

UNIVERSITY POSITION AT THE CONCLUSION OF MEDIATION

1. TERM

2 years, commencing July 1, 2005 and ending June 30, 2007.

2. ATB

2.5% commencing July 1, 2005.

2.5% commencing July 1, 2006.

3. PTR

Normal PTR in both years.

Distribute a special one time PTR allotment July 1, 2005 calculated on the basis of \$500 per FTE for Professoriate and prorated amounts for Lecturers and Librarians. Ten percent of the additional amount will be set aside to be added to Provostial and Decanal merit pools.

Distribute a special one time PTR allotment July 1, 2006 calculated on the basis of \$500 per FTE for Professoriate and prorated amounts for Lecturers and Librarians. Ten percent of the additional amount will be set aside to be added to Provostial and Decanal merit pools.

4. Information Issues

Article 11 – delete the last paragraph of Article 11 of the Memorandum of Agreement and substitute the following:

It is understood that this article shall not be construed to require the University,

- (a) to compile information and statistics in particular form if such data are not already compiled in the form requested; or
- (b) to provide any information related to any individual or otherwise prohibited by law.

The University shall designate an information contact person who shall conduct the exchange of information with an information officer designated by the Association.

If any dispute arises with respect to the implementation of this article, the matter shall be referred by either party, as expeditiously as possible, to the Chair of the Grievance Review Panel or his or her designate who

shall, as expeditiously as possible, confer with the parties and issue a final and binding decision including appropriate directions.

The University agrees to include a brochure provided by UTFA in its information package sent to individuals on the short-list for faculty appointments. The University also agrees to provide contact information about the Faculty Association and its website address to individuals who are being offered appointments as faculty members or librarians.

The University agrees to provide in the annual Pension and Benefits Statements for faculty members and librarians an estimate of the lump sum termination value of the pension as of the end of the Plan year, beginning with the Statement as of June 30, 2006. The University and UTFA agree to work towards ensuring that plan members understand that this estimated value is not a guarantee of the amount the member would receive if they terminated from the University.

5. Research Associates

The University agrees to develop a plan with the Faculty Association for consultation with Research Associates with respect to developing an agreement between the University and UTFA regarding the review of policies respecting research associates and the negotiation of minimum salary and benefits for research associates.

6. Stipend Rate

Effective July 1, 2005 the minimum per course stipend rate payable to part-time non-sessional appointments represented by UTFA and faculty members teaching on overload will be increased to \$12,500.

7. Minimum Salary for Lecturers

Effective July 1, 2005 the minimum salary for Lecturers will be increased to \$60,000.

8.a. Librarian II Salary Ceiling

Effective July 1, 2005 the salary ceiling for Librarian II will be eliminated.

8.b. Librarian III and IV

Effective July 1, 2005 the minimum salary for Librarian III and IV to be increased to \$62,000 and \$75,700 respectively.

9. Working Groups and Task Force

The membership of each of these Joint Working Group shall include three representatives of each party.

The parties agree that each Joint Working Group will be provided with data in accordance with the provisions of Article 11. The groups will determine the analysis and presentation methods for summary statistical data to be used so that both parties work from a common set of data.

The groups will gather facts, identify issues and consult with the University community and will report to their respective principals no later than April 30, 2006.

The deliberations, reports and recommendations of the working groups shall be confidential and no public disclosure will be made without the agreement of both parties.

The parties agree that any incremental costs associated with the adoption of recommendations arising from these working groups will be the subject of future negotiations.

9. a. Pensions

The parties agree to establish a Joint Working Group to investigate and make recommendations with respect to alternative pension arrangements, including design, eligibility, transition, and a framework for its introduction.

Each party will include its respective actuary or pension consultant as a member of the Working Group.

9.b. PTR Model

The parties agree to establish a Joint Working Group to review and make recommendations with respect to the PTR model.

9.c. Benefits

The parties agree to establish a Joint Working Group to investigate and make recommendations with respect to achieving efficiencies and alternative plan designs, including Health Care Expense Accounts, for benefit programs for active and retired faculty and librarians. The working group will also consider the extent to which information concerning the current benefit plans may be shared.

9.d. Memorandum Article XVII

The parties agree to appoint a Task Force to make recommendations to the parties with respect to any proposed changes to the Memorandum of Agreement. Each party will name a Co-Chair and

up to four representatives. It is understood that the representatives of either party may consult broadly. The Task Force will report by April 30, 2006.

10. Health Care Spending Account

A Health Care Spending Account ("HCSA") will be introduced effective July 1, 2006 as an alternative vehicle for funds available under the Professional Expense Reimbursement.

Prior to July 1st of each University Year (the period from July 1st to June 30th), Faculty members and Librarians entitled to the Professional Expense Reimbursement ("PER") will be able to elect the following allocation of the PER funds for that University Year:

- 100% to the PER (default election).
- 50% to the PER and 50% to the HCSA.
- 100% to the HCSA.

The timing and form of the election will be as prescribed by the University, subject to consultation with the Faculty Association, and the election will be irrevocable.