Propositions monétaires

**** Les présentes propositions sont présentées uniquement dans le contexte de la Loi 124 et ne reflètent pas complètement les réels besoins des membres de l'Association. Si la loi devait changer ou être abolie durant le cours des négociations, l'Association se réserve le droit d'ajuster ses propositions en conséquence.*

3.4 PARTICIPATION AU COMITÉ EXÉCUTIF

3.4.1
Au 1er septembre de chaque année, l'Employeur remettra à l'APTPUO un montant égal au taux de base de trois (3) contrats de 84 heures afin d'indemniser ou de défrayer les dépenses des membres qui siègent au comité exécutif, au comité de négociation et à d'autres comités. Ceci exclut les membres siégeant aux divers comités de santé et sécurité qui seront rémunérés par l'Employeur conformément à la Loi et selon le taux horaire.

3.4.2
Dès le moment où un avis de négocier a été donné, l'Employeur remettra à l'APTPUO un montant égal au taux de base de deux (2) contrats de 84 heures

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8.8 NOMBRE MAXIMAL D'INSCRIPTIONS

8.8.1

a) Le nombre d'inscriptions maximum d'étudiants pour un cours sans crédit est de 20 étudiants et pour les cours aux personnels, 15 étudiants.

b) Si des étudiants additionnels devaient s'ajouter, le département ouvrira une autre section du cours à la même plage horaire et redistribue équitablement les étudiants dans chacune des sections. Pour les fins du processus d'embauche, l'employeur offrira le contrat en premier lieu aux candidats ayant appliqué pour la première section du cours. À défaut, la procédure d'affichage s'applique.

8.9. LETTERS OF REFERENCE

A member shall be paid an amount of $200 every time the member provides a letter of reference for a student. It is understood that no member is obligated to write letters of reference and that the decision is based on academic freedom.

8.10 PROCTORING EXAMS

The member shall be paid $600 when the member has to proctor an exam on a Saturday or Sunday during the examination period.

8.11 ACADEMIC FRAUD

A member shall be paid $200 for each report of academic fraud submitted to the academic unit or department. When a member attends an academic fraud committee meeting to deal with the issue, he/she shall be paid an additional $200 for such attendance.

8.12 GRADE APPEAL

A member shall be paid $200 each time a member participates in an official appeal of a student's grade in a course.

8.13 EVALUATIONS

When the Member agrees to provide an evaluation by the Employer or in conformity with another collective agreement, including but not limited to a teaching assistant, marker, or laboratory instructor, the Member shall be paid $200 for each individual evaluation.

8.14 INVESTIGATIONS

When the Member is required to partake in an investigative process related to another collective agreement, the Member shall be paid for his/her time as per the applicable hourly rate indicated in Appendix D.

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13.1* FACILITIES

13.1.3 ~~Members required to teach evening courses will be entitled to receive a parking permit for evenings at the regular cost of such permits.~~ **Employer shall compensate Members on the days that they teach on campus for their parking fees or provide a monetary incentive equal to the cost of parking for the use of public transit.**

13.3 COMPLEXE SPORTIF

13.3.1 Tout membre de l'unité de négociation qui contribue aux régimes d'avantages sociaux en vertu de l'article 13.2 et qui maintient ses points d'ancienneté a un accès **complet** ~~de base~~ aux installations sportives du pavillon Montpetit. Le membre doit présenter une carte d'employé valide, émise par les Ressources humaines, au comptoir du Service à la clientèle du pavillon Montpetit selon les procédures du Service à la clientèle.

13.4 SOUTIEN À L'ENSEIGNEMENT

Les membres de l'unité de négociation ont accès au soutien de l'ILOB. **Si une formation est suivie au sein du département ou à l'Université en lien avec leur emploi, le membre sera rémunéré à son taux horaire.**

13.5 PENSION PLAN

13.5.1 The Employer agrees to have a defined contribution Pension Plan for the benefit of Members of the Bargaining Unit as of January 1st following the date of signing under the Staff Pension Plan for the Part-Time Academic Staff of the University of Ottawa, registration number 0683177. ~~The defined contribution is set at 7% for both the Employer and the Member~~ **The Member shall choose a defined contribution of 3%, 7%, 9% applicable to both the Employer and the member**.

[...]

13.5.4 A member may elect to make additional voluntary contributions by regular payroll deduction, up to a maximum of 4.0% of earnings, as at (effective date).

13.5.5 If the bargaining unit member leaves the institution before becoming eligible for retirement, the member may retain its membership in the Plan or, at the Member's request, the entire balance in the member's account shall be transferred to an appropriate account designated by the member.

13.5.6 Notwithstanding 13.5.1, any Member who, in two consecutive calendar years and earns 35% of the YMPE (yearly maximum pensionable earnings) or works at least 300 contract hours in either of these two consecutive calendar years may choose to become a member of the University of Ottawa Defined Benefit Pension Plan.

13.7 SEVERANCE BONUS

13.7.1 A member who fulfills the following conditions shall receive a severance bonus upon retirement:

a) **The member has accumulated at least 80 points of seniority;**
b) **The member has reached the age of sixty (60) years.**

13.7.2 The Employer shall pay a lump sum equivalent to the number of average annual course load taught during the best five (5) years of the last ten (10), at the rate of pay upon retirement.

13.8 FONDS DE DÉVELOPPEMENT ACADÉMIQUE ET PROFESSIONNEL

13.8.1 Au 1er septembre de chaque année, l'Employeur remettra à l'Association la somme de 50 000.00$ pour la mise en place d'un Fonds académique et professionnel. L'Association adoptera des lignes directrices pour la gestion et l'allocation des sommes et rendra le tout public.

L'Association rendra compte à l'employeur de la gestion de ces sommes à la fin de chaque année académique.

13.X ENCADREMENT DES ASSISTANTS D'ENSEIGNEMENT

Un membre reçoit un montant de 200.00$ pour chaque assignation d'un assistant d'enseignement afin d'encadrer son travail.

Salary Increases

	September 1, 2021	**September 1, 2022**	**September 1, 2023**	**September 1, 2024**
Increase	**1%**	**1%**	**1%**	**12% + introduction of the experience increment**

Vacation in lieu : 6%

Bimodal courses:

Members who agree to teach a bimodal course shall be compensated with additional compensation equal to the number of hours specified in the contract.

Hourly rate:

The hourly rate shown in section "*rate of pay"* of the collective agreement. This rate will apply to all work performed by members and which is not mentioned in the collective agreement and for all training and all departmental/faculty meetings. For that purpose, if more than one hourly rate applies to the members during an academic year, the highest rate will be used.

Automatic annual increase:

Automatic annual increase based on the salary increase for all monetary compensation in the collective agreement, including all monetary propositions tabled.

Time limit for payment of compensation

Any payment due to a member shall be paid within two (2) pay periods unless otherwise specified in this Collective Agreement.

Internet fees:

When a member teaches an online course, the University shall compensate the Member's monthly internet fees at a rate not less than 75%.

Parking:

The Employer shall compensate Members on the days that they teach on campus for their parking fees or provide a monetary incentive equal to the cost of parking for the use of public transit.

Extended health plans:

The Employer shall provide access to EAP, provide basic dental coverage, and optional LTD.

Professional Expenses Reimbursement (PER):

Members who teach at least two (2 courses) per year shall benefit from an individual Professional Expenses Reimbursement (PER) fund of $1,000 per academic year. Any unused portion being carried over the next academic year.

Professional expenses include but are not limited to:

1. travel and associated expenses related to meetings, conferences, study leave or other similar professional activities, and eligible expenses not covered by or in excess of monies available from other funds for similar purposes;
2. registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars and similar activities;
3. membership fees in learned societies and professional organizations;
4. books and subscriptions to scholarly journals;
5. expenses directly associated with teaching responsibilities or current active research or professional programmes;

Fair grade process

The University shall pay language teachers an amount of $15.00 for each exam corrected that surpasses the total number of students enrolled in their courses;

Retroactive pay

All members will receive a retroactive payment since the expiration of the last collective agreement.

The member shall receive an experience increment for the hourly rate in accordance with the following scale:

Since the start date of employment as a part-time professor (APTPUO)	Hourly rate increase
800 hours	**3%**
1000 hours	**3%**
1200 hours	**3%**
1400 hours	**3%**
1600 hours	**3%**
1800 hours	**3%**
2000 hours	**3%**
2200 hours	**3%**
2400 hours	**3%**

MEMORANDUM OF UNDERSTANDING

Between

THE ASSOCIATION OF PART-TIME PROFESSORS OF THE UNIVERSITY OF OTTAWA (the "APTPUO")

And

THE UNIVERSITY OF OTTAWA (the "University")

Regarding the *Protecting a Sustainable Public Sector for Future Generation Act*

WHEREAS the *Protecting a Sustainable Public Sector for Future Generation Act,* 2019 made its way through the Legislature of Ontario as Bill 124 and received Royal Assent on November 7, 2019 (the "**Act**") and the Parties are subject to the provisions of it;

AND WHEREAS section 10 (1) of the *Act*. states "**10** (1) No collective agreement or arbitration award may provide for an increase in a salary rate applicable to a position or class of positions during the applicable moderation period that is greater than one per cent for each 12-month period of the moderation period, but they may provide for increases that are lower."

AND WHEREAS section 11 (1) of the *Act.* states "**11** (1) During the applicable moderation period, no collective agreement or arbitration award may provide for any incremental increases to existing compensation entitlements or for new compensation entitlements that in total equal more than one per cent on average for all employees covered by the collective agreement for each 12-month period of the moderation period."

AND WHEREAS several Ontario unions are in the process of challenging the constitutionality of the Act before the courts and that as of the date of this Memorandum of Understanding, the court challenges are still in the earliest stages of the legal process and that the Act is still in force and effect.

AND WHEREAS during the course of bargaining in relation to the Collective Agreement for the period [....] the Parties reached agreement on provisions relating to compensation increases in accordance with the Act that are incorporated into the collective agreement commencing September 1, 2021.

NOW THEREFORE the parties agree to the following terms:

1. The negotiated compensation increases are agreed to without prejudice to APTPUO's right to continue or participate to any constitutional challenge of the Act and to obtain a remedy in relation to the same from the courts.

2. In the event that the Act is repealed or amended by the Ontario Legislature to provide increases in compensation above 1%, or is declared invalid, in whole or in part, by any court, and not replaced with similar legislation with provisions about compensation increases, then, in such case, the Parties agree to meet to re-engage in discussions on benefits and the percentage economic increases listed in Article 41.2 of the Collective Agreement for the corresponding moderation period of September 1, 2021 to [...]. The Parties agree that any discussions regarding benefits shall not apply retroactively.

3. The first meeting to re-engage in discussions as per paragraph 2 should occur no later than thirty (30) days following a court decision to declare the Act invalid, in whole or in part, or the legislature's decision to repeal or amend the Act.

4. During the course of collective bargaining, the Parties reached an agreement on a number of other matters that have been incorporated into the collective agreement commencing September 1, 2021, none of which impact compensation so as to fall within the ambit of the Act. Accordingly, the Parties agree not to re-engage in discussion on such other matters should the Parties meet to discuss as per paragraph 2 of this MOU.

5. Should the Parties reach an impasse on the quantum of any percentage increase to salary rates or on benefits, or in regard to the retroactive application of any increases to salary rates, the Parties shall remit outstanding issues to a mutually agreeable third party for mediation and/or arbitration.

6. This MOU is effective on the date of signature by both parties and shall end at the expiration of the collective agreement. It may be extended by mutual agreement of the Parties, such extension shall not be unreasonably refused.