

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

4.1.1 Durée La présente convention entrera en vigueur à sa ratification par les parties et prendra fin le 30 avril 201~~4~~6.

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

Section 40.3

*~~Severance pay and~~ Transition to Retirement

40.3.1 — Severance pay

~~A member who has attained the age of 60, or whose age plus actual Credited Service is equal to 90 or more, and retires prior to the normal retirement date set out in the University of Ottawa Pension Plan, provided she does not retire prior to the completion of her scheduled teaching duties in a given term, is entitled to compensation for long service, to be referred to as *severance pay*, equal to \$800 [effective for those retiring on or after 30 April 2009] times the number of years (or parts thereof) of regular full-time service with the employer times the number of years (or parts thereof) remaining between the actual date of retirement and the normal retirement date for the member, this last number not to exceed 5.~~

40.3.2~~1~~ Transition to Retirement

~~**40.3.2.1** — A member who is eligible to retire and to receive the benefit under subsection 40.3.1 may, instead of retiring in accordance with 40.3.1, opt for the transition to retirement benefit set out in this subsection. The overall value of the transition to retirement benefit shall be equal to the value of the severance benefit under subsection 40.3.1, as calculated at the effective start of the transition period chosen by the member. The value of the severance payment calculated under this paragraph 40.3.2.1 will be applied pursuant to paragraphs 40.3.2.6 and 40.3.2.7. The start of the transition period shall not be prior to the completion of her scheduled duties during a given term, it being understood that this applies to the terms ending on or about April 30, August 31 and December 31.~~

~~**40.3.2.2** — A member who has attained the age of 65, or whose age plus actual Credited Service is equal to 88 or more, may opt for a transition to retirement.~~ Upon the request of the member, ~~under this subsection 40.3.2,~~ when such a request is made to the dean, ~~instead of receiving the severance payment under subsection 40.3.1,~~ she shall be entitled to a reduction in workload of up to 50%, in the same manner as would be applicable under article 30, as modified by this subsection, for a period of up to ~~three~~ **two (2)** years ~~but~~ ending no later ~~than the age of 69~~ **than the age of 69** ~~than the member's normal retirement date.~~ The member will include in her request to the dean her choice of the duration, proportional reduction of workload and salary to be received ~~each year of~~ **during** the transition period.

~~**40.3.2.3**~~ **40.3.2.3~~2~~** Both the percentage reduction (to a maximum of 50%) and the transition period (of up to ~~three~~ **two (2)** years) shall be at the option of the member, provided the reduction in workload is proportional across all components of the member's workload.

~~**40.3.2.4**~~ **40.3.2.4~~3~~** The member's retirement date shall be at the termination of the transition period; the application under subsection 30.2.1 shall be accompanied by a statement to that effect which shall be

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

included in the reduced workload agreement; this commitment to retire shall become irrevocable once the reduced workload agreement has been signed pursuant to paragraph 30.2.2.2.

40.3.2.54 Notwithstanding 30.2.1(e), the application shall normally be delivered to the member's dean no later than six **(6)** months prior to the start of the transition period. The member's request shall be approved **automatically** by the employer and paragraph 30.2.2.1 shall not apply.

~~(Note: For members choosing this benefit in the period immediately following ratification, the parties have agreed that the following will apply:~~

- ~~1. For those who wish to avail themselves of this provision beginning 1 Jan 2010, the notification deadline will be 1 Sept 2009.~~
- ~~2. For those who may wish to begin the transition program before the start of the Sept 2009 fall term, the notification should be as far in advance as possible (e.g. end of June) and any such requests would be dealt with on a case by case basis and would depend on what courses they were scheduled to teach in the fall and whether it would be feasible to accommodate a change.)~~

~~**40.3.2.6** — During the transition period, the member shall be entitled to receive a supplement to her regular salary, equal to a proportion of the value of the benefit under 40.3.2.1, in order to increase the salary to a level chosen by the member; the supplement received in total during the transition shall not be more than the total value of the severance allowance calculated in accordance with 40.3.2.1; further, at no time shall the member receive more than 100% of her nominal salary. The annual supplemental amount may be adjusted at the option of the member once per academic year, in which case, subsequent amounts will be modified to ensure the total amount is not greater than the overall amount calculated under 40.3.2.1.~~

~~**40.3.2.7** — Upon retirement at the conclusion of the transition period, the member shall receive any remaining balance of the value of the severance benefit calculated in accordance with paragraph 40.3.2.1 that has not been applied pursuant to paragraph 40.3.2.6, it being understood that the overall value of the severance benefit shall be calculated as of the start date of the transition period. This remaining payment shall be treated as a severance payment under subsection 40.3.1, with any rules or procedures applicable to the manner of payment of the severance benefit applying at that time.~~

~~**40.3.2.8** — Subsections 30.3.1 and 30.3.2 do not apply to this transition to retirement benefit~~

40.3.2.95 With respect to the application of section 30.4, it is understood that:

- a member does not accumulate academic leave credits during the transition period;
- a member continues to participate in the University of Ottawa Pension Plan, with the member **contributing on the basis of her regular salary** and employer ~~each~~ contributing

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

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- on the basis of the ~~member's nominal salary~~ **differential between the regular and nominal salary level of the member**, and the member receives credit for full years of service, subject to Canada Revenue Agency limits.
- (c) all other employee benefits continue in force with the benefit level determined by the member's nominal salary, ~~and the employer and~~ member **contributing on the basis of her regular salary, where applicable, each contribute on the basis of the member's and the employer contributing on the basis of her** nominal salary **plus the premium differential between the regular and nominal salary level of the employee.**

40.3.2.106 A member may choose to retire prior to the end of the transition period, in which case **benefit coverage offered in 40.3.2.5 (b) and (c) ceases immediately upon the effective date of retirement.** ~~she shall be entitled to receive the balance of the value of the severance payment, with 40.3.2.7 applying mutatis mutandis.~~

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

APPENDIX C

*C.1 In the event that after negotiating in good faith the parties are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement together with any new proposals thereon, ~~other than those dealt with in section 40.8,~~ for the duration of two years unless a longer period is agreed to by the parties~~year 1 May 2001 to 30 April 2002,~~ and provided that all other matters have been either agreed to be set aside or resolved and mutually agreeable provisions for inclusion in a collective agreement have been executed by both parties, either party may serve upon the other party a written notice that it desires to submit such matters remaining in dispute to binding consensual arbitration and such notice shall contain the following particulars:

- (a) a statement of the serving party's views as to which matters concerning compensation and benefits properly are to be resolved by the board of arbitration and the serving party's final offer on those matters; and
- (b) the name of the serving party's nominee to the board of arbitration.

For the purpose of such arbitration, this clause C.1 shall, to the extent necessary, constitute the "submission" required by the *Arbitration Act* and the provisions of the said Act shall be applicable.

*C.7 The board of arbitration shall use in its decision choose one party's entire submitted final offer of settlement or mediation / arbitration to determine all matters of compensation and benefits which remain in issue and shall not have the jurisdiction to decide upon any other matter. ~~or in any other way alter, modify, amend or change the final offers of settlement submitted by the parties.~~ Notwithstanding the above, where the parties fail to agree upon which matters of compensation and benefits remain in issue at the time of referral to arbitration, the board of arbitration shall have the power to determine which ~~matters of~~ compensation and benefits matters remain in issue-dispute~~and are to be resolved by the board.~~

*C.12 The parties will draw up a list of persons who may be selected as chair of a board of arbitration pursuant to C.4. The list may be amended by agreement of the parties from time to time as required.

NOTE: the list of arbitrators must be updated.

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

40.8.1 Parking

*40.8.1.1 There shall be a University of Ottawa Parking Committee (OUPC), ~~whose membership is described~~ as follows:

(a) Membership: The OUPC shall comprise of no less than 2/9ths of its members appointed by the Association and of a maximum of 1/3 representing management, appointed by the employer, ~~including the director of Protection Services~~, one of whom shall act as chair.;

~~(b) — at least 2/9ths are persons appointed by the Association;~~

~~(c) — the balance are persons representing and appointed by the other user groups, namely, the SFUO and the unions or associations representing employees other than APUO members.~~

~~The method of operation of the Committee shall be established by the Committee, it being understood that the chair must convene the Committee upon request of any three members, within a delay of no more than 15 working days of the request, by giving at least 5 working days notice.~~

~~(b) *40.8.1.2 — Mandate: Within its advisory capacity, the OUPC's role is to make recommendations to the University Administration. Rules for members' use of parking facilities and on rates fees for members' parking permits, it being understood that rules for members' use of parking facilities - shall be established by the employer, upon recommendation of the Parking Committee and in accordance with the provisions of this section.~~

~~*40.8.1.3 — In order to facilitate the members' fulfillment of their workload duties, the employer shall make its best effort to ensure the availability of adequate parking facilities at reasonable cost in accordance with the provisions of this section.~~

(c) Rules and procedures: The OUPC establishes its own rules and procedures, it being understood that the chair must convene the Committee upon request of any three (3) members, within a delay of no more than fifteen (15) working days of the request, by giving at least five (5) working days notice.

~~*40.8.1.4 — Every member may receive, at no cost, upon filing an appropriate request, a parking permit for the semester which will entitle her to park in any University of Ottawa parking lot at any time on Saturdays, Sundays and holidays.~~

~~*40.8.1.5 — By 28 February of each year, the Committee will make a recommendation to the employer regarding the parking fees for the following financial year, that is, 1 May to 30 April.~~

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

~~40.8.2.1.6~~ Information to be considered:-

~~(a)~~ Prior to making the recommendation, the ~~OUPC Committee~~ shall obtain a report from an outside consultant, chosen by the Committee, describing, among other things, the percentage increases in monthly parking rates (and the average thereof) in the past year at commercial parking facilities within the entire area bounded by Rideau Street to the north; the Rideau River to the east, the Queensway and the Henderson Street off-ramp to the south, Nicholas Street, the Rideau Canal and a line joining the two to the west.

~~(b) 40.8.1.7~~ — The employer shall fully disclose, to the ~~OUPC Committee~~, all expenses and revenues directly associated with parking, any study of expected future costs of operations, as well as any other related information requested by the ~~OUPC Committee~~; for the purposes of this section of the collective agreement, any changes in accounting policies, changes in accounting estimates, and any decisions with a material impact on parking rates, including any period used for the allocation of amortization costs to the costs of operations, shall be determined in consultation with the ~~OUPC Committee~~ and shall be based on generally accepted accounting principles.

40.8.3 ~~1.8~~ Recommendation:

(a) The recommendation regarding the parking rates for a prescribed period shall be presented at least 90 days before its effective date.

(b) —The recommendation of the Committee and the decision of the employer will be guided by the principle that parking ~~rates fees~~ should be set, to the extent that is reasonable, at levels that create neither financial benefit nor financial loss for the ~~employer or members~~ University, also taking into account the average percentage increase at comparative commercial facilities as reported under ~~40.8.1.6, 2 as well as the percentage economic increase to be applied to faculty scales for the period coincident with the increase in the parking fees.~~

*40.8.4 Complimentary parking: Every member may receive, at no cost, upon filing the required form, a parking permit for the semester which will entitle her to park in any University of Ottawa outside parking lot at any time on Saturdays, Sundays and holidays.

~~40.8.1.9~~ — Subject to ~~40.8.1.10~~, the employer may not increase the monthly parking rates by more than the lesser of (a) or (b) below without either the consent of the Association or, failing that, an award of an arbitrator pursuant to ~~40.8.1.11~~.

~~(a)~~ — the Committee recommendation;

~~(b)~~ — the percentage economic increase to be applied to faculty scales for the period coincident with the increase in the parking fees.

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

~~40.8.1.10 — In the event that a new collective agreement has not been ratified before the termination of the present collective agreement, there may be an interim monthly parking rate increase for the 1 May immediately following the termination date equal to the inflation rate, if any, as calculated under 41.1.1(e), and any differential will be reimbursed to members or collected upon ratification, it being understood that an adjustment to members' nominal salaries and scales for that same 1 May shall be treated in the same manner. Any further adjustments to parking rates and salaries shall only occur following ratification of the new collective agreement and in accordance with its terms, unless otherwise agreed to by the parties.~~

~~40.8.1.11 — Should the parties not agree on the increase in monthly rates within the term of a collective agreement pursuant to 40.8.1.9, either party may refer the matter to a single arbitrator, with Appendix C applying mutatis mutandis, except that it shall be considered an interest arbitration and not final offer selection. In determining the appropriate rate increase, the arbitrator shall consider the principle and factors set out in 40.8.1.8. Until such time as the arbitrator's award is rendered, any rate increase cannot exceed the lesser of 40.8.1.9(a) or (b).~~

~~40.8.1.12 — Notwithstanding the process described in 40.8.1.5 through 40.8.1.11, monthly rates will be increased by 3.0% effective 1 July 2009. Only future rate increases will be subject to the provisions of this article.~~

uOttawa & APUO negotiations

4. Employer Proposals – Monetary proposals

presented March 20, 2013

Financial proposals

	2012-2013	2013-2014	2014-2015	2015-2016
Economic increase	1.20%	2.00%	2.00%	2.00%
Pension design	current YMPE	true YMPE	true YMPE	true YMPE
Employer contribution sharing	72.14% (no change)	66.67%	62.50%	58.33%
Employee contribution sharing	27.86% (no change)	33.33%	37.50%	41.67%
PTR	indexed per economic increase			
Group benefits (incl. HCSA)	no change	no change	no change	no change
PER	no change	no change	no change	no change