

Tentative Agreement
2011-2014
SUMMARY for WLUSA Members
February 15, 2012

HOUSEKEEPING Articles:

- Article 2 - new definition for OSSTF
- Student Work Agreement incorporated into the Agreement. (no longer a separate LOU)
- Dues reports submitted electronically (no longer by mail)
- Clarification on when you can apply for another position “as an internal candidate”
- Clarification on proper contact methods when Member is on Layoff with Recall Rights (Article 16)
- Clarification that Members are to complete their Job Evaluation questionnaire during work time. Managers to provide release.
- LOU on adding an updated job description to the questionnaire for evaluation has been incorporated into the Agreement.
- AODA Officer added to Employment Equity Article
- Addition of Bill 168 on workplace violence added to Harassment (Article 19).
- Addition of Environmental Protection Act added to Health & Safety (Article 20)
- Clarification on when retraining will be permitted for Members who are negatively affected by technological change.
- Reduced Work Program (Article 24) re-written for consistency and correctness.

NON MONETARY CHANGES

Article 3 - Recognition & Rights

- University will provide a monthly report on graduate and undergraduate student work on campus
- University to be reimbursed by OSSTF for releasing Members on committee or event work, only if they replace Member during release.

Article 4 – Joint Association University Committee

- Restructuring of JAUC – must have WLUSA President and AVP: Human Resources in committee as joint chairs.

Article 8 – Member Files

- Clarification that nothing will be added to a Member's personnel file without them being notified.

Article 12: Appointment of Members

- Replacement positions for Members on leave will be the same position as the original. Approval from the Association is needed if the University wants to change it.
- A Member may be terminated from their Probationary Period provided the termination is not arbitrary, discriminatory, or in bad faith.

Article 13: Position Redundancy / Layoff

- Priority Placement is automatic. (No longer optional)
- If new positions are created from a restructuring where other positions are declared redundant, notice periods will not start until the new positions are ready for posting.

Article 14: Priority Placement

- A Member on Priority Placement who accepts a Limited Term position will have their notice period suspended until the end of the Limited Term position, with a minimum guarantee of 4 weeks notice.

Article 15: Displacement

- Second stage of displacement is Bargaining Unit wide.

Article 20: Health & Safety

- The University is required to provide training on Health & Safety and Members are required to participate in such training.

Article 23: Hours of Work

- Clarification that overtime shall be reported to managers in the pay period that it is worked and that managers shall forward overtime documents to payroll

Article 25: Leaves

- 25.2 – Federation Leave – allows Members job protection if elected to an OSSTF position.
- 25.7 – Deferred Salary Leave – change that deferred salaries are going to be tracked using Banner accounts rather than separate bank accounts.

Article 25: Leaves

- 25.12.5 – Extended Parental Leave – Members wishing to return early from Extended Parental Leave needs to give four (4) week's notice. (Consistent with rest of article)

Article 26.8: Computer/Peripheral Purchases

- Program is open to **unlimited** part time and full time continuing positions. (No longer capped at 50 employees)
- Purchases must be made through the Bookstore
- Purchases are subject to interest as defined by Canada Revenue Agency (currently at 1% per year)

Article 29: Discipline & Discharge

- University must use a progressive discipline approach. (already current practice) This protects Members from severe punishments for offenses that are not necessarily severe (especially if it's a first offense).

Article 30: Arbitration

- Deleted "Marilyn Nairn" from arbitrator list.
- Added "Norm Jesin" to arbitrator list.

CHANGES TO Sick Leave Language:

WSIB

- Previously, Members on WSIB were compensated for 100% of their salary from University, despite University only receiving 85% from WSIB.
- New practice: Members on WSIB are compensated for 85% of their salary from University with additional 15% coming out of sick leave credits. (approximately ¼ day)
- If you have no sick leave credits, then no top-up. (just 85%)

CHANGES TO Sick Leave Language:

- When a physician's statement is required, the University will reimburse up to \$20.00 (up from \$15.00)
- When the University requires their new form, known as the Medical Certificate of Disability, to be completed, the University will reimburse up to \$50.00 (up from \$35.00)
- The University has contracted Cowan Insurance to handle all short-term sick leave claims.
- If you are absent from work for more than five (5) consecutive working days, you will be required to complete the Medical Certificate of Disability (Cowan).
- Sections A, B, & C must be completed. Failure to complete these may result in unpaid sick leave.
- Association has the right to grieve the application of their Sick Leave Policy if it negatively affects the compensation of Members.
- Members have the right to Association representation at any meeting regarding attendance, sick leave, return to work programs, and accommodations. *(It is highly recommended that you have an Association representative with you)*
- If the University requests an independent medical opinion, they will provide a list of three (3) practitioners and the Member selects one.

PENSION PLAN

- Three major changes to the Plan
 - Change in contributions by employees
 - Change to penalties for those retiring before age 65.
 - Change in CPI indexing on the Minimum Guarantee

Change in contributions by employees

- We have introduced an integrated formula where the contribution rate changes once you earn a certain amount of income, known as the YMPE.
- YMPE = Yearly Maximum Pensionable Earnings
- The YMPE is set by the federal government each year. In 2011, the YMPE was \$48,300. In 2012, the YMPE is \$50,100.
- CPP (Canada Pension Plan) deductions happen until you have earned up to the YMPE. After that, you don't pay CPP deductions for the rest of the year.
- Effective July 1, 2012, the contribution rate will change to 7.5% up to the YMPE, then 9.0% for all income over the YMPE.
- The University will continue their contribution rate of 7% (both below and above the YMPE)

Contribution Change examples:

July 1, 2012: **Grade 4, Step 4** \$45,864

Current Rate (7%) = \$3210.48

New Rate (7.5%/9.0%) = \$3439.80 (below YMPE) + \$0 (above YMPE)

Difference = **\$229.32** (or approx. \$9.56 per pay)

= **0.5% increase**

July 1, 2012: **Grade 8, Step 4** \$64,828

Current Rate (7%) = \$4537.96

New Rate (7.5%/9.0%) = \$3757.50 (below YMPE) + \$1235.52 (above YMPE)
= \$4993.02

Difference = **\$455.06** (or approx. \$18.96 per pay)

= **0.7% increase**

Early Retirement Changes:

- Currently, the Federal Government imposes penalties to your CPP benefit if you retire early, between 60-64.
- Your CPP benefit decreases by 6% for each year you retire before age 65.
- Example: if you retire at age 62, the government will reduce your CPP benefit by 18% (3 years X 6%)
- The reason for this reduction is because you will be living additional years in retirement.

Our Pension Plan also imposes penalties for early retirement.

Current

1.5% per year if you retire between 60-64 **or**
2.5% per year if you retire between 55-59.

Effective January 1, 2013:

3.0% per year if you retire between 60-64 plus
5.0% per year if you retire between 55-59.

Current: 1.5% / 2.5% (cliff)
(60-64) / (55-59)

New: 3.0% / 5.0% (gradual)
(60-64) / (55-59)

Retire at 62 (3 years early)

Current: $1.5\% + 1.5\% + 1.5\% = 4.5\%$ reduced pension
New: $3.0\% + 3.0\% + 3.0\% = 9.0\%$ reduced pension

Retire at 59 (6 years early)

Current: $2.5\% + 2.5\% + 2.5\% + 2.5\% + 2.5\% + 2.5\% = 15\%$ reduced pension
New: $5.0\% + 3.0\% + 3.0\% + 3.0\% + 3.0\% + 3.0\% = 20\%$ reduced pension

Change in CPI indexing on the Minimum Guarantee

- If you retire under the Minimum Guarantee Plan, your pension benefit is protected from inflation.
- Under the current plan, if inflation increases, your pension increases by the same rate of inflation (100% covered), to a maximum of 4%.
- Effective January 1, 2013, if inflation increases, your pension increases by half the rate of inflation (50% covered), to a maximum of 4%.

Example

Inflation = 3%

Current Plan: Pension is adjusted by 3%

New Plan: Pension is adjusted by 1.5%

Inflation = 7%

Current Plan: Pension is adjusted by 4% (maximum reached)

New Plan: Pension is adjusted by 3.5%

Inflation = 10%

Current Plan: Pension is adjusted by 4% (maximum reached)

New Plan: Pension is adjusted by 4% (maximum reached)

- Pension and Benefits Act says that pension accrued to date cannot be reduced.
- Pension accrued up to Dec. 31, 2012 must remain indexed at 100%, up to 4% maximum.
- Only pension accrued after Jan. 1, 2013 can be indexed at 50%, up to 4% maximum.
- Indexing is based on years of pensionable service.

Example

As of January 1, 2013

20 years of service prior + 10 years of service in the future

2/3 of pension indexed at 100% (up to 4% max) and 1/3 of pension indexed at 50% (up to 4% max)

10 years of service prior + 10 years of service in the future

1/2 of pension indexed at 100% (up to 4% max) and 1/2 of pension indexed at 50% (up to 4% max)

Letter of Understanding (LOU) – Pension Plan

- If, at any point, the University's contributions (matching contributions + service costs + special payments) is less than the Employee's contributions, an adjustment will be made so that the contribution ratio is 1:1
- If, at any point, the Pension Plan reaches a level where the University is allowed, under law, to take a contribution holiday, the University will meet with WLUSA to discuss a Surplus Management Plan.

NEW LETTERS OF UNDERSTANDING

- Joint Job Evaluation Structural Review Committee (JJESRC)
 - It's been 12 years since the Job Evaluation tool has been reviewed. This committee, made up of equally of management and Association members, will review and make recommendations on all aspects of the JE Plan and Maintenance Plan.
 - The committee will meet monthly and deliver a set of non-binding recommendations by Dec. 31, 2013 to the University and the Association.
- Joint Staff Development Committee
 - The committee will meet regularly to discuss learning and development needs of WLUSA Members.
- Discussion Group on new campus
 - Should there be an announcement of a new campus, the University and the Association will meet to discuss the extension of the WLUSA certificate.

MONETARY CHANGES

Article 3 – Recognition & Rights

- University to compensation Association President up to \$50,000 per year plus full pension and benefits. (up from 50% of salary)

Article 12: Appointments

- Temporary Positions can now be up to 70 consecutive working days in length (up from 60 working days)
- Temporary Positions longer than 70 working days will give the incumbent Member internal status, 4% in lieu of benefits and will be placed on the grid.

Article 20: Health & Safety

- Safety shoes allowance increased to \$175 (up from \$150)

Article 22: Tuition Assistance

- Before: “Executive style MBA and any deregulated graduate degree program” were excluded from tuition assistance.
- Now: “Executive style graduate degree program” are excluded from tuition assistance.
- Spouses & dependents of part-time Members will be eligible for 50% waiver on tuition fees toward four (4) undergrad courses per year. (up from 35%)

Article 23: Hours of Work

- Future employees of Printing Services will have a 35 hour work week schedule.
- Existing employees of Printing Services will remain with a 40 hour work week schedule.

Article 25.13 – Personal Leave

- “Additional Bereavement Days” added to the list of possible reasons for taking a Personal Day.

Article 25.18 – Vacations

- Four weeks entitlement after **5** years completion (from 6 years)
- Five weeks entitlement after **14** years completion (from 15 years)
- Six weeks entitlement after **24** years completion (from 25 years)

Article 26.6 – Athletics & Parking

- No changes to Athletics fee language – set by Faculty

Parking

May 1, 2011 - \$276.75 + tax / year

May 1, 2012 - \$363.23 + tax / year

May 1, 2013 - \$368.67 + tax / year

May 1, 2014 - \$376.05 + tax / year

Employees working less than 24 hours per week are eligible for 25% discount.

Article 28.2 – Salary Adjustment

- July 1, 2011 – 1.5%
- July 1, 2012 – 2.0%
- July 1, 2013 – 2.5%