UNIVERSITY REPLY ARBITRATION BRIEF

THE ASSOCIATION

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

- and -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

BEFORE MARTIN TEPALSKI, O.C.

REGARDING SALARY, BENEFITS AND WORKLOAD

IN THE MATTER OF AN ARBITRATION

APRIL 27, 28 AND 29, 2010
THE UNIVERSITY

FACULTY COMPENSATION IS NOT A DIMINUISHING COST AT 11

ART SALARY INCREASE 18

PRINCIPLES APPLICABLE TO THE ARBITRATION 6

THE TOTAL COST OF UFEA'S ARBITRATION PROPOSALS 2

JURISDICTION OR PROPOSALS 1

USE BY THE ASSOCIATION OF MEDIATION INFORMATION

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WORKLOAD
LIBRARY RESEARCH DAYS
RESEARCH AND STUDY LEAVE
DEPENDANT SCHOLARSHIP PROGRAM
CHILD CARE

60
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49
49
Reasons with an Award that resultant from a
Generally speaking I have decided to issue extensive
Templiski, G.C.
December 30, 2002 Arbitration Award of Martin
Award without prejudice nation of mediation proceedings.
Agreement between these parties Arbitrator Templiski has committed on the
Further, in a previous arbitration decision under Article 6 of the Memorandum of
In the event the matter proceeds to arbitration
respects of any issues touching on the matters in dispute
University's position or any evidence of submissions in
provided without prejudice of proceed to the
indeed this material has been prepared for a mediation only
Following on the cover page:
understood principle of mediation, the University's mediation effort included the
whenever in arbitration proceedings. In addition to this general and well
proposals, information, etc. are irrelevant to and inadmissible in the arbitration
mediated resolution without arbitration procedures are to be referred to or relied on for any purpose
phases of the proceedings is a without prejudice process with a view to securing if a
it is inappropriate for the Association in the arbitration phase of the proceedings
mediation.
reference, page 7 of the Mediation Brief (Tab 8), page 7 of the Mediation
administration Mediation Brief (Tab 8), page 7 at the top. In its Mediation
proposals regarding the research plans and references made to the
proposals or information that were provided during the mediation phase of the
proposals or information that were provided during the arbitration phase of the
in a number of sections or if arbitration Brief the Association refers to University

USE BY THE ASSOCIATION OF INFORMATION OR PROPOSALS
correct that the parties agreed that the „Information Sharing“ issues at Tab 4 of the Association’s Book of Documents, The Association is not 2007 Memorandum of Agreement between the parties, a copy of which is Outstanding issues from prior negotiation” in the context of an August 7, “Outstanding issues from prior negotiation” - On page 2 of the Arbitration Brief the Association makes submissions on including workload and information sharing (emphasised added) - Furthermore, all matters subject to the new, amended Article 6 (salary and benefits).

asserts that “The parties have agreed to proceed directly to arbitration on prior negotiation”. On page 2 of the Arbitration Brief the Association states:

(a) the U of T to be increased.

(b) Outstanding issues from page 93 Information Sharing - Outstanding issues from page 16 of the Arbitration Brief.

5. Pursuant to the March 19, 2010 agreement between the parties (Tab 3 of the University’s Documents) this is an arbitration pursuant to and under the

THE SCOPE OF THE ARBITRATION AND THE ARBITRATOR’S JURISDICTION

Arbitration Brief:

The arbitrator should have no regard for these sections of the Association’s University’s mediation positions, proposals, or mediation documents and the

success of mediation.

confidential disclosures which are essential to the mediation/arbitration for fear of revealing the
Outstanding issues raised by UTFA:

Re: 2010 email from GAPS below in the text of your February

Emended on February 17, 2010. Following up on February

Emended on February 17, 2010. Email from the University to counsel

Information Sharing Issue:

On Tuesday, I thought it would be helpful before our 3:00 o'clock call

February 17, 2010 email from Association counsel to University

Association counsel (Tab 1 of University Reply Brief) as follows:

regard note the specific email exchange between University counsel and

of and would not be part of the instant arbitration proceedings. In this

the subject of the August 2007 Memorandum, those issues were not part

Terribly remain outside of the information sharing issues that were

University Documents) the parties expressly agreed that, while Mr.

the University Documents (and the March 19, 2010 UTAC letter (Tab 4 of

resulted in the March 19, 2010 Agreement between the parties (Tab 3 of

Association counsel concerning "Outstanding Issues" that ultimately

(Tab 1 of University Reply Brief) between University counsel and the

expressly agreed to the contrary. As indicated in an exchange of emails

related to the August 7, 2007 Memorandum of Agreement could or would
Article 6 of the Memorandum of Agreement and relate to Article 7. It states that the arbitration proceedings, the other matters are outside the scope of the issue related to workload, which may be part of the workload aspect information. Issues for 2009-10. The University submits that other than additional

Finally, I confirm our agreement that, with respect to the

Here are our comments on the latest draft:

March 5, 2010 email from counsel for the association to counsel for

Finally, just to confirm our agreement that

Information sharing issue.

TeachFees's inclusion in the arbitration includes the
Jurisdiction of the arbitrator in the instant arbitration proceedings.

Outside the scope of Article 6 and outside the scope of the mutually agreed

Arbitration Brief: Should not consider the Association’s submissions in the context

The arbitrator should have no regard for these parts of the Association’s

Scope of the instant arbitration proceedings.

Agreement of this nature are outside the scope of Article 6 and outside the

Memorandum of Agreement Amendments to the Memorandum of

As Memorandum Issue in connection with Article 17 of the

At page 10 of its Arbitration Brief the Association raises issues described

Jurisdiction of the instant arbitration proceedings.

Issues in Article 17 are outside of Article 6 and outside the scope and

Memorandum of Agreement was amended to include due deduction.

Library Fees As a result of that process and the Report Article 17 of the

Due payments to the Association for new faculty members and

Memorandum of Agreement to include a provision making mandatory

Negotiations and was expressly about the advisability of amending the

expressly acknowledged to be outside of Article 6 – Salary and Benefits

the University’s Reply Brief, the Association dues deduction issue was

Opinion and Recommendation of a Special Designated Panel (Tab 2 of

Proceedings. As indicated in Paragraph 2.1 of the May 28, 1998 Report,

Scope of Article 6 and outside the scope of the instant arbitration

Concerning Association “Due Redirection” This issue is outside the

On page 96 of its Arbitration Brief the Association has a proposal

Information of the Memorandum of Agreement which is not by mutual
$33 million.
- An additional total compensation cost for Year 2 of approximately 8.3%
  of $1.7 million.
- A total compensation increase in Year 1 of approximately 17.9% - $71.7 million.

1.1. "Highlights" of the Association's cost proposals include the following:

1.1.1. For the purposes of the ATP component of the costings for Year 1 and Year 2 of the
Association's brief which has two components: (i) a 4% ATP salary increase; and
(ii) a minimum flat dollar increase for those below the median, which in total
represents an actual increase to salary in both Year 1 and Year 2 of 4.4%.

10. and Librarian PFR scheme.

The amount spent on compensation by more than $19 million for the entire faculty
= 6.6% the 5th year and so on. The cumulative impact over five years increases
% = 1% + 1.1% + 1.1% + 1.1% + 1.1% + 1.1% = 4.4% the fourth year; 1.1% + 1.1% + 1.1% + 1.1% = 3.3% the third year; 1.1% + 1.1% + 1.1% + 1.1% = 2.2% the second year; 1.1% + 1.1% + 1.1% + 1.1% = 1.1% + 1.1% + 1.1% + 1.1% = 0.3 million.
This additional $3.9 million would be added each
$6.4 million to $10.3 million. This additional $3.9 million would be added each
The Association's proposal would be increased PFR from approximately
a funding formula per member, as discussed in the University's Arbitration Brief:
receives is based on merit, the total PFR dollars delivered each year is based on
is new base money added
to faculty and Librarian salaries each year. While the amount each individual
The Association proposes that the PFR pool be increased by more than 50%
At a time when the pension plan is facing unprecedented deficits and pressures, the Association's pension proposals would increase accrued liability in the pension plans by approximately $24.3 million and result in a 2009 unfunded liability of approximately $282 million.

The Association's proposal that any benefit improvements be available equally to active and retired faculty and librarians would increase the April 30, 2010, actuarial liability by approximately $9.7 million, in addition to the total compensation cost of The Association's 15 benefit proposals on the Association's

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<th>Library</th>
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<td>$81.906</td>
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<tr>
<td>3</td>
<td>$199.982</td>
<td>15.6%</td>
<td>$147.732</td>
<td>$127.750</td>
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<tr>
<td>4</td>
<td>$19.263</td>
<td>17.9%</td>
<td>$180.661</td>
<td>$161.398</td>
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<td>$11.11</td>
<td>% change</td>
<td>1/1</td>
<td>10/11</td>
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<tr>
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<td>1/1</td>
<td>10/11</td>
<td>0/00</td>
<td>6</td>
<td></td>
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A total compensation increase for both years of approximately 26.2%.

- $10.5 million.

Change in average salaries after applying UTFA's base salary proposals effective July 1, 2010.

The Association's ATB and PTR proposals would increase the average salaries of faculty as follows:

- 1.5%.

The Association's ATB and PTR proposals would increase the average salary for librarians as follows:

- 9.7%.
That in turn requires … Insuring that the total …

maintaining the quality of its faculty and librarians …

maintaining that position depends to large degree on the top of the relevant market … If implicitly admits that in essence, the University has stove out a position at

University Documents (as follows):

and refers to an excerpt from the 2006 Winiker DRP decision (Tab. 7 of the "commitment to maintain the faculty and librarian staffs at the top of the market"

The Association suggests that an important principle is what it describes as a

[27]

Rather than viewing each of its elements in isolation, should have regard to the total compensation package we accept the University's position that we

of the University Documents (Tab. 7)

[17 and 12 and also notes paragraph 2.1 of the 2006 Winiker DRP decision (Tab. 7) releases on its submissions on total compensation in its arbitration brief on pages

role in the replication model of interest arbitration. The University regards and role in the replication model of interest arbitration Generally, and is central principles of total compensation in collective bargaining generally, and the central

the Association makes no mention in its arbitration brief of the well established

Perhaps not unsurprisingly given the magnitude of the total cost of its proposals,

University's arbitration brief on pages 7 to 10.

applicable to the arbitration on the basis of and for the reasons set out in the

The University agrees that the "replication model is a significant principle

Article 6 of the Memorandum of Agreement.

general principles form the "key platters" for an interest arbitration award under two

On pages 2 and 3 of its arbitration brief the Association suggests that two

Principles Applicable to the Arbitration

Million in special payments for the next 15 years. $5.3 Million increase to the current service coast and an additional $25.2
that would have ultimately driven the parties to a settlement. However, it must be remembered that it is the parties' agreement to bargain in good faith and to negotiate in a manner that will lead to a resolution of the issues and to provide the bargaining parties with a meaningful opportunity to resolve the issues. The replication principle requires that the panel take into account the positions of the parties as reflected in the replicated agreement. The replication principle is based on the premise that replication of the bargaining agreement provides the parties with a meaningful opportunity to resolve the issues. This is a single coherent approach suggested by these authorities which may be stated as follows:

17.

The notion of "top of the market" does not exist in a vacuum and is not a single coherent approach.

The University's Abrigation Brief

Research-intensive universities (see pages 42 to 51 and 57 to 58 of the report) have a long-term and short-term mission on both a national and international basis. The University has a responsibility to operate in a financially prudent manner.

As set out and demonstrated in the University's Abriication Brief, although the highest or first among Ontario or Canadian universities, the ranking of collective bargaining that faculty and librarian salaries must be top of the market does not necessarily mean that they are necessary to place them at the top of the market. With respect to this principle, the University notes the following:

...
bargaining.

University's position to prevail in this round of
factors are creativity of the nature that would permit the
conditions dictated, we are not persuaded that those
bargaining if market forces and general economic
possibilities that such an approach could be actually
University by the Association members. While it is
resulting subsidization of the objectives of the
accept the necessary reduction of "principle
logical conclusion, it effectively amounts to a request to
studies. We cannot accept this rationale. Take into its
modest increase is sufficient to maintain educational
salaries are at the top of the market, a more
and librarian salaries, reasoning that since such
allocate scarce resources to items other than faculty
University submits its position is driven by a desire to
for salaries while the Association proposes 4.0%. The
The University proposes a 2.5% AIP increase

context of the "market place" in which it is pursued.

in our view, while the commitment to excellence

principle would exist in bargaining:

determining what degree of influence adhere to the
providing a context within which the panel might
general economic conditions are relevant factors
simply acknowledged, "comparable" and
its faculty and librarians. However, as the Association
excellence of the University over much of the
yield. The University acknowledges that the
excels in a significant factor in the relationships between
excellence of commitment to excellence. In that
excellence of the University over much of the
communicate between the parties regarding the
This reasoning brings us full circle to revisit the
Association Demands: Summary

... keep salaries at least constant relative to inflation.
In the salary model, it is this increase that is meant to
cover itself for each rank as well as to each individual salary.
Expressed as a percentage, is applied to the minimum
Each year, the annual across-the-board increase.

Salary Scales

October 1986 Association Arbitration Brief

Arbitration briefs include the following:
- ATP increases respect to ATP increases. In this regard, excepts from past Association
  has focused primarily on CPI as the most important factor to be considered with
  under Article 6 of the Memorandum of Agreement. In the past, the Association
  articulated in previous arbitration submissions to Dispute Resolution Panels
  departures by the Association from its traditional and longstanding position.

is the most important factor to be considered in these proceedings and the most
- Important factor with respect to the ATP salary increase, this is a
  faculty in the university sector in Ontario and Canada for 2009-10 and 2010-11. The
  Association suggests that while it describes the non-mandate settlement for
  In the Introduction to its Arbitration Brief, the section on ATP salary increase

ATP Salary Increase

Weighs in favour of the University's proposal:
- Bargaining interests arbitration the application of the replication model strongly
  which University of Toronto faculty and librarians live and work in this round of
  restrictions on wages and wage settlements in the private and public sector in
  economic climate, including the economic climate as it relates to compensation
  For the reasons set out in the University's Arbitration Brief related to the general
Initiationary Increase

... 

Keep salaries at least constant relative to inflation.

In the salary model, it is this increase that is meant to
salary for each rank as well as to each individual salary.
expressed as a percentage, is applied to the minimum
Each year, the annual across-the-board increase,
Salary Scales

... 

July 1, 1992 to July 1, 1993.
Increase in the Consumer Price Index for Toronto from
(a) Salary scales to be increased to match the

Salary Scales

following modifications, to be implemented July 1, 1993.
Following modifications, to be implemented July 1, 1993.
calculated in accordance with past practice, with the
Association proposes that all salary schemes and
benefit programs for faculty members and librarians be
Agreement, the University of Toronto Faculty
In accordance with Article 6 of the Memorandum of
II. Association Demands: Summary

February 1993 Association Arbitration Brief

Cost of Living.

... 

There the across-the-board increase equal the rise in the
cost of living in any year... If is thus
described above, requires that salary scales be
Maintenance of the University of Toronto salary model,

V. Salary Issues

... 

Increase in the Consumer Price Index for Toronto
(a) Salary scales be increased to match the

Salary Scales
The economic climate, including among other things relatively low CPI, would have been a much more significant factor in collective bargaining. CPI January 2010 for Toronto was 1.8% and for March was 1.3% (Table 4 of the University's Minutes)

Worse DP decision. Table 5, University Documents).

Munro DP decision. Table 6, University Documents)

behavior of the particular parties in the actual circumstances at hand. (1986

no relevance as a factor, which likely would have influenced the negotiating

reconciliation model, other university faculty settlements would have been of little or

the reasons set out in the University's Application Brief, in the context of the

of which have lower salaries and in some cases significantly lower salaries. For

highest paid in Ontario and Canada to wage settlements at other universities. all

highest paid in Ontario and Canada to wage settlements at other universities. all

increase. AFB increases for faculty and librarians who are already among the

primarily on CPI, now at a time when CPI is relatively low the Association seeks

Association's position that AFB increases should be based exclusively on

interest arbitration. However, as noted above, in the past it has been the

increase for July 1, 2009 or July 1, 2010 in the context of the replication model of

the economic climate, it is the University's position that there should be no AFB

increase and for the reasons set out in the University's Application Brief, including

AFB increases have or should be based exclusively on primarily on the CPI

The University has never agreed with or accepted the Association's position that

Keep salaries at least constant relative to inflation.

In the salary model, it is this increase that is meant to

salary for each rank as well as to each individual salary.

expressed as a percentage is applied to the minimum

Each year, the annual across-the-board increase,

Salary Scales

January 1997 Association Application Brief

Inflation and the cost of living for faculty members and

year as the main measure used to establish the rise in

University. It has been used by the parties over many

costs of living for faculty members and librarians at the

While the CPI is not a perfect measure of the increased
Research indicates the following with respect to the recession through calendar year 2009:

- Economic and financial data from BMO Capital Markets Economics and RBC Economics indicate a broad recovery in Ontario generally, in the broader public sector and the university sector.

- University does not agree with the rosy picture of the post-September 2008 economic recovery. The university's attribution brief for the university, employees, and the broader public sector, employees and university employees, has been reviewed by the university's attribution brief for the university, employees, and the broader public sector.

- Economic recovery from September 2008 onward has been slower than anticipated.

At pages 17 and 18 of its attribution brief, the association's position is presented.

At pages 76, para. 117 of the university's attribution brief, the measure (see page 76, para. 117 of the university's attribution brief) with implementation delayed by 6 months until June 2010 as a cost-saving initiative for research-intensive universities.

- The major research-intensive universities had an increase of only 0.5% for 09/10.

At pages 9 and 10 of the university's attribution brief, the measure implemented in Canada and as an inherent measure to pay the median of the three best-paid university faculties in Canada and as an inherent measure to pay the median of the three best-paid university faculties in Canada.

Further, it is noteworthy that McGill, with the association's support, has increased its pensions.

In fact, large research-intensive universities are the only universities in the university does not agree with the association's position. Existing salaries, faculty and librarians, are only looked at existing salaries for faculty and librarians at other universities. The group of research-intensive universities when should be removed from the G13.
$21.3 billion deficit for the year ending March 31, 2010, and a projected $19.7 billion unemployment rate in Ontario in 2010.

Markets Economists and RBC Economics Research forecast no decrease in the change in the unemployment rate and in fact both BMO Capital and RBC economist do not mention any

<table>
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<th>RBC</th>
<th>BMO</th>
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<td>2007 6.5%</td>
<td>2007 6.4%</td>
</tr>
<tr>
<td>CPI</td>
<td>2008 6.0%</td>
<td>2008 5.5%</td>
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<tr>
<td>Housing Starts (Thousands)</td>
<td>2008 6.4%</td>
<td>2008 5.5%</td>
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<tr>
<td>Employment Growth (Percentage Change)</td>
<td>2008 6.4%</td>
<td>2008 5.5%</td>
</tr>
<tr>
<td>Real GDP Growth Ontario (Percentage Change)</td>
<td>2008 6.4%</td>
<td>2008 5.5%</td>
</tr>
<tr>
<td></td>
<td>2009 9.0%</td>
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<td>2009 9.0%</td>
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</table>
Faculty compensation is not a diminishing cost at the university. Any notion that
of the United States (negative 4.3%) and Labrador. Similarly, employment in Ontario posted a steeper
decline in 2009 than in 47 countries, with the exception than that of any other province, except Newfoundland as in many 47 countries... Ontario's real GDP fell more that of Canada or the United States, but not as severe than Canada. Real GDP posted a larger decline in 2009 than Ontario was hard hit by the global recession. ... the global recession. Longer to see the same level of employment as before real GDP growth. It is expected to take somewhat quarter of 2011. Since employment growth tends to lag remaining below its pre-recession level until the first global recession, Ontario real GDP is expected to due to the sharp decline in GDP resulting from the ... recovery. remains fragile, which is a threat to Ontario's continuing almost 450,000 new jobs. The global economy global recession, Ontario employment had increased by recession level. Over the five-year period before the employment is still down by 156,000 jobs from the pre-effects of the global financial and economic crisis. Ontario's families and businesses are still feeling the Ontario's Economic Outlook Overview

Section C: Ontario's Economic Outlook

The impact on Ontario:
Maintenance and operations increased from 36.1 M to 70.2 M (94%).

Utilities increased from 22.9 M to 53.5 M (134%).

From 1997/98 to 2000/01, based on the budget Bluebooks.

Student aid:

Extraordinarily increases in utilities, maintenance, and operations and significantly increased with the University’s operating budget, including University’s total operating budget, notwithstanding factors that have further faculty compensation as a percentage of the total operating budget has remained relatively consistent in terms of a percentage of the University payroll. This removed more than $20 million from the faculty clinical faculty connected to Sunnybrook were removed from the
column (column B) indicates that there was a very significant
decline from approximately $263.8 million to $240.8 million between 99-00.

The percentage of time indicated in the table (an increase) for faculty total salary cost for
the period of time indicated in the table on page 10. That information shows consistent and
simply wrong and inconsistent even with the information that the association
furnished at the University is a diminishing cost to the University is

The table provided by the Association on page 19 of its articulation brief does not
in total salary.

millions in total compensation and an increase from $235 million to $315.9 million

The table starts with the budget year 97/98. A review of the faculty total
point an accurate picture.
The range of total increases over 13 years ranges depending on the position provided with similar percentage increases. "Retractively" we would now be able to determine the salary values that "UTFA members could be...

Including, PFR/Retirement:

In faculty compensation, which increases faculty salaries.

If uses any ATB increases in faculty compensation rather than all...

Housing allowances:

If uses T4 compensation which includes administrative stipends and...

Time with respect to the positions:

1996 to 2009 the salary discipline and related market changes over the period of time...

The same individuals were not in the positions over the period of time...

Information including the following:

Significant news in the Association’s approach and methodology with this...

Increases for some senior administrative positions. There are a number of...

Administrative Positions:

Salary increases for faculty relative to increases for a few senior...

Student aid:

Other factors for certain costs such as utilities, maintenance and operations and the operating budget has grown and grown significantly ahead of inflation. Rates that any...

Compensation as a proportion of the operating budget has remained a very...

Faculty compensation is not a diminishing cost at the university and faculty...

Student aid increased from 23.6% to 13.4% (49.2%)
Salary disclosure lists for the 25 people who were on both the 1996 and 2009 08/09. The second table shows the change in average T4 income based on the who were employed in 94/95 and continuing to be employed at the University in shows the average salary increase for the 25 faculty with the greatest increases
Set out below is information related to tenure stream faculty. The first table

<table>
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Summary Table for Tenure Stream Faculty who were employed by UofT in March 1992

More than 17%.

Indicate that average salaries for these tenure stream faculty have increased by

The summary table for tenure stream faculty who were employed in 1992 University in March 1992 and were still employed by the University in 2008/09.
suggests ATB increases in each of two years based on faculty settlements at processings. Further, the University notes that while the Association held for July 1, 2009, or July 1, 2010 and accordingly this is not an issue in these and salaries. The University's position is that there should be no ATB increase and

On Page 24 the Association has a section on minimum dollar increase for "lower

Minimum Dollar Increase

approved before 2009.

and the Roberts Library expansion were all started in 2007 or 2008 and were the Roman School of Management expansion, the Medical Academy Building, other purposes. Further, the major projects to which the Association points, being

funding provided for the particular projects in issue and not available for any Capital Projects. Firstly, government funding for capital projects is envelope

On Page 23 of the Arbitration Brief the Association has included information on

Capital Projects

willfulness to join the senior administration in a salary freeze for a year or two.

Faculty summarized above the University acknowledges the Association's

With respect to the magnitude of compensation increases for tenure stream

<table>
<thead>
<tr>
<th>Income 2009</th>
<th>Average Income 2009</th>
<th>Increase % Increase Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>$256,434</td>
<td>$199,996</td>
<td>14.2009</td>
</tr>
</tbody>
</table>
| $109,994 | $141,996 | 13.2009

Top 25 by % increase in Income from 1996 to 10

<table>
<thead>
<tr>
<th>Income</th>
<th>Average Salary</th>
<th>Increase % Increase Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>$206,696</td>
<td>$199,996</td>
<td>13.2009</td>
</tr>
</tbody>
</table>
| $64,766 | $94,956 | 13.2009

Top 25 by % increase in base salary from 94/95 to 10

<table>
<thead>
<tr>
<th>Income</th>
<th>Average Salary</th>
<th>Increase % Increase Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>$206,696</td>
<td>$199,996</td>
<td>13.2009</td>
</tr>
</tbody>
</table>
| $64,766 | $94,956 | 13.2009
Lower paid faculty relative to median, University of Toronto in the group of 10 page 26

Compared to the other universities, the percentile vs. the median indicates that the University of Toronto, in the tenth percentile, has the lowest median salaries in dollar terms of faculty salaries. In any meaningful comparison for faculty salary, the median salary at the University of Toronto is over $11,774.82.

On pages 25 and 26, the Association has developed charts setting out the tenth percentile, 10th percentile salary vs. median - All Ranks.

Arbitration Brief creates a situation where the Association could see salary increases in excess of 7%.

Arbitration Brief creates a situation where the Association could see salary increases in excess of 7%.

No Dispute Resolution Panel or Arbitrator has awarded minimum dollar total cost of 4.4%.

It is based on 4% AID with minimum dollar increases for an actual
The Association proposes a Librarian salary floor working group and on page 28 provides a table of Librarian salaries. The source for which is identified as "CALT"

<table>
<thead>
<tr>
<th>Rank</th>
<th>Salary</th>
<th>Percentile</th>
<th>% of Median</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$80,981.44</td>
<td>10%</td>
<td>83%</td>
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<tr>
<td>2</td>
<td>$72,275.49</td>
<td>9%</td>
<td>74%</td>
</tr>
<tr>
<td>3</td>
<td>$72,149.12</td>
<td>8%</td>
<td>77%</td>
</tr>
<tr>
<td>4</td>
<td>$69,432.19</td>
<td>7%</td>
<td>77%</td>
</tr>
<tr>
<td>5</td>
<td>$68,396.60</td>
<td>6%</td>
<td>81%</td>
</tr>
<tr>
<td>6</td>
<td>$68,292.11</td>
<td>5%</td>
<td>80%</td>
</tr>
<tr>
<td>7</td>
<td>$68,249.06</td>
<td>4%</td>
<td>75%</td>
</tr>
<tr>
<td>8</td>
<td>$69,220.00</td>
<td>3%</td>
<td>83%</td>
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<tr>
<td>9</td>
<td>$69,276.00</td>
<td>2%</td>
<td>81%</td>
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</tbody>
</table>

Associate Professor Salaries

UBC

Calgary

Alberta

Western

Toronto

Queens

Ottawa

McMaster

Dalhousie
compensation increase of approximately 1.1% or more than $4 million. However, for the first year of the settlement this would represent an additional 3%.

In its arbitration brief the Association proposes an increase in the PPR.

PERMIT

For each of the universities, the number of people in each category is difficult to determine if these data are individually at the other universities at the identifier level. Without knowing also, one cannot tell from the data provided by the Association how many

at the University of Toronto.

14% librarians, make up the permanent librarian ranks and are at levels 3 and 4. The significant majority of librarians at the University of Toronto, 11% of librarians at other universities are the same in terms of duties level or responsibilities and the like as level 3 (the top level) at Alberta and Calgary.

Alberta has no level 4. The same is true for Calgary. It is unlikely that level 3 for the University of Alberta indicates an average salary of $125,706 and librarians are comparable when it is evident that they are not. For example, level 1 for each of the G13 university librarians, level 1, level 2, level 3 and level 4 for each of the G13 universities. The Association's table on page 28 leaves the mistaken impression that across

The University's librarians have the highest average salaries of librarians at the 57 and 55 of its arbitration brief is more recent for 2008-2009, and indicates that the data could be from Statistics Canada. The University's information at pages Toronto does not and so the University does not understand how the source of provide librarian salary data to Statistics Canada – certainly the University of

It is the University's understanding that Canadian universities do not collect or
Note: PFR is new base money added each year.

<table>
<thead>
<tr>
<th>Year</th>
<th>Cumulative Difference over 5 years</th>
<th>Current PFR Cost</th>
<th>UFTA Cost of Proposed PFR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1979</td>
<td>61,385.000</td>
<td>$10,271,000</td>
<td>$6,437,000</td>
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<td>61,385.000</td>
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<td>1981</td>
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<td>1983</td>
<td>61,385.000</td>
<td>$10,271,000</td>
<td>$6,437,000</td>
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The following chart illustrates the effect of the UFTA PFR proposals on all faculty, librarians, and teaching stream PFR. 

The salary base of faculty and librarians, excluding teaching stipends - 2008/09.

Salaries

$6.4 million to $10.3 million, This additional $3.9 million would be added each year. That is, it would be 1.1% of the salary base the first year; 1.7% the third year; 1.7% the second year; 4.4% the fourth year; 1% + 1% + 1% + 1% + 1% + 1% + 1% + 1% = 5.5% the fifth year and so on. The cumulative impact over five years increases

The Association's proposal would in Year 1 increase PFR from approximately $45.

The Association proposes that the PFR pool be increased by more

The effect of an increase of this nature to the PFR scheme has a significantly
current and the Association proposed PPR values on salary. 

age 45 - the chart does not include any ATB increases, and (ii) the impact of the 

have on the salary model for a Professor currently at a salary of $130,000 and 

The following charts illustrate (i) the effect the Association’s PPR proposal will
### Impact of Current and ULPA Proposed PFR values on Salary

#### Notes:
- Average PFR assumed, loss the % specified.

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<th>Age</th>
<th>$4,777.00</th>
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<tr>
<td>$200,000</td>
<td>119,099.98</td>
<td>179,995.56</td>
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<td>$210,000</td>
<td>121,000.00</td>
<td>179,995.56</td>
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<td>$220,000</td>
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<td>$240,000</td>
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<td>$250,000</td>
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<tr>
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<td>139,000.00</td>
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</table>

#### Impact of Proposed Change to the PFR pool to increase the funds from approximately 2% to 3%

<table>
<thead>
<tr>
<th>Proposed Salary</th>
<th>Current Salary</th>
<th>10% Increase</th>
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<td>Current Salary</td>
<td>10% Increase</td>
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<td>$24,900</td>
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<tr>
<td>$25,900</td>
<td>$4,185</td>
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</tr>
</tbody>
</table>

#### Proposed Increase to PFR pool from

- **$135,665**
- **$200**
- **$1,185**
- **$2,895**
- **$4,540**
Two $2.5 million increases in the breakpoints have been made.

(a) Five percent pool was created for distribution by the Deans on the basis of merit.

From time to time for example:

The "PTT" scheme is not an immutable formula but has been amended available for merit distribution.

PTT has become a method of formula to calculate the pool of funds

1:2 model ever anticipated due to the demands of the marketplace.

The starting salaries at the University of Toronto are much higher than any

The University submits that:

Starting salary and salary at retirement. The University submits that:

PTT/Ment model having "an Inflation-adjusted relationship of 2:3:1 between

The University does not agree with the Association's description of the "original"

% 1.877% 1.98% 01/07/2007
% 1.75% 1.91% 01/07/2008
% 1.72% 1.88% 01/07/2009

Stream Faculty Only Percentage Tenure Increase Data

per centage of PTT/Ment as a percentage of salary are as follows:

tenure stream faculty, teaching stream faculty, and librarians and the accurate

tenure stream faculty as a percentage of salary. PTT/Ment is in fact provided to

association are not total. PTT as a percentage of salary but appear to reflect only

show PTT as a percentage of salary. The percentages provided by the

At the bottom of page 20 of its Brief the Association has a chart purporting to
Among the highest in Ontario and Canada, to contribute to the fact that salaries for faculty and librarians at the University are existing PFR/mentor scheme at the University has been a significant factor helping entirely artificial and on no assistance whatsoever. Further, the fact is that the scheme at one institution against the salary contract at another institution (without regard for differences in the demographics or particular faculty groups). It is suggested that one institution against the salary contract at another institution (without applying the PFR) is not an entirely theoretical exercise of applying the PFR, and even consider anything that is real or the actual situation at any other institution data or Statistics Canada data. Furthermore, it does not appear that the University has any data that is generally available. The data is behind labels and charts at page 30 and the University is unable to access the of this assertion. First of all, no source is provided for the data contained in the systems in place at other universities and provides labels and charts in support. On page 30 the association asserts that the University's PFR system is behind the PFR scheme over across-the-board increases.

The thrust of the University's position in bargaining has been to give precedence to the merit component of salary (Table 5 of University Reply Brief). The following statement was made:

"A merit component of salary (Table 5 of University Reply Brief), the following estimates, which recommended the acceptance of a scheme to provide for the Budget Committee's recommendations to Governing Council for the 1973/74 fiscal constraints. and that the University, in a responsible way and the funding principles manage the University's affairs in a responsible way and the funding principles in the event that funds are available and insufficient to provide for a merit component of salary (Table 5 of University Reply Brief), the following statement was made:

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increases to stipend or overload rates. Position that there should be no across-the-board adjustments including
for the reasons set out in the University's Application Brief is the University's

PER COURSE STIPEND AND OVERLOAD RATE

PTF pool or the existing anomaly and market adjustments.

PTF pool, the existing anomaly and market adjustments.

salaried and there is no need for any change or adjustment to the decanal 5%

market adjustments, such adjustments are a small component of the total

administration not have a "heavily reliance on unilaterally determined anomaly and

as some large discipline-based adjustments. The fact is that not only does the

the University and the Association to adjust the salaries of female Faculty as well

anomaly/market adjustments were a result of negotiated agreements between

association is well aware that in the late 1990's and early 2000's unusually large

Further, with respect to the chart on page 33 of the Association's Brief the

only approximately 0.08%.

indicates that only 29 faculty received anomaly/market adjustments representing

anomaly/market adjustments representing merely 0.22% and data for 2009-10

and reflect a significant downward trend. For 2008-09, 45 faculty received

been more than 0.5% of total salaries and have been as low as 0.21% of salaries

University. Anomaly and market adjustments in the past five years have never

reliance on unilaterally determined anomaly and market adjustments by the

funds for anomaly and market adjustments, the Association alleges a "heavily

5% PTF pool previously agreed to by the Association, and to establish capped

DECCANAL PTF POOL AND ANOMALY AND MARKET ADJUSTMENTS

On page 31 in connection with proposals to eliminate the longstanding decanal
Association]

To review the current SRA in the context in which it has been proposed by the
University, does not agree to the proposal for a Working Group of
limited resources. The University does not understand that any solutions must be sustainable in view of the reality
issues on the understanding that all solutions must be sustainable in view of the reality
for the purpose of discussing with the Association potential solutions to the current SRA
the University would be prepared to agree with the creation of a working group
the provision of a committed value option at retirement.

Sovereignty direct position. Benefit improvements of any kind are unaffordable, including
billions on a going concern basis. By July 1, 2011, the Plan will also be in a significant
improvements, including a pensioner augmentation, because the Plan has a deficit of $1

The University's position is that there cannot be any pension benefit

Summary of University's Reply

Workgroup to review the current SRA and to propose possible changes under a new and more
affordable, sustainable and affordable Supplemental Retirement Plan.

(a) Eligibility to be eligible for benefits on the same basis as those receiving a monthly pension.

(b) $200,000,000 to the commuted value of the individual's pension. People who opt to receive the lump-sum
in the time of retirement. Individual faculty and librarians to have the option of receiving a lump-sum
pension received under FRS, OISE and SRA. This applies to

(c) $75,000 to be increased to 1.5%, to be raised to 1% of

(d) $50,000 to be received from FRS, OISE and SRA. This applies to

(e) $50,000 to receive a pension augmentation of 0.3% on July 1, 2009, and 0.3% on July

UTFA Proposal

Ill REPLY TO PENSiON ARGUMENT

PENSIONS
7%. In that case, the actuarial valuation would show the following:

An actuarial gain on investment return, given the actuarial nominal investment return of 6.5% versus the assumed nominal investment return of 5%.

An actuarial loss on investment return, given the actuarial nominal investment return of 2.5% versus the assumed inflation of 1%.

5%. In that case, the actuarial valuation would show the following:

An actuarial loss of $612,694,000. The 6.5% assumed investment return, together with the inflation assumption of 2.5%, resulted in a 4% real rate of return, the 4% real rate of return could be achieved through an actuarial increase in inflation of 1% and an actuarial nominal investment return of 6.1.

For example, in any given year, the 4% real rate of return could be achieved and are more than offset by actuarial losses. Most notably, as at July 1, 2009, the 6.5% assumed investment return resulted in losses on actuarial assumptions are common. They do no provide a source of funding in excess of Plan to fund augmentation reflects a fundamental misunderstanding of the actuarial assumptions as explained below. The Association is argument that there is a $14M Credit and Losses - There is no $14M Credit.
assumptions change from time to time. This is both expected and proper.
other major pension plan, as illustrated in the table below. In fact, all actuarial
made as of July 1, 1999, and is entirely consistent with proper actuarial practice and
then other pension plans in that regard. The change to the 4% real rate of return was
no different Plan. This is untrue.
property in a number of respects which have resulted in the current deficit under the
65. The Association alleges that the University has failed to administer the Plan

2. Allegations of Mismanagement are Completely Unfounded

for the improving longevity of pensioners. An increase in the pensioner liability as a result of updating the mortality tables to provide
increase resulted in actuarial losses in excess of $25 million; together with an
1, 2009 inclusive losses. Further, the mortality experience alone in the valuations from July 1, 2003 to July
64. Further, the mortality experience alone in the valuations from July 1, 2009 Valuation Report, the
actuarial gains put together.
Investment return losses far exceeded the gains on the indexing assumption and all other
essentially offset each other. In fact, looking at the July 1, 2009 Valuation Report, the
63. For the pensioners, in both of the above examples, the gains and losses

of 6.5%
Investment return of 7.0% versus the assumed nominal investment return
An actuarial gain on investment return, given the actual nominal
the assumed inflation of 2.5%.
An actuarial loss on the indexation, given the actual inflation of 3% versus
debt that would make any kind of beneficial improvement unacceptable. Even with more modest investment losses in 2008, the Plan would have a significant

70. Finally, the Association criticizes the Plan's 2008 investment results. However,

full advantage of those very actuarial surpluses. The fact that the Plan had actuarial surpluses in the past while at the same

the University. The Association cannot have it both ways - it cannot criticize the

librarians, neither do agreements specifically entered into between the Association and

holidays by the University or in the significant surplus sharing enjoyed by the faculty and

4th. Fourthly, there was (and is) nothing improper in the taking of contribution

Retirement Arrangement

Including during the social contract and in the establishment of the supplemental

contribution holidays in various ways that directly affected the faculty and librarians

contribution holidays, and the application of savings achieved through Retirement

Association shared in the actuarial surplus credited to the faculty and the

66. Finally, the actuarial surplus existed in the Plan in the past, the

accumulation, as if the money had been deposited into the Plan, which it was not.

50% of those "cumulative total" contributions represent notional investment.

$1 billion because those contributions were not made. Furthermore, more than

Page 37 of the Brief is incorrect. There is no cumulative total of missed contributions at

67. Secondly, the Association's table of "cumulative total" missing contributions at

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<th>Description</th>
<th>December 31, 1999</th>
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</tbody>
</table>
amount from pension surpluses existing at the time.

Make provision for funding any future augmentations

74. The business board strategy is to:

Given the rationale for making augmentations,
the funding from surpluses makes the most sense.
The latter strategy
have to be funded, either by contributions to the plan or
augmentation that might be provided in future would
be represented a distribution of surpluses. In the
over the past year, augmentation has essentially
adapted in 2004, and amended in 2007, which states:

73. Further, augmentation would be contrary to the University's funding policy,

provided.

is not a circumstance in which augmentation of pensioners' benefits can or should be
require additional special payments, absent regulatory relief, commencing in 2011. This
very significant going concern deficit, a significant solvency deficit is looming and will
further increase the liabilities of the Plan at a time when, not only does the Plan have a
further $1 billion deficit, but it is not appropriate. It will

72. Augmentation will affect the Plan's future.

Augmentation within the acceptable risk profile.

Target returns within the acceptable risk profile.

expected for the purpose of generating returns, as compared with a passive management strategy is not
involves achieving the targeted return with a reduced level of risk. Any increase in
generate higher returns than the target. Rather, UTAH's active asset management is
support of that key objective. UTAH has not been given a mandate to attempt to
the investment target return of 4.0% and the modest risk tolerance of 10% are in
To ensure that the existing pension promise for current and retired members is fulfilled.

71. The key objective underlying the University's funding and investment strategies is
millions. Plan's liabilities (based on pensioners across all staff groups) by $49 million.

The Improved Formula increased the maximum salary from 1.0% to 1.3%. This improves formula increases to the CIP accrual rate used to calculate their pension on salary up to the CIP prior to July 1, 1994, were increased by retroactively increasing the

Effective July 1, 2002, the pension benefits for pensioners who retired

Inflation protection.

For active members, the Inflation protection was at that time increased to reflect the higher level of

This was extended to existing pensioners at no cost (the contribution rate

When Inflation protection was increased from 60% to 75% of CIP in 1992,

Inflation protection equals 60% of CIP.

CIP Inflation protection and, for pre-July 1, 1992 pensioners, inflation

Contributions as active Plan members were based on the current 75% of

The Plan has been provided at no cost to the pensioners. Their

Each time augmentation has been provided over and above indexing in

Active members and/or a “catch up” requirement exists. On the contrary,

This is not a situation where pensioners have been disadvantaged relative to

currently contributing to the Plan and pensioners (who are no longer contributing to the

A related issue is the need to balance the interests of active members (who are

Pensioners

Maintaining a Balance between the Interests of Active Members and

Performance.

Augmentation but also the indexing provisions of the Plan (is to be linked to plan

Budget that future benefits like Inflation protection (this would include not only

Generally, the above strategy is consistent with best practices for good pension

76. The above strategy is consistent with best practices for good pension

77. A related issue is the need to balance the interests of active members (who are

The diagonal is consistent with best practices for good pension

76.
Committed Value at Normal Retirement Date

The circumstances:

Plan by $11.2 billion (for active and retired members) and is completely inappropriate in the context of the plan at this time. It will increase the liabilities of the plan by $1 billion deficit in the plan. There can be no increase to the lower deck of the plan.

81. For the reasons set out above with respect to augmentation, and specifically in the current $1 billion deficit and a looming solvency deficiency, that should be assumed by the University of the Plan members in the context of the improvement that has to be done by the active members of the Plan. This is not a risk.

80. With the plan now in a significant deficit, augmentation is a retroactive approximately $1.4 billion, representing approximately half of the Plan's liabilities.

79. The pensioners' liabilities are very significant within the plan. As of July 1, 2009, they should have made to a plan indexed at 100% of CPI, instead of at 75%.

78. Active member contributions pay part of the cost of the plan. Those contributions are based on a partially-indexed pension, not a fully indexed pension. Providing augmentation after retirement is changing the cost structure of the Plan. There is no way of going back to pensioners/beneficiaries to collect the contributions that they are based on a partially-indexed pension, not a fully indexed pension.
normal or postponed retirement essentially converts the Plan to a defined benefit plan. Allowing a commuted value transfer on

The Plan is a defined benefit plan, allowing a commuted value transfer on

protect the pension's buying power over the long term.

member in one lump sum upfront, whereas indexation is in place to

commuted value is in effect providing the value of indexation to the

commuted value includes the value of the 75% of CPI indexation. The

in an indexed plan such as the University of Toronto Pension Plan, the

elimination of mandatory retirement becomes more and more of a risk with later retirements resulting from the

the pension Plan with retirees having higher expected longevity). This

poorer health are more likely to elect a commuted value transfer, leaving

Pension Plan to anti-selection risk by selecting members (i.e., members in

Allowing commuted value transfers on retirement also exposes the

milllion or 0.4% of the participant salary base.

and the increase in current service cost would be approximately $1.3

10%, the increase in accrued liability would be approximately $20 million

participant salary base for Faculty and Librarians. If the contribution rate was

service cost would increase by approximately $500.300 or 0.2% of the

liability would increase by approximately $10 million and the current

Faculty/Librarian Retirement's exceeded the commuted value, the accrued

Pension Plan. If the actuarial valuation reflected that 5 out of 100

recognition of the cost of this provision in the actuarial valuation of the

normal or postponed retirements, there would have to be some

If the commuted value option was extended under the Pension Plan to

in a $180,000 loss to the Pension Plan for that one individual.

of $900,000, the commuted value payment would be $1,080,000 resulting

risk premium). For an individual retiring with a liability under the valuation

20% (these are prescribed rates of return, which do not reflect any equity

value payments are currently based on real rates of return of less than
April 30, 2009 it was approximately $282 million. It is growing and will continue to grow.

very significant unframed liability component related to retirement benefits. As of
retired faculty members. As set out in the University's annual report, there is a
faculty and librarians, with no additional cost or diminution in benefits levels.

of Toronto is unique in that current benefits apply equally to active and retired
universities referred to by the Association in its brief. In particular, the University
are unique and distinguishable from the benefits packages at any of the
faculty and librarians and retired faculty and librarians at the University of Toronto

From a replication model and total compensation perspective the benefits for

universities with the University of Toronto.

Association selectively compares some aspects of the benefit packages at other

in the health, dental and disability benefits portion of its replication brief the

**BENEFITS**

permitted to "resign" at age 65 and take the commuted value option. The
commuted value at the normal retirement date (age 65). A plan member is also not
83. For all of these reasons, the Plan does not permit a member from taking the

being taxed immediately.

transfer values (resulting in a significant portion of the commuted value

commuted values are well in excess of the maximum

be transferred on a tax-sheltered basis to a registered retirement vehicle

commuted values are often in excess of the maximum amounts that can

with a pension plan as rich as the University of Toronto Pension Plan, the

Legislation.

although it extends over the terms of the Plan. Nor is it consistent with the

value. This is not consistent with the pension philosophy of the University

contribution plan at retirement for those members who elect the commuted
carry forwards

With respect to the Association's proposal for carry forwards of coverage

50% of the insurance premiums for extended health care, dental care and hospital accommodation, none of which universities make the full range of those benefits which are available to active employees payable at retiree at the same time assume the university is not aware of any other university that has such a

495 million or approximately 1.15% which does not take cost to retirees as active. Further, the total compensation cost of this proposal should be no benefit improvements for the period of time covered by this list of laundry list of benefit improvements. The university's position is that there

Further, the Association's benefit proposals appear to be disconnected from or

86. in a collective bargaining environment where, for some time now most, if not all, benefits or trying to negotiate ways to limit or reduce the ever increasing cost and inability associated with retiree benefits, the Association has and continues to insist that active and retiree have the same level of benefits available at the and employe are trying to avoid creating new retiree benefits, expanding retiree

The Association and certainly would not agree to the type or benefit improvements proposed by

87. the university would not in this economic climate agree to benefit improvements, some burden proposals and the university has not commented on this articulation award and that is its position in respect of each and every one of the proposals are in order.

100% of the insurance premiums for extended health care, dental care and hospital accommodation, none of which universities make the full range of those benefits which are available to active employees payable at retiree at the same time assume the university is not aware of any other university that has such a
formulæ available to plan sponsors, which were carried forward from the

93.

As part of the study, Liberty Health provided information regarding the three drugs

Formulary (1) and are reimbursed at 100%.

which legally require a prescription (Blue Cross

The current prescription drug benefit allows for drugs

Study, Johnson Inc reported that

Dental Benefits – conducted by external consultants Johnson Inc. As part of that

Star Association partnered in a joint study - Evaluation of Group Health and

In August of 1996, the University administration, the Faculty Association and the

all drugs which require a prescription.

University has never had a drug plan which without any conditions – covered

the official plan document which existed with both plan administrators, The

Health, and previously with Blue Cross. This drug formulary was referenced in

provisions of the drug formulary which was in effect prior to 1996 with Liberty

done to provide accurate information to plan members that reflected the actual

summary of benefits only (see Tab 18 of UTFA Documents Book). This was

Prescription drugs and continued to have the note that this represents a

in the late 1990s, the Synopses of Benefit Plans was amended to read „most

(See Tab 17 of UTFA Documents Book)

Department

external of coverage, please call the Human Resources

benefit plans. If you have any questions about the

applicable will govern the terms and conditions of the

cases, the plan document contains a policy of legislation, as

This represents a summary of benefits only. In all

The cover of the document included the following:

Prescription Drugs

in the benefit plans of any employer.

Provision in its benefit plans and indeed is not aware that is normative practice
Formularies are based on LH's specific criteria. Answer #4 More or less, however note that the LH standard compared with other companies?

Question #4 Comment on your formularies - are they in a Q&A provided with this document on Liberty's Drug Plans, they also stated:

Three.
Prescribed OTC medications such as antihistamines

Formulary Three is our most popular drug plan.

Formulary Three is well known for its level of coverage for their employees and, in fact, many employers believe that it is important to provide Parkinson's disease, cystic fibrosis, and tuberculosis.

those OTCs which are considered to be the sustamining over-the-counter medications, with the exception of constrained by eliminating coverage for prescribed

Formulary Three introduces an element of cost:

Formulary Three: "free sustaining OTC's"

Which states:

Specifically, the University moved the drug plan to Liberty's Formulary Three.

Subsequently, after dialogue with the Faculty Association, the University agreed

(Reimbursment under this plan, prescribed by a physician, are not eligible for purchased over-the-counter as a pharmacy, even if related diabetic supplies. Other drugs which may be illegall require a written prescription plus insulin and Formulary One provides coverage for most drugs which)

Formulary One provides "prescription-only drugs"

states:

medications, the University was using Liberty's Formulary One. Their summary

After the 1997 negotiations which saw the removal of over-the-counter former Blue Cross, these formularies were shared as part of the benefit review.
42

is a category of drugs under Green Shield's administration system that most

in the association, Viagra is listed under the heading "Generally Excluded." This
months. There has been no change to that coverage. In the plan rules supplied

The University did agree to a usual and customary maximum of 30 pills / 3

drug — that is, if required medical evidence to support coverage for a member,

University agreed to add it to our plan. Liberty agreed to add it as a conditional

to add it as an exception. In discussion with the Faculty Association, the

practice, add coverage for Viagra to its formulary, but an employer could decide

Canada, Liberty advised the University that it would not, as a matter of standard

The University has never removed coverage for Viagra. When first introduced in

1998 — Tab 6 of University's Reply Brief.

By Liberty Health (see extract from Liberty Health policy agreement dated April

the term "most" was to reflect the actual Formulary. These previously administered

any specific drugs or move from "all" to "most." As noted above, the change to

motions. The University did not unilaterally change the coverage by removing

ensured that Green Shield included the life-sustaining over-the-counter

Green Shield's Formulary which would have been similar but not identical, and

and supported by both the Faculty Association and the USW) moved the plan to

The University, in moving to Green Shield (a decision which was reviewed with

97.

indications use.

The formulary, if may not always be eligible for coverage at prescribed for an off-

indications use as per the approvals from Health Canada. While a drug may be on

additional medical information to ensure that the drug is being prescribed for the

addition, drugs on the formulary sometimes require special approval, or

criteria for the review of and addition or removal of drugs on the formulary. In

noted above — are more or less the same. However, each develops their own

All insurers/benefit plan administrators provide their own formulae which — as

Launching of new drugs on the Market

Answer #6) As often as daily if depends on the

updated?

Question #6) How often do the formulae change/?
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<td>618</td>
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<td>7.7%</td>
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<td>0.0%</td>
<td>444</td>
<td>6199</td>
</tr>
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</table>

The table below shows that balances greater than $3,000 have been spent since inception in 1999. The table below shows that approximately 76% of eligible faculty members and librarians have PER expense accounts with balances greater than $1,000, over 33% of faculty members and librarians have accounts with balances greater than $2,000, and approximately 56% of the total amount granted under the PER program has been spent.

There is currently $7.47 million accumulated, unused, in PER accounts.

PER Allowance

Drug, at the same level as before.

University continues to provide coverage where medically necessary for this.

Each ED drug is an "E. Generally excluded:" However, besides the list of

plans do not usually cover E. -
or Canada Research Chairs. The greatest amount of funding under the Canada Foundation for Innovation in research infrastructure funding under Ontario government programs, receives President, Research and Associate Provost's Annual Report 2009 and the funding from each of the councils (see chart below from the Office of the Vice-Research Chair) to each of the total of peer-reviewed funding in Canada. The university leads all universities in total of the Natural Sciences and Engineering Research Council, the Social Sciences and Humanities Research Council, the National Research Council, and the Canadian Institutes for Health Research – the major research sources. The three federal granting councils – the Social Sciences and Humanities, the Natural Sciences and Engineering Research Council, and the National Research Council – are the major research funding sources. The three federal granting councils – the Social Sciences and Humanities, the Natural Sciences and Engineering Research Council, and the National Research Council – are the major research funding sources.

Teaching activity.

Faculty members have an excellent track record in attracting funds from external sources. University have access to a range of resources that support their scholarship and teaching activity.

A professional experience reimbursement is more beneficial at universities that are less research-intensive than the University of Toronto. Faculty members at the University of Toronto have access to a range of resources that support their scholarship and teaching activity.

The allowance is granted annually and is allowed to accumulate indefinitely.

Compensation received for part-time employees who have greater than 25% but less than 50% of a full-time workload receives 80% of the annual PE allowance ($1,000) and part-time employees who have greater than or equal to 50% but less than 100% of a full-time workload receive 50% of the annual PE allowance ($625).

The allowance is granted annually and is allowed to accumulate indefinitely.

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The allowance is granted annually and is allowed to accumulate indefinitely.
Professional and research expenses.

Their salary converted into a research grant from which they can deduct

competitions can apply to the University's Research Board to have a portion of

Further, faculty members and librarians who are unsuccessful in research grant

104.
Source: Councils, statistical tables.

Percentage of total for all Canadian colleges and universities is shown for each Affiliates and partner hospitals counted with each university.

Excludes Networks of Centres of Excellence, Canada Research Chairs, indirect costs and funding.

Federal Granting Council Funding to G13

2008-09
The University provides a $10,000 annual research allowance to all on-campus faculty (outside of Medicine) who occupy a Canada Research Chair. Have similar support programs.

Other Divisions and Departments have similar programs. For example, newly hired faculty members at U of T are reimbursed for any travel and relocation expenses and are given a new computer. For example, newly hired faculty members at U of T receive matching start-up funding packages to newly hired faculty members. For example, newly hired faculty members through a number of initiatives.

The University also supports faculty members through various initiatives.

CHRP NSERC SSHRC includes indirect costs of research when provided by external sponsors.
of these tuition benefit programs at those universities have no or very limited
York number 1, at 100% value of full-time undergraduate tuition fee. However, all
benefit for dependents at other institutions and ranks Ottawa, UBC, Ryerson and
Dependent Scholarship Program at the University to what it labels as “full-
in a chart at the bottom of page 62 the Association purposes to compare this
abroad, and including Ontario community college programs and OCAD.
child’s tuition at virtually any post-secondary institution in Canada, the U.S. or
Scholarship Program is transferable and can be applied against a dependent
waiver type programs at other universities. The University’s Dependent
converse the University’s Dependent Scholarship Program in contrast to the
Association. The Association’s submissions in their application brief blend and
The Dependent Scholarship Program should not be modeled as proposed by the


08. In the summer of 2009, CRA changed their view of dependent waiver programs,
and confirmed that dependent waiver programs are no longer taxable benefits to

07. Current Scholarship provides 2/3 value of the arts and science general tuition free

DEPENDENT SCHOLARSHIP PROGRAM

should be no change to it.

06. This was a new breakthrough benefit in the last round of negotiations and there

CHILD CARE

annual allowance.

Approximately 720 members of the University’s faculty are in receipt of this
The following comments:

Workload proposal and the association's workload proposal the university has

 arbitrated by the association. With respect to other differences between the university's
 addressed by the revisions to the university's workload proposal contained in its
 between the Workload Proposals. Some of these differences have been

 In its arbitration brief the association has a section titled "Major Difference

 Workload

 Ten research days. There is no need for further increases in these days.

 Research days. In 2008-9 less than 20% (24 out of 140) librarians used the full

 Librarian Research Days

 lower salaries at the other universities, the university remains competitive.

 The University of Toronto at 82.5% compared to the higher percentages with
 large research intensive universities. When one considers the average salary at

 at 82.5% Research and study leave is within an appropriate range with other

 Research and Study Leave

 Proposal be awarded by the arbitrator.

 Secondary institution nor should this — which is the effect of the association's
 that provides a 100% Scholarship Program fully transferrable to any post-
 applies and applies. The university is not aware of any other Canadian university
 institutions in Canada, the U.S. or abroad. The association is not comprising

 very limited, if any, transferability of the benefit to other post-secondary
 transferability and are in fact limited waiver programs for those universities with

The University does not agree to the Association's formulaic approach within the context of practical application.

By their application in the units on a collegiate basis over time and in the event that the detailed articulation of the principles proposed by the Association are unsustainable and enforced individually by the University, the University has agreed to include most of the principles set in the Association's list and those which the University has agreed to include most of.

With respect to the principles, the University has agreed to include most of the principles at the unit level.

The establishment of a Workload policy is a significant change and care should be taken to retain flexibility and simplicity with which will permit it to evolve over time through interpretation and implementation by the members of the Association.

The University does not agree that the University preamble is more appropriate to a collegiate university.

Reduce excessive workload or to avoid punitive applications and submissions, the University does not agree that the inherent of the Workload policy is to particular does not agree with the Association's preamble and in
category which will address some of the Association’s other concerns.

regarding potential changes to the PPA and the creation of a new appointment

11.4. The University and the Association are currently engaged in discussions

which/she teaches shall be evaluated on that activity.

11.5. The Provost’s PPR instructions already provide for the PPR of teaching stream

discipline-based scholarship in relation to the field in

made for Teaching stream staff. A Teaching stream

special weighting of teaching and service should be

to appropriately reflect their activities.

courses or significant components of courses within

faculty member who engages in pedagogical and/or

A separate weighting of teaching and service should be
ARTICLE 6 OF THE MEMORANDUM OF AGREEMENT

ARBITRATION ON SALARY AND BENEFITS AND ARTICLE 8 WORKLOAD, UNDER
OF AGREEMENT IF NECESSARY SEPARATE AND APART FROM AN
AND THESE ISSUES CAN BE DEALT WITH PURSUANT TO THAT MEMORANDUM
THE AUGUST 7, 2007 MEMORANDUM OF AGREEMENT BETWEEN THE PARTIES
REMAINS SEIZED OF THE ISSUES PURSUANT TO AND IN ACCORDANCE WITH
AS DISCUSSED THE UNIVERSITY ACKNOWLEDGES THAT MR. TEPULTSKY
includes the information sharing issue

9. Finally, just to confirm our agreement that Tepultsky's jurisdiction in the arbitration

outstanding issues raised by UTFA.

Imbedded in CAPS below is the text of your February 11, 2010 email to the University's response to the

You're am following up on and responding to your February 11, 2010 Outstanding Issues email and

WITHOUT PREJUDICE

Subject: U of T and UTFA
Cc: nubriggs@utoronto.ca; Rose Medhurst
To: Steven Burtett
Sent: February 17, 2010 11:53 AM
From: John Brooks (jbrooks@schulich.com)

Using the same format as your February 23, 2010 email the University is prepared to proceed as follows:

Please see our below is the University's response on the Outstanding Issues as set out in your February

Workload, Under Article 6 of the Memorandum of Agreement.

Apart from an Arbitration on Salary and Benefits and Article 8
Of Agreement if necessary separate and apart from an
And these issues can be dealt with pursuant to that Memorandum
According with the August 7, 2007 Memorandum of Agreement.

Finally, I confirm our agreement that with respect to the Information Sharing issue,

John, here are our comments on the latest draft.

Subject: Re: U of T and UTFA
Cc: Rose Medhurst
To: John Brooks
Sent: 03/05/2010 08:32 AM EST
From: Steven Burtett (sprint@utoronto.com)
9. Finally just to confirm our agreement that Telestyx’s jurisdiction in the application

includes the information sharing issue

the document you circulate on Thursday:

John, I thought it would be helpful before our 3 o'clock call to set out our response to

---

Forwarded by John Brecoles@dkmonroy on 11/20/2010 02:46 PM
Effective July 1st, 1998

Regarding the Proposal for the Deduction of Dues for

The Governing Council of the University of Toronto

And

(Handwritten text: 1998)

Montreal, May 28, 1998
THE FACULTY:

THE ISSUE

The issue is the proposal by the Association to provide for the deduction of dues for the members appointed by the Association to the various committees, under the conditions of the Reorganization Agreement and Recommendations. The parties agree to the following:

Provided, these agree as follows:

21 On June 16th, 1997, the parties entered into a three-year Agreement which

THE FACTS

modified and amended, as hereinafter more fully set out, the agreement between the faculty and the Association. After the faculty's refusal to accept the proposed dues deduction, the Association appeal to the University community, and the faculty and the Association enter into a new Agreement, the Association agrees to provide for the deduction of dues for the members appointed by the Association to the various committees, under the conditions of the Reorganization Agreement and Recommendations.
recognized in Canada under Part I of the Income Tax Act (Canada)."


done by any body of the University or other "Charges of Investigation"


The provision also would include an option, for those new faculty and


The Tenseman between the University of Toronto Association


"4.1 The Association's proposed is drafted in the following terms:

THE PROPOSALS

Argument

We are grateful to counsel for carefully drawn briefs and thorough and persuasive

and counsel.

hearing was held in Toronto on Saturday, March 271, 1998, in the presence of the parties.

The hearing was to be held in Toronto on Saturday, March 27th, 1998, in the presence of the parties.

THE HEARING

Committee for decision, according to the terms of the Memorandum of Settlement between the

but with the right to act

committee formed under which new members are named by the national council of the Association's Approved by the Administration believe (the best one to impose

including those who benefit from the Association's activities, but do not
to the Association.

Association dues from its members and will remit such dues
yearly to the University. The Association will pay the
University for the cost of annual membership fees for a
Three years period. Any remaining funds will be
reimbursed to the Association on request.

In the event of non-payment, the University may take
such action as it deems necessary to enforce this
agreement, including legal action.

Faculty Members and Librarians:

Faculty members and librarians of the University shall provide the
Association with a list of all
members of the University who have subscribed to the Association,

A. No faculty member or librarian shall be required to join the
Association under the following provisions:

B. The proposal reads as follows:

4.2 The Administration's proposal reads as follows:
REPORT, OPINION AND RECOMMENDATION

For the reasons that appear in the opinions attached hereto to form part thereof, we are of the opinion, Mr. Roy Heenan dissenting, that the proposal put forth and supported by the Association is fair and appropriate in the circumstances of the case, and we do hereby recommend its adoption.

The Honourable Alan B. Gold, O.C., O.Q., Q.C., LL.D.
Chairman

Jeffrey Sack, Q.C.

Roy L. Heenan (see separate recommendation)
Roy L. Heenan (Dissenting)
still goes too far.

Rand formula is a fair and reasonable compromise. For the University, the Association’s position in the conflict. Here the parties are unable to come together. For the Association, the modulated compromise is required to bring about a just solution to the problem, of course, is the nature and extent of the compromise required to bring about a just solution to the problem, and only the proper thing to do. Of this we are all agreed. The problem, why

In a society governed by the rule of law, when valid views conflict, to seek compromise is not sufficient to decide the issue. However, my remarks to the effect expressed which follows, and which, with respect, I believe to be unnecessary, therefore, for me to say here what they have already said. Instead, shall I

The issue, together with the socio-economic, institutional, political and legal forces that are at play

Honourable Alan B. Gold, Q.C., O.C., C.C., LL.D.

OPINION AND RECOMMENDATION

Effective July 1st, 1998

Newly Hired Faculty and Librarians

Regarding the Proposal to Provide for the Deduction of Dues for

(the Association)

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

- and -

(the University)

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

BETWEEN:

IN THE MATTER OF AN AGREEMENT

MONTREAL, MAY 30, 1998
freedom. The common good and overriding public interest can and do define the rights and responsibilities of individuals in a democratic society. While the Association of the University of Iowa is not the only voice in discussing the future of the institution, it does have a role to play in advocating for the common good.

Today, we recognize that the very concept of liberty is inseparable from the concept of association. The Association, as it is for the collective good, helps to define and guide the actions and decisions of individuals and organizations.

The problem of balancing the collective bargaining process and the individual's rights is complex. The Rand Formula seeks to achieve such an equilibrium.

The Rand Formula is now part and parcel of the collective bargaining process, having been adopted over the years. It seeks to balance the economic forces at play during collective bargaining.

Less...

In a diverse democracy, our freedoms must, on occasion, adapt or even yield to embrace a noble cause. After the most careful consideration I have come to the conclusion that the proposal put forward by the Association is both a fair and a reasonable compromise in the circumstances. My reasons...

May be shortly stated.

The Association is bold in its call for a settlement on the basis of the Rand Formula. It seeks to achieve a balance between the interests of the Association and those of the University. The proposal aims to ensure that the interests of both parties are considered in the collective bargaining process.

The Association, as it is for the collective good, helps to define and guide the actions and decisions of individuals and organizations. It is through associations such as the Association that we can work together towards a common goal.

No one will deny, of course, that the Rand Formula of today is not quite the formula propounded in 1949, over a half century ago; but that was then, this is now. Time and experience have shown that associations need to be flexible and adaptive to changing circumstances.

The University is not a commercial enterprise; it is a community of scholars and researchers. The University is an employer, and its faculty and librarians are its employees. This is the University's right, and the Association's responsibility.

The Rand Formula is now part and parcel of the collective bargaining process, having been adopted over the years. It seeks to balance the economic forces at play during collective bargaining.

Less...

In a diverse democracy, our freedoms must, on occasion, adapt or even yield to embrace a noble cause. After the most careful consideration I have come to the conclusion that the proposal put forward by the Association is both a fair and a reasonable compromise in the circumstances. My reasons...

May be shortly stated.
effective collective bargaining (see especially at 3:32).

It was a reasonable means of ensuring that union workers had a voice in the organization because the check-off clause forced

the union to negotiate the issue of freedom of association. The Court held that the check-off clause under section 7 of the Charter did not conflict

with the freedom of association protected by section 2(d).

Section 1

The Canadian Charter of Rights and Freedoms

Freedom of expression or freedom of association must be respected. An unreasonable burden on freedom of association

must be justified. In order to achieve a valid purpose, the cost and risk of futility must be spread among all members of the community.

While there have always been numerous and divergent views as to the appropriate role, extract

of freedoms of each in a free and democratic society. It was no accident therefore that the

I favour and recommend its adoption.

Chairman

The Honourable Alva B. Cold, O.C., O.O., O.C., L.L.D.

[Signature]

Appropriate solution to the present dispute between the parties. Democracy or academic freedom. Indeed, it can be seen to foster it, and it is therefore the demand of the employees who will be affected. It does not threaten or harm other reasonable accommodation, one manner which makes no excessive, unreasonable or abusive

In the result, I am firmly of the opinion that the Faculty Association's proposal is a fair and
University of Toronto pay the cost of services that benefit all faculty and librarians. Paying the cost at present, 65% of the faculty members and librarians at the representation in negotiations and grievance procedures but do not share in the benefits of services performed by the Association, such as receiving the benefits of services performed by the "Association". The problem of so-called "free riders", i.e., employees who receive some time by solving the problem of compulsory membership in the dues, ordinarily by way of a deduction from wages, equivalent to membership fees, required to become members of the bargaining agent, but are required to pay the formula is an arrangement whereby employees in a bargaining unit are not treated as the parties agreed on all the items of a Memorandum of

The Issue

OPINION AND RECOMMENDATION OF JEFFREY SACK, Q.C.

Effective July 1, 1998
Newly Hired Faculty and Librarians
Provide for the Deduction of dues for
Regarding the Proposal to

(the Association)

The University of Toronto Faculty Association

- and -

(The University)

The Governing Council of The University of Toronto

BETWEEN

IN THE MATTER OF AN AGREEMENT
asserted that it "recognizes the importance to the University community of a strong
expressly adopted before the Panel by the Administration which in its submissions
interests of the University to have a strong Faculty Association." This view was
associated's proposal. The Special Joint Committee stated that "it is in the best
interests of the University, and that there is no legal impediment to implementation of the
idea" is invalid, and that there is no legal impediment to implementation of the
before the Panel. The Administration acknowledged that the existence of the

Positions of the Parties

Recipient

and without provision for substitute payment to a charity or other agreed upon
and librarians to opt out each year, without restriction to conscientious grounds.
Administration. The Administration proposed a scheme that would allow all faculty
with the fund formula be paid to a recipient agreed upon by the University and the
reasons of conscience, to direct that the amounts otherwise due in accordance
librarians, and with a proviso permitting bargaining unit members who object for
Association proposed a fund formula, but only for newly hired faculty and
in mediation and before the Panel both parties put forward modified positions. The

Government Council for decision.

recommendation, which will be placed before the Associates Council and the
Joint Committee, and if the Committee was not unanimous, to this Panel for a
parties agreed to refer the Association's request for a fund formula to a Special
Association are voluntary. Under the terms of the Memorandum of Settlement, the
as matters presently stand, both the payment of dues and membership in the

Background

- 2 -
... clearly has the effect of promoting democratic unionism, and is a necessary first step in the hands of the union members. If the decision as to what union members should be required to pay for the services the union renders is left to the members, the terms and conditions of employment best serve the members, the terms and conditions of employment best serve the members. If the decision as to what union members should be required to pay for the services the union renders is left to the members, the terms and conditions of employment best serve the members.

Collective bargaining is one means of addressing the concerns of labour relations in a modern industrial society.

(1981) 2 S.C.R. 211. In particular, the following passages are cited:

"... the right to dissent, a value especially prized in the university context, is an essential part of the freedom of association. The right to dissent is the foundation for the exercise of the right to engage in collective bargaining. The right to dissent is the foundation for the exercise of the right to engage in collective bargaining. The right to dissent is the foundation for the exercise of the right to engage in collective bargaining. The right to dissent is the foundation for the exercise of the right to engage in collective bargaining. The right to dissent is the foundation for the exercise of the right to engage in collective bargaining. The right to dissent is the foundation for the exercise of the right to engage in collective bargaining.

In support of the association's decision, the reasons given by members of the Supreme Court of Canada in the course of delivering its judgment in L'arbre v. OSEP, are cited. In support of the association's decision, the reasons given by members of the Supreme Court of Canada in the course of delivering its judgment in L'arbre v. OSEP, are cited. In support of the association's decision, the reasons given by members of the Supreme Court of Canada in the course of delivering its judgment in L'arbre v. OSEP, are cited. In support of the association's decision, the reasons given by members of the Supreme Court of Canada in the course of delivering its judgment in L'arbre v. OSEP, are cited. In support of the association's decision, the reasons given by members of the Supreme Court of Canada in the course of delivering its judgment in L'arbre v. OSEP, are cited. In support of the association's decision, the reasons given by members of the Supreme Court of Canada in the course of delivering its judgment in L'arbre v. OSEP, are cited.
The whole purpose of the formula is to permit a person who does not wish to belong to the union to do so. The individual does this by declining to become a member of the union. The individual thereby desists from doing so. The individual does this by declining to be a member of the union. The union, or any part of the union or any employee of the union who desires to do so, may decline to be a member of the union. The formula permits employees to decline to be a member of the union. The formula permits employees to decline to be a member of the union.
Readiness to express dissenting views.

formula at any university in Canada has initiated a faculty members right or

in fact, no evidence was presented to the Panel that the existence of the Rand

Wilson, J. at pp. 272-281

representative of the majority of employees.

C. B. E. (B.C.) v. air express, the expression of the union as the

affected. It is a basic right of the Rand formula that Union

does his living governed by the Rand formula. Here such an

he is free to speak his mind and when he wishes. Nor

view of the merits of the cases support by the Union.

inhibit him in any meaningful way from expressing a contrary

not be the agency shop clause in the collective agreement does not

The fact that the applicant is obliged to pay dues pursuant to

...administrative of the employment relationship...

by giving unions and non-unions alike a voice in the

a member of the union. Free expression was thus enhanced

of the bargaining unit is required to join and thereby become

specially provides for dissent by stipulating that no member

expression but to foster "indeed the Rand formula

that in enhancing union security it does not work to suppress

inadequately. Its success in Canada has stemmed from the fact

union strength in bargaining relationships plugged by

compulsory dues check-off as a means by which to shore up

without which collective bargaining cannot succeed, because it is a far mean to achieve the object

""""The Rand formula has grown in popularity in this country

McLachlin, J. at pp. 345-347

and benefits received."
The administration also objects to the Frank formula for newly hired faculty and

Labour Gazette, January 1946, p. 128.

the argument (against mandating dues checkoff) is really one for a week union: the administration, the association cites Justice Hains's findings in the Ford Dispute that the administration that if important that the university have a strong faculty and right to the agreement of all faculty pay the equivalent of association dues, while noting the agreement of

the association notes, as is the proposal for a modified formula, it will not be feasible for the association to function effectively without a Rand formula for newly hired staff only until many years will elapse before the

administration. Without a full Rand formula, it would be impossible for the university to do the only university

the association notes, the university of Toronto may soon be the only university

from which special considerations apply); there is no university, other than

of the fifteen major universities included in Macleans' competitive group (apart

and that, whether certain or not, nearly all faculty associations in Canada have some

Moreover, the association submits, the practice at universities in Canada is

overwhelmingly consistent with its position. Indeed, the association points out
members and librarians as discriminators and, in any event, I consider it inexcusably
sovereign. I do not regard the expression of "grandparenting" or "grandfathering" of existing faculty
Canada has inherited a faculty members right of residence is expressed in dissenting
presumed to be the position that the existence of the Rand formula at any university in
individuals' legitimate right to dissent. Indeed, as noted above, no evidence was
membership in the Association, the Rand formula does not interfere with an
Second, as the Supreme Court of Canada has observed, since it does not require
is made to an agreed upon recital.
Moreover, it allows for conscientious objectors provided an equivalent payment
is reached then the arrangement that is prevalent at other Canadian universities.
In the first place, it represents a significant compromise that is substantially less in
modeled Rand formula deserves to be recommended.
premises, I have consulted for both parties. I have concluded that the proposal of a
premises I have consulted for both parties. I have concluded that the proposal of a
required by counsel for both parties. I have concluded that the proposal of a
made a recommendation. After considering all of the representations, I'm
the parties. In the absence of agreement, it is necessary for members of the panel
I believe that I have fairly and fully, if judiciously, summarized the submissions of
Conclusion

Is not unusual, and has been upheld as a reasonable compromise by the courts:
existing employees from a change in employment conditions
The Association also notes that the practice of "grandparenting" or "grandfathering" is not
liberators. If the Administration would agree. The Administration declined to agree.
Association referred to the General Assembly for the Administrations own proposal. The
association points out the same distinction between existing and newly hired
by including all faculty and librarians in the Rand formula arrangement. Indeed, the

University.

essential to the viability of the Faculty Association and to the well-being of the
reasons of fairness, I consider that the modified Rand formula as proposed is
upon it under the Memorandum of Understanding. For this reason, as well as for
University is a faculty association capable of fulfilling the responsibilities placed
through a vigorous, independent association. Moreover, key to the success of the
University of Toronto can flourish only if the rights of its faculty are protected
in the need for a strong faculty association. Indeed, a great institution such as the

Finally, I think it is important to record that both parties have expressed their belief

is inherent in the existence of a strong faculty association.

at institutions that can only serve to create a division among faculty and libraries that
association services. Not only is it inevitable, but it tends to engender a sense
until to those who pay a consequence of disproportionately share of the costs of
Third, there is unanimous agreement by all that the existence of "free riders" is

without affecting those already in the system.
in the circumstances, as a means of achieving a change in employment conditions

- 8 -
They have asked for our opinion on this matter.

May suspend the authorization after one year on an annual basis. Permanent binding on the new faculty and librarians or whether new faculty and librarians are encouraged. Whether such authorization should be a term of employment. Agreement. A term of employment. Agreement. Agreement. Required at the time of hiring to authorize the deduction of dues and their remittance to the voluntary agreed that commencement July 1st, 1996 all new faculty and librarians will be result of the last negotiation. They are to be considered as the Association for new faculty and librarians as a address the issue of dues payment to the Association for new faculty and librarians as a non." Rather than the formal procedures and legal guarantees that would come through certification, both U.T.F.A. and the University have come up with methods of resolving problems which has served them well. It is based on a remarkable system for resolving problems which has served them well. It is based on a

The University of Toronto and the University of Toronto. Faculty Association have a

Roy L. Henman
OPINION AND RECOMMENDATION
asked by the Faculty Association to impose a mandatory and permanent obligation on all Association and the voluntary recognition by the University must be noted. We are being The second reason for my choice is one of principle. The voluntary nature of the

the best interests of the University community.

based on the experience they encounter over the next two years. I believe this is to be in agreement is that we adopt the considerable agreement that they have reached in this recommendation is that we adopt the considerable agreement that they have reached in this from outside. This is the system they themselves have chosen. For this reason alone, my between the parties without having those parties looking over their shoulders for solutions come from third parties. Further, we should encourage the open and direct discussions assist in mediation, the solutions that come from the parties are to be preferred to those that discourage the parties from reaching their own agreement. Where I believe we can well of Toronto active community to impose our views would not only be presumptuous but would preferred to solutions imposed by outsiders. For those of us who are not of the University that they can and do accept their own responsibility to bargain. This is implicitly to be made and professional and have demonstrated in the agreement that they have reached reach agreement voluntarily rather than relying on outside intervention. The parties are both

The first is that given the nature of the relationship the parties are to be encouraged to

Recommendation

that this be accepted for these negotiations. There are two reasons for this My first reason is to congratulate the parties on what they have achieved and recommended
authoritative industry at the time of a legal strike (p. 177-122), which considerations are quite
however, the "special features and circumstances" referred by Mr. Justice Rand to the
formula and, in those circumstances, I do not disagree with the rationale. I do note, I
am, of course, fully familiar with the rationale of Mr. Justice Rand in the original Rand

I agree.

members of the Association but with the right to opt out. In
an alternative arrangement under which new hires are presumed
result, they cannot accept the Association's proposal and propose as
that it would change the voluntary nature of the Association. As a
members and librarians volunteer.

college with leaving dues payment for current faculty
"I" that it is not fair to impose mandatory dues on future

The three members above-mentioned who were appointed by the administration believe

academic colleagues.

period is sensitive to realities of the University and the necessary relationships between

Adel Soidar. I believe that the recommendation which includes an opt out after a one year

of academics consisting of Professor Donald Devereaux, Professor Brian Langille and Professor

I note that the proposal advanced by the University was put forward by a distinguished panel

voluntary nature of the Association.

I would separate and distinguish the new faculty from their colleagues and change the

with the voluntary system which the parties have chosen and which has served them well.

new faculty and librarians to forever pay compulsory union dues. This does not mesh easily

3
Justice Rand's character and balance) Mr. Justice Laforte stated in his own words, "I see no

in the context of a union certified under an Act of Parliament (containing the most of Mr.


collectivizes. This is the present context, which was addressed eloquently by a majority of

rights and freedoms of the individuals and away from compulsions of the state or

the values of the Charter of Rights and Freedoms is toward a greater recognition of the

is now "very true. But the direction that our society has taken, inspired in no small part by

curbs the freedoms pronounced in 1946, over half a century ago; yet that was then and this

They wrote, "that no one will deny, of course, that the Rand Formula of today is not

I disagree with my colleagues strongly on these issues.

the Association itself.

simply do not apply to the voluntary relationship existing within the University of Toronto and

bills and declarations have been incorporated into our labour codes. These provisions

Much of what Mr. Justice Rand developed including the aspects of dues, union democracy,

as a price for any form of mandatorily dues.

formula providing specifically for supervised secret ballot rules to be imposed on the union

emphasizes that Mr. Justice Rand places on union democracy as a correlative part of his

Faculty Association and with the University of Toronto. I also note, in passing, the great

different from the University Faculty and the voluntary relationship which exists both with the

4
Individuals are not yesterday’s values. I agree with all these statements, particularly note that democracy and freedoms of the

mention the association under Section 2(d) of the Charter. Provision is an essential component of the Union’s right to
the mandatory contribution of union dues under an agency shop
the particular association. In fact, O.P.E.U. specifically argued that
whether the object of the union as maintaining or participating in

I think it is fair to construe payment of dues which are used to


gentleman at p.225:

Mr. Justice Laforté added speaking for himself Mr. Justice Sopinka and Mr. Justice

compulsion or restraint

purpose of the Charter is to protect with reason from
violence and cannot be said to be free. One of the major
would not otherwise have chosen. He is not acting of his own
the will of another to a course of action or inaction which he

a person is compelled by the State or

Freedom can primarily be characterized by the absence of

(...)

devolve the

truth and realization as surely as voluntary association will

forced association will stifle the individual’s potential for self-

(...)

association in keeping with democratic ideas.

association is a necessary component of meaningful

Rejection of the freedom of the individual to remain from

observations at p.315:

Justice Sopinka, Mr. Justice Gonthier and Madame Justice McLellan made the following
grounds for disagreement and dissent. In an academic community, we must expect with a mere desire to save the monthly dues, does not, with respect, do credit to legitimate is both insubstantial and incorporeal. To couple the academic refusal to join the association in the context of the University of Toronto Faculty and Librarians, the "free riders" argument.

context with the support of its members; it will be much the stronger for it.

of that community and persuasion an integral part. A voluntary association should in this which celebrates academic freedom and the free flow of ideas. Dissent is a necessary part coordinated before transposing them to an academic community. A university is an institution I would add for myself that rules developed in the industrial world should be more critically nique property that a university is not a commercial or industrial enterprise, ready or shop.

The second point of disagreement is the nature of a university. Judge Gold says 2.

which my colleagues are completely silent. Judge Rand was not democracy and the obligations of the association toward its members or dues payers on to fashion such provisions. If I were to, I would have to address the rules of union in this instance, and that would be a first, I am neither inclined nor persuaded enough by Mr. Judge Rand or in subsequent legislation. We are being asked to uncouple them, obligations of members and union democracy have been joined with the dues issue either constant feature of the Rand formula from its inception that the collective rights and law, such factors are necessarily absent in the present voluntary relationship. It has been a obligation of the association and that the members of the bargaining unit are spelled out by whatever may be said for the merits of the formula in a context where the rights and
members.

membership on May 22nd, 1979 it called any reference to the chair by the University in a letter to the University, after 12 months of negotiation (not be made known to the Faculty). In a letter to the University, the most striking in the present negotiations by the Association's absolute insistence that of due in this voluntary relationship, I do not think that we can ignore this essential element within contracts and the calling of strikes, in fashioning mandatory payment reduction of contracts and the calling of strikes, in fashioning union demands. I was particularly by the imposition shop floor to specific mechanisms to ensure union democracy, particularly by the imposition of the principle of free association, which is the only one advanced.

Under "explanation would suffice, which is the only one advanced. Yet, the reasons for which would have to be very closely examined. I do not believe the free will subject to a different regime from that of colleagues. Is an "opt out" after one year so consistent. If it is subject, there may well be offensive to future academics. If it will also subject

Association, it is a mandatory and permanent obligation, and one which, because it is the payment of union dues regardless of the nature of their disagreement with the proposal formula, there is no possibility for the new faculty and librarians of ever suspending payment. Furthermore I must remark in the present context that for new faculty members under the

members.

complains of discussions and disagreements. It is for this reason that the voluntary relationship

I was most struck by the present negotiations by the Association's absolute insistence that
accepted.

I, therefore, recommend that the proposal containing the "op cut" after one year be

would distinguish them from their academic colleagues at the University.

library. I do not wish to add a compulsory element of future malpractice of cases which

present instance, they have reached a major agreement concerning new faculty and

responsible for solving the problems that emerge as they have done in the past. In the

has served the community well. I respect that relationship and I hope to the parties to

have a unique relationship based on voluntary association, recognition and negotiation. It

In summary, the University of Toronto and the University of Toronto Faculty Association

SUMMARY

result.

is necessary. I also believe that the Association will be stronger rather than weaker as a

proposals, and commends the "op cut, by salary value dropped by the University which I think

The practical experience further distinguishes me from recommending the Association

with the membership than I noticed in this instance.

Association wishes to make. There should be a fair greater openness and forthrightness

be made known to the faculty and librarians, with of course whatever recommendations the

after eighteen months of negotiations at the urging of the mediation panel. I believe I should

"official breach". Such a charge was in my view completely unfounded. If an offer is made

8
with $420,725 being concentrated in two departments.

$1,145,790

They are distributed among 37 departments with the maximum in one department of 16.

There are 105 tenure-stream associate professors who would be affected by this proposal.

Data used was June 2009 dataset.

Cost is amount to that is $1 higher than the highest assistant professor salary in department.

Use department to define the unit.

Each assistant professor's salary within the same unit exceed.
Compensation Proposal 4) - Stipendiary Rate

The rate per full course be increased to $15,000 effective July 1, 2009
assume that all stipends are paid at the the base stipend rate:

1) Estimated budget for Teaching Stipends 2009 $7,898,480

Estimated teaching stipends 545

2) Proposed increase in stipend rate (15000 -14,490) $278,000

The rate per full course be increased to $15,500 effective July 1, 2010
assume that all stipends are paid at the the base stipend rate:

Estimated teaching stipends (assume no increase) 545

2) Proposed increase in stipend rate (15500 -15,000) $272,549
<table>
<thead>
<tr>
<th>Year</th>
<th>Single</th>
<th>Family</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2066</td>
<td>2,416.72</td>
<td>2,686.56</td>
<td>5,103.32</td>
</tr>
<tr>
<td>2067</td>
<td>2,416.72</td>
<td>2,686.56</td>
<td>5,103.32</td>
</tr>
<tr>
<td>2068</td>
<td>2,416.72</td>
<td>2,686.56</td>
<td>5,103.32</td>
</tr>
</tbody>
</table>

Current Enrollment

- Single
- Family
- Total

<table>
<thead>
<tr>
<th>Year</th>
<th>Single</th>
<th>Family</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>2019</td>
<td>1,970.10</td>
<td>2,390.94</td>
<td>4,361.04</td>
</tr>
<tr>
<td>2020</td>
<td>1,970.10</td>
<td>2,390.94</td>
<td>4,361.04</td>
</tr>
<tr>
<td>2021</td>
<td>1,970.10</td>
<td>2,390.94</td>
<td>4,361.04</td>
</tr>
</tbody>
</table>

Cost is based on 100% E2 cost base on current premiums.

<table>
<thead>
<tr>
<th>Year</th>
<th>Single</th>
<th>Family</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>4,109.41</td>
<td>5,529.25</td>
<td>9,638.66</td>
</tr>
<tr>
<td>2020</td>
<td>4,109.41</td>
<td>5,529.25</td>
<td>9,638.66</td>
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<tr>
<td>2021</td>
<td>4,109.41</td>
<td>5,529.25</td>
<td>9,638.66</td>
</tr>
</tbody>
</table>

Note: These benefit costings do not reflect the significant increases in unlimited liability for retiree benefits.

<table>
<thead>
<tr>
<th>Year</th>
<th>Single</th>
<th>Family</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>4,398.49</td>
<td>5,818.33</td>
<td>10,216.82</td>
</tr>
<tr>
<td>2020</td>
<td>4,398.49</td>
<td>5,818.33</td>
<td>10,216.82</td>
</tr>
<tr>
<td>2021</td>
<td>4,398.49</td>
<td>5,818.33</td>
<td>10,216.82</td>
</tr>
</tbody>
</table>

Cost to move to 100% E2 cost base on current premiums.

**Benefit Cost Details:**

- **Base:** The base cost is calculated as follows:
  - 96.93% of Current Enrollment
  - 0.14% of E2 Single
  - 0.14% of E2 Family
  - 0.14% of E2 Total

- **Cost Increase:** 150% of the cost of base.

- **Annual Increase:** 2% to 5% depending on the plan year.

- **Total Cost:** The total cost is calculated as the sum of the base cost and the cost increase.
This costing does not take into account the impact on claims utilization, which could be significant.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>EE Cost</td>
<td>$3,242.13</td>
</tr>
<tr>
<td>Total</td>
<td>$7,030.91</td>
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</table>

### HSA Max

Go for any FSA plans or dental insurance that does not have 

### Pre-Tax Reimbursements for Non-Employers

<table>
<thead>
<tr>
<th>Type</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Single</td>
<td>$665,000.00</td>
</tr>
<tr>
<td>Family</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Single</td>
<td>$57,000.00</td>
</tr>
<tr>
<td>Family</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

Note: This table represents the costs and benefits associated with the proposed plan. For a detailed explanation, please refer to the plan documentation.
B Benefits 2 e Research and Study Leave

Research leaves be raised to 90% of salary from current 82.5%

1) Number of Faculty on full-year R&S Leave in 2008 131
2) Estimated total number of Faculty eligible for R&S Leave (FTE) 2165
3) Estimated total number of Faculty eligible for Leave in any given year (FTE/7) Current utilization rate 12 month 309 42%
4) Average salary for those on 12 month leave - 2008/2009 $128,000
5) Estimated average salary = 2008/09 average*(proposed ATB 2009) $133,120
6) Cost to improve leave from 82.5% -> 90% salary for current utilization (assume current utilization rate*estimated avg sal in 2008*7.5%) $1,307,904
7) Assume additional 20% take full leave at 90% 26
8) Replacement cost - Assume 2 overload teaching stipends - 10% salary savings rate proposed by UTFA effective July 1, 2009 $16,688
9) Cost to provide replacement salary for additional leaves (replacement salary) $87,776

Estimated annual cost of R&S Leave Proposal $1,395,680

Notes:
1) Assumes increase in Faculty utilization rate by 20%
2) Assumes average annual salary increased by UTFA's proposed ATB
3) FTE of eligible Faculty is based on FTE supported from the operating budget
4) Assumes cost is the difference of moving from 82.5% salary to 90% salary for those currently on leave PLUS the additional cost of providing replacement salary for increased utilization of R & S Leave (90% salary + replacement cost - 100% salary)
5) count includes 97 @ 82.5% salary for 12 months + 50% of 67 @ 91.23% for 24 months (12 month leave pay reduction over 2 years) counts as of Sept 30, 2008
6) This costing excludes the Librarians, which would add an additional 30-50k/year

PH/HR
Dec 7, 2009
<table>
<thead>
<tr>
<th>Minimum Cost</th>
<th>24.49 days</th>
<th>UFFA and Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Salary base</td>
<td>$91.71</td>
<td>Research days from 10 to 20</td>
</tr>
<tr>
<td>$996</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.381</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009-2009 Avg. Salary Base for Librarians in Year 2009</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minimum Cost = $996 + 7.381 + 2009-2009 Avg. Salary Base for Librarians in Year 2009

<table>
<thead>
<tr>
<th>Maximum Cost</th>
<th>10 days</th>
<th>UFFA and Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Salary base</td>
<td>$432.73</td>
<td>Research days from 10 to 20</td>
</tr>
<tr>
<td>$50,467</td>
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<td></td>
</tr>
<tr>
<td>$48,256</td>
<td></td>
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</tr>
<tr>
<td>2009-2009 Total Salary Base for Librarians</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Increase from 10 to 20
### All Items Consumer Price Index - Canada

**Annual Average for 2002 = 100**

<table>
<thead>
<tr>
<th>Month</th>
<th>Index</th>
<th>% Change from same month one year ago</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>113.0</td>
<td>1.1%</td>
</tr>
<tr>
<td>February</td>
<td>113.8</td>
<td>1.4%</td>
</tr>
<tr>
<td>March</td>
<td>114.0</td>
<td>1.2%</td>
</tr>
<tr>
<td>April</td>
<td>113.9</td>
<td>0.4%</td>
</tr>
<tr>
<td>May</td>
<td>114.7</td>
<td>0.1%</td>
</tr>
<tr>
<td>June</td>
<td>115.1</td>
<td>-0.3%</td>
</tr>
<tr>
<td>July</td>
<td>114.7</td>
<td>-0.9%</td>
</tr>
<tr>
<td>August</td>
<td>114.7</td>
<td>-0.8%</td>
</tr>
<tr>
<td>September</td>
<td>114.7</td>
<td>-0.9%</td>
</tr>
<tr>
<td>October</td>
<td>114.6</td>
<td>0.1%</td>
</tr>
<tr>
<td>November</td>
<td>115.2</td>
<td>1.0%</td>
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### All Items Consumer Price Index for Ontario

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<tr>
<td>2009</td>
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<td>1.4%</td>
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<tr>
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### All Items Consumer Price Index - Toronto

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<td>January</td>
<td>112.5</td>
<td>1.6%</td>
</tr>
<tr>
<td>February</td>
<td>113.2</td>
<td>1.7%</td>
</tr>
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</tr>
<tr>
<td>April</td>
<td>113.1</td>
<td>0.8%</td>
</tr>
<tr>
<td>May</td>
<td>113.9</td>
<td>0.5%</td>
</tr>
<tr>
<td>June</td>
<td>114.0</td>
<td>0.2%</td>
</tr>
<tr>
<td>July</td>
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<td>-1.1%</td>
</tr>
<tr>
<td>August</td>
<td>113.6</td>
<td>-1.0%</td>
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<td>113.7</td>
<td>-1.0%</td>
</tr>
<tr>
<td>October</td>
<td>114.0</td>
<td>0.3%</td>
</tr>
<tr>
<td>November</td>
<td>114.4</td>
<td>0.8%</td>
</tr>
<tr>
<td>December</td>
<td>113.9</td>
<td>0.8%</td>
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</table>

<table>
<thead>
<tr>
<th>Month</th>
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<th>% Change from same month one year ago</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td></td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>114.5</td>
<td>1.8%</td>
</tr>
<tr>
<td>February</td>
<td>115.1</td>
<td>1.7%</td>
</tr>
<tr>
<td>March</td>
<td>115.3</td>
<td>1.3%</td>
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<tr>
<td>April</td>
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<td>1.3%</td>
</tr>
<tr>
<td>May</td>
<td>115.3</td>
<td>1.3%</td>
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<tr>
<td>June</td>
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<tr>
<td>July</td>
<td>115.3</td>
<td>1.3%</td>
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<tr>
<td>August</td>
<td>115.3</td>
<td>1.3%</td>
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<tr>
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<td>115.3</td>
<td>1.3%</td>
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<tr>
<td>October</td>
<td>115.3</td>
<td>1.3%</td>
</tr>
<tr>
<td>November</td>
<td>115.3</td>
<td>1.3%</td>
</tr>
<tr>
<td>December</td>
<td>115.3</td>
<td>1.3%</td>
</tr>
</tbody>
</table>
The sum allocated for these merit increases would be calculated

process that total $39,000,000, and

committee's decision, and at

a schedule sent 420 committee members

the vice-president and processor, we have

above, no accreditation for either

letter, 75,000; accreditation 4.75,000; in

letter, 103,747; accreditation in the

office of the president, and secretary.

accreditation in the president's office,

certified, in the president's office, and

secretary would be subject to the

accreditation of the faculty, and

Reorganization of the University's

accreditation in the department of the

accreditation by the University's

credibility in the department of the

accreditation, and

accreditation in the department of the

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accreditation, and accredited
of the recommendation in 8.7, 8.7.4.  

The recommendation 9.7-74.  

We recommend that the above proposal be adopted to  
the recommendation in 8.7.  

The recommendation 9.7-73.  

We recommend the above proposal be adopted to  
the recommendation in 8.7.  

The recommendation 9.7-73.  

We recommend the above proposal be adopted to  
the recommendation in 8.7.  

The recommendation 9.7-73.  

We recommend the above proposal be adopted to  
the recommendation in 8.7.
Budget shows a deficit of about 38,000 for the SL College campus.

Even with these disbursements, and assuming other economies, the 1973-74 target would be reduced. In the base budget of certain academic and non-academic divisions, it now necessary to make reductions in the base budget of certain academic and non-academic divisions. Time commitments, so that if the extensive enrollment drop were materialized, down.

Dr. George Campus has been estimated at

Our net income for 1973-74 for the SL College campus has been estimated at

an increase of 2% over the current rate.

For 1973-74 the value of the basic income unit is to be 52,825.

The 1973-74 Target.

Since March 1, 1972 was considered higher than projected.

Because of enrollment, students in the 1972-73 academic year, the enrollment count was increased from 2,100 to 2,400.

The enrollment projections for the SL George Campus have taken into account a shortfall in the current year - we have above 2% less enrollment than had projected.

The enrollment projections for 1973-74 have been projected for the SL George Campus.

Dear (Copy of President's Letter to)

heads of academic divisions

Intervening Rackers
The amount for the Cancer Adversese Fund in your budget is shown at

University of Toronto Faculty Association

Dear President and Provost, after consultation with the
increase as awarded, under which to be administered to the
adequate disclosure of the excellent distribution of such
president and provost to the Office of the Vice-President and Provost.

I refer to the recommendation that, in the distribution of the
Vice-President and Provost; the recommendation to the Office of the Vice- hunting for adequate research, not to be exceeded except after
accompanied by the Vice-President of the University of
in executive, and that the academic department be considered
in our consideration of academic salaries, we have been

读 in part:

1. Every full-time Faculty member is to receive an across-the-board
2. The recommendation of the President's Advisory Committee on the
3. In accordance with the operations and revenues last year from the 1975-76 budget year.

The target budgets for Scarborough and Etobicoke Colleges continued

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-100
Part-time and Junior Staff Members.

Other full-time ranks plus 3% to be distributed on the basis of merit.

The funds provided for academic salary increases include an across-the-board increase of 3% for part-time junior staff members, plus on the funds provided for academic salary increases include an across-the-board increase of 3% for other full-time ranks.

6. The basis of the determination of the amount of the career advancement.

To your discretion.

4. All staff members with salaries of $20,000 or more will be dealt with.

- 19,000
- 26,000
- 24,000
- 000
- 10,000
- 000
- 000
- 17,000
- 000
- 11,000
- 000
- 9,000
- 000

Minimum

Maximum

except in clinical

Maximum

M.D./P.H.A.

PHARMACY

M.P.H.

NURSING
III. Non-Academic Salaries

<table>
<thead>
<tr>
<th>Level</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>$13,900</td>
</tr>
<tr>
<td>II</td>
<td>$20,000</td>
</tr>
<tr>
<td>III</td>
<td>$29,500</td>
</tr>
<tr>
<td>IV</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

Effective as of July 1, 1973, the salary increases have been increased with a general increase of 10% for non-academic positions.

II. Professional Librarians

By the Vice-President and Provost, all needed professional positions, must be approved in every case. You are reminded that these positions are to fill vacant positions in the following categories:

- Associate and Full Professors, and 22,600
- Extension Department Standards, 7,700

Increases in these salaries will be dealt with by the Senate Salary Committee.
Attempts and Attachments

Yours sincerely,

J. R. Evans

[Signature]

President

The University, Ixora, 2213, Room 10, Sydney

... should be shown in the estimates so that the actual amount in which these estimates have been underestimated. Questions in the estimates which may have caused your estimates to be underestimated. Accompanying these problems with your analysis will be presented to provide assurance that the figures are very.

The vice-president and provost, and on the Executive Committee, find that

... your estimates with effect from July 1, 1973, would be welcome. You are authorized to increase your estimates for those for whom you are responsible, for those for whom you are responsible. If your estimates are approved, these estimates will be submitted to the Departmental Committee. You may then submit your estimates as quickly as possible, and in any case, by the 1st of July. Your estimates may be effective on July 1, 1974.

Because the time remaining for the consideration of the 1973-74 Estimates is

... limited to your discretion in your distribution of the amounts allocated to you.

The fact that only 8.3% of the estimates were increased in amount on July 1st, 1974, the provision for 1973-74 may only be considered as additional academic

... are not used for other purposes. The amounts allocated to your discretion in your distribution of the amounts allocated to you.

... not be used for other purposes. The amounts allocated to your discretion in your distribution of the amounts allocated to you.

... your discretion in your distribution of the amounts allocated to you.

... your discretion in your distribution of the amounts allocated to you.
produce a summary hologram by rank.

and under $25,000. In addition, the major difference may be increased to
$100,000 if the larger departments' this should be added between those over

Each academic division may be recommended to

Each academic division may be recommended to the letters

In motivating faculty members of their salary increases, the

In motivating faculty members of their salary increases, the

For this rank will be dealt with on the same basis

A merit increase for a special purpose whose present salary exceeds the maximum

Although it is suggested that merit increases should not normally

After which the normal average increment would be applied to $25,000.

For those within $7,000 of the maximum for their rank the amounts

For those within $7,000 of the maximum for their rank the amounts

After which the normal average increment would be added to $25,000.

A merit increase for a special purpose, whose present salary exceeds the maximum

The presentation for the Career Advancement Fund is calculated

APPENDIX A
SIGNED for Liberty Mutual at Markham, Ontario, Canada, on June 1, 1999.

This Policy is issued by Liberty Mutual Insurance Company (hereinafter called "Liberty Mutual") to the University of Toronto (hereinafter called the "Policyholder") for the benefit of

The University of Toronto

Liberty Mutual Insurance Company

Policy Number: 13999064
Regulates the particular profession.

such authority exists having the proper recognition from the professional institute or association which

by the appropriate authority in the jurisdiction in which the care of services are rendered, or where no

"Licensed", "certified", or "registered" means licensed, certified or registered to practice the profession,

attending physician.

"Hospitalization" means to be admitted to a hospital for more than 24 hours on the recommendation of the

"Inpatient" means a patient continued at a hospital for more than 24 hours on the recommendation of the

"Hospital" means a public hospital licensed under the Public Hospitals Act of Ontario or recognized by the

"Government Plan" means any plan of arrangement provided by or under the administrative supervision

"Employee" means UNIVERSITY OF TORONTO ET AL.

who is a member of a classification stated in the schedule of benefits.

"Employee" means a person who is a resident of Canada, who is actively employed by the Employee and

be considered to be both in eligible expenses and a benefit paid.

the covered person from returning to his or her province of residence to receive such

emergency treatment for diagnosis of a medical condition which (on medical evidence) would

Emergency Medical Services means an acute unexpected or unforeseen illness or injury which required

Emergency Medical Services could be delivered until the covered person returns to Canada.

not immediately required for the relief of acute pain and suffering;

"Emergency Medical Services" means a diagnostic test or service which is used to confirm or rule out the presence

1. Definitions (continued)

GENERAL PROVISIONS
Covered Person (Maximum Four Persons, including the Covered Person). The Transferring Companion means any person who has prepared accommodation or transportation with the Covered Person.
Dispensing fees will be payable up to the maximum amount stated in the Schedule of Benefits.

unless short supply has been given by Liberty Mutual.

(a) that part of any prescription for drugs of medicines which is in excess of a three month supply

(b) smoking cessation aids:

public (P) products, whether or not prescribed:

(a) vitamins (other than prepackaged vitamins), vitamin/mineral preparations, food supplements, and general

No coverage is provided for:

the difference in cost between the generic drug and the brand name drug.

the per prescription dispensing fee, up to a maximum of $2.11.

the S10 deductible for the first $100 of prescriptions.

Income over $24,175:

(b) for a person with an annual income of $16,018, or a combined employee and spouses annual income of $24,175 or less:

Income of $24,175 or less:

(a) for a person with an annual income of $16,018 or less, or a combined employee and spouses annual income of $24,175 or less:

Sanctions and restricting act will be eligible for reimbursement under this Policy.

For a person 65 years of age or older, charges for the following expenses which are no longer payable:

- chemically inducing agents
- single
- needles
- insulin

provided:

Charges for the following diabetic supplies provided by Liberty Mutual is given a receipt or claim from the

Liberty Mutual has the authority to inspect the prescription:

- the name, strength, and quantity of the drug of medicine
- the drug identification number (DIN)
- the prescription number

Liberty Mutual must be provided with the following:

extraordinary preparations provided at least one of the ingredients is eligible as defined.

by a licensed, registered or certified pharmacist, physician, dentist or hospital. This includes

charges for insured allergy serum, drugs and medicines as defined herein and listed in Liberty Mutual

6. DRUGS & MEDICINES

EXTENDED HEALTH BENEFIT
1. For care, services or supplies utilized as treatment of illness or personal injuries, as determined by Liberty Mutual.

2. In connection with reconstructive surgery required to repair or replace tissue damaged by disease or bodily injury.

3. For care, services or supplies which are for primarily cosmetic purposes, except those which are in accordance with connection with dental care or services, except as otherwise provided in this policy.

4. For services provided in a health spa, chronic care or psychiatric hospital or chronic care unit of a general hospital, except as otherwise provided in this policy.

5. For services provided in a health spa, chronic care or psychiatric hospital or chronic care unit of a general hospital, except as otherwise provided in this policy.

6. For services provided in a health spa, chronic care or psychiatric hospital or chronic care unit of a general hospital, except as otherwise provided in this policy.

7. For services provided in a health spa, chronic care or psychiatric hospital or chronic care unit of a general hospital, except as otherwise provided in this policy.

8. For services provided in a health spa, chronic care or psychiatric hospital or chronic care unit of a general hospital, except as otherwise provided in this policy.

9. By a Covered Person for which he or she is entitled to obtain benefits or remuneration under any Government Plan, or which would be provided without charge in the absence of this policy.

10. As a result of self-inflicted injury;

11. For additional, duplicate or replacement appliances or devices, except where the replacement is required as a result of a pathological change, subject to part without approval by Liberty Mutual;

12. While committing or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed;

13. For the completion of claim forms or other documentation;

14. For failure to keep a scheduled appointment or for transfer of medical files;

15. For drugs, narcotics, supplies or appliances which are experimental or which are not approved by the Health Protection Branch of Health & Welfare Canada for use in Canada;

16. For care, services or supplies utilized as treatment of illness or personal injuries, as determined by Liberty Mutual.

EXCLUSIONS

EXTENDED HEALTH BENEFIT

05/23/2002 13:35 FAX: 416 542 5594 ANON CONSULTING
any other situations that may arise;