In the Matter of an Interest Arbitration

BETWEEN:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

(the "University")

AND

THE UNIVERSITY OF TORONTO FACULTY ASSOCIATION

(the "Association")

BEFORE: Eli A. Gedalof, Sole Arbitrator

APPEARANCES

See Schedule "A"

AWARD

INTRODUCTION AND BACKGROUND

1. This is an interest arbitration convened pursuant to Article 6 of the Memorandum of Agreement between the University and the Association (the "MOA"). Article 6 of the MOA governs the negotiation of salary, benefits and workload for faculty and librarians represented by the Association. Where the parties are unable to reach an agreement on these issues, Article 6 provides for interest arbitration before a Dispute Resolution Panel. The parties have engaged in negotiation and arbitration under the terms of a memorandum of agreement since 1977. Much of this history is summarized in my award arising from the prior round of arbitration between these parties in *The University of Toronto and the University of Toronto Faculty Association,* 2023 CanLII 85410 (ON LA) (the "*2023 Award*").

2. By Memorandum of Agreement dated February 20, 2025, the parties appointed me as mediator and interest arbitrator (in place of the Dispute Resolution Panel under the MOA) and agreed to enter into a three-year agreement with a term of July 1, 2023 to June 30, 2026 (the "Agreement"). The terms of the Agreement provide that I will determine all unresolved salary, benefit and workload issues identified by the parties following the conclusion of the mediation process. They also provide that in my initial interest arbitration award, I will not determine any across the board ("ATB") percentage salary increase, including any salary related items that may be subject to an ATB increase, for the year 3 period of July 1, 2025 to June 30, 2026. Instead, any ATB and related increases for the third year of the renewal agreement will be subject to further without prejudice discussions between the parties in the summer of 2025 and, if unresolved, interest arbitration before me.

3. The parties resolved several issues in mediation, including reaching an agreement to substantially alter the grievance and arbitration provisions of the MOA. They were not, however, able to resolve their differences concerning workload, salary, and benefits, i.e., the arbitrable issues under the MOA. The University raises jurisdictional and timeliness objections to several of the Association's proposals. In this award I will outline the parties' proposals and address the University's objections, before summarizing the principles guiding this interest arbitration and addressing the parties' remaining proposals.

OVERVIEW OF ISSUES AND PROPOSALS

Workload

4. As in the prior two rounds of interest arbitration the Association is pursuing, as a stated priority, amendments to the workload provisions that would include a requirement that each unit state a numerical distribution of effort ("DOE") in the Unit Workload Policy and in each faculty member's written assignment of workload. The Association also proposes to enshrine a default DOE if a unit fails to include a numerical distribution of effort in its Workload Policy (40%/40%/20% for teaching/research/service for tenure stream faculty and 60%/20%/20% for teaching stream). It makes a similar proposal for librarians, with a default of 80%/10%/10% for professional practice, research and service. In broad terms, the Association submits that units are already required to determine the balance of workload, and all that it seeks is a requirement that they also state that balance. In the Association's submission, this requirement would constitute a modest and incremental change that would allow faculty members to evaluate and regulate their workloads based on known expectations.

5. The University maintains its longstanding opposition to imposing any kind of requirement to stipulate a numerical DOE, and disputes that this would constitute an incremental or modest change to the existing workload provisions. In the University's submissions, the current workload provisions properly embody five central themes: 1) the autonomy of individual academic units, 2) flexibility, 3) collegiality, 4) transparency and 5) accountability. In short, the University submits that the current provisions, including the amendments ordered over the prior two rounds of interest arbitration, ensure that every faculty member knows exactly what is required of them and can compare their assigned workload to that of their colleagues. It maintains that as found in the *2023 Award,* there continues to be no demonstrated need for the imposition of any kind of fixed or formulaic DOE. Such an imposition, it submits, would be at odds with the principles of local autonomy and the highly fluid and significantly self-directed nature of work in an academic environment such as the University. Ordering such a change, argues the University, would conflict with the established history of bargaining and arbitral awards between these parties.

Salary

6. There are three elements to the Association's salary proposals. First, it seeks special adjustments to the salary minimums for all ranks of Librarian and Faculty, prior to the application of the ATB increases. Second, it seeks ATB increases of 6% and 4.5% for years 1 and 2 of the MOA, to be applied to base salary, salary floors, PTR breakpoints and fund, overload stipends and stipends for UTFA Academic Admin roles. It also seeks to have the ATB increases applied to what it describes as "other components of salary 'at large' (ex. Forgivable loans, stipends for non-Academic Admin chair roles, etc.)." Third, and finally, it seeks to increase and peg the PTR pool to 2.5% of total wages.

7. The University proposes ATB increases of 2% and 1.8% for years 1 and 2 of the MOA. The University agrees that ATB increases should be applied to the minimum per course/overload stipend, base salaries and to salary floors. It also notes that the parties have already agreed that for the July 1, 2024 PTR payment, breakpoints and increments will be increased by any ATB increases for the period July, 2023 to June 2024. It strenuously opposes the Association's proposal to apply those increases to stipends or "other components of salary", which have never been subject to the ATB increases. It also proposes to maintain the existing structure of salary minimums, subject only to the ATB increases. Neither does the University agree to alter the PTR funding model.

Benefits

8. The Association proposes benefit improvements under five headings. First, it seeks to increases the Professional Expense Reimbursement Allowance ("PERA"), and to provide a full allowance for part-time faculty at 50% and above. It also seeks to include tuition fees as an eligible expense. Second, it seeks increases to LTD, Vision, Mental health, and Hearing Coverage, and to eliminate any co-pay for dispensing fees for prescription drugs, in addition to adding language intended to "protect benefit levels" and to remove an exclusion for services previously provided or paid for by the government. Third, the Association proposes to enhance the Child Care Benefit by increasing the age of eligibility for children, the daily, half-day and annual maximums for the program, and the overall maximum for the program. Fourth, the Association makes what it terms a "Benefits (Housing)" proposal, which would impose on the University a variety of obligations to the Association, including but not limited to meetings and disclosure obligations, in relation to housing initiatives for faculty and librarians. And fifth, the Association proposal titled "Housekeeping (Collective Agreements)" would require the parties to develop a shared and accessible online platform to archive all historical and active agreements between UTFA and the Administration.

9. The University disputes that any benefit improvements are required in this round, citing already generous and comparatively favourable terms. It also cites substantial improvements to benefits agreed-to in the last round of bargaining, arising from the anomalous impact of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* ("Bill 124") on bargaining units of high income earners, and the expectation at the time that parties would spend the residual non-wage component of the 1% of total compensation. In the alternative, the University proposes that any benefit improvement awarded should be limited to a $50 increase to the Health Care Spending Account and the introduction of gender affirmation coverage in line with what it has negotiated with other bargaining agents. The University further makes its own proposal to reduce premiums for stop-loss re-insurance by limiting the duration of the emergency travel provision for non-research and study leaves and placing a cap on private duty nursing. In response to the Association's PERA proposal, the University also raises a jurisdictional objection that proposed changes to its travel policy are untimely and outside the scope of interest arbitration.

JURISDICTIONAL OBJECTIONS

10. The University objects to several of the Association's proposals as late-filed and/or outside the scope of permissible subjects for Article 6 interest arbitration.

Housing Information

11. The Association "Housing Benefit" proposal would require the University to meet with the Association three time per year to discuss and receive input regarding housing assistance. It would also require the University to disclose a variety of information, including survey data, housing stock information, loan data, information related to applications and demand and any other related data, and to respond to questions raised by the Association in writing.

12. In the University's submission, this proposal is untethered to any particular benefit proposal and is instead structured as a freestanding and ongoing production requirement, presumably intended to assist with future bargaining proposals. Citing the decision of Arbitrator Teplitsky in *The University of Toronto and University of Toronto Faculty Association,* unreported, December 30, 2002 (the "*Teplitsky 2002 Award*") at pp.8-9, the University argues that such forward-looking requests are not properly within the jurisdiction of an interest arbitrator, particularly as a production obligation that would operate in perpetuity. Further, it submits that information related to the University's use of capital assets to provide housing to faculty and students is not a "benefit" within the meaning of Article 6. Finally, Article 11 of the MOA does not contemplate that the Association can make proposals that would transform an obligation to provide information reasonably requested to address outstanding issues between the parties, into binding production obligations that apply on a go-forward basis. Citing *Governing Counsel of the University of Toronto and UTFA,* unreported, December 14, 2023 (Gedalof)(the "*Production Award*"), it argues that there must be a connection between production sought and documents that "may be necessary for the negotiation of matters pursuant to this Agreement" (paras. 13 and 16). The proposal would also require the University to compile information in a new form, which is beyond the scope of the University's disclosure obligations under Article 11 (see *Production Award* at para 12.).

13. In response, the Association vehemently disputes that its housing proposal is not arbitrable. Housing and access to affordable housing, it argues, is a material benefit to its members. Indeed, in correspondence between the University and faculty offering interest-free forgivable housing loans, the University explicitly advises that it will be reported as a taxable benefit. The Association maintains that its proposal aims to introduce much needed

transparency in the University's housing initiatives and to clarify the Association's role in negotiating a benefit provided to its members.

14. In essence, the Association's proposal seeks to supplement the existing disclosure provisions of the MOA, the terms of which are not subject to interest arbitration. I agree with the Association that the provision of, for example, interest-free housing loans, falls within the broad scope of what may be termed a "benefit". I am not here finding that housing benefits are in-arbitrable. But the essence of the Association's proposal is not to establish a benefit but rather, as the University argues, to create a free-standing and ongoing disclosure obligation, that will assist the Association in future negotiations. This request is not linked to a benefit proposal before me. The parties have bargained specific disclosure obligations related to bargaining under the MOA, but those provisions are not themselves subject to interest arbitration. The Association is free to rely on those obligations in future negotiations, and the parties are free to renegotiate those obligations on agreement. But I do not find it appropriate to amend or augment those obligations under the guise of a benefit proposal here.

Proposal for a Shared Online Platform of Agreements

15. The University objects that the Association's proposal that the parties create a shared archive of all agreements between UTFA and the Administration is not an "unresolved matter relating to salaries, benefits or workload", as required by Article 6(19) of the MOA. Neither was it included amongst the proposals "referred by the parties" in accordance with section 5(a) of the 2023-2026 memorandum between the parties, which expressly limits the proposals that either party can advance to interest arbitration to those that were subject to the without prejudice mediation process giving rise to this arbitration. Finally, even if this matter did fall within my jurisdiction and was properly referred to arbitration, the University maintains that there is no demonstrated need for it, and both parties are perfectly capable of maintaining their own records.

16. While the Association maintains that its proposal is a minor amendment to its proposals and properly a matter of housekeeping, it makes no substantive response to the University's objection that this is not a proposal related to salaries, benefits or workload. However modest the proposal may be, it cannot be awarded unless it falls within my jurisdiction as an interest arbitrator under Article 6.

Professional Expense Reimbursement Allowance (PERA)

17. The Association seeks several amendments to the provisions addressing PERA that are properly before me, and which will be addressed below. However, the University objects that a proposal to change the word "defines" to "outlines" in the PERA HR Article (which provides that the *Guide to Financial Management, Travel and Other Reimbursable Expenses* section "defines" eligible expenses) is neither timely nor within the scope of Article 6 interest arbitration. The University also objects that having failed to pursue this matter in mediation, the Association has failed to put forward any explanation or rationale for this change. Finally, the University submits that the change should not be awarded in any event because it is inaccurate: the guide does in fact "define", rather than merely "outline", eligible expenses.

18. Again, while the Association did not withdraw this proposal, it provided no substantive response to the University's objections, beyond submitting that it was a minor amendment to proposals that were addressed at mediation and was properly included in the list of proposals referred to arbitration. It is therefore unnecessary to decide whether this proposal falls within the scope of Article 6 interest arbitration. The Association has not put forward a compelling rationale for the amendment, or addressed the disconnect identified by the University between the proposed change to the PERA article and the terms of the guide. Even if the proposal falls within my jurisdiction, I would dismiss it on that basis.

GUIDING PRINCIPLES

19. The primary guiding principle in interest arbitration is the principle of replication. This is to say that in fashioning an award, interest arbitrators seek to replicate the outcome that these parties would most likely have reached had they been able to do so in free collective bargaining. This principle is enshrined in Article 6(16) of the Memorandum of Agreement, which provides that the Dispute Resolution Panel, or in this case the arbitrator, "shall attempt to reflect the agreement the parties would have reached if they had been able to agree." Central to the replication exercise is the principle of comparability, discussed further below. Also important are the related principles of gradualism and demonstrated need. In the real world of collective bargaining, breakthrough amendments to critical and freely bargained provisions in the parties' agreement are rare, particularly in a mature bargaining relationship. Such changes may be hard fought and often come at a cost. Interest arbitrators are therefore loath to award such changes absent a compelling demonstrated need.

20. Another important guiding principle is the principle of total compensation, i.e., that one must consider the cost of the bargain as a whole, rather than viewing individual compensation proposals, whether they increase or decrease cost, in isolation. This principle is reflected in Article 6(19) of the MOA.

21. In seeking to replicate a freely bargained outcome, it is critical to maintain front of mind that this is not a subjective exercise driven by the parties' aspirations, strongly held thought they may be. Former Chief Justice Winkler, in his 2006 award between these parties in *Governing Council of the University of Toronto and UTFA,* 2006 CarswellOnt 11578 (the "*Winkler 2006 Award*"), summarized the correct approach as follows (at para. 17):

> [17] There is a single coherent approach suggested by these authorities which may be stated as follows. The replication principle requires the panel to fashion an adjudicative replication of the bargain that the parties would have struck had free collective bargaining continued. The positions of the parties are relevant to frame the issues and to provide the bargaining matrix. However, it must be remembered that it is the parties' refusal to yield from their respective positions that necessitates third party intervention. Accordingly, the panel must resort to objective criteria, in preference to the subjective self-imposed limitations of the parties, in formulating an award. In other words, to adjudicatively replicate a likely "bargained" result, the panel must have regard to the market forces and economic realities that would have ultimately driven the parties to a bargain.

22. Closely related the principle of replication is the principle of comparability. This is to say that interest arbitrators will look to how similarly situated parties settled their agreements, as an objective indicator of what these parties would most likely have done had they been able to reach their own agreement. As Arbitrator Goodfellow put it in his oft-quoted award in *Bridgepoint Hospital,* 2011 CanLII 76737 (ON LA), "comparability puts the flesh on the bones of replication, providing the surest guide as to what the parties would likely have done, in all the circumstances, had the collective agreement been freely bargained" (at para. 4). While the principle is easy to articulate, however, identifying which comparators are most relevant, the relative weight to assign to each in the balance, and determining the import of those comparators in light of the other factors and the parties' unique circumstances, is frequently controversial. Interest arbitrators have often cautioned that replication does not equal duplication, a caution that is apt in this case. There are sectors and bargaining relationships in which pattern bargaining is the norm and comparator outcomes can be definitive, but the university sector, and the bargaining relationship between the Association and the University, are not among them.

23. It should also be recognized that parties frequently seek to "cherry pick" their comparators, or at least the emphasis they place on a given comparator, based on their desired outcome on a given issue in a given round of interest arbitration. A review of the positions taken by these parties across multiple rounds of interest arbitration reveals that they are not immune to this phenomenon. Nonetheless, as I found in my *2023 Award,* citing Justice Winkler, I continue to find that "settlements amongst universities in Ontario and nationally 'whose aims and objectives with respect to the combination of education and research most closely resemble those of the University' (i.e. the U15) warrant particular consideration" (para. 25). The parties' joint commitment to maintaining the University of Toronto as "top of market", discussed further below, reinforces the relevance of these comparators. I note in this regard, however, that while I received extensive salary data across universities nationally, in addition to a summary of post-Bill 124 settlements in the Ontario U15 universities, neither party provided a comprehensive review of faculty collective bargaining outcomes across the sector over an extended period. Further, the combined effect of high inflation in the preceding years, wage restraint legislation, and differences in bargaining cycles amongst comparators, makes "apples to apples" comparisons particularly difficult at this time. The University's settlements with its other bargaining agents are also relevant, although as discussed further below there is no historical pattern of faculty bargaining following other groups on campus.

24. In my *2023 Award,* I addressed at length the impact of economic conditions on bargaining between these parties, and especially the significance of inflation. An exhaustive review of the parties' bargaining history and prior arbitral awards reveals, as I summarized in that award, that "maintaining salaries in relation to inflation has been a preoccupation and highly significant factor for these parties for a very long time" (at para. 89). This review and my analysis are set out at paragraphs 84 to 109 of the *2023 Award*, and I continue to be guided by that analysis here. But while inflation continues to be a major economic consideration, it is not the sole economic consideration, let alone the sole or determinative factor in any given round of bargaining.

25. In this round I must also consider the continuing implications of Bill 124. When Bill 124 was struck down as unconstitutional and ultimately repealed, the *2023 Award* went a considerable distance in addressing its impact on wages going forward. But as discussed further below, Bill 124 also had a major influence on the negotiation of benefits in the prior round of bargaining, except that in the case of benefits it was to the Association's benefit. Unlike its impact on wages, this anomalous effect of Bill 124 was not addressed in the *2023 Award* and warrants careful consideration here.

WORKLOAD

The Proposals

26. The Association proposes to amend Articles 2, 4 and 8 of the University of Toronto Workload Policy and Procedures for Faculty and Librarians (the "WLPP") as follows:

[…]

2.17 **Written assignments of workload.** Each member will be provided with a written assignment of their workload duties on an annual basis that includes the members percentage appointment and details of teaching and service or, in the case of librarians, professional practice and service, by no later than June 30th.

For faculty members, each written assignment of workload shall include the expected distribution of effort (DOE) percentages for each member, which is the balance amongst the three principal components of a member's activities: teaching, research, and service (e.g. 40%/40%/20%;6-%/20%/20%). The expected DOE shall rationally correspond to the member's details of teaching and service. A change to a member's DOE during the term of the workload assignment will only be made with the consent of the member. Any agreed to change to a member's DOE during the term of the workload assignment shall be added to the written assignment as an addendum and co-signed by the member and their unit head.

Where an individual member's assignment is materially different from the unit's workload norms, standards, or ranges, the variation and the reason for it ~~should~~ shall be identified in the individual members written assignment of workload, subject to any accommodation agreements. All written assignments for each Unit will be collected in the Office of the Unit Head and made readily available for review at the request of any member of the Unit or the Association. ~~Provided it is technologically practical to do so the University and UTFA will discuss in joint committee and endeavour to agree on c~~ Copies will be ~~being~~ posted on a unit Internet site or other password-protected website, accessible to UTFA and its members in the applicable unit, subject to any confidential accommodation agreements~~, with a target implementation date of January 1, 2020.~~

[…]

4.0 Establishing the Teaching Component of Normal Workload

The assigned proportion of a faculty member's work will include teaching and preparation for teaching, and the necessary administrative tasks associated with the operation of a collegial environment. The remainder of

a faculty member's working time is self-directed and may consist of research, scholarly, creative, or professional work consistent with the type of appointment the faculty member holds. Subject to any requirements in Article 8 of the MOA and the WLPP, individual units shall determine the balance amongst the three principal components of a faculty member's activities: teaching, research, and service, and state the determined balance in the Unit Workload Policy. If the determined balance is not stated in the Unit Workload Policy, the default balance shall be forty percent (40%) teaching, forty percent (40%) research, scholarly, creative, or professional work, and twenty percent (20%) service for tenure steam faculty members; and sixty percent (60%) teaching, twenty percent (20%) research, scholarly, creative, or professional work, and twenty percent (20%) service for teaching steam faculty members.

[…]

8.0 **Librarians: Additional Provisions**

8.1 Librarian workload is a combination of tasks assigned and tasks determined through collegial interaction and self direction. While the pattern of a librarian's professional activity may vary from individual to individual, the following three activities constitute a librarian's principal responsibilities:

(a) Professional practice for the Library, including teaching that has been requested or approved by a Librarian' supervisor(s) ~~manager~~. In considering the teaching component of normal workload for librarians, relevant factors include the factors set out in Article 4.2, if applicable.

(b) Research and scholarly contributions and creative professional activities, including academic, professional and pedagogical contributions or activities.

(c) Service, which should be broadly understood to include service to the University, Library, and the profession.

If the determined balance amongst the three principal components of workload is not stated in the Librarian Unit Workload Policy, the default balance shall be eighty percent (80%) professional practice, ten percent (10%) research, and ten percent (10%) service.

[…]

8.5 A librarian's written assignment of workload under 2.17 will include the librarian's expected workload distribution, which is the percentage balance amongst the three principal responsibilities of a librarian under 8.1: professional practice, research, and service (e.g. 80%/10%/10%).

The workload distribution of a librarian will be taken into account at the time of the annual performance review and a written record will be retained.

[…]

27. The University, for its part, proposes to amend Articles 2.17 and 3.3 of the WLPP as follows:

2.17 **Written assignments of workload.** Each member will be provided with a written assignment of their workload duties on an annual basis that includes the member's percentage appointment and details of teaching and service or, in the case of librarians, professional practice and service, by no later than June 30th. Where an individual member's assignment is materially different from the unit's workload norms, standards, or ranges, the variation and the reason for it ~~should~~ ***shall*** be identified in the individual member's written assignment of workload, subject to any ***confidential*** accommodation agreements. All written assignments for each Unit will be ~~collected in the Office of the Unit Head and~~ made readily available ~~for review at the request of any~~ ***to*** member***s*** of the Unit. ***Workload letters will be provided to UTFA by August 31 of each year.*** ~~or the Association. Provided it is technologically practical to do so, the University and UTFA will discuss in Joint Committee and endeavour to agree on copies being posted on a unit internet site or other password-protected website, accessible to UTFA and its members in the applicable unit, subject to any confidential accommodation agreements, with a target implementation date of January 1, 2020.~~

…

3.3 Annual workload documents. Each Unit shall prepare, on an annual basis, a Unit Workload Document setting out:

- ***The percentage appointment of each member within the unit***;
- The assigned teaching and assigned service workload for each member in the Unit;
- For each course that a member teaches, the assigned teaching credit, the ***anticipated*** mode of delivery, the ***anticipated*** class size, and the ***anticipated*** level and/or hours of TA support, and any other factor ***(as set out in Articles 4.2 and 5.3 of the WLPP)*** which the Unit Workload Committee determines is a reasonable factor for comparison;
- For each member any teaching release and the reason for it (e.g., pre- tenure course reductions), subject to any confidential accommodation agreements.

The Unit Workload Documents will be provided to all members of the Unit ***by June 30 of each year*** and to UTFA ***by August 31*** ~~June 30~~ of each year.

Association Argument

28. The Association argues that its workload proposals, which it identifies as a top priority, will improve transparency around workload expectations and allow faculty members and librarians to evaluate and regulate their workloads based on known expectations. It submits that as units are currently required to determine the balance of teaching, research and service[1], they ought also to be required to then state what that balance is as a percentage DOE. Where units have in fact determined the balance as required, argues the Association, stating that balance ought to be a matter of housekeeping. It argues that this incremental change to the WLPP will allow faculty members and librarians to better understand the weight of their relative workload assignments and the workload assignment of other faculty members and librarians in their own unit and across departments and faculties. It will provide a "common language", assist the administration in ensuring that comparable work is weighted in the same manner, and allow faculty members to ensure that their workloads align with determined norms, standards, or ranges of their units.

29. In support of its proposal, the Association emphasizes that workload is a matter of primacy to its members, and one of the three areas where the parties have agreed that an impasse in bargaining is not the end point. The Association fought hard to include workload within the scope of interest arbitration and has entered each round with a strong mandate to address workload concerns. Yet in the Association's submission, interest arbitrators have repeatedly remitted the matter to the parties to negotiate, where the University has little incentive to engage over the issue. In the Association's submission, this circularity must end and its current proposal, which it asserts simply builds on the *status quo* and respects the autonomy of the various units, should break this complacency.

30. The Association also argues that there is stronger evidence of demonstrated need for its proposed amendments in this round. The *2023 Award* identified the lack of any workload complaints under the existing provisions as difficult to square with the Association's asserted workload crisis (at para. 134). The Association relies upon 10 grievances filed after that award alleging violations of the MOA and the WLPP (6 Association Grievances, 2

[1] For convenience I will refer to the elements of workload applicable to faculty, but the arguments are equally applicable to the elements of workload for librarians.

Group Grievances, and 2 Individual Grievances) in support of this argument. It maintains that what these grievances reflect is that when the Association and its members attempt to address workload issues under the WLPP, the University resists fulfilling its responsibilities to thwart those efforts.

31. Further, while the Association maintains that there is evidence of a demonstrated need in this round, it argues that such evidence is not necessary where a proposal is both incremental and normative. In its submission, DOE is widely understood in the university sector and is simply a statement of the balance of the core elements of faculty member's or librarian's professional obligations. These core elements, i.e., teaching, research and service, place competing demands on a member's time. Hours of work in academia are almost entirely undefined, but obligations and responsibilities cannot be boundless. A stated DOE, it submits, allows members to frame and organize their time and effort.

32. The Association also submits that the requirement to state a DOE is normative in the sector, and that its current proposal, which includes a default, but which allows individual units to "paint outside of the baseline DOEs", is less prescriptive than prior efforts. It identifies Guelph, Brock, Renison, Laurentian and Huron as universities that state a 40%/40%/20% breakdown, with a 60%/20%/20% breakdown for teaching stream at Brock. Waterloo, it submits, requires the weight between the three principal components to be specified in appointment letters with a default of 40%/40%/20%.[2] Western stipulates an equal balance of teaching and research, which shall be greater than in the area of service. The Association notes that while the University here emphasizes the importance of unit autonomy in resisting centrally established standards, the Association's proposal allows the units to set their own standards and only imposes a default where they fail to do so. Further, in the Association's submission, it is the University that interferes with unit autonomy by discouraging units from including a quantitative breakdown of teaching, research and service, and rejecting proposals from units to include a DOE in their workload policies.

33. The Association argues that its proposal is also consistent with the University's current practices. The University delineates workload on a percentage basis based on percentage appointments, including in circumstances of cross-appointments. The University routinely assigns a percentage value to teaching and service in PTR evaluations. It is unfathomable, in the Association's submission, that faculty should be

[2] I note that the article referenced by the Association in support of this assertion relates to performance evaluation and does not appear to be a workload distribution of effort provision akin to the other comparators that it relies upon and what it seeks here.

evaluated at the end of the year based on a balance of teaching, research and service that was unstated at the beginning of the year.

34. In reply, the Association submits that the University has essentially reiterated its arguments from past rounds, without engaging with the Association's current proposal. The University has not, it submits, explained how the Association's current proposal is inconsistent with the themes that govern workload assignments at the University: i) unit-level autonomy; ii) flexibility; iii) collegiality; iv) transparency; and v) accountability. Neither does the University explain how the Association's proposal is inconsistent with prior awards addressing the Association's prior workload proposals. In the Association's submission, its proposal will still allow for individualized assignments and changes over time, although it proposes that changes to an individual member's assignment should only be made with the member's consent. Stating a DOE, submits the Association, is no more rigid than stating a percentage appointment, and would enhance transparency and accountability. Rather, its proposal will ensure that members know the balance that is the norm for their unit and will know the balance that is unique to their own individualized assignment.

35. Neither, in the Association's submission, has the University put forward a credible explanation for the failure to state a balance of all three core elements of workload. According to the Association, it assumed that the University was already determining a balance, but having done so was simply not stating it. If there was such opposition to articulating a balance of all three components, it asks rhetorically, why is the requirement to determine a balance expressly written into the agreement in the first place. Article 1.2 of the WLPP provides that the University is committed to "[w]orkload allocation that will comprehensively take into account the full scope of activities and expectations of a member of a unit, commensurate with the 3 principal components of a faculty and librarian member's appointment". A "balance", submits the Association, requires assigning a numerical distribution to all three principal components of workload.

36. DOE, submits the Association, is a term of art in the academic sector, that is literally a statement of the balance of the core components of workload that are already standardized in the MOA, the WLPP and across the sector. DOE is a widely recognized concept, it submits, and not a rigid formula as asserted by the University. Stating the balance has no impact on the content of a faculty member's teaching, research or service. Neither does it establish any limit on teaching workload, which the Association maintains is neither its stated nor hidden objective. Further, the Association maintains that its proposal accurately reflects the existing language of the WLPP concerning the responsibilities of teaching and tenure stream faculty, in addition to librarians.

Librarians, it notes, have already incorporated the concept of DOE into their Librarian Workload Policy. Neither, as the University asserts, does the Association's proposal require units to compare workload based on FCEs. Finally, in pursuing its proposal the Association emphasizes that it, and not the University, is the voice of faculty. It does not rest with the University, submits the Association, to suggest that this is not a priority issue for its members and one that they would not bring to impasse in a free collective bargaining environment.

University Argument

37. The University responds that complete transparency around workload already exists, particularly having regard to the amendments made to the WLPP in the prior two rounds of interest arbitration. The current provisions of the WLPP allow every faculty member to know not only their own assigned teaching, service and release, but the assignments made to all their colleagues, and this information can be compared over time. To the extent that the remainder of their workload, i.e. research, is not explicitly spelled out, this is because it is entirely self-directed and is not a specifically "assigned" duty akin to teaching or service. Teaching and service are assigned, the balance is not, and for 15 years there has been no difficulty in establishing workload without expressing a numerical DOE. Implementing a formula that purports to constrain the time and effort faculty chose to allocate to self-directed research, scholarly, creative or professional work, is antithetical to the WLPP. What the Association is proposing, it submits, is a fundamental change to the architecture of the workload provisions agreed to by the parties. That it now seeks to impose this change on a unit-by-unit basis does not alter the fundamental nature of the change the Association is seeking. It submits that such a change, in the absence of any demonstrated need, is far from modest and would offend the principle of gradualism that has informed arbitral intervention to date.

38. In the University's submission the Association places undue weight on the fact that some other universities, though by no means all, particularly among its closest comparators, employ a numerical DOE. These comparators—many of which bear little resemblance to the University of Toronto—cannot, in the University's submission, trump the principle of gradualism and the bargaining history between these parties. The University has, from the outset, resisted the Association's aspirational proposals for a formulaic distribution of effort. It emphasizes the breadth of the University of Toronto's academic programming across 130 units, the many and varied ways those units are structured, and the existing focus on local autonomy in assessing and determining workload. Further, workload has a high degree of

fluidity and may be balanced in comparison to other colleagues over a period of years, militating against a fixed temporal measurement each year. The terms of the WLPP eschew formalistic calculations and University-wide comparisons in favour of greater autonomy to each unit, and unit-level collegiality. The parties' bargaining history, it argues, set out in detail in the University's brief, both through voluntary agreements and arbitral awards, supports only gradual amendments to these provisions over time, largely to promote greater transparency. Absent a pressing and demonstrated need, the University maintains that such a foundational change to the workload provisions must be bargained, and ought not to be imposed through interest arbitration. This approach was confirmed by Arbitrator Kaplan in *The University of Toronto and the University of Toronto Faculty Association,* unreported, June 29, 2020 (the "*Kaplan Award*"), and in my *2023 Award*. In the University's submission, nothing has changed that would support a different outcome here.

39. In response to the Association's reliance on a series of grievances that have been filed since the *2023 Award,* the University maintains that when those grievances are examined more closely, they provide no support for the Association's proposal. None have been litigated and there are no findings that establish a need for a numeric DOE. Five of the ten have been settled on a without prejudice and precedent basis, with no admission of liability. Six of the 10 are Association grievances. Of those, two were settled, two allege a failure to provide written reasons for rejecting a unit workload policy, one alleges a failure to provide sufficient data, and the last alleges procedural and substantive violations of the WLPP but does not relate to any need to establish a numeric DOE. There are two group grievances, both of which were settled. Of the two individual grievances, one was settled and the other alleges a failure to provide adequate administrative support. In short, the University submits that none of the grievances relate to any need to express a percentage DOE. Further, in the University's submission, the WLPP continues to provide a robust workload complaint process and, as in the prior two rounds of interest arbitration, there continues to be a dearth of Workload Adjudications. It continues to be the case, maintains the University, that when workload complaints arise, they are resolved after discussions with the individual who assigned the workload and/or the Dean/Provost.

40. The University also submits that what the Association is really seeking to achieve with its proposal has nothing to do with transparency, but rather to reduce the amount of teaching that is currently assigned to teaching stream faculty. It submits that there is no dispute that many academic units assign a greater teaching load to teaching stream faculty in comparison to their tenure stream colleagues than would be reflected by the Association's default DOE. In addition to offending the principle of replication, it submits, any provision

that would reduce the teaching assigned to teaching stream faculty would have substantial financial implications that cannot be justified on a total compensation basis. Further, it maintains that the comparison of teaching stream and tenure stream faculty responsibilities that underlies the Association's proposal is deeply flawed and inconsistent with the terms of the PPAA, which applies very different standards of assessment between the two streams. It also fails to account for the differing responsibilities between the two streams, which is not limited to a comparison of full course equivalents. In the University's submission, the WLPP already contains provisions that ensure teaching stream faculty have reasonable time to engage in pedagogical/professional development and that ensure that they will not be assigned an unreasonable amount of service in comparison to tenure and tenure stream faculty in the same unit.

41. I note that the University does agree to minor changes to Article 8.1(a) and (b) of the WLPP for librarians, to mirror the language in the *Policies for Librarians* and those changes are reflected in the award below. It does not, however, agree to impose a rigid formula for DOE that would be at odds with the collegially developed *Polices for Librarians*, which recognize the diverse responsibilities of librarians across the system and at various points in a career.

42. In support of its own proposed amendments to the WLPP, the University argues that they are minor and needs-based amendments to address the content and dissemination of workload assignments and annual workload documents. Its proposed changes, it submits, address the following issues: i) workload documents are no longer collected in the Office of the Unit Head, but rather shared using secure technology; ii) confidential information related to accommodation agreements should be protected; iii) including the percentage appointment provides important context when comparing workload assignments; iv) class size, mode of delivery and level and/or hours of TA support are not normally determined by June 30, so should be identified as "anticipated"; v) other factors considered by the Unit Workload Committee should refence the factors set out in Article 4.2 and 5.3 of the WLPP; and vi) additional time should be provided to transmit workload assignments and annual workload documents to UTFA due to technological difficulties experienced in implementing this new requirement from the *2023 Award*.

Analysis

The Association's Proposal

43. This is now the third round of interest arbitration where the Association is seeking a requirement that workload be stated as a numerical DOE. Its

proposals in the prior two round were rejected, but in each case amendments were awarded to provide for increased transparency. Its proposal in this round differs from its prior proposals in that it would allow each unit to determine for itself what the specific numerical distribution ought to be, albeit with an imposed default DOE if they do not. This move is intended to allow for a greater degree of unit autonomy, which was one of the bases upon which the University opposed the Association's previous proposals. Having carefully considered the Association's proposal and the material filed in support of that proposal, however, I find that it must be dismissed for reasons that are substantially similar to the prior two rounds of arbitration.

44. First, I cannot accept that the change the Association is seeking is minor or akin to housekeeping. As the University argues, the phrase "determine the balance amongst the three principal components of a faculty member's activities" has never been interpreted as requiring individual units to determine a percentage DOE. There is nothing before me to support the assertion that this is already required by the current provisions of the WLPP and that the only change the Association seeks to effect is to require the units to now state what they are already doing. Neither has the Association grieved the failure of any unit to determine a numerical DOE.

45. Second, I do not find that the failure to state a numerical DOE undermines the transparency of faculty workload. The current provisions of the WLPP, as amended over the prior two rounds of arbitration, ensure that the assigned workload for faculty (teaching and service) is spelled out and readily available to both members and the Association. The third component is self-directed, and nobody has suggested that a faculty member's unassigned research, scholarly, creative or professional work ought to be spelled out in a workload assignment for comparison to other colleagues, in the way that assigned teaching and service can be compared. As the University argues, the Association has not put forward any basis for concluding that under the current provisions faculty members are incapable of knowing their work assignments or those of their colleagues.

46. Third, I do not find that the failure to state a numerical DOE results in unfairness because members are being evaluated after the fact on a standard that is not being articulated at the outset. There is a distinction between the assignment of workload, on the one hand, and the weight that will be placed on the evaluation of proficiency in each component of workload for the purposes of PTR evaluations, on the other. One could certainly argue that it would be unfair to evaluate somebody against unknown criteria. But such a concern would relate to the transparency of the PTR process, not the transparency of the workload assignment. Arbitrator Kaplan addressed this issue in the *Kaplan Award.* He found that workload is inherently fluid, evolves

within a year and cannot be "rigidly quantified or measured according to units of time". But he also found that "[e]xperience indicates that faculty have a very clear idea of expectations, especially for PTR evaluation" (at p. 6). There is nothing in the materials before me to suggest that this is not still the case. To the extent that the Association points to unit policies that assign a numerical weighting to the evaluation of the core components of workload for the purpose of PTR evaluation, this may speak to the transparency of the PTR process; but it does not reveal a lack of transparency in workload assignment.

47. Fourth, and of particular significance for the reasons addressed in the two prior rounds of interest arbitration, the Association has continued to fail to establish a demonstrated need for change. I addressed this factor in the *2023 Award* at paras. 130-130, as did Arbitrator Kaplan in the *Kaplan Award* at pp. 6-7. A fair reading of both awards reveals that it was not simply the standardized university-wide nature of the Association's workload proposal that was found to constitute a major change to the *status quo*, i.e., one that did not meet the principle of gradualism, and which therefore required a compelling and demonstrated need. Having regard to the bargaining history between these parties, the imposition of a numerical DOE in workload assignment—even allowing that the specific DOE might very from unit to unit—would constitute a significant change, of a kind that is better negotiated by the parties than imposed by a third-party arbitrator.

48. The Association points to ten grievances related to workload as evidence of a demonstrated need. It bears emphasizing that none of those grievances proceeded as workload complaints brought by faculty members under the process provided for in the WLPP. Arbitrator Kaplan noted in the *Kaplan Award* that with approximately 3400 annual faculty workload assignments, there had only been two workload complaints referred to the Workload Adjudicator under the WLPP since 2011 (p.6-7). At the time of the *2023 Award*, no additional complaints had been referred. That continues to be the case today, and I continue to find it difficult to square the lack of any complaints under the existing provisions with a demonstrated need for change (para 134). Further, as the University argues, several of the grievances have been settled and none have been decided. Those that remain outstanding allege various breaches of the workload provisions, but nothing inherent in those grievances speaks to the inadequacy of the provisions themselves, or the need for a numerical DOE. Rather, the Association complains that the University resists following the existing rules, which if true is a matter of enforcement. The Association has not identified a nexus between the substance of those grievances and the specific proposals it seeks to have awarded here.

49. Finally, I do not accept that the statement of a numerical DOE is so normative in the university sector that it ought to be awarded here absent a

demonstrated need. As I noted in the *2023 Award,* reference to a numerical DOE is not unusual in the University sector. But the use of a numerical DOE is assigning workload is far from universal, including among major research universities such as the University of Toronto. The evidence of comparators in the sector is not so consistent as to overwhelm the bargaining history of these parties, and the need to exercise arbitral restraint in re-writing the existing agreement between these parties.

50. Before turning to the University's proposals, I note that there is one element of the Association's proposal that is directed toward ensuring workload transparency, which the University has also included in its own proposal. Under the current Article 2.17 of the WLPP, where an individual assignment is materially different from a unit's norms, the reason for it "should" be identified in the individual member's written assignment of workload. The Association, like the University, proposes to amend the word "should" to "shall". While the University makes this proposal in conjunction with other changes, I find that this modest amendment is consistent with the principles of gradualism and replication, having regard to the parties' history of bargaining increased workload transparency.

The University Proposal

51. Several elements of the University's proposal are common sense changes, consistent with the move toward greater transparency or grounded by a demonstrated need, to which the Association has not put forward any basis for opposition. Including the percentage FTE appointment for each member within the unit in the Unit Workload Document is, as the University argues, essential information in comparing the relative workload of members across the unit. Further, the Association has not contested that mode of delivery, class size and level and/or hours of TA support may need to be adjusted after the initial workload assignment. Including the word "anticipated" before these elements is accurate. Recognizing in Article 2.17 the need to maintain the confidentiality of the sensitive personal information that may be found in accommodation agreements, already reflected in Article 3.3, is also necessary and appropriate, particularly since providing reasons for variation in workload will now be mandatory. Finally, in the digital age, there is no need to collect written assignments in physical form in the Office of the Unit head, provided that they are "readily available" to members of the unit and the Association by other means. Article 2.17 should be updated to reflect this reality.

52. The University has not, however, established a demonstrated need to delay the dissemination of workload documents to the Association. The

University describes several technical difficulties in transmitting these documents to the Association as the basis for delaying transmission by two months. It is not clear at this point, however, whether these are simply "growing pains" in implementing a new requirement or whether there are viable means available to solve these problems. The University has certainly not explained why it ought to take two months longer to make this information available to the Association than it does to provide it to its faculty and librarians. The current provision, while falling far short of the Association's aspirations in the prior round of bargaining, was nonetheless an important and incremental move toward increased transparency. I find it unlikely that the Association would easily forfeit an element of that modest gain in free collective bargaining absent a compelling demonstrated need.

53. Neither has the University established a demonstrated need to include a reference to Articles 4.2 and 5.3 in Article 3.3. It is unclear to me whether the proposed reference to lists of what teaching and service considerations may "include" is, or is not, intended to restrict the scope of "any other factor which the Unit Workload Committee determines is a reasonable factor for comparison". In my view, if there is any lack of clarity around the scope of this reference, absent any evidence that the current language poses a problem, it is better addressed by the parties themselves in bargaining.

SALARY

<u>The Proposals</u>

54. There are 3 elements to the Association's salary proposal.

55. First, it proposes to adjust the salary floors for librarians and faculty members, prior to the application of the first ATB increase. For librarians, it proposes to increase the floor for Librarian I by approximately 12%, to move the floor for each subsequent rank up one step, and to increase the floor for Librarian IV by approximately 13%. For faculty, it proposes to implement a single minimum floor of $120,000.

56. Second, it proposes ATB increases of 6.0% in 2023 and 4.5% in 2024. ATB increases would be applied to base salary, salary floors, PTR Breakpoints, the amount of the PTR fund per FTE below and above the breakpoints, overload stipends, stipends for UTFA Academic Admin roles and "other components of salary 'at large' (e.g. forgivable loans, stipends for non Academic Admin chair roles, etc.)."

57. Third, The Association proposes to increase the PTR pool as follows:

Increase the PTR pool (to 2.5% of total wages), applied proportionately by of (i) upward adjustment to tenure stream, teaching stream, and librarian breakpoints, and (ii) upward adjustment to the amounts per FTE above and below the adjusted breakpoints.

58. The University proposes ATB increases of 2% in 2023 and 1.8% in 2024, to be applied to base salary, per course/overload stipends and PTR breakpoints and increments.

Association Argument

59. In support of its proposal to increase salary floors, the Association submits that the current minimums are entirely inconsistent with the University's status as a leading research university, committed to remaining top of market, seeking to recruit the top librarians and faculty in the world. The published salary minimums lag many of the comparators at some or all ranks, both inside and outside the U15. Neither, it submits, are the current salary floors reflective of reality. Many librarians and faculty, it emphasizes, are already hired above the minimums, and earn more than the floor of the next rank before promotion. Consequently, the Association argues that this is a needed change, with minimal cost[3] that will benefit the lowest paid faculty and librarians. In short, the Association submits that salary floors have been neglected for far too long and that it is time to implement a modernized structure that reflects the University's status as a leader in the sector.

60. With respect to ATB increases, the Association argues that its proposal gives effect to the two principles guiding ATB negotiations between the parties: maintaining the University's top of market standing and protecting salaries against inflation. In the Association's submission, maintaining top of market salaries requires improving all elements of compensation, and not only base salary, PTR breakpoints and overload stipends. The fact that the parties have not previously bargained certain non-wage salary components does not amount to an expansion of Article 6, and it is entirely reasonable for the Association to bargain to protect the value of these elements of salary.

61. Further, the Association submits that using the prior year inflation model as endorsed in the *2023 Award,* the inflation/erosion applicable to the term of the current agreement, based on changes in the federal CPI, is 3.3% (July 1, 2022 to June 30, 2023) and 2.5% (July 1, 2023 to June 30, 2024). The *2023 Award* went part way toward addressing inflation, but wages nonetheless

[3] The Association asserts that increasing the floors for librarians amounts to an increase of 0.04% of total compensation, and for faculty of 0.4% of total wages.

eroded by a further 1.6%, for a total necessary inflationary increase of 7.4%. In the Association's submission, however, ATB increases for 2023 and 2024 should be further adjusted upward by 1.1% and 2.0% respectively to account for the compounded loss of spending power over the five-year calculation period, the "ebb and flow of negotiations between the parties" and increased productivity. On this latter point, the Association submits that productivity in the education sector has increased by some 20% since 2010. It also emphasizes that PTR, which is not equally divided amongst its members and Losses in some years, it submits, should support gains in others.

62. In the Association's submission, the University's proposal for below-inflation ATB salary adjustments is inconsistent with the principles that govern ATB increases for faculty, as addressed in the *2023 Award*. As that award made clear, faculty wages had already suffered further erosion against inflation at the time, and that erosion could be addressed by future increases (para. 108). Further, it submits that the University's claims of inadequate funding for wage increases are inconsistent with its 2024 Financial Report, which reflects a strong financial position. It cites a 2.7% increase in student enrolment, an 8.5% increase in year-over-year revenue and a 10.9% positive net income of revenues before allocations to reserves, totalling $508 million.

63. The Association also submits that as a "top of market" professional group, faculty and librarians should be compared to other leading professional groups, like Toronto police (14.7% over four years) and firefighters (4.75% for 2024).

64. Finally, in support of its proposal to increase the PTR pool to 2.5% of total wages. The Association argues that the PTR pool as a percentage of total wages has eroded over the years, from a high of approximately 3% to its current 1.6%. In the Association's submission, PTR no longer properly compensates members for career progression and demonstrated excellence at market value. The result, it argues, is that the University is using "anomaly adjustments", outside the Article 6 process, to do what PTR is intended to do and in order to retain faculty. It submits that top of market PTR pools in the academic sector are 2.5% of total wages, and the adjustment it is seeking is essential to restore the University to that position. The Association also disputes that its proposal alters the framework for PTR. Rather, it submits that its proposal requires a simple calculation based on total wages, which will prevent further erosion of PTR funding.

University Argument

65. The University submits that faculty and librarian salaries at the University of Toronto are already top of market, exceeding mean salaries at every other university at every rank, and will remain so if its salary proposal is awarded. Further, it maintains that the Association's proposal to apply ATB increases to stipends for "UTFA Academic Admin" roles and to "other components of salary 'at large'" would constitute an unprecedented and unwarranted departure from the well-established practice of these parties over four decades of bargaining, offending the principles of replication, gradualism and demonstrated need.

66. In the University's submission, the "market forces and economic realities", as described in the *Winkler 2006 Award* at para. 17, provide strong support for its proposal. The current fiscal environment poses significant economic challenges for the University that should be reflected in the salary award. Eighty-seven percent of the University's operating revenue comes from student fees and provincial operating grants, all of which are constrained by government policies (including tuition reductions and an ongoing freeze) and market forces. Further, over the past six years it has been growth in international student tuition that has funded increases in faculty compensation. Recently imposed caps on international study permits, combined with other geopolitical challenges that have impacted international student enrolment, mean that revenue from international student enrolment may decline. International student fees, in the University's submission, are no longer a tenable funding source for compensation increases. Compensation increases at the University over the past several years, especially accounting for the post-Bill 124 adjustments, have far exceeded revenue growth, which the University projects at less than 3% in 2025-26.

67. The University's primary argument is that the best guide to replication in this case is to look to the collective agreements it has bargained with its other bargaining agents, including a series of agreements reached with USW, CUPE, OPSEU and UNIFOR that provided for Bill 124 catchup and then 2% and 1.8% increases over the period 2024-2025 or 2025-2026. Citing *Ontario Power Generation*, unreported, May 8, 2023 (Kaplan), the University argues that evidence of freely negotiated outcomes within the same employer are recognized as "the very best evidence of free collective bargaining" (at pp.14-15). The Association, it observes, recognizes the significance of these comparators when it is to its own advantage, but seeks to discount them when it is not. The University, it submits, has provided a broader and more objective view of the relevant negotiating landscape.

68. Neither, the University argues, do inflation-based concerns support the Association's proposals. Applying the retrospective approach to CPI adopted by Arbitrator Teplitsky in *University of Toronto and University of Toronto Faculty Association*, unreported, October 5, 2010 (the "*Teplitsky 2010 Award*") and endorsed in my *2023 Award,* the University submits that inflation has stabilized at 3.27% for the period July 2022 to July 2023 and 2.53% for the period July 2023 to July 2024, far less than the Association proposals of 6% and 4.5%. Further, it has never been the case that increases are pegged dollar for dollar to increases in the CPI.

69. The University submits that its own proposal, and not the Association's, is also supported by broader comparators in the sector, and especially the U15 Group of Canadian Research Universities, including its Ontario universities which have now addressed Bill 124 in one way or another. In comparison to these other universities, faculty at the University achieved favourable and earlier catchup against inflation and Bill 124 constraints, and no further catchup is required. To the extent that Arbitrator Burkett awarded increases of 4.7% and 3.6% for 2024-2025 and 2025-2026 respectively in a final offer selection process at the University of Waterloo, the University submits that this is an outlier reflecting the need for significant catchup in relation to two of that university's comparators, being Queen's University and University of Ottawa. Here, there is no need for catchup as between the University of Toronto and its comparators; the University continues to be the comparator that others are trying to catch. Further, broader public sector comparators such as Police and Fire, it submits, have never influenced outcomes at the University.

70. In response to the proposal to adjust salary minimums, the University argues that salary minimums have far less impact on starting salary than a combination of the relevant unit's budget, candidate-specific factors such as credentials, profile, experience and discipline, and market conditions. There is, it argues, no demonstrated need to adjust salary minimums beyond application of the ATB increases, in circumstances where it has no difficulty recruiting faculty. Further, the Association seeks increases to the salary minimums of as much as 68.95%, offending the principle of gradualism. Neither, it submits, can an additional 0.5% increase in the total salary cost, to the benefit of a relatively small number of individuals who would see outsized increases, be justified from a total compensation perspective. Further, it submits that the proposal to equalize the difference between ranks on the Librarian salary scale is inconsistent with the relative differences between the various ranks.

71. The University submits that the Association's proposed changes to the PTR funding model also offend the principles of replication, gradualism and

demonstrated need, inconsistent with the way these parties have agreed to fund PTR for decades. The only previous proposal of this nature advanced by the Association was rejected in the *Winkler 2006 Award* (paras. 29-30). And while the University submits that the Association's proposal raises several questions about when and how 2.5% of base salary would be calculated and applied to determine the different PTR funds, it also submits that what is clear is that it would constitute a substantial increase in cost that would be ongoing and administratively unwieldly.

Analysis

72. In my view, neither party's salary proposals reflect a proper balance of all the considerations that inform the exercise of replicating a freely bargained outcome. While the University acknowledges broader comparators and economic considerations, it effectively seeks to duplicate the outcomes it has achieved with other internal bargaining agents. These outcomes provide important guidance. They certainly militate against the non-normative increases sought by the Association, which would significantly exceed all internal and external comparators. But there is nothing in the evidence before me to suggest that faculty salaries have historically followed the University's internal comparators. As discussed above, faculty salaries have always been driven by a wider range of considerations, including inflation and faculty salaries at other similar universities.

73. Conversely, the Association overstates the relevance of inflation as discussed in my *2023 Award,* and has effectively relied on inflation, including catch up, to the exclusion of any other relevant consideration. As is reflected in the prior settlements and awards between these parties, wages have generally kept up with inflation over time, but wages and the CPI do not move in lockstep where other factors must also be considered in each round. The Association is correct that my *2023 Award* indicated that to the extent that it had not fully restored wages against inflationary losses in the preceding years, "that erosion can be addressed by future increases…." But the sentence continued, "…if appropriate at that time, as these parties have typically done" (at para. 118).

74. Further, the Association seeks additional increases above inflation both as catch-up and as compensation for the period during which salary increases lagged inflation. The Association's proposal, which includes increases that would be highly non-normative in the sector given the Bill 124 catch up already achieved, is not consistent with the historical "ebb and flow" of inflationary increases negotiated by these parties. Further, I reject the Association's argument that current ATB increases should be augmented,

above and beyond catch up increases, to account for lost earnings in prior years. As Arbitrator Burkett held in his 1982 interest award between these parties, cited in my *2023 Award* at para. 92, prior "sub-standard" agreements are not "a loan which must be repaid in form of salary increases in excess of that required on an application of the criteria."

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

76. This outcome is substantially higher than the University's settlements with its other bargaining agents, reflective of the unique nature of faculty bargaining, but not so far out of touch as the Association's proposal. It is also within the range of outcomes for these years for those of the University's comparators that I have been provided. The University provided the following table which paints a partial picture of faculty bargaining in Ontario around the Bill 124 era:

Post-Bill 124 Settlements and Awards within the Ontario U-15 Universities							
University	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**
McMaster University March 15 2022			Bill 124 1%	Bill 124 1% +$1,050 lump sum	Bill 124 1% + $1,330 lump sum		
Queen's University March 1, 2023			3.5%	3%	3%		
University of Waterloo Reopener May 29, 2023			Bill 124 1% + 2% for those employed on May 1/21 – paid	Bill 124 1% + 2% for those employed on May 1/21			

Burkett Award April 12, 2024		Bill 124 1%	on April 30, 2023 - or – + 1% for those employed on May 1/22 paid on April 30, 2023	+ $2,500 one-time-only payment not to base - or - + 2% for those employed on May 1/22 + $1,250 one-time only payment not to base	4.7%	3.6%	2.2% + reopener
Western University June 30 2023			Bill 124 1%	Bill 124 1% + 2% + $1,750 lump sum*	Bill 124 1% + 1%	2%	
University of Ottawa October 5, 2023		Bill 124 1% + 1.25%	Bill 124 1% + 2%	Bill 124 1% +2.25%	2.5%	2.5%	
University of Toronto	Bill 124 1%	Bill 124 1%	Bill 124 1% + 7%				

77. As can be seen, faculty at McMaster do not appear to have reconciled with the impact of Bill 124. Conversely, faculty at Queen's, who were not subjected to a Bill 124 moderation period, received the same 6% over two years that I am awarding here, albeit staged less favourably. I note that those years were preceded by a 3.5% increase, which is close to the equivalent of a single year of the 10% over 3 years awarded in the *2023 Award,* although a true "apples to apples" comparison would require looking further back at Queen's settlements. Faculty at Waterloo received a substantially larger increase in the 2024/2025 year at 4.7%, followed by an increase of 3.6% in the subsequent year. But even putting aside the University's argument that this was part of a catch-up award in relation to Waterloo's closest comparators, faculty at Waterloo also received a smaller Bill 124 catch up increase in the prior years than did the Association's members. Faculty at the University of Ottawa received 3.25% and 2.5% over the same two years, although I note that the first of those increases was catch-up in the last of the University of Ottawa's Bill 124 years. Faculty at Western received 3.00% plus a lump sum of $1,750 in 2023/2024 and 2% in 2024/20235, but without having received inflationary catch up comparable to the *2023 Award*. In the

aggregate, these comparators militate against providing full inflationary catch-up in the first two years of this agreement but support an outcome that exceeds the 2% and 1.8% increases proposed by the University.

78. I have also considered the University's financial circumstances. It has not put forward a formal "inability to pay" argument. Neither is there evidence that it is in dire financial circumstances that would warrant faculty salaries suffering further inflationary erosion. But there can also be no doubt, as detailed in the University's brief, that changes in government policy have placed it under new and increasing financial pressure. This consideration also militates against awarding further inflationary catch-up at this time.

79. I also find that these ATB increases should be applied to base salary, salary floors, per course/overload stipends and PTR breakpoints and increments, as is typical of these parties. The Association's proposal to apply ATB increases to "other components of salary 'at large' (e.g. forgivable loans, stipends for non-Academic Admin chair roles, etc.)" is ill defined, would constitute a major breakthrough and would increase total compensation by an unquantified amount. It is highly unlikely the parties would agree to such a proposal in free collective bargaining.

80. The Association's proposals to alter the PTR funding model in perpetuity, and to alter the structure of salary minimums would also constitute breakthroughs that would significantly increase total compensation beyond an amount I find is warranted at this time, having regard to the factors discussed above. The parties do have a history of making periodic improvements to PTR funding, but the Association is here seeking an improvement at interest arbitration that far exceeds what it has achieved in bargaining to date. On the evidence before me, the ATB increases awarded here (including increases to salary floors and PTR increments and breakpoints) will ensure that the University maintains its standing at the top of the market. As Chief Justice Winkler held in the *2006 Winkler Award,* what is required is to ensure that "the total compensation package available to those faculty members and librarians is sufficient to place them at the top of the market…" (at para. 6). This does not require, as the University argues, that every individual element of compensation that makes up that total compensation package exceed every individual element of compensation at each of the University's comparators. It is certainly relevant to the replication exercise that some of the University's comparators fund PTR pools at a higher proportion of total salary. It is also relevant that salary floors appear to be anomalous in comparison to other universities where faculty generally earn less money. But these considerations are not sufficient to overwhelm those factors, including consideration of total compensation, that militate against awarding these proposals at this time.

BENEFITS

The Proposals

81. The Association's benefit proposals can be summarized as follows:

- PERA:

  i) include tuition fees as an eligible expense;
  ii) freeze administrative guidelines to protect existing levels of benefits and/or services;
  iii) provide parity for full-time and part-time faculty >=50% and full-time and part-time librarians;
  iv) increase PERA amounts on an annual basis by the rate of inflation; and,
  v) increase amounts as follows:

  Pre-tenure faculty, pre-promotion teaching stream, full-time continuing pre-permanent status librarians
  • _**Full-Time -** $2,000 ***$2,530***
  • _**Part-time** (>=50%) **-** $1,600 ***$2,530***
  • _**Part-time** (20% to 49%) - $1,000 ***$1,265***

  Tenured faculty, continuing teaching stream, all other librarians, contract-limited term assignment (CLTAs), limited-term lecturers
  • _**Full-Time** - $1,700 ***$2,151***
  • _**Part-time** (>=50%) - $1,360 ***$2,151***
  • _**Part-time** (20% to 49%) - $850 ***$1,075***

- LTD: Increase maximum earnings covered to $250,000 and increase annually in accordance with cost of living.

- Protecting Benefit Levels: The Association recognizes the University's responsibility to administer the benefits plan, provided the level of benefits and/or services to members will not be negatively impacted.

- Extended Health and Dental Plan: All improvements extended to retirees

- Vision: Expand coverage for ophthalmologist and increase glasses coverage to $1000 every 24 months and Eye Examinations to $125 every 18 months for all plan members, subject to amounts payable by OHIP.

- Eligible Benefits: Delete exclusion for services or supplies previously provided by any government body or agency.

- Paramedical Services: Increase mental health to $10, 000 and add the following: Paramedical service providers accessed by members through the Health Care Spending Account are presumed eligible for reimbursement up to the maximum entitlement for paramedical services under the Schedule of Benefits.

- Prescription Drugs: eliminate co pay/fee cap on dispensing fees.

- Hearing Aids: increase coverage to $4,000 per ear, up to $8000 every 36 months.

- Child Care Benefit: Increase eligibly age to 12, increase reimbursement rate to 100% up to $40 per day per eligible child and $20 per half day, to maximum of $4000 per child, prorated to FTE, and increase maximum for all faculty and librarians to $2,000,000.

82. For its part, the University proposes two changes to reduce "Stop-Loss Charges":

i) restrict deluxe emergency travel provision to travel up to 60 days, except for research and study leaves beyond 60 days where OHIP coverage continues; and,

ii) Cap private duty registered nursing services at $10,000 per person.

83. Further, while the University opposes any benefit improvements in this round, it does not object, on a without prejudice and precedent basis, to extending any applicable improvements to extended health and dental to retirees.

84. In the alternative to its position that no benefit improvements ought to be awarded, the University proposes to increase the Health Care Spending Account from $650 to $700, with pro-rated increases for faculty and librarians who hold appointments on the date of the award of at least 25% FTE and less than 100% FTE. The University also proposes to introduce gender affirmation coverage to reimburse eligible expenses, subject to conditions and reasonable and customary limits of $5000 per claim and an overall lifetime maximum of $10,000.

Association Argument

85. The Association submits that it has proposed rational and incremental changes to the benefit plan. It acknowledges that the prior round of bargaining included significant benefit improvements but maintains that continued and incremental increases in benefit coverage are the norm. It emphasizes that as part of a three-year agreement, it ought not to be denied continued progress for such an extended period. A failure to address benefits over this term means that many of those benefits will lose value.

86. With respect to PERA, it submits that part-time faculty with significant teaching and administrative responsibilities have similar expenses to full time faculty, and there is no principled reason to deny them the same benefit. It also submits that just as expenses rise with the cost of living, so should PERA, and it ought not to be necessary to bargain these increases in each round of negotiations. It cites Waterloo as a comparator where PERA is indexed to inflation. Further, the Association submits that PERA amounts have fallen behind several other Ontario universities and that an increase is plainly required. It also argues that including tuition as an eligible expense will enrich faculty contributions to the University and assist faculty in remaining current in their field/discipline and in meeting their professional obligations.

87. In support of its LTD proposal, the Association also submits that maximum earnings under the plan have not been increased since 2016 and no longer reflect the current salaries of most members. Most faculty earn above the minimum. Several Ontario Universities have higher maximums[4], and the Universities of Saskatchewan and Manitoba have no maximums. Further, plans at several other universities provide for annual cost of living adjustments, and the Association submits that it is unacceptable that the sector leading university should have a continually depreciating LTD benefit.

88. With respect to its "Protecting Benefit Levels" proposal, the Association submits that this is effectively a housekeeping change to formalize what ought to be an uncontroversial principle: the University cannot exercise its administrative authority, or contract out that authority, in a manner that diminishes negotiated benefits. It cites several other university sector agreements that it asserts contain provisions to this effect.

89. The Association also submits that the principals of replication and comparability support incremental increases to vision, mental health, prescription drug dispensing fees and hearing care coverage. It argues that these are essential benefits for faculty members that have eroded with

[4] Trent ($156, 000), TMU ($168,000) and Waterloo ($192, 454)

increases in the cost of living and have fallen below many of the University's comparators. It also submits that its proposed improvements to the childcare benefit are necessary to extend coverage for children for the duration during which they require supervision, and to reflect the cost of childcare in the GTA. It points to Queen's University as a comparator with a superior benefit, encompassing before and after school programs and camps for children ages 7-12, and providing an annual benefit of $2,250.

90. Finally, it submits that its proposal to eliminate the exclusion for benefits that cease to be covered by the government is a common sense and minor amendment that will ensure continuity of coverage for its members.

91. In response to the University's reliance on internal comparators, the Association argues that it is not in competition with "other employee groups" at the University. Benefits for faculty and librarians are tailored to meet their own unique needs, in an environment where the University competes with other leading universities.

University Argument

92. The University's primary position is that no benefit improvements are warranted in this round of bargaining. The existing benefit plan, it submits, already compares favourably to both internal and external comparators. It argues that the plan is particularly favourable and costly in extending a full slate of benefits to retirees, producing a large and unfunded liability. Faculty and librarians are the only employee group at the University that has maintained this level of retiree benefits. The plan also provides a health care spending account to active members that can be used to supplement the already favourable slate of benefits.

93. Central to the Univrsity's argument is its position that the anomalous effect of Bill 124 resulted in improvements to the benefit plan in the prior round of bargaining that far surpassed what the Association could have expected to achieve under normal bargaining circumstances. These gains included: i) adding marriage, family therapists and addiction counsellors to the mental health benefit and increasing the annual maximum from $3000 to $7000; ii) adding laser eye surgery and increasing vision care from $450 to $725 every 24 months; iii) increasing Major Restorative Dental from $2,800 to $5,000 annually; iv) increasing Orthodontics Coverage to 75% and lifetime coverage to $5000; v) increasing annual paramedical coverage from $1,250 to $5,000 and vi) increasing coverage under the Dependant Scholarship Program from 50% to 65% of fees for 5 courses.

94. In the University's submission, faculty mental health benefits already far exceed the benefits available to every internal comparator and every other U15 University, and exceed the amounts recommended by the Canadian Psychological Association. Further, very few plan members reach the existing maximum, and those employees have access to their HCSA to help with these costs. There is, it submits, no objective comparison to be made to front-line emergency service employees, some of whom do have a superior benefit. It also argues that caps on dispensing fees are common, practices very across the sector, and internal comparators cap fees at either $6.50 or $7.50; none have eliminated caps. The existing hearing aid benefit is best among internal comparators and substantially better than almost all the U15 comparators. The existing vision care benefit is also superior to most, and the University identifies errors and omissions in the Association's comparator data, which in any event it discounts as outside of the U15. Further, most comparators do not have a childcare benefit, and among those that do all but one have an age limit of 7. And while three of those comparators have higher annual per-child maximums, they have lower overall caps on spending, and the University submits that the Association's proposal should be rejected considering total compensation costs.

95. Neither, in the University's submission, is there any basis for committing the University to cover future delisted services. This proposal is non-normative and unquantifiable, and the parties have a history of successfully bargaining to address services that have been delisted in the past.

96. In response to the Association's PERA proposal, the University submits that it would be costly and non-normative. To the extent that some comparators provide for greater allowances, this must be viewed in light of total compensation. The proposal to include tuition as an eligible expense is contrary to the purpose of PERA and highly non-normative amongst the U15. PERA must also be considered within its full context, including the fact that it provides for unlimited carryover (unlike many of its comparators) and that as a major research university, PERA is but one source of funding available to faculty among numerous internal and external funds and grants. There is currently approximately $24.1 million in accumulated unused funds in PERA accounts, and the majority of eligible faculty and librarians have balances of $3,000.00 while some 45% have accumulated over $6000. In this light, the University submits that the Association's proposal to expand the scope or cost of PERA should be rejected. Neither, it submits, is there any basis for linking PERA to inflation, in circumstances where the parties have always treated periodic increases as an element of total compensation in bargaining. I note, however, that the University has confirmed that faculty members with at least a 20% FTA appointment are already entitled to PERA.

97. In the alternative, the University proposes to increase the HCSA from $650 to $700, with pro-rated increases for faculty with at least a 25% FTE on the date of the award. In the University's submission, the HCSAs are widely used and provide an immediate, flexible and cost-effective benefit to employees.

98. The University also submits that its proposal to introduce gender affirmation coverage should be awarded. The University has negotiated this benefit with several other bargaining agents and submits that offering faculty and librarians the same benefit is an important objective that reflects a commitment to equity, diversity and inclusion. In support of its proposal to reduce stop-loss charges, the University submits that its proposal will reduce premiums paid by faculty members and the librarians and the University, while minimally impacting benefits.

Analysis

99. Benefits and benefit improvements must be considered in the aggregate and viewed as a matter of total compensation. It will almost always be possible to identify one or more comparators with a superior or inferior benefit in one or more area, and it is essential to guard against "cherry picking". Where a given benefit level has fallen below comparators this can certainly support an improvement. But differences in various benefit levels across comparators may also reflect the parties' differing priorities over time. The Association's argument that it must be top of market for every individual benefit is not tenable, and there is nothing before me to suggest that the "top of market" principles has been applied in this way in either voluntary settlements or arbitrated outcomes between these parties.

100. In assessing the benefit proposals in this round, I also accept the University's argument that the prior round of bargaining included an unusually large total package of benefit improvements. The improvement to paramedical coverage stands out as exceptional. That breakthrough enhancement was accompanied by very significant improvements in mental health coverage, in addition to vision, dental care and the dependant scholarship program.

101. I also accept the University's argument that underlying these improvements was an anomalous and clearly unintended effect of Bill 124. Bill 124 capped both wage and total compensation increases at 1% per year. The difference between 1% of wages and 1% of total compensation, i.e., the residual amount of 1% of total compensation left after subtracting the cost of increasing salaries by 1%, was the maximum amount that could be directed toward benefit improvements under Bill 124. While the calculation of this

amount could be complex and controversial, the bottom line is that large employers of comparatively high-income earners, like the University, tended to produce proportionally higher residual amounts than employers of low-income earners.

102. Further, because ATB increases were so significantly and artificially supressed under Bill 124, parties in free collective bargaining and interest arbitrators alike were generally compelled to spend the entire available residual amount. Interest arbitrators were required to try and replicate free bargaining under Bill 124 but sought to do so under highly artificial constraints. Under these conditions, to put it bluntly, it was simply inconceivable that employers in free collective bargaining would not "overpay" on benefit improvements in order to attain the "deal of a lifetime" on the far more costly matter of wages. Both voluntary settlements and interest awards reflected this reality. The challenge this approach presents in replicating free bargaining in the current round is that after Bill 124 was struck down as unconstitutional and repealed, the *2023 Award* rejigged the balance, increasing wages well beyond 1% per year, while leaving the negotiated benefit improvements in place. It is this anomalous outcome and its implications for total compensation that underly the University's primary position that there ought not to be any further benefit improvements in this round.

103. I agree that the substantial benefit improvements negotiated in the prior round must be accounted for in this round. Considering recent improvements to vision care, which render it best amongst the U15 and substantially superior to any other group on campus, I find it unlikely that the parties would agree to further improvements at this time in free bargaining. Neither would I award the Association's proposal to cover de-listed services or to index PERA to inflation. Both would bind the parties now to future increased and unquantified benefit costs, where there is a long history between the parties of bargaining such improvements as part of total compensation (see *Winkler 2006* at para. 37). Neither proposal is normative in the sector. The current mental health benefit is also best in class by a substantial margin, and there is no evidence that university faculty and librarians are comparable to first responders in this regard. Similarly, the current hearing care benefit is superior to almost every comparator.

104. However, while the wide-ranging superiority of the current benefit entitlements and the substantial improvements achieved in the prior round militate strongly against the extensive improvements sought by the Association, I find that some incremental improvements are nonetheless appropriate. Primary among my considerations in this regard is that this is a three-year agreement. Given the timing of this award, benefits have already

remained unchanged for two years. Further, if the quantum of benefits such as PERA or LTD maximums are not periodically and incrementally increased their value will erode over time. Both benefits have remained static over multiple rounds of bargaining. Both also lag many of the external comparators. It is reasonable to expect some movement on these benefits over a three-year agreement, even allowing for above-normative increases to benefits in the prior round and for ATB increases this round that largely consume the available total compensation. Finally, I find that the University has not put forward a compelling basis for awarding its cost-saving measures.

AWARD

105. All proposals not specifically addressed are deemed dismissed. For all the reasons set out above, I award as follows:

1. **Wages**

   Effective July 1, 2023-ATB increase of 3.5%
   Effective July 1, 2024-ATB increase of 2.5%

   ATB increases are retroactive and applied to base salary, salary minimums, per course stipends/overload and PTR increments and break points.

2. **Benefits**

   Effective September 1, 2025, increase maximum earnings covered under the LTD plan to $200,000.

   Effective July 1, 2025-Increase PERA as follows:

   Pre-tenure faculty, pre-promotion teaching stream, full-time continuing pre-permanent status librarians
   - **_Full-Time -** ~~$2,000~~ **$2,350**
   - **_Part-time** (>=50%) **-** ~~$1,600~~ **$1,885**
   - **_Part-time** (20% to 49%) - ~~$1,000~~ **$1,175**

   Tenured faculty, continuing teaching stream, all other librarians, contract-limited term assignment (CLTAs), limited-term lecturers
   - **_Full-Time** - ~~$1,700~~ ***$2,000***
   - **_Part-time** (>=50%) - ~~$1,360~~ **$1,600**
   - **_Part-time** (20% to 49%) - ~~$850~~ ***$1,000***

3. **Workload**

Amend 2.17 and 3.3 of the *WLPP* as follows:

2.17 **Written assignments of workload.** Each member will be provided with a written assignment of their workload duties on an annual basis that includes the member's percentage appointment and details of teaching and service or, in the case of librarians, professional practice and service, by no later than June 30th. Where an individual member's assignment is materially different from the unit's workload norms, standards, or ranges, the variation and the reason for it ~~should~~ ***shall*** be identified in the individual member's written assignment of workload, subject to any ***confidential*** accommodation agreements. All written assignments for each Unit will be ~~collected in the Office of the Unit Head and~~ made readily available ~~for review at the request of any~~ ***to*** member***s*** of the Unit or the Association. ~~Provided it is technologically practical to do so, the University and UTFA will discuss in Joint Committee and endeavour to agree on copies being posted on a unit internet site or other password-protected website, accessible to UTFA and its members in the applicable unit, subject to any confidential accommodation agreements, with a target implementation date of January 1, 2020.~~

…

3.3 Annual workload documents. Each Unit shall prepare, on an annual basis, a Unit Workload Document setting out:

- ***The percentage appointment of each member within the unit***;
- The assigned teaching and assigned service workload for each member in the Unit;
- For each course that a member teaches, the assigned teaching credit, the ***anticipated*** mode of delivery, the ***anticipated*** class size, and the ***anticipated*** level and/or hours of TA support, and any other factor which the Unit Workload Committee determines is a reasonable factor for comparison;
- For each member any teaching release and the reason for it (e.g., pre- tenure course reductions), subject to any confidential accommodation agreements.

The Unit Workload Documents will be provided to all members of the Unit and to UTFA by June 30 of each year.

…

8.0 Librarians: Additional Provisions

…

(a) Professional practice for the Library, including teaching that has been requested or approved by a Librarian's ***supervisor*** ~~manager~~. In considering the teaching component of normal workload for librarian, relevant factors include the factors set out in Article 4.2, if applicable.

(b) Research and scholarly contributions ***and creative professional activities***, including academic, professional and pedagogical contributions or activities.

…

CONCLUSION

106. I remain seized with the respect to the implementation of this award.

Dated at Toronto, Ontario, this 3rd day of July 2025.

"*Eli Gedalof*"

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Eli A. Gedalof, Sole Arbitrator

SCHEDULE "A"

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