

May 21 2026

IN THE MATTER OF AN ARBITRATION CONCERNING SALARY AND BENEFITS

B E T W E E N:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

(the "University Administration")

- and -

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

("UTFA")

UNIVERSITY ADMINISTRATION'S REPLY BRIEF

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INTRODUCTION TO THE UNIVERSITY ADMINISTRATION'S REPLY BRIEF

1. The University Administration is in receipt of UTFA's Arbitration Brief dated May 19, 2026. The submissions below set out the University Administration's reply thereto. The University Administration reserves the right to address any further submissions made by UTFA in its reply.

2. UTFA has not used this proceeding to pursue "a small number of core priorities." It seeks significant and costly increases to a large number of salary and benefit items. UTFA's proposals are not responsive to "critical gaps that have emerged with respect to inflation, the pay and benefits offered by other universities, and the financial realities facing UTFA members." Faculty members and librarians employed by the University of Toronto receive salaries and benefits that are properly aligned with the relevant internal and external comparators and the University's current financial circumstances.

3. In addition, UTFA has altered its ATB percentage salary proposal in a way that extends beyond the jurisdiction provided to an interest arbitrator under Article 6 of the Memorandum of Agreement and in a way that contravened the parties' earlier agreements regarding the process to be used in this proceeding. This preliminary issue is addressed in more detail below.

PRELIMINARY ISSUE RE: UTFA'S ATB SALARY PROPOSAL

4. The jurisdiction of an interest arbitrator appointed in lieu of a dispute resolution panel under Article 6 of the Memorandum of Agreement is limited only to "those unresolved matters relating to salaries, benefits and workload that have been referred to it by the parties."¹ This same reference to "all unresolved salary, benefits and workload matters" being referred to a dispute resolution panel is also found in Article 6(13) of the Memorandum of Agreement which describes the process that applies at the conclusion of the mediation process.

¹ Memorandum of Agreement between the University Administration and UTFA, University Administration's Arbitration Brief, Tab 1, Article 6(19)

5. When read holistically, Article 6 of the Memorandum of Agreement makes clear that each party must inform the other party at the conclusion of the Article 6 mediation process of the “unresolved salary benefits and workload matters” that will be referred to the dispute resolution panel.

6. Once a party to the Article 6 process has informed the other party of the “unresolved matters related to salaries, benefits and workload” that it will refer to the dispute resolution/interest arbitration process, that party cannot seek to add new issues to this list of unresolved matters, nor can it take new positions that create greater differences between the parties than those which were included in the earlier list of unresolved matters provided to the other parties. The lists of unresolved matters related to salaries, benefits and workload which the parties exchange form the foundation on which Article 6 interest arbitrations take place.

7. Were it otherwise, and either party could make belated additions to or expansions of the issues in dispute and the foundation on which Article 6 interest arbitrations are to occur would shift and weaken. Following the completion of the mediation process, neither party should be surprised by the addition or modification of the other party’s positions in ways that exacerbate the unresolved matters in dispute.

8. In the present proceeding, UTFA waited until it filed its arbitration brief to modify its proposed ATB percentage salary increase in a way that created an unexpectedly greater disparity between the parties’ respective position on the issue. The University Administration submits that neither Article 6 of the Memorandum of Agreement, nor the parties’ earlier agreement on the mediation and interest arbitration components of this proceeding permit such a result to occur. UTFA’s new percentage ATB proposal should be dismissed and it should be held to follow the process it agreed to.

9. Before the mediation phase of the present proceeding began, the parties had difficulty agreeing on a mediator/arbitrator to address the unresolved salary, benefit and workload matters in dispute between them. Article 6 includes processes to be used if the parties cannot agree on a mediator and/or dispute resolution panel. These processes can be lengthy and complex. As an alternative to invoking these processes, the parties

agreed to engage in a mediation before Arbitrator Eli Gedalof with a view to reaching an agreement on the Article 6 mediation and interest arbitration processes.

10. With the assistance of Arbitrator Gedalof, the parties reached an agreement on the Article 6 mediation and arbitration processes. As outlined below, this agreement is at odds with UTFA's belated modification of its ATB percentage salary increase proposal.

11. On April 3, 2026, UTFA counsel e-mailed counsel for the University Administration². He wrote that:

As discussed with the Chief Arbitrator, we are providing you with a proposal package designed to reach a resolution.

As outlined in the enclosed letter, **this package is being sent without prejudice, and is contingent on reaching agreement on process for mediation-arbitration. To the extent we cannot agree, the Association reserves the right to amend its proposals.**

We remain available to discuss with you should you require additional information.

[Emphasis added]

12. A letter from UTFA counsel to the University Administration's counsel accompanied this e-mail. This letter confirmed that UTFA had decided to streamline its proposals for the present Article 6 proceeding and that it had done so in order to facilitate the introduction of a new Article 6 interest arbitrator. In pursuit of an agreement on the Article 6 mediation and arbitration processes, including an agreement on an Article 6 interest arbitrator without the need to invoke the dispute resolution panel appointment process under Article 6 of the Memorandum of Agreement, UTFA presented a set of proposals that were limited to salary and benefits issues. In this letter, UTFA reserved its right to advance additional proposals, but only if it did not reach an agreement with the University Administration regarding the Article 6 mediation and arbitration processes, including the appointment of a mediator/arbitrator.

² April 3 2026 e-mail from W. Garzouzi to J. Brooks with enclosures, **Tab 1**

13. The second attachment to UTFA counsel's April 3, 2026 e-mail to counsel to the University was a document entitled "UTFA Proposals for Mediation (as of April 3, 2026)." The title of this document also makes clear that the list of salary and benefit proposals included therein remained "subject to agreement with [the] Administration on process, including selection of [a] mediator-arbitrator – see letter of April 3, 2025."

14. Included in UTFA's list of salary matters in dispute was its proposed ATB percentage salary increase for July 1, 2026. It proposed an ATB percentage salary increase of 4.5%.

15. Counsel for the University responded to UTFA counsel's e-mail on April 8, 2026.³ He wrote that:

In the context of the parties' mutually agreed confidential and without prejudice mediation process with the Chair Eli Gedalof regarding potential agreement on an interest mediator-arbitrator for unresolved Article 6 salary, benefit and workload issues for the one-year period July 1, 2026 to June 30, 2027, I understand from my client that the parties have now exchanged proposals regarding unresolved salary and benefit issues (I understand from my client that no workload proposals are being advanced by either party in this round).

Without prejudice or precedent to its position in any future round of Article 6 dispute resolution on unresolved salary, benefit and workload issues, the University is prepared to agree to UTFA's proposal of Jasbir Parmar as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, regarding unresolved salary and benefit issues for the period July 1, 2026 to June 30, 2027, provided that she is able to accommodate scheduling a mutually convenient mediation date and a mutually convenient arbitration date should one be necessary in order to facilitate the parties reaching a mediated resolution or having an interest arbitration award in hand by no later than May 15, 2026 in order to implement ATB salary increases effective July 1, 2026 without retroactivity.

16. Counsel for the University Administration included a draft e-mail to Arbitrator Parmar inviting her to accept an appointment as the mediator/arbitrator for the current proceeding and invited UTFA counsel to review this draft e-mail.

³ April 8 2026 e-mail from J. Brooks to W. Garzouzi, **Tab 2**

17. In an e-mail dated April 9, 2026⁴, UTFA counsel informed counsel for the University Administration that UTFA was “in general agreement with the proposed approach, subject to the following clarifications:

1. Proposals advanced or not advanced in this round are not to be relied upon in support of, or against, any position in future rounds, by either party. Specifically, the Association does not want the fact that workload issues are not being referred to arbitration to be cited by the Administration in future rounds. This is a necessary requirement for the Association.

2. We agree that Arbitrator Parmar’s appointment is strictly for the July 1, 2026-June 30, 2027 term. For clarity, **while the mediation is without prejudice, it is not necessarily confidential. This will need to be the subject of discussions between the parties. The arbitration is with prejudice.**

3. We agree with setting a time limit for the issuance of the decision, however we propose July 1, 2026.

[Emphasis added]

18. Counsel for the University Administration addressed UTFA counsel’s three clarifications in an e-mail dated April 10, 2026⁵. He wrote:

I am following up on your April 9, 2026 email below and note the following with respect to the numbered paragraphs in that email:

1. Agreed.

2. In my experience and the University’s experience, mediation processes in connection with a potential interest arbitration proceeding are routinely by mutual agreement both confidential and without prejudice. This helps facilitate full and frank settlement discussions in mediation without either party being concerned that any compromised position they may indicate or expose in mediation will not be made public and will remain confidential. Accordingly, we agree that the issue of a mediation being both confidential and without prejudice should be the subject of discussions between the parties in advance of and in connection with a scheduled mediation so that both parties know whether positions taken in

⁴ April 9 2026 e-mail from W. Garzouzi to J. Brooks. **Tab 3**

⁵ April 10 2026 e-mail from J. Brooks to W. Garzouzi. **Tab 4**

mediation will remain confidential or are public. Yes, the arbitration proceedings would be neither confidential nor without prejudice.

3. The reason the University proposed an award be received by May 15, 2026 is because this is the latest date when the award would need to be received in order to ensure implementation of ATB for the July pay period. If the award is received later (including UTFA's proposed date of July 1, 2026), implementation without retroactivity will not be possible.

There are a number of steps that need to be taken to implement awards, including individualized letters being prepared for every faculty member and librarian explaining the changes to their compensation. Understanding that both parties are desirous of implementing this award without retroactivity, we propose maintaining the tighter timeline in the invitation to Mediator-Arbitrator Parmar and addressing any concerns that she has with that timeline if they arise.

19. With the procedural details in dispute narrowing, UTFA counsel responded to counsel for the University Administration's e-mail on April 13, 2026. He wrote that:

Without precedent and without prejudice to future rounds, the Association can agree that the entering positions and exchanges during mediation will be confidential. Exit positions (i.e. issues and positions referred to arbitration) are not confidential.

If this is agreeable, I could send the form of email to Jasbir Parmar set out in my April 8, 2026 email below and cc'd to you.⁶

20. Following the delivery of this e-mail, the parties continued to discuss and eventually agreed on the scheduling of the mediation and interest arbitration.⁷ They also agreed on a schedule for the exchange and filing of mediation and arbitration briefs. With no procedural issues remaining in dispute, an e-mail inviting Arbitrator Parmar to accept an appointment as the mediator-arbitrator in this proceeding was sent to her on April 15, 2026.⁸

⁶ April 13 2026 e-mail from W. Garzouzi to J. Brooks **Tab 5**

⁷ April 13 2026 e-mail from J. Brooks to W. Garzouzi **Tab 6**

⁸ April 16 2026 e-mail from J. Brooks to Arbitrator Parmar with W. Garzouzi in copy. University Administration's Arbitration Brief, Tab 2.

21. The e-mails referred to above set out the parties' agreement to the process that would be used for this Article 6 interest arbitration proceeding. A fundamental part of this agreement was that the "unresolved matters relating to salaries and benefits" appended to UTFA counsel's April 3, 2026 letter would be the issues addressed at mediation and that these same issues, if unresolved, would constitute the "unresolved matters relating to salaries and benefits" in a subsequent interest arbitration. The University Administration had provided UTFA with its own "unresolved matters relating to salaries and benefits", which it sought to use and which it did use in the manner described in this paragraph.

22. An important feature of the parties' procedural agreement, and the Article 6 mediation and dispute resolution processes in general is that the parties can agree to narrow the unresolved matters relating to salaries and benefits by reaching agreement on one or more issues. They may also adjust their positions so that one or more of the unresolved matters relating to salaries and benefits would narrow in scope prior to interest arbitration. What neither party could do, on the basis of the procedural agreement they reached, was to surprise the other party by raising additional unresolved matters relating to salaries and benefits as part of the interest arbitration process, or adjusting their positions on the unresolved matters relating to salaries and benefits in such a way as to expand the scope of the unresolved issue.

23. Having a full awareness of the proposals that UTFA was going to pursue in mediation and if necessary interest arbitration was a fundamental component of the University Administration's decision to agree to the procedural framework that applies to the current proceeding. It would not have done so, if UTFA remained free to add to or expand the scope of the unresolved issues that were to proceed from mediation to arbitration. In this agreed-to procedure, the parties' respective "exit positions" following mediation, could not be lengthier or broader than the lists of unresolved matters relating to salaries and benefits that they had exchanged beforehand.

24. Despite the procedural agreement set out above, UTFA altered its position on the ATB percentage salary increase it seeks to have awarded on July 1, 2026. In its initial list of unresolved matters relating to salaries, UTFA proposed a 4.5% ATB percentage salary increase effective July 1, 2026. The University Administration proposed an ATB percentage salary increase of 1.5% effective on that same day. In its May 19, 2026 Arbitration Brief, UTFA altered its proposal. It now seeks an ATB percentage salary increase of 4.9% effective July 1, 2026.

25. The University submits that this modified proposal expands the gap between the parties on this unresolved salary matter in a way that neither Article 6 of the Memorandum of Agreement nor the parties' procedural agreement permit. The unresolved matters relating to salaries and benefits that could be referred to interest arbitration were only those proposals which had been exchanged beforehand and which remained unresolved following the parties' mediation. As noted above, the parties remain free to resolve or narrow these issues, but the expansion of these issues is impermissible.

26. The University submits that UTFA's belated alteration of its ATB percentage salary increase proposal is not an unresolved matter relating to salaries that is properly part of this interest arbitration proceeding and that an interest arbitrator appointed under Article 6 of the Memorandum of Agreement has no jurisdiction to hear or determine it. In the alternative, if jurisdiction to address UTFA's altered ATB percentage salary increase proposal is found, which is not admitted and expressly denied, this altered proposal should be dismissed as a late-filed proposal which is inconsistent with and contrary to the parties' procedural agreement, which contemplated both an advance and comprehensive articulation of the unresolved matters relating to salaries and benefits that would proceed to interest arbitration and a concomitant prohibition on the expansion of same.

27. The University Administration therefore requests that UTFA's altered ATB percentage salary proposal that now seeks an increase of 4.9% on July 1, 2026 be dismissed.

UTFA'S MISAPPLICATION OF THE COMPARABILITY PRINCIPLE

28. UTFA's Arbitration Brief does not include a consistent reference to any set of established comparators. Instead, UTFA has selected different comparators on an issue-by-issue basis. On some occasions, UTFA seeks to compare itself with certain members of the U-15 group of universities, both inside and outside of Ontario. On other occasions, it compares itself only with much smaller universities who are focused on undergraduate education. In support of increases to mental health benefits, UTFA references several arbitration awards, including an award that pertained to frontline hospital nurses. For several of its proposals, including those that seek to upend longstanding and normative exclusions and limitations on insured benefits, UTFA does not reference any comparators who have attained language similar to that which it currently requests.

29. UTFA's misapplication of the comparability principle shows that its proposals cannot reasonably be seen to be normative in the university sector. When a party seeks to find comparators by cherry picking amongst a broad group of disparate institutions on an issue-by-issue basis, it is a strong indicator that none of its proposals should be awarded.

UTFA's Uneven Use of Comparators

	Salary	Salary Floors – Librarians	Salary Floors – Faculty	PTR	Vision Benefits	Mental Health Benefits	Paramedical Benefits – Kinesiologist	Prescription Drug Fee Elimination	Prescription Drugs – Compounds	Hearing Aids	Dependent Definition	Child Care Benefit
Brock University								X				
Carleton University						X						
Lakehead University										X		
McMaster University	X		X							X		X
Nipissing University										X		
Osgoode Hall Law School					X							
Queen's University	X		X									X
Toronto Metropolitan University					X			X		X		
Trent University		X								X		
University of Alberta	X							X		X		
University of British Columbia	X			X				X		X		

UTFA's Uneven Use of Comparators												
	Salary	Salary Floors – Librarians	Salary Floors – Faculty	PTR	Vision Benefits	Mental Health Benefits	Paramedical Benefits – Kinesiologist	Prescription Drug Fee Elimination	Prescription Drugs – Compounds	Hearing Aids	Dependent Definition	Child Care Benefit
University of Calgary												
University of Guelph		X										
University of Manitoba	X							X				
Université de Montréal												
University of Ottawa	X	X	X							X		
University of Saskatchewan	X	X										
University of St. Michael's College												X
University of Waterloo	X		X									
University of Windsor								X		X		
Victoria University												X
Western University	X		X			X				X		
York University					X	X		X		X		
Ontario Hospital Nurses						X						

UTFA’S MISAPPLICATION AND OVERUSE OF THE “TOP OF MARKET” PHRASE

30. At paragraph 16 of its Arbitration Brief, UTFA claims that it “must stand alone in its efforts to maintain its sector superiority in all respects.” UTFA claims that faculty members and librarians employed by the University are entitled salaries that are “top of market”⁹, a PTR process that is “top of market”¹⁰ and a suite of benefit entitlements, each of which must also be at the “top of market.”¹¹

31. In reply, the University Administration submits that UTFA’s repeated use of this “top of market” phrase is misapplied. No dispute resolution panel or interest arbitrator appointed under Article 6 of the Memorandum of Agreement has determined that UTFA must obtain or maintain “top of market” status in respect of each and every facet of their compensation. Not only is UTFA’s application of this “top of market” phrase antithetical to the total compensation principle, it disregards the norms and standards to which all collective bargaining is subject¹², and the replication principle necessarily connected thereto.

32. If UTFA must simply look across Ontario or Canada to find a rare example where one or more universities that have provided their faculty members or librarians with a more provident facet of compensation than that which faculty members and librarians at the University currently receive, and then have an interest arbitrator award an increase that places the University’s faculty members at or above parity with each such university on each such compensation item, it would be unnecessary for UTFA to engage in the prioritization exercise that animates the replication principle. It would also be unnecessary to consider the principles of total compensation, gradualism, and demonstrated need. Neither Article 6 of the Memorandum of Agreement, nor the established principles of interest arbitration countenance such an approach.

⁹ UTFA Arbitration Brief, at pp. 11 and 15

¹⁰ *Ibid.*, at p. 13

¹¹ *Ibid.*, at p. 12

¹² 2025 Gedalof Article 6 Award, University Administration’s Book of Documents, Tab 3, para. 99

REPLY TO UTFA'S ATB PERCENTAGE SALARY INCREASE PROPOSAL

UTFA'S OVERRELIANCE ON THE UBC/UBCFA UNRATIFIED AGREEMENT

33. UTFA references Arbitrator Goodfellow's decision in *Bridgepoint Hospital*¹³ for the proposition that "comparability puts flesh on the bones of replication, providing the surest guide to what the parties would have done in all the circumstances, had the collective agreement been fully and freely bargained." Arbitrator Goodfellow's application of the principle of comparability occurred in a context that differs considerably from how UTFA seeks to apply and rely on that principle in the present proceeding.

34. In *Bridgepoint Hospital*, Arbitrator Goodfellow was tasked with determining the wage increases for full-time and part-time service employees. The comparators at issue in this proceeding involved parties who were bargaining terms and conditions of employment under a common statutory framework, the *Hospital Labour Disputes Arbitration Act* ("HLDA").¹⁴ The comparators that Arbitrator Goodfellow examined were all subject to the same legislatively-imposed dispute resolution process. All outstanding disputes submitted to arbitration under HLDA follow the same process and are determined using the same criteria.

35. In circumstances where all of the comparators before Arbitrator Goodfellow were situated in the same province, and subject to the same dispute resolution legislation, it is unsurprising that comparability featured prominently in his analysis. The same level of uniformity is not present amongst the comparators that UTFA has emphasized, especially the University of British Columbia ("UBC"). As set out in the University Administration's Arbitration Brief, UBC's collective bargaining negotiations are subject to and governed by a statutory framework that is entirely different from the manner in which collective bargaining occurs in the Ontario university sector. The unique statutory framework under which UBC conducts its collective bargaining gives rise to outcomes that cannot realistically be compared with the collectively-bargained outcomes that have occurred amongst members of the U-15 group of universities based in Ontario. None of the U-15

¹³ [2011 CanLII 76737 \(Goodfellow\)](#)

¹⁴ [R.S.O. 1990, c. H-4.](#)

universities in Ontario have their collective bargaining outcomes connected to the mandates and the outcomes that emerge from the collective bargaining between the Ontario government and Ontario's largest public sector trade union.

36. As set out in its Arbitration Brief at 49 through 60, the stark differences between the statutory framework that impacts UBC's collective bargaining process and the way in which universities in Ontario engage in this same process militate against giving much if any weight to the tentative collective agreement between UBC and the UBC Faculty Association. The terms of that collective agreement follow the pattern set within British Columbia's unique public sector collective bargaining framework and the results thereof should not permeate into Ontario, or into this proceeding.

37. In the alternative, the as-yet unratified settlement between UBC and the UBCFA identified at page 21 of UTFA's brief should not be considered to be part of the established collective bargaining landscape that is relevant to this proceeding. If this settlement is, in fact, ratified, the appropriate time to address its relevance, if any, is as part of the subsequent Article 6 negotiation, mediation and dispute resolution process covering at least the period July 1, 2027 to June 30, 2028. By that time, more information on the broader impact of this single settlement, if any, on other Ontario universities in the U-15 group of universities with whom the University of Toronto is more properly compared, is likely to be known.

38. In the further alternative, should UBC be accepted as a material comparator in this proceeding and should the unratified settlement between UBC and its faculty association be considered, the University Administration submits that this unique bargaining outcome does not support UTFA's proposed ATB percentage salary increase.

39. At page 22 of its Arbitration Brief, UTFA claims that:

Indeed, even without applying the minimum 3% increase to UBCFA wages, the most recent available data shows that, in some ranks, salaries at UBC already far outstrip salaries at U of T.

	2024/2025 Average Salary³⁸				
	Full Professor		Associate Professor		Assistant Professor
	W/Admin Duties ³⁹	W/o Admin Duties	W/Admin Duties	W/o Admin Duties	
University of Toronto	\$261,081	\$259,410	\$224,773	\$199,630	\$160,908
University of British Columbia	\$285,050	\$260,425	\$219,675	\$219,675	\$158,825
Difference	-\$23,969	-\$1,015	\$5,098	-\$20,045	\$2,083

40. Footnote 38 in UTFA' arbitration brief indicates that the salary amounts included in this table are taken from the Statistics Canada table entitled "[Number and salaries of full-time teaching staff at Canadian universities.](#)" As set out in UTFA's table above, this resource covers the 2024-2025 year. However, not all of the data submitted from each university named in this table is from the 2024-2025 Year. The screen shot on the following page is taken from this Statistics Canada table. It identifies the data submitted by the University for **Fall 2022** salaries of full-time teaching staff.



Add/Remove data

Number and salaries of full-time teaching staff at Canadian universities

⚠ 1, 2, 3

Frequency: Occasional

Help

Table: 37-10-0108-01 (formerly CANSIM 477-0123)

Save my customizations

Release date: 2025-11-25

Geography: Canada

Customize table (Add/Remove data)

Geography | Institution ^{1, 2, 3} | Rank | Statistics | Reference period | Customize layout ⁴

Filter Reset

6 of 14 items selected | [Clear all](#)

Select all items

Select specific levels only

-
- Full professor
- Associate professor
- Assistant professor
- Rank or level below assistant professor
- Other (not elsewhere classified)
- All ranks combined (including deans)
- Visiting Staff

Estimated number of data points selected is 24.

Apply

Download options

Showing 6 records Filter Reset

Geography		Canada (map)			
Statistics		Total teaching staff		Average salary ²	
Institution ^{4, 5, 6}	Rank	2023 / 2024	2024 / 2025	2023 / 2024	2024 / 2025
		Number		Dollars	
University of Toronto - Excluding medical and dental ⁶	Full professor	981	981	244,700	244,700
	Associate professor	642	642	189,650	189,650
	Assistant professor	558	558	151,675	151,675
	Man ⁸	1,542	1,542	205,700	205,700
	Woman ⁸	1,143	1,143	182,575	182,575
	Non-binary person and Unknown gender ⁸	12	12	145,400	145,400

41. A review of the University data on this screen shot shows that it covers the years 2023-2024 and 2024-2025. However, the numbers of and salaries paid to faculty members at each rank for each of these two years is identical. For example, the table indicates that in the year 2023-2024, the average salary paid to a University faculty member at the rank of Professor was \$244,700. It then shows this same average salary for the 2024-2025 year, despite the fact that all faculty members at this rank were awarded an ATB percentage salary increase of 2.5% effective July 1, 2024.

42. The left-most column in the table above identifies “University of Toronto – Excluding medical and dental” as the institution to which this data pertains. This entry is accompanied by Footnote 6. When footnote 6 is accessed, the following information about the University’s data appears.

Add/Remove data

Number and salaries of full-time teaching staff at Canadian universities

⚠️ 1, 2, 3

Frequency: Occasional

[Help](#)

Table: 37-10-0108-01 (formerly CANSIM 477-0123)

Save my customizations

Release date: 2025-11-25

Geography: Canada

Customize table (Add/Remove data)

Geography Institution^{4, 5, 6} Rank Statistics Reference period Customize layout

6 of 14 items selected | Clear all

Select all items

Select specific levels only

- Full professor
- Associate professor
- Assistant professor
- Rank or level below assistant professor
- Other (not elsewhere classified)
- All ranks combined (includes all ranks)
- Visiting Staff

Estimated number of data points selected: 6

Apply

Showing 6 records

Download options

Footnote 6

For 2023/2024 and 2024/2025, University of Toronto's data reports the 2022/2023 figures as a placeholder, as for various administrative reasons, the institution was unable to submit their data to Statistics Canada prior to the deadline. This information will be updated once the institution is able to submit their final data for 2023/2024 and 2024/2025.

Close

Geography		Canada (map)			
Statistics		Total teaching staff		Average salary ²	
Institution ^{4, 5, 6}	Rank	2023 / 2024	2024 / 2025	2023 / 2024	2024 / 2025
		Number		Dollars	
University of Toronto - Excluding medical and dental ⁵	Full professor	981	981	244,700	244,700
	Associate professor	642	642	189,650	189,650
	Assistant professor	558	558	151,675	151,675
	Man ⁵	1,542	1,542	205,700	205,700
	Woman ⁵	1,143	1,143	182,575	182,575
	Non-binary person and Unknown gender ⁵	12	12	145,400	145,400

How to cite: Statistics Canada. [Table 37-10-0108-01](#) Number and salaries of full-time teaching staff at Canadian universities

43. The information in this footnote confirms that the salary data for the University's faculty members and librarians that is accessible via the "Number and salaries of full-time teaching staff at Canadian universities" Statistics Canada table is from the University's salary data for the year 2022-2023. In contrast, the data that UTFA provides for Full Professor (w/o Admin Duties), Associate Professor (w/o Admin Duties) and Assistant Professor (w/o Admin Duties) are taken from the 2024-2025 year. This is apparent because these same salary levels appear in the detailed salary tables included at pages 45, 46 and 47 of the University Administration's Arbitration brief. The data included in these detailed salary tables and in UTFA's "2024/2025 Average Salary" table both state that:

- (a) The average salary for a UBC faculty member at the rank of Professor for 2024-2025 is \$260,425
- (b) The average salary for a UBC faculty member at the rank of Assistant Professor for 2024-2025 is \$158,825.

44. UTFA's "2024/2025 Average Salary" table suggests that the average salary a UBC faculty member at the rank of Associate Professor for 2024-2025 is \$219,675. That data point appears to be an error, as that same average salary is also attributed to UBC faculty members appointed at the rank of Associate Professor with administrative duties. According to the detailed salary tables included in the University Administration's Arbitration Brief identifies the 2024-2025 average salary for UBC faculty members at the rank of Associate Professor (without administrative duties) as \$197,325.

45. To try and address the imbalance between the University's 2022-2023 salary data and UBC's 2024-2025 salary data, UTFA appears to have applied the July 1, 2023 ATB percentage salary increase of 3.5%, and the subsequent July 1, 2024 ATB percentage salary increase of 2.5% to the University's salary data. However, there are three methodological deficiencies with this approach.

46. First, UTFA's methodology does not account for promotions that occurred in this same intervening period. At the University, the promotion of a faculty member is not automatically accompanied by a salary increase. However, in the Statistics Canada table, a faculty member's rank does impact the specific category in which their salary is included and averaged.

47. Second, UTFA's table differentiates between faculty members "with administrative duties" and those "without administrative duties." The parties have never used the performance or non-performance of administrative duties as a differentiating factor for salary purposes. The compensation data that Statistics Canada includes for the faculty members at various ranks who perform administrative duties includes the stipends that they receive for doing so. As such, the data for these groups of faculty members does not provide an accurate insight into the base salaries that they are paid. As noted in the University's Arbitration Brief at paragraph 143(a), these parties have not agreed to apply ATB percentage salary increases to administrative stipends, and no interest arbitrator appointed under Article 6 of the Memorandum of Agreement has awarded such language.

48. Third, the way in which UTFA has chosen to calculate the average salaries for the University's tenure stream faculty members in its comparison table does not account for the PTR awards that were paid to them on July 1, 2023 and July 1, 2024. PTR awards directly increase the base salaries of the faculty members who receive them, and all funds in the tenure stream PTR fund must be paid out in PTR awards each year. The table at page 79 of the University Administration's Arbitration Brief sets out the annual costs of PTR awards for faculty members in the tenure stream, which is the same group of employees whose salary data is included in the Statistics Canada UCASS database upon which UTFA's table is based. The information in this table shows that:

- (a) The PTR payments to tenure stream faculty members on July 1, 2023 totalled over \$7.5 million, which accounted for 1.67% of the salary base for tenure stream faculty members; and
- (b) The PTR payments to tenure stream faculty members on July 1, 2024 totalled over \$6.9 million, which accounted for 1.46% of the salary base for tenure stream faculty members.

49. The University Administration submits that instead of using the data and methodology from UTFA’s “2024-2025 Average Salary” table, a more uniform comparison of the salaries paid to faculty members at the University and at UBC can be achieved by examining the 2024-2025 average salary data found at pages 45 through 48 of the University’s Arbitration Brief. All of the data in these tables have been submitted to Statistics Canada by the named institutions, except for the University of Toronto data, which was just recently submitted to Statistics Canada and is not yet fully updated in the Statistics Canada publicly-available tables. For ease of reference, the relevant comparisons using this data are reproduced below.

Average Salary Comparison – 2024-2025 Data¹⁵			
Academic Rank	University of Toronto	UBC	Percentage Difference
Professor	\$262,600	\$260,425	0.8%
Associate Professor	\$199,600	\$197,325	1.2%
Assistant Professor	\$166,725	\$158,825	5%
All Ranks Combined	\$218,825	\$213,750	2.4%

50. If UTFA’s methodology is used to address subsequent ATB percentage salary increases, despite the deficiencies identified above, an application of the University Administration’s salary proposal to these same figures shows that the salaries paid by the University to all ranks combined still exceeds the salaries paid by UBC to its faculty members using this same metric. As well, the average salary paid to Assistant Professors at the University is 2.9% higher than the average salary paid to Assistant Professors at UBC. While there are minor variances at the Professor and Associate Professor ranks, neither of these variances justifies UTFA’s salary proposal, nor do they offer support for the 1.5% “market adjustment” that is included therein.

¹⁵ The data in this table is taken from the tables at pages 45-48 of the University Administration’s Arbitration Brief

Estimated Average Salaries using UCASS 2024 Data and Subsequent ATB Percentage Salary Increases						
Rank	July 1/24 Avg. Sala	July 1/25 ATB	July 1/25 Avg. Salary	July 1/26 ATB	July 1/26 Salary	% Variance
U of T Professor	\$262,600	2.5%	\$269,165	1.5**	\$273,202	-1.1%
UBC Professor	\$260,425	3%	\$268,238	3%	\$276,285	
U of T Associate Professor	\$199,600	2.5%	\$204,590	1.5%	\$207,659	-0.8%
UBC Associate Professor	\$197,325	3%	\$203,245	3%	\$209,342	
U of T Assistant Professor	\$166,725	2.5%	\$170,893	1.5%	\$173,457	2.9%
UBC Assistant Professor	\$158,825	3%	\$163,590	3%	\$168,497	
U of T All Ranks Combined	\$218,825	2.5%	\$224,296	1.5%	\$227,660	0.4%
UBC All Ranks Combined	\$213,750	3%	\$220,163	3%	\$226,767	

The UCASS Fall 2024 data used to calculate the July 1, 2024 Average Salaries includes annual salary and academic administrative stipends paid to faculty members for appointments that are below the appointment of department chair, and are rounded to the nearest \$25.00.

The estimated increases for July 1, 2025 and July 1, 2026 do not take into account the impact of PTR awards on average base salaries and also do not take into account the starting salaries of faculty members hired on or after the UCASS Fall 2024 data, or retirements.

51. In seeking to apply any awarded ATB percentage salary increase to “stipends for UTFA academic admin. roles”, which UTFA has never negotiated, UTFA claims that these stipends include “stipendiary payments, not included in a member’s salary that are made to UTFA members for their service in academic administrative roles.” UTFA claims that these stipends include those that are paid to Librarian Unit Heads. In reply, the University submits that stipends of this nature are paid only to Senior Librarian Administrators and not to Librarian Unit Heads.

UTFA’S UNDULY NARROW FOCUS ON 2025 ATB PERCENTAGE SALARY INCREASES

52. At page 22 of its Arbitration Brief, UTFA claims that “the 2.5% [ATB percentage salary increase] is lower than nearly all U15 increases.” It then produced a table which showed only the 2025 ATB percentage salary increases for certain universities in the U-15 group of universities, which included a 2.25% ATB percentage salary increase at Queen’s University and a 2% percentage salary increase at Western University.

53. In reply to these submissions, the University Administration references Arbitrator Gedalof’s detailed review of the post-Bill 124 settlements and awards that impacted the members of the U-15 in Ontario included in his 2025 Article 6 award¹⁶ at paragraphs 76 and 77. There are two key points that emerge from Arbitrator Gedalof’s analysis. First, little if any useful perspective is to be gained by a myopic comparison of ATB percentage salary increases in a single year, as UTFA has done. When the scope of the analysis is broadened, as Arbitrator Gedalof did in his award, it can be seen that faculty members and librarians at the University of Toronto received an earlier and more substantial post-Bill 124 “catch up” compensation than their colleagues at the other U-15 universities in Ontario. There is no more “catch-up” that needs to be addressed in the present proceeding.

¹⁶ 2025 Gedalof Article 6 Award, University Administration’s Arbitration Brief, Tab 3

ACROSS-THE-BOARD INCREASES DO NOT MOVE IN LOCKSTEP WITH CPI

54. Arbitral recognition that ATB percentage wage increases do not mirror increases in the prior year's increase to the Consumer Price Index was first recognized by Chief Justice Winkler in his 2006 Article 6 arbitration award. He recognized that past settlements and awards between these parties "have never been pegged dollar for dollar to increases in CPI in a given year or a multi-year period."¹⁷ In some years, the ATB percentage salary increase was driven by economic conditions or the effects of wage restraint legislation.

55. Chief Justice Winkler also cautioned against measuring a disparity between historical ATB percentage increases against the accompanying CPI increases and using that disparity to pursue claims for historical "catch up increases."¹⁸ Instead of applying this formulaic approach reminiscent of the adjudicative approach to interest arbitration, Chief Justice Winkler supported an examination of other factors including economic factors and the bargaining outcomes of relevant comparators to justify an awarded ATB percentage salary increase.

56. In its review of Arbitrator Gedalof's past three awards, UTFA claims that the eventual closure of the purported "gap" between ATB percentage salary increases and related CPI increases is inevitable.¹⁹ Arbitrator Gedalof approached this issue differently. He wrote that:

On balance, I find that increases of 3.5% in 2023 and 2.5% 2024 are appropriate. These increases, in the aggregate, slightly exceed inflation as calculated on the preceding year model. They do not, however, provide for significant inflationary catch up, as did the *2023 Award*. This is not to say that the gap will not be closed. The bargaining history between these parties suggests otherwise. **But again, I emphasize that every round of bargaining must be decided based on the factors as applicable at the time.**²⁰ [Emphasis added]

¹⁷ Winkler 2006 Article 6 Award, University Administration's Brief, Tab 7 at para. 20

¹⁸ Winkler 2006 Article 6 Award, University Administration's Brief, Tab 7 at para. 24

¹⁹ UTFA Arbitration Brief, pages 8-9

²⁰ 2025 Gedalof Article 6 Award, University Administration's Arbitration Brief Tab 3 at para. 75

57. Arbitrator Gedalof did not determine that any supposed gap between ATB percentage salary increases and related CPI increases would invariably close with the passage of time. He did not say that any such gap “will be closed”²¹ or “must be closed.”²² A determination of that nature would require a wholesale abandonment of the multi-faceted analysis on which the replication principle is based. As Arbitrator Gedalof noted, mandating that an ATB percentage salary increase address any alleged compensation gaps created by earlier instances of CPI increases exceeding salary increases, in any one Article 6 process, or in any fixed period of time, would be an unduly narrow approach.²³

UTFA’S UNWARRANTED DEPARTURE FROM THE “PRIOR YEAR APPROACH”

58. UTFA’s CPI calculations rely entirely on the year-over-year CPI between April 2025 and April 2026, which is a period of time that has not been used by the parties in any of the recent Article 6 proceedings, if ever. The University repeats its request to base the “prior year” CPI analysis in this proceeding on the standard 12-month period beginning in July 2025 and accounting for the period between May 2026 and July 2026 by using a straight-forward annualization calculation.

59. Moreover, UTFA’s reference to a year-over-year CPI increase of 2.8% is based on Canada CPI only. In reply, the University relies on the analysis provided by Arbitrator Gedalof’s 2023 Article 6 award, where he observed that the Ontario CPI must also be considered as part of this analysis.²⁴ There is no need to derogate from a consideration of the Ontario CPI in the present proceeding.

²¹ UTFA Arbitration Brief, p. 8

²² *Ibid.*, p. 9

²³ 2026 Gedalof Article 6 Award, University Administration’s Arbitration Brief Tab 4 at paras 100-101.

²⁴ 2023 Gedalof Award, University Administration’s Arbitration Brief, Tab 32, para. 105

UTFA'S PROPOSAL FOR A FLAT DOLLAR INCREASE CAUSES UNNECESSARY SALARY COMPRESSION

60. UTFA has requested that “1% of the total cost of the base salary increase would be divided by the number of faculty and librarians and added as a fixed amount to each member’s salary, pro-rated to their percentage of appointment.” In reply, the University Administration submits that an arrangement that applies the same flat dollar increase to all tenure stream faculty members, teaching stream faculty members, contractually limited-term appointed faculty members and librarians will not result in the “internal equity” that UTFA references. It will result only in increased salary compression amongst those who are paid different salary levels in recognition of the different work they perform, and a reallocation of compensation from many tenure stream faculty members to teaching stream faculty members and librarians.

61. The table reproduced at paragraph 113 of the University Administration’s Arbitration Brief references the average annualized salary paid to faculty members, organized by academic rank. The average annualized salary paid to permanent status and permanent status stream librarians is included in this table as well. The differences between the compensation paid to tenure stream faculty members, teaching stream faculty members and librarians is reflective of the different duties and responsibilities they perform at the University. The University’s [Policies and Procedures on Academic Appointments](#), confirms that tenure stream faculty members must meet different requirements to attain tenure than the standards that are applied to teaching stream faculty members who seek continuing status. The University’s [Policies for Librarians](#), include a very different evaluation process that applies when a librarian is considered for continuing status.

62. As the careers of tenure stream faculty members, teaching stream faculty members and librarians continue, they remain in separate PTR funds, where their annual achievements are assessed in comparison to those of their colleagues in the same stream. The breakpoints and increments in each of these three PTR funds are different, which is a further reflection of the different work performed by the individuals included in each of these three PTR funds.

63. There is nothing inequitable about the different compensation norms and arrangements that apply to tenure stream faculty members and teaching stream faculty members. There need not be any measures taken that would provide each and every tenure stream faculty member, teaching stream faculty member and librarian with the same flat dollar salary increase. Doing so would give rise to unwarranted salary compression between these three groups, notwithstanding the very different work they each perform and the different expectations and obligations they take on throughout their careers at the University.

64. The University further submits that a proposal that would deny compensation to higher-earning faculty members in the tenure stream, which comprises the vast majority of UTFA's membership, in favour of redistributing that compensation to lower-paid librarians and faculty members in the teaching stream, who together make up a small percentage of the overall complement impacted by this proceeding, is not an outcome that would be achieved in free collective bargaining. The complement of tenure stream faculty members would not commence or continue a strike in pursuit of a proposal that would deny them the compensation increases that accompany an ordinary ATB percentage salary increase, and which would result in their salaries increasing by a lower amount than the salaries of their colleagues.

65. A flat dollar salary increase that does not differentiate between tenure stream faculty members, teaching stream faculty members and librarians has not been awarded by any arbitrator appointed under Article 6 of the Memorandum of Agreement. There is no demonstrated need to depart from the standard approach to ATB salary increases which has been followed for each of the past three Article 6 processes – and which involves the application of a percentage salary increase to the salary of each eligible faculty member and librarian in a fair and proportional manner. There is no need to depart from this standard in the one-year term at issue in this proceeding.

REPLY TO UTFA'S LIBRARIAN SALARY FLOOR PROPOSAL

66. After acknowledging that 75% of librarians employed by the University are women, UTFA claims at page 39 of its arbitration brief that “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 duties [and that] the overall result is a systemic, gender-based devaluation of librarian work.” These allegations are made in support of UTFA’s proposal to restructure the salary floors that apply to librarians at the rank of Librarian I and Librarian II. However, the connection between UTFA’s allegations and its salary floor proposal are unclear.

67. As UTFA is aware, a Report on Librarians and Gender-Based Salary Equity was released on November 28, 2019. This report found that there was a gender-based salary gap amongst librarians employed by the University. In response to this finding, and as set out in a joint statement by the University Administration and UTFA dated November 28, 2019, all women librarians received a 3.9% increase to their July 2, 2019 base salary to address the gender-based salary gap that had been identified. The parties also agreed to establish a joint working group to explore issues that may affect the compensation of librarians who are members of equity seeking groups.²⁵ That joint working group was established. It did not identify any related compensation issues.

68. UTFA has failed to explain how its proposal to alter the minimum salary structure for librarians at the ranks of Librarian I and Librarian II has any connection to the allegations of “systemic, gender-based, devaluation of librarian work” included in its Arbitration Brief. These allegations provide no support for UTFA’s proposal.

²⁵ <https://www.provost.utoronto.ca/planning-policy/gender-pay-equity/>

REPLY TO UTFA'S PTR PROPOSAL

69. UTFA's description of the PTR process at page 18 of its Arbitration Brief makes passing reference to its main purpose. As set out in the University's Academic Administrative Procedures Manual:

The merit component or PTR was introduced in 1973 to provide faculty members and librarians with an annual merit based award **to recognize each individual's contribution to teaching, research and service.** PTR is the only source of promotional increases for faculty members and librarians and is based on the assumption that each individual's rate of promotion through the ranks is a function of that individual's cumulative **MERIT over time.** While there is a career path for a "typical" faculty member or librarian, no two individuals are alike. Some careers will progress rapidly and hence those faculty members and librarians will merit on average high PTR awards, and some careers will not progress and hence some faculty members and librarians will merit no PTR awards.²⁶

[Boldface emphasis in original, highlighted emphasis added]

70. To the extent that the salary of a faculty member or librarian attains "an inflation-adjusted career end salary of 2.5 to 2.7 times a member's starting salary (assuming 35 years of service)", through their receipt of PTR awards, they will have done so on the basis of merit, and not by progressing through a salary grid based on service, rank or any other factor. All PTR awards, whether they are part of the 5% Merit Pool or not, are based on the exercise of discretion, and a determination that a faculty member has made suitable contributions to teaching, research and/or service to merit a compensation increase of this nature. There is nothing about the present PTR process, including the way in which it is funded, that detracts from the "top of market" status of the University's faculty members and librarians.

71. In support of its request to change the funding structure of the University's PTR process, UTFA relied on only one comparator: the University of British Columbia. UTFA's reference to just one comparator is consistent with its overall position that faculty members and librarians at the University of Toronto must be at the "top of the market" in

²⁶ University of Toronto Academic Administrative Procedures Manual, <https://www.aapm.utoronto.ca/academic-administrative-procedures-manual/academic-salary-administration/#PTR>

respect of each and every facet of compensation on an item-by-item basis. The University Administration opposes this unsupported expansion of the “top of the market” principle. In reply, it submits that UTFA’s reference to one comparator in support of this proposal further demonstrates that there is little if any objective support for it.

72. Despite citing only one comparator, UTFA claims that its restructuring of the PTR funding structure will “bring PTR in line with sector norms.” As the dearth of supporting evidence for this proposal demonstrates, it is not consistent with sector norms, nor can it be characterized as a gradual or incremental departure from the status quo.

REPLY TO UTFA’S BENEFIT PROPOSALS

73. UTFA’s benefits proposals are neither targeted nor incremental. It has requested increases to benefit entitlements that are either already at or near the top of the sector, or which would require significant and unnecessary alterations to standard terms concerning the provision of benefits. In support of these demands, UTFA has relied on a disparate group of comparators, many of which are smaller or undergraduate-focused universities that are in no way comparable to the University of Toronto. Carleton University, Osgoode Hall Law School, Toronto Metropolitan University, York University are not appropriate comparators.

UTFA’S VISION CARE PROPOSAL

74. In support of its vision care proposal, UTFA proposes Toronto Metropolitan University, York University and Osgoode Hall Law School (located on the campus of York University) as comparators. None of these universities are objectively comparable to the University of Toronto.

75. UTFA’s comparison of the vision care benefits referenced in Article 12.3 of the collective agreement between Toronto Metropolitan University and the TFA, UTFA did not mention that this article does not reference any coverage for eye examinations, which the University Administration provides to faculty members and librarians. Neither Article 26.08 of the collective agreement between York University and YUFA, nor the recent renewal collective agreement between these parties references coverage for eye

examinations. The vision care benefits available under the collective agreement between Osgoode Hall Law School and the OHFA is subject to an employee deductible of \$25.00. There is no deductible that is applied to the vision care benefits that the University Administration currently provides to faculty members and librarians.

76. Even if Toronto Metropolitan University, Osgoode Hall Law School and/or York University are considered as comparators to the University of Toronto, which is not admitted and expressly denied, a holistic comparison of the vision care benefits offered by these institutions to the vision care benefits currently provided by the University Administration shows that any disparity in overall coverage levels is negligible.

UTFA'S MENTAL HEALTH BENEFITS PROPOSAL

77. At page 65 of its Arbitration Brief, UTFA proposes that the current maximum annual entitlement for mental health professional services increase from \$7,000.00 to \$10,000.00. The University Administration has set out its response to this proposal in its arbitration brief. These reply submissions focus on the sources that UTFA has used to support this proposal.

78. At footnote 142 of its arbitration brief, UTFA cites a research report by the Canadian Psychological Association and the Mental Health Commission of Canada, published in 2022. This report notes that “given the unmet needs for mental health services across the public and private sectors, EHBs (Extended Health Benefits) are an important resource for workers in Canada.”²⁷

79. In this context, the report by the Canadian Psychological Association and Mental Health Commission of Canada cited above references 2021 benefits survey data regarding the level of mental health benefit coverage available to employees. It is important to compare the information in this part of the report with the level of mental health professional services benefits currently available to faculty members and librarians:

²⁷ Canadian Psychological Association and Mental Health Commission of Canada, *Extended Mental Health Benefits in Canadian Workplaces: Employer and Employee Perspectives.*, 2022 at 5. **Tab 7**

The 2021 median annual maximum coverage stands at \$750, down 25 per cent from the 2020 maximum of \$1,001. Although 72 per cent provide maximum coverage of up to \$1,000, and 21 per cent cover between \$1,001 and \$5,000 (the remaining seven per cent offer more than \$5,000), these amounts still present a challenge in terms access to care. The Canadian Psychological Association (CPA) recommends that employees receive access to coverage between \$3,500 and \$4,000 for full treatment using evidence-base care (i.e., treatment adequate for achieving a therapeutic outcome).²⁸

80. In 2021 the mental health professional services benefits provided to faculty members and librarians was subject to an annual maximum of \$3,000.00 which increased to \$7,000.00 effective November 1, 2022, which compares very favourably with the information referred to above.

81. At footnote 114 of its Arbitration Brief, UTFA references the “unlimited mental health benefits” awarded by Arbitrator Stout in [Ontario Hospital Association](#). This aspect of Arbitrator Stout’s decision must be examined closely and contextually. In deciding to award this benefit improvement to the nurses covered by his interest arbitration award, Arbitrator Stout used paragraph 32 of his decision to highlight+ that:

Unlimited mental health benefits have been awarded to other essential services, including fire, police, and paramedic services across the province before the advent of the COVID-19 pandemic. In our view, the provision of mental health services is an emerging benefit that is finding wide acceptance in collective bargaining for employees who work in stressful environments or may experience violence associated with their work. There is no reason why nurses, who are on the front line treating the most acute and traumatic cases should be denied such a benefit. Frankly, providing the nurses with mental health benefits not only assists the individual nurses, but it also benefits the Hospitals. Nurses face many mental health challenges and that can take a toll, resulting in increased sick leave. The provision of additional mental health benefits provides assistance in coping with such challenges and may result in less absenteeism. Therefore, we are awarding ONA’s proposal for unlimited mental health benefits for nurses.

²⁸ *Ibid.*, at 4.

82. The factors that led Arbitrator Stout to award this benefit to front-line healthcare workers was based on a review of the benefit level that had been made available to certain front-line emergency services workers. In reply, the University submits that no objective comparison can or should be made between front-line emergency services and healthcare workers and faculty members and librarians at the University of Toronto.

CONCLUSION AND RELIEF SOUGHT

83. In the final analysis, the University Administration submits that the points included in UTFA's Arbitration Brief which have been addressed above offer no meaningful support for UTFA's proposals. These proposals should be dismissed.

ALL OF WHICH ARE RESPECTFULLY SUBMITTED

TAB 1

From: [Wassim Garzouzi](#)
To: [John E. Brooks](#); [Jonathan A. Maier](#)
Cc: [Julia Williams](#); [Emily McBain-Ashfield](#)
Subject: [EXTERNAL] Without Prejudice - UTFA Proposals (July 1, 2026)
Date: April 3, 2026 6:41:33 PM
Attachments: [2026-04-03 - Letter to J Brooks \(Exchange of Proposals\).pdf](#)
[2026-04-03 - UTFA Proposals \(July 1, 2026\).pdf](#)

WITHOUT PREJUDICE

John –

As discussed with the Chief Arbitrator, we are providing you with a proposal package designed to reach a resolution.

As outlined in the enclosed letter, this package is being sent without prejudice, and is contingent on reaching agreement on process for mediation-arbitration. To the extent we cannot agree, the Association reserves the right to amend its proposals.

We remain available to discuss with you should you require additional information.

WASSIM GARZOUZI [HE/HIM, IL/LUI]

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WASSIM GARZOUZI
wgarzouzi@ravenlaw.com

April 3, 2026

John Brooks
Hicks Morley

WITHOUT PREJUDICE

**RE: UNIVERSITY OF TORONTO FACULTY ASSOCIATION
BARGAINING PROPOSALS (JULY 1, 2026)**

Enclosed are the Association's proposals for the July 1, 2026 – June 30, 2027 term.

Further to discussions with the Chief Arbitrator, we have limited the scope of issues, without prejudice and without precedent. Proposals advanced or not advanced in this round are not to be relied upon in support of, or against, any position in future rounds. This is a necessary requirement for the Association.

Subject to your confirmation, the Association reserves the right to advance additional proposals.

BACKGROUND

The past six years of bargaining have been marked by wage restraint legislation (Bill 124), the pandemic, and a sharp rise in the cost of living. These factors resulted in significant delays:

1. The July 1, 2022 term was decided in September 2023;
2. The July 1, 2023 and July 1, 2024 terms were decided in July 2025;
3. The July 1, 2025 term was decided in January 2026.

As a result, the parties have been in continuous bargaining.

A shared priority this round is to secure an agreement prior to the commencement of the term—or as soon as possible thereafter—to allow both parties a reprieve and the opportunity to address longer-term issues in a more structured round.

The Association has also streamlined its proposals to facilitate the introduction of a new arbitrator. We understood the Administration's reluctance to agree to a new arbitrator was tied to uncertainty regarding the scope of proposals.

In response, and without prejudice or precedent, the Association has limited its proposals to salary and benefits. No workload proposals will be advanced. The parties will continue information-sharing on workload as discussed in bilateral meetings.

These proposals are contingent on the parties agreeing on the appointment of mediator-arbitrator Jasbir Parmar. They are made without prejudice and without precedent, and we ask the Administration to confirm its agreement with this framework. Specifically, proposals advanced or not advanced in this round are not to be relied upon in support of, or against, any position in future rounds.

OTHER ISSUES

A separate package of agreed items will follow. These include:

- a. Article 4 of the MoA and AAPM (re RSL for part timers)
- b. WLPP
- c. PERA
- d. 5% special merit
- e. letter of intent re housing

The parties understand that all changes will take effect July 1, 2026.

Please confirm your agreement with the above.

RAVENLAW LLP



WASSIM GARZOUZI

cc. UTF A

UTFA Proposals for Mediation (as of April 3, 2026)

**SUBJECT TO AGREEMENT WITH ADMINISTRATION ON PROCESS, INCLUDING SELECTION OF MEDIATOR-ARBITRATOR
- SEE LETTER OF APRIL 3, 2026**

1. ATB/SALARY

1. ACROSS-THE-BOARD (“ATB”) INCREASE

DATE	ATB
July 1, 2026	4.5%

- An Across-the-board (ATB) increase on all components of salary at large, that is fair and reasonable in light of the unparalleled professional expectations faced by U of T faculty and librarians (i.e. top of market), their worldwide recognized excellence, trends in recent settlements in higher education, and broader economic considerations, e.g. inflationary catch-up.
- Distribution of the ATB increase so as to provide larger percentage increases for those who are less well paid.
- Increase minimum overload course stipend rates by the ATB percentage increase(s), or the current CUPE SL3 rates, whichever is greater.

ATB increases applied to all current, former and retired members for the time employed, effective as of their date of hire, including members in the first year of hire, including:

- 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, Librarian Administrators, etc.)

2. SPECIAL ADJUSTMENT TO PTR

Increase funding into the PTR pool to 2.0% of total wages.

2. SPECIAL ADJUSTMENTS TO SALARY FLOORS FOR LIBRARIAN RANKS AND FACULTY MEMBERS

Librarian Salary Minimums

Rank	July 1, 2024 (expired)	July 1, 2025	July 1, 2026 (prior to July 1, 2026, ATB)
Librarian I	\$81,054	\$83,080	\$90,000
Librarian II	\$84,573	\$86,687	\$100,000
Librarian III	\$108,234	\$110,940	\$110,939.85
Librarian IV	\$127,526	\$130,714	\$130,714.15

Faculty Member Salary Minimum

Rank	July 1, 2024	July 1, 2025	July 1, 2026 (prior to July 1, 2026, ATB)
Professor	\$124,130	\$127,233	\$135,000
Associate Professor	\$92,460	\$94,772	
Assistant Professor	\$75,351	\$77,235	
Assistant Professor Conditional	\$63,339	\$64,922	
Assistant/Associate/Full Professor, Teaching Stream	\$102,167	\$104,721	

ATB increases must first be applied to salary floors. Any members whose salaries fall below the adjusted salary floor must be increased to the salary floor. The ATB increase would then be applied to the member’s base salary starting at the salary floor. For clarity, ATB increases may only be applied to salaries at or above the adjusted salary floor.

3. BENEFITS

Current Benefits	Association's Proposal
<p>Vision</p> <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 - \$725 every 24 months. ● Eye examinations - \$110 every 24 months. 	<p>Vision</p> <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 - \$725 \$1,000 every 24 months ● Eye examinations - \$110 every 24 months \$125 every 12 months for all plan members, subject to amounts payable by OHIP.
<p>Paramedical Services</p> <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. <hr/> <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>- \$7,000 per benefit year for all practitioners combined.</p>	<p>Paramedical Services</p> <ul style="list-style-type: none"> ● Chiropractor, Physiotherapist, Registered Massage Therapist, Osteopath, Chiropodist, Acupuncturist, Dietitian, Occupational Therapist, Kinesiologist - \$5,000 per benefit year for all practitioners combined. <hr/> <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>- \$7,000 \$10,000 per benefit year for all practitioners combined.</p>

Current Benefits	Association's Proposal
<p>Paramedical Services</p> <p>Chiropractor, Physiotherapist, Registered Massage Therapist, Osteopath, Chiropodist, Acupuncturist, Dietitian, Occupational Therapist</p>	<p>Paramedical Services</p> <p>Chiropractor, Physiotherapist, Registered Massage Therapist, Osteopath, Chiropodist, Acupuncturist, Dietitian, Occupational Therapist, Kinesiologist</p>
<p>Health Benefit Plan</p> <p>Your Co-Pay</p> <p>Prescription Drugs:</p> <ul style="list-style-type: none"> ● Insulin and injectable serums: 0%. ● All other covered drugs: All dispensing fee amounts in excess of \$6.50 per prescription or refill. 	<p>Health Benefit Plan</p> <p>Your Co-Pay</p> <p>Prescription Drugs:</p> <ul style="list-style-type: none"> ● Insulin and injectable serums: 0%. ● All other covered drugs: 0% All dispensing fee amounts in excess of \$6.50 per prescription or refill.
<p>Eligible benefits do not include and no amount will be paid for:</p> <p>a) Nicotine replacement products, such as patches, gum, lozenges, and inhalers;</p> <p>b) Reference biologic drugs that have an approved biosimilar;</p> <p>c) Vitamins that do not legally require a prescription;</p> <p>d) Products which may lawfully be sold or offered for sale other than through retail pharmacies, and which are not normally considered by practitioners as medicines for which a prescription is necessary or required,</p> <p>e) Ingredients or products which have not been approved by Health Canada for the treatment of a medical condition or disease and are deemed to be experimental in nature and/or may be in the testing stage;</p> <p>f) Mixtures, compounded by a pharmacist, that do not conform to GSC's current Compound Policy.</p> <p>Your Plan Covers: Maximum Plan Pays: Prescription Drugs - Pay Direct Drug Card</p>	<p>Eligible benefits do not include and no amount will be paid for:</p> <p>a) Nicotine replacement products, such as patches, gum, lozenges, and inhalers;</p> <p>b) Reference biologic drugs that have an approved biosimilar;</p> <p>c) Vitamins that do not legally require a prescription;</p> <p>d) Products which may lawfully be sold or offered for sale other than through retail pharmacies, and which are not normally considered by practitioners as medicines for which a prescription is necessary or required,</p> <p>e) Ingredients or products which have not been approved by Health Canada for the treatment of a medical condition or disease and are deemed to be experimental in nature and/or may be in the testing stage;</p> <p>f) Mixtures, compounded by a pharmacist, that do not conform to GSC's current Compound Policy.</p> <p>Your Plan Covers: Maximum Plan Pays: Prescription Drugs - Pay Direct Drug Card</p>

Current Benefits	Association's Proposal
<p>Insulin and injectable serums Unlimited</p> <p>Smoking cessation program One course of treatment in any 12 month period</p> <p>Erectile dysfunction drugs 30 tablets every 3 months</p> <p>All other covered drugs Unlimited</p>	<p>Insulin and injectable serums Unlimited</p> <p>Smoking cessation program One course of treatment in any 12 month period</p> <p>Erectile dysfunction drugs 30 tablets every 3 months</p> <p>All other covered drugs Unlimited</p> <p>Mixtures, compounded by a pharmacist, are eligible for reimbursement if there is a therapeutic need or lack of product availability</p>

Current Benefits	Association's Proposal
<p>Hearing Care Reimbursement for hearing aids, repairs or replacement parts, if recommended or approved by the attending legally qualified medical practitioner, up to the amount shown in the Schedule of Benefits. No amount will be paid for replacement batteries.</p> <p>Schedule of Benefits Hearing Care - \$1,000 for one left hearing aid and \$1,000 for one right hearing aid up to \$2,000 every 36 months</p>	<p>Hearing Care Reimbursement for hearing aids, repairs or replacement parts, if recommended or approved by the attending legally qualified medical practitioner, up to the amount shown in the Schedule of Benefits. No amount will be paid for replacement batteries.</p> <p>Schedule of Benefits Hearing Care - \$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>
<p>Dependent means</p> <ul style="list-style-type: none"> a) your spouse, if you are legally married or if not legally married, you have lived in a common-law relationship for more than 12 continuous months. Only one spouse will be considered at any time as being covered under the group contract; Note: Cessation of cohabitation will result in termination of spousal coverage, regardless if the spouse is a legal or common-law spouse. b) your unmarried child under age 21; c) your unmarried child under age 25, if enrolled and in full-time attendance at an accredited college, university or educational institute; d) your unmarried child (regardless of age) who became totally disabled while eligible under b) or c) above, and has been continuously so disabled since that time and is considered a dependent as defined under the Income Tax Act, also qualify as a dependent; and e) for Health Care Spending Account, in addition to your dependents above, your relative who is a Canadian resident and dependent on you for support and for 	<p>Dependent means</p> <ul style="list-style-type: none"> a) your spouse, if you are legally married or if not legally married, you have lived in a common-law relationship for more than 12 continuous months. Only one spouse will be considered at any time as being covered under the group contract; Note: Cessation of cohabitation will result in termination of spousal coverage, regardless if the spouse is a legal or common-law spouse. b) your unmarried child under age 21; c) your unmarried child under age 25, if enrolled and in full-time attendance at an accredited college, university or educational institute; d) Your unmarried child under age 25, if enrolled and in part-time attendance at an accredited college, university or educational institute due to a disability or on temporary leave on the basis of a disability; e) your unmarried child (regardless of age) who became totally disabled while eligible under b) or c) above, and has been continuously so disabled since that time and is considered a dependent as defined under the Income Tax Act, also qualify

Current Benefits	Association's Proposal
<p>whom you are claiming a tax deduction on your federal tax return, as outlined in the rules and regulations of the Canadian Income Tax Act.</p> <p>Your child (your or your spouse's natural, legally adopted or stepchildren) must reside with you in a parent-child relationship or be dependent upon you (or both) and not regularly employed.</p> <p>Children who are in full-time attendance at an accredited school do not have to reside with you or attend school in your province. If the school is in another province or country, you must apply to your provincial health insurance plan for an extension of coverage to ensure your child continues to be covered under a provincial health insurance plan.</p> <p>Dependent Children Continuation of Coverage</p> <p>Any child whose coverage would end because they have reached the specified age limit may qualify for continued coverage, subject to the following conditions:</p> <ul style="list-style-type: none"> a) your child became dependent upon you by reason of a mental or physical disability prior to reaching this age; and b) your child has been continuously so disabled since that time. 	<p>as a dependent; and</p> <ul style="list-style-type: none"> f) for Health Care Spending Account, in addition to your dependents above, your relative who is a Canadian resident and dependent on you for support and for whom you are claiming a tax deduction on your federal tax return, as outlined in the rules and regulations of the Canadian Income Tax Act. <p>Your child (your or your spouse's natural, legally adopted or stepchildren) must reside with you in a parent-child relationship or be dependent upon you (or both) and not regularly employed.</p> <p>Children who are in full-time or part-time attendance at an accredited school do not have to reside with you or attend school in your province. If the school is in another province or country, you must apply to your provincial health insurance plan for an extension of coverage to ensure your child continues to be covered under a provincial health insurance plan.</p> <p>Dependent Children Continuation of Coverage</p> <p>Any child whose coverage would end because they have reached the specified age limit may qualify for continued coverage, subject to the following conditions:</p> <ul style="list-style-type: none"> a) your child became dependent upon you by reason of a mental or physical disability prior to reaching this age; and b) your child has been continuously so disabled since that time.

4. CHILDCARE

Child Care Benefit Plan for U of T Faculty Members and Librarians

What the Plan Provides

The Child Care Benefit Plan provides an amount of money to assist with the daily living expenses (which include food, clothing, shelter, day care, etc.) of raising an eligible child (natural, step, common-law, adopted or ward) who, as of December 31 in the calendar year for which the payment is made, is: (1) under age ~~10~~ **12**, or (2) any age provided the child is mentally or physically infirm and dependent on you as outlined under the Income Tax Act.

- For example, if their child has a birthdate of July 18, 2015, the faculty member or librarian is eligible for a pro-rated payment for the period January 1, 2025~~7~~ – July 17, 2025~~7~~, inclusive since their child turned ~~10~~ **12** on July 18, 2025~~7~~.
- For example, if their child was born on March 13, 2025~~7~~ the faculty member or librarian is eligible for a pro-rated payment for the period March 13, 2025~~7~~ – December 31, 2025~~7~~, inclusive since their child was under age 10 in 2025.

Amount of Payment

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

- If a faculty member or librarian is employed on a reduced FTE, their maximum reimbursement will be prorated to their percent FTE as of November 30 of the year in which payment is made. For example, if they are employed at 50% FTE on November 30, their maximum payment that year is prorated to \$1,000.
- If a faculty member or librarian works less than the full year, their maximum payment will be prorated. For example, if their first appointment commences on July 1, their maximum payment for that year is prorated to \$1,000.
- These preceding two reductions to the maximum reimbursement amount are not mutually exclusive. For example, if a faculty member or librarian first appointment is on July 1, and has a 50% FTE on November 30, their maximum payment that year is prorated to \$500.

The maximum amount that can be paid out for all faculty members & librarians is ~~\$1,000,000~~ **\$2,000,000**. If the total eligible payments:

- Exceed ~~\$1,000,000~~ **\$2,000,000**, the payments will be proportionately decreased (i.e. all payments are reduced by the same percentage) so the ~~\$1,000,000~~ **\$2,000,000** maximum is not exceeded.

- Are less than ~~\$1,000,000~~ **\$2,000,000**, the payments will be proportionately increased (i.e. all payments are increased by the same percentage) so the entire ~~\$1,000,000~~ **\$2,000,000** is spent.

Receiving Payment

No application is required for a faculty member or librarian to receive a payment.

All payments will be made to faculty members and librarians with an eligible dependent child who are actively employed on November 30th of each calendar year. All payments will be issued in the December pay of each calendar year based on their Full-Time Equivalent appointment percentage and dependent child information reflected in the University Human Resource source database (HRIS) on November 30th of the respective calendar year.

For clarity, faculty members and librarians do not need to be enrolled in the extended health or dental benefit plans to be eligible for payment. The University Administration will advise faculty members and librarians of the necessary steps to review and add their dependent's information, if missing, to HRIS by October 31 of each year.

All payments are subject to applicable legislative deductions, including income tax, Canada Pension Plan and Employment Insurance.

Note: UTFA wishes to have a separate discussion re: supporting our members with children with disabilities

TAB 2

From: [Kathleen Fini](#)
To: [Wassim Garzouzi](#)
Cc: [Charlotte Waehkir](#); [Eli Gedalof](#); [Jonathan A. Maier](#); [Andrew Ebejer](#); [Yona Yuen](#); [John E. Brooks](#)
Subject: UofT and UTFA Article 6
Date: April 8, 2026 9:34:02 AM

ON BEHALF OF JOHN BROOKS

Without Prejudice

Wassim,

In the context of the parties' mutually agreed confidential and without prejudice mediation process with the Chair Eli Gedalof regarding potential agreement on an interest mediator-arbitrator for unresolved Article 6 salary, benefit and workload issues for the one-year period July 1, 2026 to June 30, 2027, I understand from my client that the parties have now exchanged proposals regarding unresolved salary and benefit issues (I understand from my client that no workload proposals are being advanced by either party in this round).

Without prejudice or precedent to its position in any future round of Article 6 dispute resolution on unresolved salary, benefit and workload issues, the University is prepared to agree to UTFA's proposal of Jasbir Parmar as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, regarding unresolved salary and benefit issues for the period July 1, 2026 to June 30, 2027, provided that she is able to accommodate scheduling a mutually convenient mediation date and a mutually convenient arbitration date should one be necessary in order to facilitate the parties reaching a mediated resolution or having an interest arbitration award in hand by no later than May 15, 2026 in order to implement ATB salary increases effective July 1, 2026 without retroactivity. In this regard, set out below for your review and comment is a draft invitation email to Jasbir Parmar.

Please follow-up by reply email or call to discuss if you have any questions.

DRAFT EMAIL TO JASBIR PARMAR CC TO WASSIM

Jasbir,

I represent the University of Toronto and Wassim Garzouzi represents the University of Toronto Faculty Association ("UTFA") with respect to Article 6 negotiations under the Memorandum of Agreement between the University and UTFA (a copy of which is attached hereto) and the parties would like to invite you to accept an appointment as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, with respect to unresolved salary and benefit issues for the one year period July 1, 2026 to June 30, 2027.

The parties jointly wish to achieve a mediated resolution if possible or receive your interest arbitration award should interest arbitration be necessary by no later than May 15, 2026, in order to implement across-the-board salary increases effective July 1, 2026 without retroactivity. In these circumstances, if you are agreeable to accepting this invitation, it will require agreeing on a mutually convenient mediation date, and should one be necessary an arbitration date, in order to complete the process, including receipt of any arbitration award

by no later than May 15, 2026. Both parties are willing to schedule a mutually convenient 5pm late afternoon/evening Monday – Thursday mediation date(s) and a single weekend arbitration date in this regard in circumstances where Arb Dates does not show any available dates for you in April or May, and if you are agreeable to accepting this appointment, we would ask that you advise us by email of your availability for a 5pm late afternoon/evening mediation date(s) and a weekend arbitration date should one be necessary between now and May 7, 2026 (other than April 10, 2026 to April 17, 2026 when the University is not available).

The terms and conditions of your appointment include the following:

(a) Following a mutually agreed confidential and without prejudice mediation process with you as mediator, if there are any unresolved salary or benefit matters then pursuant to and in accordance with paragraphs 13 to 28 of Article 6: Negotiations of the MOA the parties agree to refer such unresolved salary and benefit matters for the one year period July 1, 2026 to June 30, 2027 to an interest arbitration dispute resolution process on the terms and conditions set out below.

(b) In lieu of a Dispute Resolution Panel (the “DRP”) established pursuant to and in accordance Article 6: Negotiations of the MOA, and without prejudice or precedent to either party’s position in any future round of Article 6 negotiations, the parties agree to substitute Jasbir Parmar as a sole arbitrator in place of the DRP and any interest arbitration award will be treated as a unanimous report for the purposes of paragraph 22 of Article 6 of the MOA.

(c) Both the fact of and the terms and conditions of the above-noted arrangement are without prejudice or precedent to the rights, position or submissions of the University or the Association with respect to whether any of either party’s proposals on unresolved salary or benefit issues, in whole or in part, are properly salary or benefit matters pursuant to and in accordance with relevant provisions of Article 6 of the MOA and both parties reserve all of their rights to make submissions to you that you in substitution for the DRP have no jurisdiction under Article 6 of the MOA to hear, consider and/or award any of either parties’ proposals in whole or in part.

Please follow up by reply email to confirm if you are agreeable to accepting an appointment as mediator, and if necessary interest arbitrator, on the basis set out above.



Kathleen Fini (she/her)
Legal Assistant to John E. Brooks
Kathleen-Fini@hicksmorley.com
t: 416.864.7225

Hicks Morley Hamilton Stewart Storie LLP
77 King St W., 39th Floor, Box 371, TD Centre, Toronto, ON M5K 1K8
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TAB 3

From: [Wassim Garzouzi](#)
To: [Kathleen Fini](#)
Cc: [Emily McBain-Ashfield](#); [Charlotte Waehkir](#); [Eli Gedalof](#); [Jonathan A. Maier](#); [Andrew Ebejer](#); [Yona Yuen](#); [John E. Brooks](#); [Julia Williams](#)
Subject: [EXTERNAL] RE: UofT and UTFA Article 6
Date: April 9, 2026 4:49:49 PM

WITHOUT PREJUDICE

John –

We confirm receipt of the Administration's issues.

We are in general agreement with the proposed approach, subject to the following clarifications:

1. Proposals advanced or not advanced in this round are not to be relied upon in support of, or against, any position in future rounds, by either party. Specifically, the Association does not want the fact that workload issues are not being referred to arbitration to be cited by the Administration in future rounds. This is a necessary requirement for the Association.
2. We agree that Arbitrator Parmar's appointment is strictly for the July 1, 2026-June 30, 2027 term. For clarity, while the mediation is without prejudice, it is not necessarily confidential. This will need to be the subject of discussions between the parties. The arbitration is with prejudice.
3. We agree with setting a time limit for the issuance of the decision, however we propose **July 1, 2026.**

We look forward to hearing from you at your earliest convenience.

WASSIM GARZOUZI [HE/HIM, IL/LUI]

RAVENLAW LLP

NEW ADDRESS: 1301-151 Yonge Street, Toronto, ON M5C 2W7

M: 819.208.4237 | F: 613.567.2921

Zoom Meeting ID: <https://us02web.zoom.us/j/8192084237> [us02web.zoom.us]

Assistant: Brad Koné (bkone@ravenlaw.com – 613.567.2911)

Scheduling Assistant: Charlotte Waehkir (cwaehkir@ravenlaw.com)

Site: www.ravenlaw.com/people/wassim-garzouzi/ [ravenlaw.com]

From: Kathleen Fini <Kathleen-Fini@hicksmorley.com>

Sent: Wednesday, April 8, 2026 9:34 AM

To: Wassim Garzouzi <WGarzouzi@ravenlaw.com>

Cc: Charlotte Waehkir <cwaehkir@ravenlaw.com>; Eli Gedalof <egedalof@gmail.com>; Jonathan A.

Maier <Jonathan-Maier@hicksmorley.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; John E. Brooks <John-Brooks@hicksmorley.com>

Subject: UofT and UTFA Article 6

ON BEHALF OF JOHN BROOKS

Without Prejudice

Wassim,

In the context of the parties' mutually agreed confidential and without prejudice mediation process with the Chair Eli Gedalof regarding potential agreement on an interest mediator-arbitrator for unresolved Article 6 salary, benefit and workload issues for the one-year period July 1, 2026 to June 30, 2027, I understand from my client that the parties have now exchanged proposals regarding unresolved salary and benefit issues (I understand from my client that no workload proposals are being advanced by either party in this round).

Without prejudice or precedent to its position in any future round of Article 6 dispute resolution on unresolved salary, benefit and workload issues, the University is prepared to agree to UTFA's proposal of Jasbir Parmar as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, regarding unresolved salary and benefit issues for the period July 1, 2026 to June 30, 2027, provided that she is able to accommodate scheduling a mutually convenient mediation date and a mutually convenient arbitration date should one be necessary in order to facilitate the parties reaching a mediated resolution or having an interest arbitration award in hand by no later than May 15, 2026 in order to implement ATB salary increases effective July 1, 2026 without retroactivity. In this regard, set out below for your review and comment is a draft invitation email to Jasbir Parmar.

Please follow-up by reply email or call to discuss if you have any questions.

DRAFT EMAIL TO JASBIR PARMAR CC TO WASSIM

Jasbir,

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The parties jointly wish to achieve a mediated resolution if possible or receive your interest arbitration award should interest arbitration be necessary by no later than May 15, 2026, in order to implement across-the-board salary increases effective July 1, 2026 without retroactivity. In these circumstances, if you are agreeable to accepting this invitation, it will require agreeing on a mutually convenient mediation date, and should one be necessary an arbitration date, in order to complete the process, including receipt of any arbitration award by no later than May 15, 2026. Both parties are willing to schedule a mutually convenient

5pm late afternoon/evening Monday – Thursday mediation date(s) and a single weekend arbitration date in this regard in circumstances where Arb Dates does not show any available dates for you in April or May, and if you are agreeable to accepting this appointment, we would ask that you advise us by email of your availability for a 5pm late afternoon/evening mediation date(s) and a weekend arbitration date should one be necessary between now and May 7, 2026 (other than April 10, 2026 to April 17, 2026 when the University is not available).

The terms and conditions of your appointment include the following:

(a) Following a mutually agreed confidential and without prejudice mediation process with you as mediator, if there are any unresolved salary or benefit matters then pursuant to and in accordance with paragraphs 13 to 28 of Article 6: Negotiations of the MOA the parties agree to refer such unresolved salary and benefit matters for the one year period July 1, 2026 to June 30, 2027 to an interest arbitration dispute resolution process on the terms and conditions set out below.

(b) In lieu of a Dispute Resolution Panel (the “DRP”) established pursuant to and in accordance Article 6: Negotiations of the MOA, and without prejudice or precedent to either party’s position in any future round of Article 6 negotiations, the parties agree to substitute Jasbir Parmar as a sole arbitrator in place of the DRP and any interest arbitration award will be treated as a unanimous report for the purposes of paragraph 22 of Article 6 of the MOA.

(c) Both the fact of and the terms and conditions of the above-noted arrangement are without prejudice or precedent to the rights, position or submissions of the University or the Association with respect to whether any of either party’s proposals on unresolved salary or benefit issues, in whole or in part, are properly salary or benefit matters pursuant to and in accordance with relevant provisions of Article 6 of the MOA and both parties reserve all of their rights to make submissions to you that you in substitution for the DRP have no jurisdiction under Article 6 of the MOA to hear, consider and/or award any of either parties’ proposals in whole or in part.

Please follow up by reply email to confirm if you are agreeable to accepting an appointment as mediator, and if necessary interest arbitrator, on the basis set out above.



Kathleen Fini (she/her)
Legal Assistant to John E. Brooks
Kathleen-Fini@hicksmorley.com
t: 416.864.7225

Hicks Morley Hamilton Stewart Storie LLP
77 King St W., 39th Floor, Box 371, TD Centre, Toronto, ON M5K 1K8
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TAB 4

From: [Kathleen Fini](#)
To: [Wassim Garzouzi](#)
Cc: [Charlotte Waehkir](#); [John E. Brooks](#); [Jonathan A. Maier](#); [Emily McBain-Ashfield](#); [Eli Gedalof](#); [Andrew Ebejer](#); [Yona Yuen](#); [Julia Williams](#)
Subject: FW: UofT and UTFA Article 6
Date: April 10, 2026 4:31:45 PM

ON BEHALF OF JOHN BROOKS

Without Prejudice

Wassim,

I am following up on your April 9, 2026 email below and note the following with respect to the numbered paragraphs in that email:

1. Agreed.
2. In my experience and the University's experience, mediation processes in connection with a potential interest arbitration proceeding are routinely by mutual agreement both confidential and without prejudice. This helps facilitate full and frank settlement discussions in mediation without either party being concerned that any compromised position they may indicate or expose in mediation will not be made public and will remain confidential. Accordingly, we agree that the issue of a mediation being both confidential and without prejudice should be the subject of discussions between the parties in advance of and in connection with a scheduled mediation so that both parties know whether positions taken in mediation will remain confidential or are public. Yes, the arbitration proceedings would be neither confidential nor without prejudice.
3. The reason the University proposed an award be received by May 15, 2026 is because this is the latest date when the award would need to be received in order to ensure implementation of ATB for the July pay period. If the award is received later (including UTFA's proposed date of July 1, 2026), implementation without retroactivity will not be possible.

There are a number of steps that need to be taken to implement awards, including individualized letters being prepared for every faculty member and librarian explaining the changes to their compensation. Understanding that both parties are desirous of implementing this award without retroactivity, we propose maintaining the tighter timeline in the invitation to Mediator-Arbitrator Parmar and addressing any concerns that she has with that timeline if they arise.

If this is agreeable, I could send the form of email to Jasbir Parmar set out in my April 8, 2026 email below and cc'd to you.



Kathleen Fini (she/her)
Legal Assistant to John E. Brooks
Kathleen-Fini@hicksmorley.com
t: 416.864.7225

Hicks Morley Hamilton Stewart Storie LLP
77 King St W., 39th Floor, Box 371, TD Centre, Toronto, ON M5K 1K8
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From: Wassim Garzouzi <WGarzouzi@ravenlaw.com>
Sent: Thursday, April 9, 2026 4:49:32 PM
To: Kathleen Fini <Kathleen-Fini@hicksmorley.com>
Cc: Emily McBain-Ashfield <mcbain-ashfield@utfa.org>; Charlotte Waehkir <cwaehkir@ravenlaw.com>; Eli Gedalof <egedalof@gmail.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; John E. Brooks <John-Brooks@hicksmorley.com>; Julia Williams <JWilliams@ravenlaw.com>
Subject: [EXTERNAL] RE: UofT and UTFA Article 6

WITHOUT PREJUDICE

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We are in general agreement with the proposed approach, subject to the following clarifications:

1. Proposals advanced or not advanced in this round are not to be relied upon in support of, or against, any position in future rounds, by either party. Specifically, the Association does not want the fact that workload issues are not being referred to arbitration to be cited by the Administration in future rounds. This is a necessary requirement for the Association.
2. We agree that Arbitrator Parmar's appointment is strictly for the July 1, 2026-June 30, 2027 term. For clarity, while the mediation is without prejudice, it is not necessarily confidential. This will need to be the subject of discussions between the parties. The arbitration is with prejudice.
3. We agree with setting a time limit for the issuance of the decision, however we propose **July 1, 2026.**

We look forward to hearing from you at your earliest convenience.

WASSIM GARZOUZI [HE/HIM, IL/LUI]

RAVENLAW LLP

NEW ADDRESS: 1301-151 Yonge Street, Toronto, ON M5C 2W7

M: 819.208.4237 | F: 613.567.2921

Zoom Meeting ID: <https://us02web.zoom.us/j/8192084237> [us02web.zoom.us]

Assistant: Brad Koné (bkone@ravenlaw.com – 613.567.2911)

Scheduling Assistant: Charlotte Waehkir (cwaehkir@ravenlaw.com)

Site: www.ravenlaw.com/people/wassim-garzouzi/ [ravenlaw.com]

From: Kathleen Fini <Kathleen-Fini@hicksmorley.com>

Sent: Wednesday, April 8, 2026 9:34 AM

To: Wassim Garzouzi <WGarzouzi@ravenlaw.com>

Cc: Charlotte Waehkir <cwaehkir@ravenlaw.com>; Eli Gedalof <egedalof@gmail.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; John E. Brooks <John-Brooks@hicksmorley.com>

Subject: UofT and UTFA Article 6

ON BEHALF OF JOHN BROOKS

Without Prejudice

Wassim,

In the context of the parties' mutually agreed confidential and without prejudice mediation process with the Chair Eli Gedalof regarding potential agreement on an interest mediator-arbitrator for unresolved Article 6 salary, benefit and workload issues for the one-year period July 1, 2026 to June 30, 2027, I understand from my client that the parties have now exchanged proposals regarding unresolved salary and benefit issues (I understand from my client that no workload proposals are being advanced by either party in this round).

Without prejudice or precedent to its position in any future round of Article 6 dispute resolution on unresolved salary, benefit and workload issues, the University is prepared to agree to UTFA's proposal of Jasbir Parmar as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, regarding unresolved salary and benefit issues for the period July 1, 2026 to June 30, 2027, provided that she is able to accommodate scheduling a mutually convenient mediation date and a mutually convenient arbitration date should one be necessary in order to facilitate the parties reaching a mediated resolution or having an interest arbitration award in hand by no later than May 15, 2026 in order to implement ATB salary increases effective July 1, 2026 without retroactivity. In this regard, set out below for your review and comment is a draft invitation email to Jasbir Parmar.

Please follow-up by reply email or call to discuss if you have any questions.

DRAFT EMAIL TO JASBIR PARMAR CC TO WASSIM

Jasbir,

I represent the University of Toronto and Wassim Garzouzi represents the University of Toronto Faculty Association (“UTFA”) with respect to Article 6 negotiations under the Memorandum of Agreement between the University and UTFA (a copy of which is attached hereto) and the parties would like to invite you to accept an appointment as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, with respect to unresolved salary and benefit issues for the one year period July 1, 2026 to June 30, 2027.

The parties jointly wish to achieve a mediated resolution if possible or receive your interest arbitration award should interest arbitration be necessary by no later than May 15, 2026, in order to implement across-the-board salary increases effective July 1, 2026 without retroactivity. In these circumstances, if you are agreeable to accepting this invitation, it will require agreeing on a mutually convenient mediation date, and should one be necessary an arbitration date, in order to complete the process, including receipt of any arbitration award by no later than May 15, 2026. Both parties are willing to schedule a mutually convenient 5pm late afternoon/evening Monday – Thursday mediation date(s) and a single weekend arbitration date in this regard in circumstances where Arb Dates does not show any available dates for you in April or May, and if you are agreeable to accepting this appointment, we would ask that you advise us by email of your availability for a 5pm late afternoon/evening mediation date(s) and a weekend arbitration date should one be necessary between now and May 7, 2026 (other than April 10, 2026 to April 17, 2026 when the University is not available).

The terms and conditions of your appointment include the following:

(a) Following a mutually agreed confidential and without prejudice mediation process with you as mediator, if there are any unresolved salary or benefit matters then pursuant to and in accordance with paragraphs 13 to 28 of Article 6: Negotiations of the MOA the parties agree to refer such unresolved salary and benefit matters for the one year period July 1, 2026 to June 30, 2027 to an interest arbitration dispute resolution process on the terms and conditions set out below.

(b) In lieu of a Dispute Resolution Panel (the “DRP”) established pursuant to and in accordance Article 6: Negotiations of the MOA, and without prejudice or precedent to either party’s position in any future round of Article 6 negotiations, the parties agree to substitute Jasbir Parmar as a sole arbitrator in place of the DRP and any interest arbitration award will be treated as a unanimous report for the purposes of paragraph 22 of Article 6 of the MOA.

(c) Both the fact of and the terms and conditions of the above-noted arrangement are without prejudice or precedent to the rights, position or submissions of the University or the Association with respect to whether any of either party’s proposals on unresolved salary or benefit issues, in whole or in part, are properly salary or benefit matters pursuant to and in accordance with relevant provisions of Article 6 of the MOA and both parties reserve all of their rights to make submissions to you that you in substitution for the DRP have no jurisdiction under Article 6 of the MOA to hear, consider and/or award any of either parties’ proposals in whole or in part.

Please follow up by reply email to confirm if you are agreeable to accepting an appointment

as mediator, and if necessary interest arbitrator, on the basis set out above.



Kathleen Fini (she/her)
Legal Assistant to John E. Brooks
Kathleen-Fini@hicksmorley.com
t: 416.864.7225

Hicks Morley Hamilton Stewart Storie LLP
77 King St W., 39th Floor, Box 371, TD Centre, Toronto, ON M5K 1K8
[Website](#) | [LinkedIn \[ca.linkedin.com\]](#)

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TAB 5

From: [Wassim Garzouzi](#)
To: [Kathleen Fini](#)
Cc: [Charlotte Waehkir](#); [John E. Brooks](#); [Jonathan A. Maier](#); [Emily McBain-Ashfield](#); [Eli Gedalof](#); [Andrew Ebejer](#); [Yona Yuen](#); [Julia Williams](#)
Subject: [EXTERNAL] RE: UofT and UTFA Article 6
Date: April 13, 2026 9:28:21 AM

WITHOUT PREJUDICE

John –

Without precedent and without prejudice to future rounds, the Association can agree that the entering positions and exchanges during mediation will be confidential. Exit positions (i.e. issues and positions referred to arbitration) are not confidential.

That leaves the issue of May 15. Can we connect by phone today to finalize the letter/timeline?

Please let me know.

W

WASSIM GARZOUZI [HE/HIM, IL/LUI]

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Site: www.ravenlaw.com/people/wassim-garzouzi/ [ravenlaw.com]

From: Kathleen Fini <Kathleen-Fini@hicksmorley.com>

Sent: Friday, April 10, 2026 4:32 PM

To: Wassim Garzouzi <WGarzouzi@ravenlaw.com>

Cc: Charlotte Waehkir <cwaehkir@ravenlaw.com>; John E. Brooks <John-Brooks@hicksmorley.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Emily McBain-Ashfield <mcbain-ashfield@utfa.org>; Eli Gedalof <egedalof@gmail.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; Julia Williams <JWilliams@ravenlaw.com>

Subject: FW: UofT and UTFA Article 6

ON BEHALF OF JOHN BROOKS

Without Prejudice

Wassim,

I am following up on your April 9, 2026 email below and note the following with respect to

the numbered paragraphs in that email:

1. Agreed.
2. In my experience and the University's experience, mediation processes in connection with a potential interest arbitration proceeding are routinely by mutual agreement both confidential and without prejudice. This helps facilitate full and frank settlement discussions in mediation without either party being concerned that any compromised position they may indicate or expose in mediation will not be made public and will remain confidential. Accordingly, we agree that the issue of a mediation being both confidential and without prejudice should be the subject of discussions between the parties in advance of and in connection with a scheduled mediation so that both parties know whether positions taken in mediation will remain confidential or are public. Yes, the arbitration proceedings would be neither confidential nor without prejudice.
3. The reason the University proposed an award be received by May 15, 2026 is because this is the latest date when the award would need to be received in order to ensure implementation of ATB for the July pay period. If the award is received later (including UTFA's proposed date of July 1, 2026), implementation without retroactivity will not be possible.

There are a number of steps that need to be taken to implement awards, including individualized letters being prepared for every faculty member and librarian explaining the changes to their compensation. Understanding that both parties are desirous of implementing this award without retroactivity, we propose maintaining the tighter timeline in the invitation to Mediator-Arbitrator Parmar and addressing any concerns that she has with that timeline if they arise.

If this is agreeable, I could send the form of email to Jasbir Parmar set out in my April 8, 2026 email below and cc'd to you.



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From: Wassim Garzouzi <WGarzouzi@ravenlaw.com>

Sent: Thursday, April 9, 2026 4:49:32 PM

To: Kathleen Fini <Kathleen-Fini@hicksmorley.com>
Cc: Emily McBain-Ashfield <mcbain-ashfield@utfa.org>; Charlotte Waehkir <cwaehkir@ravenlaw.com>; Eli Gedalof <egedalof@gmail.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; John E. Brooks <John-Brooks@hicksmorley.com>; Julia Williams <JWilliams@ravenlaw.com>
Subject: [EXTERNAL] RE: UofT and UTFa Article 6

WITHOUT PREJUDICE

John –

We confirm receipt of the Administration's issues.

We are in general agreement with the proposed approach, subject to the following clarifications:

1. Proposals advanced or not advanced in this round are not to be relied upon in support of, or against, any position in future rounds, by either party. Specifically, the Association does not want the fact that workload issues are not being referred to arbitration to be cited by the Administration in future rounds. This is a necessary requirement for the Association.
2. We agree that Arbitrator Parmar's appointment is strictly for the July 1, 2026-June 30, 2027 term. For clarity, while the mediation is without prejudice, it is not necessarily confidential. This will need to be the subject of discussions between the parties. The arbitration is with prejudice.
3. We agree with setting a time limit for the issuance of the decision, however we propose **July 1, 2026.**

We look forward to hearing from you at your earliest convenience.

WASSIM GARZOUZI [HE/HIM, IL/LUI]

RAVENLAW LLP

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Cc: Charlotte Waehkir <cwaehkir@ravenlaw.com>; Eli Gedalof <egedalof@gmail.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; John E. Brooks <John-Brooks@hicksmorley.com>

Subject: UofT and UTFA Article 6

ON BEHALF OF JOHN BROOKS

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Without prejudice or precedent to its position in any future round of Article 6 dispute resolution on unresolved salary, benefit and workload issues, the University is prepared to agree to UTFA's proposal of Jasbir Parmar as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, regarding unresolved salary and benefit issues for the period July 1, 2026 to June 30, 2027, provided that she is able to accommodate scheduling a mutually convenient mediation date and a mutually convenient arbitration date should one be necessary in order to facilitate the parties reaching a mediated resolution or having an interest arbitration award in hand by no later than May 15, 2026 in order to implement ATB salary increases effective July 1, 2026 without retroactivity. In this regard, set out below for your review and comment is a draft invitation email to Jasbir Parmar.

Please follow-up by reply email or call to discuss if you have any questions.

DRAFT EMAIL TO JASBIR PARMAR CC TO WASSIM

Jasbir,

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The parties jointly wish to achieve a mediated resolution if possible or receive your interest arbitration award should interest arbitration be necessary by no later than May 15, 2026, in order to implement across-the-board salary increases effective July 1, 2026 without

retroactivity. In these circumstances, if you are agreeable to accepting this invitation, it will require agreeing on a mutually convenient mediation date, and should one be necessary an arbitration date, in order to complete the process, including receipt of any arbitration award by no later than May 15, 2026. Both parties are willing to schedule a mutually convenient 5pm late afternoon/evening Monday – Thursday mediation date(s) and a single weekend arbitration date in this regard in circumstances where Arb Dates does not show any available dates for you in April or May, and if you are agreeable to accepting this appointment, we would ask that you advise us by email of your availability for a 5pm late afternoon/evening mediation date(s) and a weekend arbitration date should one be necessary between now and May 7, 2026 (other than April 10, 2026 to April 17, 2026 when the University is not available).

The terms and conditions of your appointment include the following:

(a) Following a mutually agreed confidential and without prejudice mediation process with you as mediator, if there are any unresolved salary or benefit matters then pursuant to and in accordance with paragraphs 13 to 28 of Article 6: Negotiations of the MOA the parties agree to refer such unresolved salary and benefit matters for the one year period July 1, 2026 to June 30, 2027 to an interest arbitration dispute resolution process on the terms and conditions set out below.

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(c) Both the fact of and the terms and conditions of the above-noted arrangement are without prejudice or precedent to the rights, position or submissions of the University or the Association with respect to whether any of either party’s proposals on unresolved salary or benefit issues, in whole or in part, are properly salary or benefit matters pursuant to and in accordance with relevant provisions of Article 6 of the MOA and both parties reserve all of their rights to make submissions to you that you in substitution for the DRP have no jurisdiction under Article 6 of the MOA to hear, consider and/or award any of either parties’ proposals in whole or in part.

Please follow up by reply email to confirm if you are agreeable to accepting an appointment as mediator, and if necessary interest arbitrator, on the basis set out above.



Kathleen Fini (she/her)
Legal Assistant to John E. Brooks
Kathleen-Fini@hicksmorley.com
t: 416.864.7225

Hicks Morley Hamilton Stewart Storie LLP
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TAB 6

From: [Kathleen Fini](#)
To: [Wassim Garzouzi](#)
Cc: [Charlotte Waehkir](#); [John E. Brooks](#); [Julia Williams](#); [Jonathan A. Maier](#)
Subject: FW: UofT and UTFA Article 6
Date: April 13, 2026 4:26:37 PM
Importance: High

ON BEHALF OF JOHN BROOKS

Without Prejudice

Wassim,

Further to the email string below and our telephone conversation this afternoon and as discussed, attached please find a revised email to Jasbir Parmar with the tweaks that we discussed shown in strikethrough and underline. Like you I have not yet checked the Saturday, May 9 or Sunday, May 10, 2026 arbitration dates with my client and will do so and understand you are doing the same.

Please follow-up by reply email or call to discuss in the hope that we can get the email to Jasbir Parmar tomorrow.

DRAFT EMAIL TO JASBIR PARMAR CC'd to WASSIM

Jasbir,

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~~afternoon/evening mediation date(s) and a weekend arbitration date should one be necessary between now and May 7, 2026 (other than April 10, 2026 to April 17, 2026 when the University is not available).~~

The terms and conditions of your appointment include the following:

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Please follow up by reply email to confirm if you are agreeable to accepting an appointment as mediator, and if necessary interest arbitrator, on the basis set out above.



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From: Wassim Garzouzi <WGarzouzi@ravenlaw.com>

Sent: April 13, 2026 9:40 AM

To: John E. Brooks <John-Brooks@hicksmorley.com>; Kathleen Fini <Kathleen-Fini@hicksmorley.com>

Cc: Charlotte Waehkir <cwaehkir@ravenlaw.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Emily McBain-Ashfield <mcbain-ashfield@utf.a.org>; Eli Gedalof <egedalof@gmail.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen

<yona.yuen@utoronto.ca>; Julia Williams <JWilliams@ravenlaw.com>

Subject: [EXTERNAL] Re: UofT and UTFA Article 6

Yes. Free any time. 8192084237.

WASSIM GARZOUZI [HE/HIM, IL/LUI]

RAVENLAW LLP

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Scheduling Assistant: Charlotte Waehkir (cwaehkir@ravenlaw.com)

Site: www.ravenlaw.com/people/wassim-garzouzi/ [ravenlaw.com]

From: John E. Brooks <John-Brooks@hicksmorley.com>

Sent: Monday, April 13, 2026 9:39:28 AM

To: Wassim Garzouzi <WGarzouzi@ravenlaw.com>; Kathleen Fini <Kathleen-Fini@hicksmorley.com>

Cc: Charlotte Waehkir <cwaehkir@ravenlaw.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Emily McBain-Ashfield <mcbain-ashfield@utfa.org>; Eli Gedalof <egedalof@gmail.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; Julia Williams <JWilliams@ravenlaw.com>

Subject: RE: UofT and UTFA Article 6

Wassim, I am in a hearing today and could call you later today when it concludes – are you free late afternoon and if so at what time and at what number should I call you.



John E. Brooks (he/him)

John-Brooks@hicksmorley.com

t: 416.864.7226 | m: 416.670.0115

[Website Bio](#) | [LinkedIn Profile](#) [[linkedin.com](https://www.linkedin.com)]

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3. The reason the University proposed an award be received by May 15, 2026 is because this is the latest date when the award would need to be received in order to ensure implementation of ATB for the July pay period. If the award is received later (including UTFA's proposed date of July 1, 2026), implementation without retroactivity will not be possible.

There are a number of steps that need to be taken to implement awards, including individualized letters being prepared for every faculty member and librarian explaining the changes to their compensation. Understanding that both parties are desirous of implementing this award without retroactivity, we propose maintaining the tighter timeline in the invitation to Mediator-Arbitrator Parmar and addressing any concerns that she has with that timeline if they arise.

If this is agreeable, I could send the form of email to Jasbir Parmar set out in my April 8, 2026 email below and cc'd to you.



Kathleen Fini (she/her)
Legal Assistant to John E. Brooks
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From: Wassim Garzouzi <WGarzouzi@ravenlaw.com>
Sent: Thursday, April 9, 2026 4:49:32 PM
To: Kathleen Fini <Kathleen-Fini@hicksmorley.com>
Cc: Emily McBain-Ashfield <mcbain-ashfield@utf.a.org>; Charlotte Waehkir <cwaehkir@ravenlaw.com>; Eli Gedalof <egedalof@gmail.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; John E. Brooks <John-Brooks@hicksmorley.com>; Julia Williams

<JWilliams@ravenlaw.com>

Subject: [EXTERNAL] RE: UofT and UTFA Article 6

WITHOUT PREJUDICE

John –

We confirm receipt of the Administration's issues.

We are in general agreement with the proposed approach, subject to the following clarifications:

1. Proposals advanced or not advanced in this round are not to be relied upon in support of, or against, any position in future rounds, by either party. Specifically, the Association does not want the fact that workload issues are not being referred to arbitration to be cited by the Administration in future rounds. This is a necessary requirement for the Association.
2. We agree that Arbitrator Parmar's appointment is strictly for the July 1, 2026-June 30, 2027 term. For clarity, while the mediation is without prejudice, it is not necessarily confidential. This will need to be the subject of discussions between the parties. The arbitration is with prejudice.
3. We agree with setting a time limit for the issuance of the decision, however we propose **July 1, 2026.**

We look forward to hearing from you at your earliest convenience.

WASSIM GARZOUZI [HE/HIM, IL/LUI]

RAVENLAW LLP

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From: Kathleen Fini <Kathleen-Fini@hicksmorley.com>

Sent: Wednesday, April 8, 2026 9:34 AM

To: Wassim Garzouzi <WGarzouzi@ravenlaw.com>

Cc: Charlotte Waehkir <cwaehkir@ravenlaw.com>; Eli Gedalof <egedalof@gmail.com>; Jonathan A. Maier <Jonathan-Maier@hicksmorley.com>; Andrew Ebejer <andrew.ebejer@utoronto.ca>; Yona Yuen <yona.yuen@utoronto.ca>; John E. Brooks <John-Brooks@hicksmorley.com>

Subject: UofT and UTFA Article 6

ON BEHALF OF JOHN BROOKS

Without Prejudice

Wassim,

In the context of the parties' mutually agreed confidential and without prejudice mediation process with the Chair Eli Gedalof regarding potential agreement on an interest mediator-arbitrator for unresolved Article 6 salary, benefit and workload issues for the one-year period July 1, 2026 to June 30, 2027, I understand from my client that the parties have now exchanged proposals regarding unresolved salary and benefit issues (I understand from my client that no workload proposals are being advanced by either party in this round).

Without prejudice or precedent to its position in any future round of Article 6 dispute resolution on unresolved salary, benefit and workload issues, the University is prepared to agree to UTFA's proposal of Jasbir Parmar as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, regarding unresolved salary and benefit issues for the period July 1, 2026 to June 30, 2027, provided that she is able to accommodate scheduling a mutually convenient mediation date and a mutually convenient arbitration date should one be necessary in order to facilitate the parties reaching a mediated resolution or having an interest arbitration award in hand by no later than May 15, 2026 in order to implement ATB salary increases effective July 1, 2026 without retroactivity. In this regard, set out below for your review and comment is a draft invitation email to Jasbir Parmar.

Please follow-up by reply email or call to discuss if you have any questions.

DRAFT EMAIL TO JASBIR PARMAR CC TO WASSIM

Jasbir,

I represent the University of Toronto and Wassim Garzouzi represents the University of Toronto Faculty Association ("UTFA") with respect to Article 6 negotiations under the Memorandum of Agreement between the University and UTFA (a copy of which is attached hereto) and the parties would like to invite you to accept an appointment as mediator in connection with a mutually agreed confidential and without prejudice mediation, and if necessary interest arbitrator, with respect to unresolved salary and benefit issues for the one year period July 1, 2026 to June 30, 2027.

The parties jointly wish to achieve a mediated resolution if possible or receive your interest arbitration award should interest arbitration be necessary by no later than May 15, 2026, in order to implement across-the-board salary increases effective July 1, 2026 without retroactivity. In these circumstances, if you are agreeable to accepting this invitation, it will require agreeing on a mutually convenient mediation date, and should one be necessary an arbitration date, in order to complete the process, including receipt of any arbitration award by no later than May 15, 2026. Both parties are willing to schedule a mutually convenient 5pm late afternoon/evening Monday – Thursday mediation date(s) and a single weekend arbitration date in this regard in circumstances where Arb Dates does not show any

available dates for you in April or May, and if you are agreeable to accepting this appointment, we would ask that you advise us by email of your availability for a 5pm late afternoon/evening mediation date(s) and a weekend arbitration date should one be necessary between now and May 7, 2026 (other than April 10, 2026 to April 17, 2026 when the University is not available).

The terms and conditions of your appointment include the following:

(a) Following a mutually agreed confidential and without prejudice mediation process with you as mediator, if there are any unresolved salary or benefit matters then pursuant to and in accordance with paragraphs 13 to 28 of Article 6: Negotiations of the MOA the parties agree to refer such unresolved salary and benefit matters for the one year period July 1, 2026 to June 30, 2027 to an interest arbitration dispute resolution process on the terms and conditions set out below.

(b) In lieu of a Dispute Resolution Panel (the "DRP") established pursuant to and in accordance Article 6: Negotiations of the MOA, and without prejudice or precedent to either party's position in any future round of Article 6 negotiations, the parties agree to substitute Jasbir Parmar as a sole arbitrator in place of the DRP and any interest arbitration award will be treated as a unanimous report for the purposes of paragraph 22 of Article 6 of the MOA.

(c) Both the fact of and the terms and conditions of the above-noted arrangement are without prejudice or precedent to the rights, position or submissions of the University or the Association with respect to whether any of either party's proposals on unresolved salary or benefit issues, in whole or in part, are properly salary or benefit matters pursuant to and in accordance with relevant provisions of Article 6 of the MOA and both parties reserve all of their rights to make submissions to you that you in substitution for the DRP have no jurisdiction under Article 6 of the MOA to hear, consider and/or award any of either parties' proposals in whole or in part.

Please follow up by reply email to confirm if you are agreeable to accepting an appointment as mediator, and if necessary interest arbitrator, on the basis set out above.



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TAB 7

CANADIAN
PSYCHOLOGICAL
ASSOCIATION



SOCIÉTÉ
CANADIENNE
DE PSYCHOLOGIE



Mental Health
Commission
of Canada

Commission de
la santé mentale
du Canada

Extended Mental Health Benefits in Canadian Workplaces: Employee and Employer Perspectives

Research Report



Acknowledgments

Authors

- Dayna Lee-Baggley, PhD, Chief of Research, Howatt HR Applied Workplace Research Institute; Adjunct Professor, Saint Mary's University; Registered Clinical Psychologist
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This research project was jointly funded by the Canadian Psychological Association and the Mental Health Commission of Canada. The authors wish to thank the Conference Board of Canada, Green Shield Canada, and Sun Life for circulating the survey among their members. The authors also wish to thank Alexandra Dagher, Ehsan Etezad, and Holly Truglia for their contributions to the project, including web design, data collection and analysis, data tables and results generation, literature review, writing and reviewing, and providing feedback on draft versions.

This study was approved through Saint Mary's University Research Ethics Board (SMU REB No. 21-032) and has met academic and ethical standards. The full survey and tables of results are available on request from Dr. Lee-Baggley at <mailto:dayna@howatthr.com>.

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Executive Summary

Mental health problems in Canada are both common and costly (and have only increased during the COVID-19 pandemic). Yet the lack of mental health resources means that many workers' needs are not being met. While research and policy has put more focus on promoting timely and equitable access to resources in the public system, two-thirds of adult workers have access to extended health benefits (EHBs) through their employer that include varying degrees of mental health care coverage. Given the unmet needs for mental health services across the public and private sectors, such benefits are an important resource for Canada's workers. Still, little is known, either about the ways employees use these benefits or the breadth of extended coverage employers provide.

To begin addressing these gaps, the online (French and English*) survey described in this report sought to better understand the role of EHBs from the perspective of employers and employees.

Key findings

Employee survey respondents (239 in total) were primarily Caucasian, female, well educated, and had stable well-paying jobs. Even though respondents were required to have access to EHBs to complete the survey, only 39 per cent had made use of such benefits for psychological services over the past year. Whether or not they had used them, both groups (80%) felt that the coverage was inadequate. The most common reasons for accessing psychological services through EHBs were anxiety (23%); depression (17%); and issues related to family (12%), work (11%), and COVID-19 stress (8%). A large percentage had timely access to a psychologist (72% saw a psychologist in the past month), with the same number (72%) reporting improvement in their problem as a result of such services. While respondents also reported accessing other workplace mental health services, a smaller percentage (33%) reported improvements in their problem as a result, compared to psychological services.

Employer respondents (175 in total) were primarily from Ontario, represented small to medium-sized organizations, and were located in urban areas. They were from varied sectors with the largest percentages from the sectors of "health care and social assistance," "finance and insurance" and "other". Roughly one-third increased their coverage for psychological services during the pandemic, most commonly due to employee needs and concern about COVID-19's impact. About half did not increase their coverage, with the most cited reasons being financial or a belief that their coverage was adequate. Increases in coverage differed between small and medium-sized (versus large) organizations. Only 13 per cent with fewer than 50 employees increased their psychological services coverage, whereas 50 per cent with over 1,000 employees did so. About a third (36%) of employers indicated that they had full flexibility in negotiating their EHB plan. This relatively small percentage raises the question of how employers might respond to emerging employee needs (or an issue like the pandemic) should they not have such flexibility.

While a majority of employer respondents (60%) said they were confident that the coverage of psychological services provided a good return on investment (ROI), less than half (42%) reported that their senior decision makers were "familiar" or "very familiar" with the evidence on ROI for such

* **Note:** Because respondents to the surveys were not a representative sample of Canada's general population or workforce, generalizing the results should be undertaken with caution.

coverage. This result suggests either that respondents were not senior decision makers or there is room to improve their understanding of ROI in this area. The percentage of mental health-related sick days as well as mental health-related claims for workers' compensation benefits (WCB), short-term-disability (STD), and long-term-disability (LTD) differed by sector and organization size. For small and medium-sized organizations, the average claim was much smaller (0% WCB, 3% STD, 1% LTD) compared to larger organizations (19% WCB, 23% STD, 17% LTD). Provincial governments had the highest number of such sick days (37 days) across the public and private sectors.

Recommendations

Given that mental health needs are only increasing due to COVID-19, it is important to make use of the workplace as a resource for mental health care and to improve the funding and use of EHB plans. This includes addressing issues such as

- adequate coverage, including flexibility among employers to change EHB plans to reflect the psychological coverage their employees need
- awareness among senior decision makers about ROI related to additional coverage for psychological services and the importance of timely access to care for employees
- barriers to accessing EHBs (including the unique barriers men and racialized people encounter)
- government policies (e.g., tax credits) that give employers an incentive to extend coverage
- support for smaller organizations that enables them to offer EHBs similar to those in large organizations
- ongoing dialogue between governments and employers regarding the provision of mental health services.

Given the unmet needs for mental health services in Canada, it is critical to increase funding and resources to improve access for workers. Because mental health care outside of publicly funded institutions is largely funded out of people's own pockets or through EHB plans, the private sector is a critical part of developing effective solutions for doing so.

Introduction

Mental health problems are common and costly in Canada, yet the lack of mental health resources means that many workers' mental health needs go unmet.

Mental health needs are increasing because of the COVID-19 pandemic, but these have been longstanding needs. Prior to the pandemic, an estimated one in five people in Canada (about 7.5 million) were experiencing a mental health problem or illness in any given year.¹ Mental illness not only has a significant impact on our quality of life and life expectancy,^{2,3} it also has important implications for our workforce. According to research, 21.4 per cent of the Canada's workers have reported living with a mental health problem or illness.⁴ Mental health disorders are a leading cause of disability across the country.⁵⁻⁷ Mental health problems and illnesses make up about 30 per cent of short- and long-term disability claims.⁸ Current predictions indicate that “by 2030 depression will be the leading cause of burden of illness globally” (p. 1).⁹ In 2011, mental health problems and illnesses cost employers in Canada an estimated \$6 billion per year in lost productivity (from absenteeism, presenteeism, and turnover).¹⁰

But these high rates are not matched by appropriate resources for mental health policies, programs, services, or supports. Due to a chronic underfunding of mental health resources, Canada spends five to seven per cent of its overall public health budget on mental health services – well below other G7 nations such as the U.K. (13%) and France (15%).¹¹⁻¹³ Yet even those percentages are well below the estimated burden of disease (23%) attributed to mental health problems in developed countries.^{14,15} Canada's annual funding gap for mental health services in its public system is about \$3.1-billion.¹⁶ Although the 2017-18 federal budget allocated \$5 billion over 10 years to improve access to such services, that works out to just \$500 million per year.

In 2018 an estimated 5.3 million people in Canada reported that they had needed help for their mental health in the previous year.¹⁷ About 22 per cent of those (1.2 million) reported that their needs were only “partially met,” and 21 per cent (1.1 million) that they “were fully unmet.” Medication needs were the most likely to be met (85%), whereas counselling needs were most likely to be unmet (34%). Gaps in funding and in public insurance coverage have also resulted in significant inequities in access. That is, the gaps in funding and access are not equal across groups. The unmet need in Canada is greater among people with low incomes,¹⁸ which COVID-19 has made even worse.¹⁹⁻²²

The private system plays an important role in mental health resources in Canada.

Canada's disjointed mental health system includes both public- and private-sector resources. In the private sector, workplaces play a meaningful role in providing access to mental health services. In addition to an employee and family assistance program (EFAP), many organizations have extended health benefits (EHBs) that give employees limited coverage for private mental health resources (e.g., psychologists working in private practice).

While the private-sector system has historically offered mental health services by psychologists, social workers and regulated psychotherapists are increasingly eligible for coverage from EHBs. It is estimated that more than two-thirds of Canada's workers have access to such benefits. Although the amount of coverage varies, \$420 million was paid out for psychological service claims in 2020 (up 24% from 2019), and over \$300 million is paid out annually for employee assistance programs (EAPs) (including \$70 million for substance use alone).²³⁻²⁵ More than half (56%) of these workers have access to a benefits plan that covers mental health providers (to some degree), and 46 per cent have

access to EFAP benefits, either personally or through a member of their household.²⁶ Studies estimate that 80 per cent of psychological consultations occur in private practice.²⁷

Also well documented is the fact that EHBs are typically not enough to meet a person's mental health needs.^{28,29} The maximum coverage employers provide for mental health counselling is a good example of this shortfall. The 2021 median annual maximum coverage stands at \$750, down 25 per cent from the 2020 maximum of \$1,001. Although 72 per cent provide maximum coverage of up to \$1,000, and 21 per cent cover between \$1,001 and \$5,000 (the remaining seven per cent offer more than \$5,000),³⁰ these amounts still present a challenge in terms access to care. The Canadian Psychological Association (CPA) recommends that employees receive access to coverage between \$3,500 and \$4,000 for full treatment using evidence-base care (i.e., treatment adequate for achieving a therapeutic outcome).³¹

As a consequence, provincial psychological associations estimate that clients pay out of their own pockets for private psychological services between five and 39 per cent of the time.³² Each year, people in Canada spend an estimated \$950 million on private practice psychologists for mental health issues, 30 per cent of which they pay for out of pocket.³³ At the same time, having private health insurance is not a significant predictor for seeing a mental health professional, which suggests that even those who have coverage may not use it.³⁴

In terms of types of services being used, large employers are also more likely to have a mental health support program than small employers,^{35,36} which means that more small employers depend on community programs, services, and supports.

Mental health needs have only increased during the pandemic.

A Conference Board of Canada and Mental Health Commission of Canada (MHCC) study in July 2020 found that 84 per cent of respondents' mental health concerns had worsened since the onset of the pandemic.³⁷ Findings presented in three reports in 2021 provided further evidence of COVID-19's impact on mental health: 14 per cent of Canadians reported moderately severe or severe symptoms of depression (up from two per cent before the pandemic), 22 per cent who use alcohol reported problematic use in the past month, nine per cent reported seriously contemplating suicide in the past year (up from three per cent pre-pandemic), and opioid toxicity deaths increased 88 per cent since the pandemic began.³⁸⁻⁴⁰ In addition, while disability claims decreased during COVID-19, mental health claims for federal public servants made up the largest share of all claims at 55.1 per cent.⁴¹ Private-sector rates also remained high at 30 per cent. According to data from Canadian Life and Health Insurance Association members, disability insurance claims for mental health supports increased 24 per cent in 2020.⁴² Insurance companies paid \$420 million to support mental health claims, \$150 million more than projected.^{43,44} Further, in 2021, workers' mental health-related claims for STD increased six per cent, while their duration rose 12 per cent.

According to a March 2021 Ipsos poll, 60 per cent of respondents said they were experiencing mental health issues, with more than half (54%) not seeking treatment.⁴⁵ Among the most common reasons were affordability (37%), including cost or the lack of workplace group benefits; access (29%), including barriers due to closures and long wait times or not knowing where to go; and stigma as well as being embarrassed to ask for help (30%).⁴⁶ Another significant reason for not seeking treatment was a person's preference for dealing with the issue on their own. In a study conducted by the CPA in 2020, nearly one in two respondents said that this preference was a "very significant" (16%) or "somewhat significant" (30%) barrier to seeking help.⁴⁷ This finding is consistent with results from a 2021 MHCC study, which found that 46 per cent of respondents preferred to deal with the issue themselves.⁴⁸

The CPA survey also found that 92 per cent of respondents had not accessed services from a psychologist since the pandemic began.⁴⁹ For those who did, 47 per cent used private insurance, 26 per cent used the public health system, and 26 per cent used funds out of their own pocket. Most reported that such services were provided in a reasonable (50%) or somewhat reasonable (34%) amount of time.

A second CPA survey examined the impact of the pandemic on access to mental health resources.^{50,51} While one survey indicated that more than half thought the pandemic had a “negative” (33%) or “somewhat negative” (23%) impact on accessing care by a psychologist,⁵² the other suggested there was an overall rise in access that was not keeping pace with need.⁵³ Thus, the pandemic has increased the need for mental health resources, but they have not risen sufficiently to meet this higher need.

This survey

While research and policy has put more focus on promoting timely and equitable access to resources in the public system, two-thirds of adult workers have EHBs through their employer that include varying degrees of mental health care coverage. Given the unmet needs for mental health services across the public and private sectors, EHBs are an important resource for workers in Canada. Still, little is known either about the ways employees use these benefits or the breadth of extended coverage employers provide.

To begin addressing these gaps, the online (French and English) survey described below sought to better understand the role of EHBs from the perspective of employers and employees.

Methods

The survey was created through expertise drawn from the CPA, the MHCC, Dr. Bill Howatt, and primary investigator Dr. Dayna Lee-Baggley.[†] Ethical approval for this research study was obtained from the Institutional Research Ethics Board at Saint Mary’s University (SMU REB File Number: 21-032). The employee survey recruited participants over 18 who were employed full time and had a smartphone or computer to access the survey. Respondents screened through only if they were employed full time and had access to psychological services covered by their employer’s health benefits plan. The employer survey targeted participants with access to information about their organization’s funding and coverage of mental health services. Participants were recruited through the MHCC members mailing list and via social media, targeted contacts, convenience, and snowball sampling.

[†] The final survey and detailed findings are available on request from Dr. Lee-Baggley at dayna@howatthr.com.

Summary of Results

It is important to note that, because respondents to the surveys were not a representative sample of Canada's general population or workforce, generalizing the results should be undertaken with caution. Also, while the employee survey had a greater proportion of respondents from large organizations (49%) than from those that were small to medium-sized (47%), the employer survey had a greater proportion of respondents from small to medium organizations (59%) than from large ones (42%). Consistent with standard classification, employers with 1-499 paid employees were classified as small to medium-sized, and employers with 500 or more paid employees were classified as large.⁵⁴ Therefore, the results of the employer and employee surveys are not directly comparable to each other. Any comparison should be made with due care.

Employee survey highlights

Respondents were primarily Caucasian, female, well educated, and had stable well-paying jobs.

- Total respondents = 239
- Most frequent primary residence: Ontario (52%), Alberta (14%), B.C. (12%)
- 74% lived in an urban area.
- 56% were between ages 41 and 55.
- 80% were female.
- 84% were Caucasian/white.
- Most (52%) were married.
- 74% had a university education, including almost 10% with a PhD.
- 54% earned \$80,000 or more per year.
- 50% had been with their employer for nine years or more.
- The three highest percentages worked in health care (46%), government/justice/policing (19%), and education (12%).
- 53% came from employers with 500 or more employees, 22% from employers with more than 10,000 employees (usually a hospital or health authority).
- 59% reported that they were front-line workers (compared to being managers or having leadership positions).
- 44% were members of a union.
- One-third were employed by federal or provincial/territorial governments.
- 12% were from private industry.
- Since the pandemic, the rate of working from home rose to 60% (pandemic) from 5% (pre-pandemic).

Regardless of whether they had accessed psychological services through an EHB plan, respondents reported a similar co-pay arrangement and felt that their coverage was not adequate.

- All respondents had access to psychological services covered by their employer's health benefits plan to participate in the survey, but only 39 per cent had received psychological services through these benefits. Out of those, 32 per cent involved a co-payment.

- For respondents from large organizations, 40 per cent had accessed psychological services through EHBs compared to 35 per cent from small to medium-sized organizations.
- Whether or not respondents received psychological services through EHBs, 80 per cent felt that the coverage was not adequate.
- More females (82%) than males (50%) who received psychological services through EHBs thought that the financial coverage was not adequate.

Similar reasons were given for accessing psychological services through EHBs.

- The most common reasons, accounting for 70 per cent of the respondents, were anxiety (23%); depression (17%); and issues related to family (12%), work (11%), and COVID-19 stress (8%).

Most had timely access to a psychologist.

- 36 per cent of respondents were able to see a psychologist within two weeks, 72% within a month.

Most reported improvement in their problem as a result of receiving services from a psychologist.

- 70 per cent said the service relieved but did not completely take the problem away; 18 per cent reported that their problem stayed the same.
- In rural areas, 66 per cent of participants said it relieved but did not completely take the problem away, while 30 per cent felt that their problem stayed the same.
- In urban areas, 74 per cent said it relieved the problem but did not completely take the problem away; 11 per cent reported that their problem stayed the same.

While respondents accessed other services, a smaller percentage reported improvements for their problem compared to receiving psychological services.

- In addition to psychological services, 73 per cent said they used an EFAP, 16 per cent used self-directed online programs or apps, and seven per cent accessed peer support.
 - Only 32 per cent reported that such services relieved their problem but did not completely take the problem away, while 41 per cent said that the problem stayed the same, and nine per cent indicated that it got worse.
 - A larger percentage (17%) were unsure how these other services had impacted their problem compared to services from a psychologist, for which 10 per cent were unsure.

Employer survey highlights

Employer respondents (175 in total) were primarily from Ontario, represented small to medium-sized organizations, and were located in urban areas. They were from varied sectors with the largest percentages from the sectors of “health care and social assistance,” “finance and insurance” and “other”.

- Total respondents = 175
- Most frequent primary residence: Ontario (50%), Alberta (22%)
- 21% worked in the health care and social assistance sectors, 11% in the finance and insurance sectors, and 15% in other areas.
- Most were from private (42%), non-profit (32%), and public corporations (15%).
- 59% were from small to medium-sized organizations, and 31% had fewer than 50 employees.

- Most (78%) were located in urban areas.

Roughly one-third of respondents increased their coverage during the pandemic, most commonly due to employee needs and concerns about the impact of the pandemic. About half did not increase their coverage, with the most frequent reasons being related to cost or a belief that the coverage was adequate.

- Most (88%) reported that they provide other mental health supports in addition to access to psychological services through their EFAP.
- Most (87%) reported that timely access to mental health services provided by psychologists was “extremely important” or “very important.”
- A significant number (29%) increased coverage during the pandemic, with the most common reasons being a response to employee needs (27%) and a concern about the mental health impact of the pandemic (26%).
- For the 55 per cent that did not increase their coverage, the most common reasons given were having a difficult financial situation (25%) and believing that current coverage was adequate (21%).
- Among those citing finances as a reason for not increasing coverage (e.g., difficult financial situation, could not afford increased premiums, employees could not afford increased premiums), more were small to medium-sized organizations (13%) than large (2%).
- Over a third (36%) reported that they had “full flexibility” or “some flexibility” in negotiating their health benefits package prior to renewal.
- Fewer small to medium-sized companies (19%) increased their coverage for psychological services than large organizations (54%). More specifically, just 13 per cent of organizations with less than 50 staff increased their coverage, while 50 per cent with more than 1,000 staff did so.

Less than half felt that their senior leaders and decision makers understood the ROI from psychological services, but more than half were confident that the ROI was good.

- Although 42 per cent of respondents reported that senior leaders and decision makers were “very familiar” or “familiar” with the data or evidence on their employer’s ROI for covering psychological services, 13 per cent indicated that they did not know whether these decision makers were familiar with this ROI.
- 60 per cent were “very confident” or “confident” that the coverage for psychological services for all employees provided a good ROI.‡
- While in urban areas 21 per cent of companies reported that their senior leadership was very familiar with the ROI of covering psychological services, only nine per cent in rural areas indicated this degree of familiarity.
- In private and non-profit companies, about 20 per cent of respondents said that their leaders were not familiar with the ROI of covering psychological services, yet this rate was only seven per cent among public corporations.

‡ As noted, this suggests that respondents of the survey were not senior decision makers or there is room to improve their understanding of this ROI.

Mental health-related sick days as well as claims for WCB, STD, and LTD differed by sector and organization size.

- Respondents reported that nine per cent of STD claims, six per cent of LTD claims, and five per cent of WCB claims were related to mental health.
- Most (75%) indicated that 0 per cent of their WCB claims were mental health related. For those who did, mental health-related WCB claims averaged 22 per cent of overall claims.
- Most reported that 0% of STD (55%) and LTD (61%) claims were mental health related. For those who did, mental health-related STD claims averaged 19 per cent, and LTD claims 14 per cent.
- Overall, organizations reported nine sick days per year on average.
- The number of sick days was highest in provincial governments, at 37 days on average. Provincial government WCB claims related to mental health averaged 22 per cent of overall claims.
- The percentages of employees making mental health-related STD claims in public corporations (20%) and provincial governments (24%) were higher than in private (7%) and non-profit (6%) organizations.
- The percentages of employees making mental health-related LTD claims in public corporations (7%) and provincial governments (16%) were also higher (but less so) than in private (3%) and non-profit (6%) organizations.
- Small and medium-sized companies had fewer average sick days (7) and fewer WCB claims that were mental health related (0%) than large organizations, at 13 days and 19 per cent, respectively.
- Small and medium-sized companies had fewer mental health-related STD (3%) and LTD (1%) claims than large organizations, at 23 per cent and 17 per cent, respectively.

Discussion

Since, as mentioned, both employee and employer respondents were not representative of the Canadian population or workforce, results should be interpreted with this limitation in mind.

Employers and employees differ on whether coverage from EHBs was adequate. Studies suggest that having to pay out of pocket for costs not covered by EHBs is a barrier to accessing mental health resources.^{55,56} In this study, 80 per cent of employees (despite being middle- to high-income earners) felt that their coverage was inadequate (though most saw their problems improve as a result of receiving psychological services). Yet only 29 per cent of employers increased coverage during the pandemic. Out of the 55 per cent that did not, 21 per cent said it was because their coverage was adequate. While the two groups of respondents are not directly comparable, a discrepancy may exist between employers and employees on whether coverage is sufficient. The role played by an organization's size should also be noted: only 13 per cent of those with fewer than 50 employees increased their psychological services coverage, whereas 50 per cent with over 1,000 employees did so. This disparity suggests that there are significant discrepancies in small to medium-sized organizations' ability to offer such benefits compared to large organizations. This may be an important area for policy work to better support equity for employees of small and medium-sized businesses.

EHBs are an underutilized resource that could help address unmet mental health needs. Canada only spends seven per cent of its health-care budget on mental health, which is lower than other OECD nations and far below the estimated 23 per cent that mental health problems contribute to the burden of disease in these countries.⁵⁷⁻⁵⁹ The Royal Society of Canada and the Canadian Alliance on Mental Illness and Mental Health have recommended that funding for mental health be increased to at least 12 per cent to address the longstanding unmet needs exacerbated by the pandemic.⁶⁰ While efforts to improve funding for mental health in the public system should continue, extended workplace benefits are an underutilized resource that should also be maximized to address these needs.⁶¹ Even though all respondents had access to EHBs, only 39 per cent had used this resource to access psychological services. Whether they had or hadn't received psychological services through extended benefits, 80 per cent of both groups felt that coverage was not adequate.

There may also be a role for expanding workplace programs so as to include mental health training, psychological safety standards, and peer support programs. As well, virtual and online mental health programs have been shown to be effective, and with their increasing acceptability, may be another important way to address unmet mental health needs.^{62,63} That said, a much larger percentage of survey respondents indicated that their problem improved through services from a psychologist than from other services. Such a response suggests that mental health interventions are neither the same nor interchangeable; more likely, they are better seen as different and complementary. Both public and private sectors have something to contribute to meeting emerging mental health needs, given the unmet needs. If governments and employers are looking to expand coverage for psychological services, both sectors will need to engage in dialogue to maximize the complementarity of coverage and minimize any unintended consequences (i.e., cost shifting) of decisions that would reduce or limit access to care. For example, when Australia extended its Medicare coverage for psychological services, private insurance claims were cut in half.⁶⁴

COVID-19 has had a significant impact on employee mental health needs. COVID-19 has been accompanied by an increase in mental health problems as well as a greater awareness of the need for resources to address such concerns.⁶⁵ It has also highlighted ongoing issues related to accessing these resources. While close to 30 per cent of employers reported that they increased their coverage for psychological services (28.6%), close to half (46.9%) did not consider changing it, and eight per cent considered doing so but did not. The top five reasons for increasing coverage – response to employee needs, concern about the mental health impact of the pandemic, an effort to reduce disability claims related to mental health, recognition of the need to increase coverage, and an incentive to improve recruitment and retention – accounted for 96 per cent of employer responses. Of those who did not increase coverage through their EHBs plan, 50 per cent identified cost as the main reason (i.e., difficult financial situation, could not afford increase in premiums, employees could not afford increase in premiums). Just over a third (36%) of employers indicated that they had full flexibility in negotiating employers' health benefits plans. This finding raises the issue of how employers might respond to emerging employee needs (or an issue like the pandemic) should they not have such flexibility.

The percentage of mental health-related WCB, STD, and LTD claims was much smaller in this survey than in previous studies, where roughly 30 per cent of claims have been attributed to mental health. Given that this survey did not have a representative sample, these other estimates are likely more accurate. The percentage of claims also differed significantly based on sector and organizational sizes. The average number of claims related to mental health for small to medium-sized companies was much smaller (0% WCB, 3% STD, 1% LTD) compared to larger organizations (19% WCB, 23% STD, 17% LTD). The provincial government sector had the highest rate of claims and highest number of sick days, in keeping with other studies that showed increasing rates for mental health claims among public servants.⁶⁶

Not all employers are familiar with the ROI of investing in mental health resources. Investing in the mental health of employees has a clear ROI.⁶⁷ Not only do some studies show that every dollar spent on treatment can result in a \$4 return,⁶⁸⁻⁷⁰ there is strong evidence that the effectiveness of psychotherapy leads to reduced health-care costs and improved productivity.⁷¹⁻⁷⁶ The Conference Board of Canada has estimated that the effective treatment of depression and anxiety for all employees would result in annual increases in Canada's economy of up to \$49.6 billion.⁷⁷ While a majority of employer respondents (60%) said they were confident that coverage for psychological services provided a good ROI, less than half (42%) reported that their senior decision makers were “familiar” or “very familiar” with the evidence on ROI for such coverage. This result suggests either that respondents were not senior decision makers or there is room to improve their understanding of this ROI.

Recommendations and calls to action

It is important to understand the barriers to accessing psychologists through EHBs. Access, affordability, and stigma remain key barriers to realizing the benefits of these services. Documented barriers include:

- affordability, including lack of employment-based benefits or inability to pay out of pocket⁷⁸⁻⁸⁰
- not knowing where to go for help^{81,82}
- long wait times⁸³⁻⁸⁵
- a shortage of accessible mental health professionals⁸⁶
- a lack of mental health service integration and government oversight^{87,88}
- a lack of confidence in the health-care system⁸⁹
- culture and language barriers⁹⁰
- gender norms⁹¹
- racism and structural stigma⁹²⁻⁹⁴
- concerns about stigma⁹⁵
- concern about colleagues or employers knowing that one is accessing mental health services^{96,97}
- inequities due to geography or demographics (e.g., youth, rural communities, and Indigenous populations)^{98,99}
- the cost of services not covered by private insurance plans^{100,101}
- people's preference for dealing with issues on their own^{102,103}

Some of these barriers might be addressed through EHBs. In a recent study, 47 per cent of respondents indicated that accessing the services of a psychologist through the public system was likely to take an “unreasonable” or “somewhat unreasonable” period of time;¹⁰⁴ yet 40 per cent reported that they thought they could do so through their employer's health benefits plan in a reasonable time. The current survey reinforced that estimate, with 36 per cent of respondents indicating that they were able to see a psychologist within two weeks and 72 per cent within a month.

In past studies, 76 per cent of respondents have said that providing greater access to psychologists through employer health benefit plans is a “very good” or “good” idea. In this survey 80 per cent felt that coverage was not adequate — whether or not they had received psychological services through an extended benefits plan. Given the shortage of mental health providers, expanding eligibility by

including other regulated mental health providers (e.g., social workers, psychotherapists, counselling therapists) may also address a potential barrier.

That said, barriers can also arise – including stigma and affordability – when accessing EHBs. Studies have shown that having to pay out of pocket for costs not covered by these benefits and having concerns about employers or colleagues knowing that one is accessing mental health resources are common.^{105,106} Even though respondents were required to have access to EHBs to complete the survey, only 39 per cent had made use of them for psychological services in the past year. Whether or not they had used them, both groups (80%) felt that the coverage was inadequate, which suggests that some may not have accessed services due to out-of-pocket costs. This finding was even more striking given that the respondents were middle- to high-income earners. Regarding concerns about colleagues or employers finding out who has accessed EHBs for mental health services, raising awareness and reassuring employees about their privacy may help address this barrier. Overall, providing more information on barriers to accessing these benefits may increase their use.

While employee respondents were not representative of the Canadian population, they may be for those who use private psychological services. It is well documented that women, Caucasians, and those with higher education and income are more likely to use mental health resources¹⁰⁷ – a bias replicated in our survey, where respondents were 60 per cent female, 80 per cent Caucasian, 74 per cent university educated, and 54 per cent earning annual incomes of \$80,000 or more.

Men and racialized people may have also been less likely to respond to a survey about accessing mental health resources, whether or not they had used them.[§] Here, individual and system-level barriers must be considered, including cultural and gender norms around accessing mental health support, as well as institutional and structural barriers, such as a lack of public coverage for mental health services and languages or a lack of diversity among providers. While CPA has launched several initiatives to address human rights and social justice goals,¹⁰⁸ access to mental health resources could also be increased by finding ways to improve accessibility for those less likely to use them, including men and racialized people.

Policy considerations

EHBs are an underutilized and underfunded resource for meeting the mental health needs of Canada's population. While improving equitable access through increased funding to the public system is essential, since the funding gap is unlikely to be solved over the short term, EHBs can play an important role in dealing with unmet mental health needs. Addressing the following issues that employees and employers face may help improve access to these benefits:

- adequate coverage, including flexibility among employers to change EHB plans to reflect the psychological coverage their employees need
- awareness among senior decision makers about ROI related to additional coverage for psychological services and the importance of timely access to care for employees
- barriers to accessing EHBs for all employees (including the unique barriers men and racialized people encounter)

[§] More information is needed to understand the barriers experienced by these populations.

- government policies (e.g., tax credits) that give employers an incentive to extend coverage
- support for smaller organizations that enables them to offer EHBs similar to those in large organizations
- ongoing dialogue between governments and employers regarding the provision of mental health services

Conclusion

Given that mental health needs are only increasing due to COVID-19, making use of all possible resources to address gaps in mental health needs is critical. An important part of doing so is to leverage the workplace as a resource for mental health care and improve the funding and use of underutilized EHBs. This includes addressing such issues as adequate coverage (including flexibility to increase benefits), ROI for mental health benefits, barriers employees face (especially those less likely use mental health services), and support for small and medium-sized organizations in providing EHB plans. With the unmet needs for mental health services across the public and private sectors, EHBs are an essential resource for Canada's population.

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