) Plus 18 weeks' top up EI parental leave (to 95%)	10 weeks' top up EI parental leave (to 95%)	22 weeks	52 weeks
Adoptive parent & primary caregiver (proposed)	20 weeks: 1 week waiting period for EI parental leave (@97%) Plus 19 weeks' top up EI parental leave (to 97%)	10 weeks' top up EI parental leave (to 95%)	33 weeks	63 weeks
Non-birth parent (current)	N/A	10 weeks' top up EI parental leave (to 95%) including pay at 95% for 2 week waiting period if applicable.	27 weeks	37 weeks
Non-birth parent (proposed)	N/A	10 weeks' top up EI parental leave (to 95%) including pay at 95% for 1 week waiting period at if applicable	53 weeks	63 weeks

Appendix C

March 27, 2018 – [University 5:45 pm](#)

U of T and UTFA Confidential and Without Prejudice Mediation with William Kaplan
Proposal regarding the Equal Pay for Equal Work Provisions of the ESA

1. The University and UTFA agree that any part-time faculty member or librarian or group of part-time faculty members or librarians who alleges a breach of section 42.1 of the ESA will pursue such a complaint through the grievance process set out in Article 7 of the MOA, with written grievances commencing at Step 3 and up to and including Step 4 being referral to and final and binding adjudication by the Grievance Review Panel.

2. Without precedent or prejudice to either party's position on Article 7, the parties agree that UTFA can bring a grievance on behalf of one or more part-time faculty and/or librarian members in an academic unit or library department where at least one part-time faculty and/or librarian member in the academic unit or library department has raised with UTFA an alleged breach of s. 42.1 of the ESA.

3. Complaints concerning part-time faculty members or librarians of a breach of section 42.1 may initially be raised/discussed on a mutually agreed without prejudice basis at ad hoc meeting(s) to be scheduled from time to time as necessary between representatives of the University (e.g. the Vice-Provost Academic and in-house counsel) and UTFA (e.g. the UTFA President and/or Grievance Officer and/or in-house counsel).

4. If following a meeting under paragraph 3 above the complaint was not resolved a grievance could be filed at Step 3. For clarity, a grievance may be also be filed directly at Step 3 without first being discussed in the ad hoc meeting described in paragraph 3.

5. If following the Step 3 grievance process a grievance was referred to the GRP at Step 4 the parties would consider agreeing to a mediation with Mr. Kaplan before any adjudication before a panel of the GRP on the understanding that Mr. Kaplan's involvement as mediator would not disqualify him from sitting as the Chair of a panel of the GRP in respect of the grievance.

6. The "reprisal prohibited" provisions of Section 74(1) of the ESA would be applicable in respect of complaints or grievances under the MOA relating to an alleged breach of Section 42.1 of the ESA.

7. Where appropriate, the parties will expedite the complaint, mediation, and grievance processes.

April 25, 2018

U of T and UTFA Confidential and Without Prejudice Mediation with William Kaplan

This proposal is made without prejudice or precedent to the University's position that the Senior College issue is not subject to arbitration under Article 6 of the MOA.

Provided that UTFA withdraws its Senior College Proposal

Senior College

The University continues to support Senior College with space, staffing and other resources as set out in the Letter of Understanding between the University and UTFA with regard to retired faculty and librarians dated March 14, 2005.

In 2008 support included a Senior Staff position at 0.5 FTE. The position was increased to 0.6 FTE in 2014. In 2015 UTFA agreed to provide additional funding for the Senior Staff position in an amount equivalent to 0.4 FTE.

The current salary for the Senior Staff position is \$83,195.00 per year with the University's 0.6 FTE share representing \$49,917 per year and UTFA's 0.4 FTE share representing \$33,278.50 per year. UTFA has given notice that it will cease providing this funding in September of 2018.

The University is currently undertaking a staffing review of the Senior Staff position in order to best understand the staffing requirements in light of UTFA's decision to withdraw its funding support. During the period July 1, 2018 to June 30, 2020, the University will continue to fund the Senior Staff position. Further, in the event that the staffing review indicates that the Senior Staff position be a less than 1.0 FTE position the University will for the same period continue to provide funds equivalent to a 1.0 FTE to support the Senior College. For clarity and by way of example, if the staffing review determined that after September of 2018 the Senior Staff position should be 0.75 FCE (i.e. \$62,396.64 per year based on the current 1.0 FTE salary of \$83,195.50 per year) the balance of funds equivalent to 0.25 FCE (i.e. \$20,798.88 per year based on the current 1.0 FTE salary of \$83,195.50 per year) would be made available to Senior College by the University to be used for other supports.