

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

Adjustments as a Percentage (%) of Salary Mass:

	2016-2017	2017-2018	2018-2019
ATB	1.0%	1.0%	1.0%
Merit Pay	0.6%	0.6%	0.6%
Market Premium	0.1%	0.1%	0.1%
Total Average Increase	1.7%	1.7%	1.7%

ATB*:

2016-2017 As of May 1 2016	2017-2018 As of May 1 2017	2018-2019 As of May 1 2018
1.0% ATB	1.0% ATB	1.0% ATB
PTR: Full PTR with indexation	PTR: Full PTR with indexation	PTR: Full PTR with indexation

* With Indexation of salary floors and ceilings.

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

New Section

41.7 – Merit Fund

- 41.7.1 A fund shall be established to provide for salary awards for exceptionally meritorious performance of up to two hundred (200) faculty Members per academic year.
- 41.7.2 Merit awards may be allocated only for exceptional contributions to the life of the University, and may reflect work of particular value in any of the areas defined in Article 20 of the agreement, combined with performance that is deemed to be satisfactory or to meet expectations in other areas.
- 41.7.3 Regular Faculty Members, as defined in Article 1, Language Teachers, Continuing Limited Term Professors, and Regular Librarians, who have submitted their completed annual reports by the prescribed deadlines of June 1, 2016, June 1, 2017, and June 1, 2018 respectively (article 23.1.2.1) shall be eligible to receive a merit award.
- 41.7.4 The fund shall be apportioned among the Faculties approximately according to their share of eligible Members.
- 41.7.5 Members may not be considered for merit awards until after completion of one (1) full year of full-time employment.
- 41.7.6 A reward for exceptional merit shall be in the form of a fixed dollar amount of five thousand dollars (\$5000.00) and shall not be included in the Member's salary base.
- 41.7.7 A Member receiving a salary at the maximum ceiling of her rank shall be eligible for a merit award.
- 41.7.8 As part of the regular annual review process, every Chair of an academic unit will have the opportunity to identify a minimum of one (1) meritorious candidate, and a maximum number of meritorious candidates Members not to exceed twenty percent (20%) of the eligible Members who submitted their annual reports.
- 41.7.9 The Chair, following consultation with the DTPC, shall provide merit recommendations to the FTPC with the eligible candidates listed in rank order. Such recommendations shall include a short paragraph describing the particular contribution of the Member which motivated the recommendation for the merit award. The Chair shall also provide the names of all eligible Members in their unit who have submitted their annual reports.

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

- I. The ceiling of an assistant professor shall be the baseline ceiling of the associate professor rank plus fifty percent (50%) of the Market Premium of that Member calculated on 1 May, 2015.
- II. The ceiling of an associate professor shall be the baseline ceiling of the associate Professor rank plus fifty percent (50%) of the Market Premium of that Member calculated on 1 May, 2015.
- III. The ceiling of a full professor shall be the baseline ceiling of the full professor rank.

41.8.3.5 The variable ceilings for individual members described in 41.8.3.3 and 41.8.3.4 shall be indexed annually by the percentage economic increase to be applied to the baseline scales.

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

New Section

41.8 – Market premiums for Regular Faculty Members

It is understood that these guidelines apply only to Regular Faculty Members, as defined in Article 1.

41.8.1 For the purposes of this section, the Normal Minimum Salary (NMS) is defined in accordance to Appendix F.2. The Nominal Salary of the Member at the time of hire cannot be inferior to the NMS, but it can exceed it.

41.8.2 The Market Premium is defined as the difference between the Nominal Salary of a Member in any given year and the Member's NMS up to that year.

41.8.3 Salary Ceilings

41.8.3.1 In addition to the baseline ceiling of every professorial rank, a personal ceiling shall be established for every Member based on the value of her Market Premium. Once the salary of a Member has reached her personal ceiling, the Member shall not be entitled to PTR increases, but will continue to receive the negotiated economic increases. The salary ceiling of a Member shall vary according to her Market Premium.

41.8.3.2 The baseline ceiling for the rank of assistant professor for Members hired after 2002 shall be the baseline ceiling of associate professor. This shall apply to all current and future Members.

41.8.3.3 The variable ceilings for individual Members hired on or after 1 July, 2016 shall be subject to the following provisions:

- I. The ceiling of an assistant professor shall be the baseline ceiling of the assistant professor rank plus fifty percent (50%) of the Member's Market Premium calculated at time of hiring.
- II. The ceiling of an associate professor shall be the baseline ceiling of the associate professor rank plus fifty percent (50%) of the Member's Market Premium as calculated on 1 May of the year preceding the promotion to associate professor.
- III. The ceiling of an associate professor hired at the rank of associate professor shall be the baseline ceiling of the associate professor rank plus fifty percent (50%) of the Member's Market Premium as calculated on 1 May of the year of hire.
- IV. The ceiling of a full professor shall be the baseline ceiling of the rank of full professor.

41.8.3.4 For Members hired before 1 July, 2016, the following ceiling algorithm shall apply:

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

3. An application to voluntarily retire shall arise only pursuant to an application by a member and shall not be imposed by the employer and must be made by no later than June 30, 2018.
4. The eligible member shall be entitled to the voluntary retirement incentive payment only after an irrevocable retirement agreement in the form determined by the employer has been signed by the member. The irrevocable retirement agreement shall document the amount and timing of the voluntary retirement incentive payment.
5. A member who becomes entitled to a voluntary retirement incentive payment shall not be entitled to any amounts under article 40.3.1 or 40.3.2 of the collective agreement between the parties.
6. The date of a member's retirement shall be determined by the employer and shall not be prior to the completion of her scheduled teaching duties in a given term.
7. The parties agree that notwithstanding any provisions of the collective agreement no grievance regarding any person's eligibility for the voluntary retirement incentive may be commenced or pursued to arbitration under the collective agreement and that such issues do not constitute a difference between the parties concerning the interpretation or application of the collective agreement. Accordingly the parties intend that an arbitrator will have no jurisdiction to hear or consider or grant any remedy of any nature or kind whatsoever with respect to any person's application or to modify, alter or amend the eligibility criteria for the voluntary retirement incentive program set out in this Letter of Understanding.
8. The parties agree that, notwithstanding the grievance and arbitration provisions of the collective agreement, any issues concerning the interpretation, application, administration or alleged violation of this Letter of Understanding shall be referred to and dealt with by William Kaplan as a sole mediator-arbitrator.

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

*41.2.X.X Scales

The maximum for the rank of assistant ~~will not apply to~~ individuals with written offers of employment dated after 11 April 2002 will be the maximum of the rank of associate.

uOttawa & APUO negotiations

Employer Proposals

presented January 13, 2016

*41.2.X.X Scales

(b) Librarian members

Adjusted as per collective agreement, ~~except the ceilings for librarian ranks to be adjusted upwards by twice the total percentage increase allocated under 41.2.2.1(a).~~

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

Employee Pension Contribution Increases:

2016-2017	2017-2018	2018-2019
0.8%*	0.8%**	Up to 0.8%***

* as of January 1, 2017

** as of January 1, 2018

*** as of January 1, 2019. Increase in employee contribution rates in 2019 is limited to amount required to attain a 50 % / 50% cost-sharing (up to 0.8%).

University of Ottawa Retirement Pension Plan

Sharing of current service cost based on assumed employee contribution rate increases

Year	Employees contribution rate			Cost-sharing ⁱ	
	Below integration level	Above integration level	Average employees	University's share	Employee's share
2015	4.85%	7.50%	6.47%	66.6%	33.4%
2016 ⁱⁱ	5.45%	8.45%	7.33%	62.1%	37.9%
2017	6.05%	9.30%	8.13%	58.0%	42.0%
2018	6.60%	10.15%	8.92%	53.9%	46.1%
2019 ⁱⁱⁱ	7.15%	10.95%	9.68%	50.0%	50.0%

ⁱ Portion of estimated total current service cost of 19.37% of payroll based on January 1, 2015 funding valuation

ⁱⁱ Rates for 2016 already reflected in plan provisions

ⁱⁱⁱ Increase in average employees contribution rates in 2019 is limited to amount required to attain a 50%/50% cost-sharing (less than 0.8%).

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

Group Benefits

Benefit	Current Structure	Proposed Structure
Life Insurance	<p>Current Maximum : \$150,000</p> <p>1 x annual salary for single; 2x annual salary for family up to overall maximum.</p> <p>Premiums: Employer paid for first \$25K of coverage. Employee paid for all coverage after first \$25K.</p>	<p>Proposed Maximum : \$300,000</p> <p>2x annual salary.</p> <p>Premiums : Employee Paid.</p>
Dependent Life Insurance	No coverage	<p>Mandatory basic dependent life insurance coverage :</p> <p>Spouse: \$10,000 Child: \$5,000</p> <p>Premiums: Employee Paid</p>
Optional Dependent Life Insurance (Children Only)	<p>Child: \$5,000</p> <p>Premiums: Employee Paid</p>	<p>Optional coverage, in increments of \$10,000 to an overall maximum of \$50,000.</p> <p>Premiums: Employee Paid</p>
Optional Life Insurances (Employee and Spousal)	Multiple of 25% of salary to overall maximum of \$500,000.	Based upon units of \$25,000 to overall maximum of \$500,000.
Long Term Disability	<p>Basic plan indexed at 1.0%.</p> <p>Optional plans indexed based upon level (e.g. silver, gold)</p>	Remove automatic indexing on basic plan. Retain on optional plan.
Extended Health Plan	<p>Co-insurance at 100%</p> <p>No hospital coverage (considered optional)</p> <p>Out of Canada, lifetime maximum at \$500,000.</p>	<p>Co-insurance at 80%</p> <p>Inclusion of hospital coverage as part of extended health program (eliminate optional program)</p> <p>Out of Canada, life maximum at \$5,000,000.</p>

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

40.8.1 Parking

40.8.1.6 Prior to making the recommendation, the 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.~~

~~40.8.1.7 The employer shall fully disclose, to the 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 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 Committee and shall be based on generally accepted accounting principles.~~

~~40.8.1.8 The recommendation of the Committee and the decision of the employer will be guided by the principle that parking 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, also taking into account the average percentage increase at comparative commercial facilities as reported under 40.8.1.6, as well as the percentage economic increase to be applied to faculty scales for the period coincident with the increase in the parking fees.~~

~~40.8.1.12 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

Employer Proposals

presented 13 January, 2016

Relocation expenses

~~*40.5.2.2 — The employer shall reimburse the member's relocation expenses as follows: 100% of the first \$1 000, and 75% of any further amount above the initial \$1 000 up to a maximum total payment of \$5 000 in terms of Canadian dollars. The parties may agree to exceptions to this limit. The Administrative Committee or its delegate may authorize advances for relocation expenses.~~

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

**LETTER OF UNDERSTANDING WITH RESPECT TO
A
VOLUNTARY RETIREMENT INCENTIVE PROGRAM**
Between

The University of Ottawa

(Employer)

AND

The Association of Professors of the University of Ottawa

(Association)

WHEREAS the parties agree that this voluntary retirement incentive program is in the best interests of the employees in the bargaining unit represented by the Association and is intended to provide a voluntary retirement incentive that is in accordance with employment standards and human rights legislation;

THE PARTIES AGREE TO THE FOLLOWING TERMS:

1. Regular Faculty Members of the bargaining unit, as described in Article 1 of the collective agreement between the parties (a “member”) and Librarians with continuing appointments who, as of 1 July, 2017¹, have 30 years or more of actual Credited Service as defined in the University of Ottawa Pension Plan, may apply to retire from employment in exchange for a voluntary retirement incentive payment. A member who is already in receipt of a retirement pension payable under the University of Ottawa Pension Plan, or a member who has received any amount payable under articles 40.3.1 or 40.3.2 of the collective agreement between the parties, is not eligible to apply for a voluntary retirement incentive payment. A member who is not in active employment due to disability or other leave of absence with a duration of 24 months or longer is not eligible to apply for a voluntary retirement incentive payment.
2. The amount of the voluntary retirement incentive payment shall be equal to the member’s nominal annual salary at the date of retirement and shall be paid in a single lump sum payment as a retiring allowance subject to applicable statutory deductions. At the request of the member, the incentive payment can be made in two (2) installments over two (2) calendar years for tax purposes.

¹ Corresponds to the approximate midpoint of the collective agreement a set date for the factor to be achieved.

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

41.7.10 The FTPC , in collaboration with the Dean, shall make the final decision to provide merit awards to up to fifteen percent (15%) of eligible Members within the Faculty who submitted their annual reports.

41.7.11 The merit awards will be payable prior to the end of the calendar year.

41.7.12 The Member concerned shall be notified when a recommendation for merit has been made and also when a recommendation has been approved or disapproved.

41.7.13 Information on the distribution of the merit awards in the preceding academic year shall be provided to the Association by means of the yearly report on 31 October.

41.7.14 Information on the distribution of the merit awards shall be given to the academic community by means of a list of persons granted the merit award.

41.7.15 Notwithstanding the provisions of Article 13, no grievance regarding any person's eligibility for the approval or denial of any Member's merit award may be commenced or pursued to arbitration and that such issues do not constitute a difference between the parties concerning the interpretation or application of the collective agreement. Accordingly, an arbitrator will have no jurisdiction to hear or consider or grant any remedy of any nature or kind whatsoever with respect to the Employer's decision to approve or deny a merit award for any person or to modify, alter or amend any of the provisions set out in this section.

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

Article 40 and related - Miscellaneous

*26.6.2 Contributions During an academic leave, unless already provided for in article 26.5.3, the eEmployer and the member shall continue their contributions to the various insurance plans and to the pension fund, the amounts being calculated on the basis of the member's nominal salary.

*30.4.2 Except as provided for in 30.1.3, a member on reduced workload continues to participate in the University of Ottawa Pension Plan using one of the following options.

Option 1: The member and the eEmployer contribute on the basis of the member's regular salary (as per 41.1.1) and the member receives prorated credit for years of service.

Option 2: The eEmployer contributes on the basis of the member's regular salary (as per 41.1.1), while the member contributes on the basis of her nominal salary and also contributes an additional amount equal to: the difference between the eEmployer's contribution computed according to 40.1.1.5(a) on the basis of the member's nominal salary, and that amount with nominal salary replaced by regular salary. The member receives credit for full years of service, subject to Canada Revenue Agency limits for such counting of service.

All other employee benefits continue in force with the member selecting either (a) or (b):

(a) the benefit level is determined by the member's regular salary and the eEmployer and the member contribute on the basis of the member's regular salary;

(b) the benefit provided in 40.1.1.1 a), the benefit level is determined by the member's regular salary and the Employer contributes on the basis of the member's regular salary, the benefits provided in 40.1.1.1 b) through to h), the benefit level is determined by the member's nominal salary and the eEmployer contributes on the basis of the member's regular salary while the member contributes on the basis of her nominal salary and, where applicable, also contributes an additional amount equal to: the difference between the eEmployer's contribution computed on the basis of the member's nominal salary, and that amount with nominal salary replaced by regular salary.

*40.1.1.1 The eEmployer agrees to provide to members, subject to the provisions of this article, the employee benefits listed below. In the case of members who continue to work after the normal retirement date, the benefit under 40.1.1.1(a) shall not be provided after that date, but all of the other benefits listed herein shall continue to be provided without age restriction in the same manner and under the same conditions as for all other members. The terms and conditions of the benefits listed below ~~—as they existed at the expiry of the preceding (2001-2004) collective agreement—~~ are set out in appendix A, or in the documents listed in appendix B, as the case may be.

..... (a) to (h) remains as is

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

The eEmployer shall forward to the Association a copy of any document received at any time by the eEmployer, or distributed to members by the eEmployer, which serves to describe, clarify or modify any of the terms or conditions of any employee benefit plan.

*40.1.1.3 The terms and conditions of the employee benefits listed in 40.1.1.1 shall remain the same as they were at the expiry of the preceding ~~(1998-2001)~~ collective agreement between the parties, except as when those terms and conditions are subsequently changed in accordance with the provisions of 40.1.2.

*40.1.1.4 Unless otherwise stated, Wwhere a member's benefits or contributions are related to the member's salary, the relevant amount shall be calculated in terms of the member's nominal salary, without including any administrative stipends or supplements.

*40.6.1.1 The following persons are entitled to a benefit under this section for government-funded courses with academic credit or government-funded regular programs of study, or the equivalent in non-publicly funded recognized universities.

(a) a member's spouse;

(b) a member's child or dependent, provided that the child or dependent has not yet attained the age of 2627 on the date of commencement of the term for which the benefit is to be received, it being understood that the Administrative Committee or its delegate may allow exceptions to this age limit;

(c) spouses, children, and dependents of members on leave or receiving LTD benefits are eligible, as well as those of retirees as per current 40.6.1.2.

*40.6.2.7 A member's spouse, child, or dependent who wishes to apply for an exemption from tuition fees shall complete the appropriate application forms, which are available at the Human Resources Service ~~and at the Financial Aid Service~~. The completed forms must be delivered to the Human Resources Service no later than 1 week before the fee payment deadline by the end of the first month of each session, that is by September 30th for the fall session, January 31st for the winter session, May 31st for the spring session and July 31st for the summer session.

uOttawa & APUO negotiations

Employer Proposals

presented 13 January, 2016

*40.9.1 ~~Members shall, on 1 May every year, have access to a Professional Expenses Reimbursement account (PER) of the amount set out below, funded by the eEmployer shall for reimbursement every member for of~~ allowable professional expenses incurred by the member ~~in each calendar year~~ on behalf of the eEmployer in carrying out employment duties or in acquiring supplies or equipment related to the performance of such duties, ~~as follows:~~

~~Effective 1 January 2009: \$1,550.~~

~~Effective 1 January 2010: \$1,600.~~

~~Effective 1 January 2014~~6~~: \$1,625.~~

*40.9.4 For each year, effective 1 May, the Employer will provide the amount specified under 40.9.1 in the member's PER fund account, or on a pro-rated basis if the member is not in full-time employment or equivalent for the period. Funds in this account will be used to reimburse a member for allowable expenditures, as defined in article 40.9.2, when the member provides a written request on the form provided, and attaches all original receipts. Notwithstanding the reimbursement nature of the PER fund account, a member may request that the Employer provide a PO number to the vendor, drawn from the PER fund account, for the purchase of allowable items or services where such items are only available or otherwise discounted for institutional purchase.

*40.10.1 Members retiring ~~on or after 1 May 2001~~ shall, ~~per calendar year~~, have access to a Health Care Spending Account (HCSA) of the amount set out below, per calendar year, funded by the employer (with a carry over of expenses from the previous calendar year, as per Income Tax Act rules).

~~Effective 2009 calendar year: \$1,160.~~

~~Effective 2010 calendar year: \$1,200.~~

~~Effective 2014~~6~~ calendar year: \$1,250.~~

*40.12.1 Members shall, per calendar year, have access to a Health Care Spending Account (HCSA) of the amount set out below, funded by the employer (with a carryover of expenses from the previous calendar year, as per ~~Income Tax Act rules~~CRA guidelines).

~~Effective 2008~~16~~ calendar year: \$244270.~~

~~Effective 2009 and subsequent calendar years: the amount shall be increased each 1 January by the amount by which all members' nominal salaries are adjusted under 41.2 in the concurrent period 1 May to 30 April. Where negotiations for these adjustments to nominal salaries have not yet been concluded in time to make the HCSA adjustment for the start of a given calendar year, any such additional sums will be added to the account in the calendar year following ratification.~~