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Date: April 5, 2006
To : UTFA Members
From: George Luste
Re: **Non-Monetary Items in the 2005-06 and 2006-07 Settlement**

Paragraph [3] in the Winkler Award document reads as follows:

“The jurisdiction of the panel was also questioned with respect to certain other issues that the University characterized as being outside the ambit of Article 6 of the MOA. Moreover, it was determined by both parties that those issues, including some proposals relating the benefit plan and the formation of working groups to deal with certain matters, should be placed on “hold” to be resolved between the parties. Consequently, they are not included in this award.”

These “certain other issues” are referred back to the two sides (UTFA and the Administration) for further negotiations by the Arbitrator, who retains jurisdiction over the outstanding items.

What are these non-monetary “other issues”? And what are the positions of the two parties on these issues?

Perhaps the best summary is provided in the Administration’s own tables as presented in their “University Reply Submissions” at the December 12 & 13, 2005 hearings before the Dispute Resolution Panel.

The following four pages represent an attachment of pages 1 through 4 - from the “University Reply Submissions” document.

I SCOPE OF DISPUTE

a. Issues beyond jurisdiction

The University submits that any proposals to create working groups, to alter the parties' practice of sharing information and to change the Memorandum of Agreement are beyond the Panel's jurisdiction (as summarized in table below). These are not matters "relating to salary and benefits" as required by Article 6, section 19. It has replied to some of these responses below without prejudice to this position on the Panel's jurisdiction.

UTFA Proposal #	Issue
2(b)(ii)	Working group on PTR
2(b)(iv)	Working group on salary inversion
2(d)(iv)	Information on commuted value of pension
2(d)(v)	Working group on pension arrangements
3(ii)	Information on benefits (access to Green Shield rules, regulations and guidelines)
3(viii)	Working group on dependant scholarship program
4(i)	Information to individuals on faculty and librarian short lists
4(ii)	Information on individual salaries by department
4(iii)	Information on names and contact information of individuals giving notice to retire
4(iv)	Information officer and arbitration
4(v)	Working groups (generally)
5(i)	Memorandum (appoint task force)
5(ii)	Memorandum (mandatory retirement language)
5(iii)	Memorandum (information sharing)

b. Issues of apparent agreement

The University does not seek a recommendation from the Panel on the issues included in the table below. Without prejudice to its position on the Panel's jurisdiction, the University has included all of the issues in apparent agreement in this table.

UTFA Proposal #	UTFA Proposal	University Proposal
2.b.ii	The parties agree to establish a Joint Working Group to review and report with respect to the PTR model.	The parties agree to establish a Joint Working Group to review and make recommendations with respect to the PTR model.
2.d.iv	The commuted value of the pension for individual faculty members and librarians shall be included in the annual Benefits Statement along with an explanation of what commuted value means and how interest rate changes and other relevant factors may change the amount.	The University agrees to provide in the annual Pension and Benefits Statements for faculty members and librarians an estimate of the lump sum termination value of the pension as of the end of the Plan year, beginning with the Statement as of June 30, 2006. The University and UTFA agree to work towards ensuring that plan members understand that this estimated value is not a guarantee of the amount the member would receive if they terminated from the University.
2(d)(v)	The parties agree to establish a Joint Working Group to investigate and report with respect to alternative pension arrangements, including design, eligibility, transition, and a framework for its introduction. Each party will include its respective actuary or pension consultant as a member of the Working Group.	The parties agree to establish a Joint Working Group to investigate and make recommendations with respect to alternative pension arrangements, including design, eligibility, transition, and a framework for its introduction. Each party will include its respective actuary or pension consultant as a member of the Working Group.
4(i)	The University agrees to include a brochure provided by UTFA in its information package sent to individuals on short lists for faculty and librarian appointments. The University also agrees to provide contact information about the Faculty Association and its website address to individuals who are being offered appointments as faculty members or librarians. The University will provide UTFA with the names and contact information for those who have accepted offers of employment as faculty members or librarians.	The University agrees to include a brochure provided by UTFA in its information package sent to individuals on the short-list for faculty appointments. The University also agrees to provide contact information about the Faculty Association and its website address to individuals who are being offered appointments as faculty members or librarians.

UTFA Proposal #	UTFA Proposal	University Proposal
4(v)	<p>Joint Working Groups shall be established effective July 1, 2005 to deal with the following matters:</p> <ul style="list-style-type: none"> a. Pensions b. PTR c. Salary adjustment fund d. Dependent scholarship program <p>The membership of each of these Joint Working Groups shall include three representatives of each party.</p> <p>The parties agree that each Joint Working Group will be provided with the data it needs. The groups will determine the analysis and presentation methods for data to be used so that both parties work from a common set of data.</p> <p>The groups will gather facts, identify issues and consult with the University community and will report to their respective principals no later than April 30, 2006.</p> <p>The deliberations and reports of the working groups shall be confidential, and no public disclosure will be made without the agreement of both parties.</p> <p>The parties agree that any incremental costs arising from the activities of these working groups will be the subject of future negotiations.</p>	<p>The membership of each of these Joint Working Group shall include three representatives of each party.</p> <p>The parties agree that each Joint Working Group will be provided with data in accordance with the provisions of Article 11. The groups will determine the analysis and presentation methods for summary statistical data to be used so that both parties work from a common set of data.</p> <p>The groups will gather facts, identify issues and consult with the University community and will report to their respective principals no later than April 30, 2006.</p> <p>The deliberations, reports and recommendations of the working groups shall be confidential and no public disclosure will be made without the agreement of both parties.</p> <p>The parties agree that any incremental costs associated with the adoption of recommendations arising from these working groups will be the subject of future negotiations.</p>
5(i)	<p>The parties agree to appoint a Task Force to report to the parties with respect to any proposed changes to the Memorandum of Agreement. Each party will name a Co-Chair and up to four representatives. It is understood that the representatives of either party may consult broadly. The Task Force will report by April 30, 2006.</p>	<p>The parties agree to appoint a Task Force to make recommendations to the parties with respect to any proposed changes to the Memorandum of Agreement. Each party will name a Co-Chair and up to four representatives. It is understood that the representatives of either party may consult broadly. The Task Force will report by April 30, 2006.</p>
5(ii)	<p>In the light of the abolition of mandatory retirement, parties have agreed outside of negotiations to discuss removal of the following phrase from Article 4 (c) of the Memorandum: "...provided the requested leave does not fall within seven years of the normal age of retirement.</p>	

UTFA Proposal #	UTFA Proposal	University Proposal
5(iii)	<p>Delete the last paragraph of Article 11 and substitute the following:</p> <p>It is understood that this Article shall not be construed to require the University</p> <p>(a) to compile information and statistics in particular form if such data are not already compiled in the form requested, or cannot, without unreasonable efforts, be compiled in such form, or</p> <p>(b) to provide any information relating to any named individual.</p> <p>The University shall designate an Information Officer who shall conduct the exchange of information with an Information Officer designated by the Association.</p> <p>If any dispute arises with respect to the implementation of this Article, the matter shall be referred by either party, as expeditiously as possible, to a mutually agreed upon arbitrator who shall, within 48 hours from the referral, confer with the parties and issue a final and binding decision including appropriate directions.</p> <p>If the parties cannot agree upon an arbitrator, or in the event that he or she is unable or unwilling to act, the President of the Ontario Labour-Management Arbitrators' Association shall select the arbitrator.</p>	<p>Article 11 – delete the last paragraph of Article 11 of the Memorandum of Agreement and substitute the following:</p> <p>It is understood that this article shall not be construed to require the University,</p> <p>(a) to compile information and statistics in particular form if such data are not already compiled in the form requested; or</p> <p>(b) to provide any information related to any individual or otherwise prohibited by law.</p> <p>The University shall designate an information contact person who shall conduct the exchange of information with an information officer designated by the Association.</p> <p>If any dispute arises with respect to the implementation of this article, the matter shall be referred by either party, as expeditiously as possible, to the Chair of the Grievance Review Panel or his or her designate who shall, as expeditiously as possible, confer with the parties and issue a final and binding decision including appropriate directions.</p>