

Article 25 – Pension and Benefits

25.01 Pension

The University shall administer a defined contribution pension plan registered under the Pension Benefits Act (Ontario).

a) Eligibility

Every Teaching Faculty Member is required to join the plan on the date of hire. Both the Employer and Teaching Faculty Members shall continue to make contributions in accordance with the Pension Plan requirements as set out in this section for those Teaching Faculty Members who have postponed their retirement beyond their Normal Date of Retirement (NDR), which is the June 30th following a staff member's 65th birthday. However, pursuant to the Income Tax Act, Teaching Faculty Members will be required to commence pension benefits no later than the end of the calendar year in which a Teaching Faculty Member attains age 71 or at such date as may be required by the Income Tax Act (the required pension start date).

b) Pensionable Earnings

Pensionable earnings include base salary and stipends, and any variable pay paid by or through the Employer.

c) Member Contributions

Every Teaching Faculty Member shall be required to contribute three percent (3.0%) of pensionable earnings to the plan and may make voluntary contributions of up to a further three percent (3.0%) of pensionable earnings.

d) Employer Contributions

The Employer shall contribute a total of eight percent (8.0%) of pensionable earnings to the pension plan or Health Care Expense Account, with two components:

- i. A basic contribution of six percent (6.0%) of pensionable earnings to the pension plan.

- ii. A supplemental contribution up to two percent (2.0%) of pensionable earnings in half percent (0.5%) increments. The balance not directed into a Teaching Faculty Member's pension, up to two percent (2.0%) of pensionable earnings, will be directed to the Health Care Expense Account as per Article 25.04.

Each Teaching Faculty Member will make an election each year in advance to direct part or all of his/her supplemental contributions to the Defined Contribution Pension Plan or to the Health Care Expense Account (HCEA).

e) Vesting

Employer and employee contributions to the plan vest immediately.

f) Investment Options

Teaching Faculty Members will direct the investment of both Employer and Member contributions. A wide range of investment options will be offered.

- g) The Faculty Association shall appoint a Teaching Faculty Member to the University's Pension and Benefits Advisory Committee.

25.02 Major Medical Plan

The Employer shall establish a Major Medical Plan.

- a) The Employer shall pay one hundred percent (100%) of the premiums associated with the Major Medical Plan.
- b) Entitlement for major medical benefits shall be governed exclusively by the terms of the Major Medical Plan and shall be determined exclusively by the applicable Insurance Carrier.
- c) The responsibility of the Employer in respect of the Major Medical Plan shall be limited solely to the payment of premiums to the Insurance Carrier.
- d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance

Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.

- e) Participation in this program is a condition of employment. Eligible employees must enroll their eligible family members before benefits are provided.
- f) Entitlement issues are not subject to the grievance and arbitration provisions of the Collective Agreement and are to be dealt with exclusively by the employee and the Insurance Carrier.
- g) An outline of the provisions is attached in Appendix "B."

25.03 Dental Plan

The Employer shall establish a Dental Plan.

- a) The Employer shall pay one hundred percent (100%) of the premiums associated with the Dental Plan.
- b) Entitlement for dental benefits shall be governed exclusively by the terms of the Dental Plan and shall be determined exclusively by the applicable Insurance Carrier.
- c) The responsibility of the Employer in respect of the Dental Plan shall be limited solely to the payment of premiums to the Insurance Carrier.
- d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.
- e) Participation in this program is a condition of employment. Eligible employees must enroll their eligible family members before benefits are provided.
- f) Entitlement issues are not subject to the grievance and arbitration provisions of the Collective Agreement and are to be dealt with by the employee and the Insurance Carrier.
- g) An outline of the provisions is attached in Appendix "B."

25.04 Health Care Expense Account

- a) The Employer shall make available \$900.00 effective January 1 of each calendar year for employees who are otherwise eligible to receive benefits under the Major Medical and Dental Plans plus any additional amount as directed by the employee in Article 25.01 d) ii.
- b) The Health Care Expense Account may only be utilized by an employee for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not otherwise covered by the Major Medical and Dental Plans.
- c) Entitlement for reimbursement shall be governed exclusively by the terms of the Health Care Expense Account.
- d) Any unused allocation in a Teaching Faculty Member's Health Care Expense Account as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year after which time the unused balance shall be forfeited. Teaching Faculty Members who are no longer employed by the University will immediately forfeit any unused balance.

25.05 Short Term Disability Benefits

- a) A Teaching Faculty Member who is unable to perform his/her responsibilities due to illness or accident is eligible to receive one hundred percent (100%) salary for up to six months, followed by seventy-five percent (75%) of salary for up to an additional six months.
- b) At the expiry of this twelve (12) month period, the Teaching Faculty Member is eligible to apply for Long Term Disability under the Employer's plan.

25.06 Long Term Disability Benefits

The Employer shall establish a Long Term Disability Plan.

- a) All employees shall be required to participate in the Long Term Disability Plan subject to meeting the eligibility and/or qualifying criteria under the applicable terms of the Long Term Disability Plan.

- b) The applicable premium costs associated with the Long Term Disability Plan shall be determined by the Insurance Carrier from time to time.
- c) Employees shall pay one hundred percent (100%) of the premiums associated with the Long Term Disability Plan through monthly payroll deductions made by the Employer, who shall remit those premiums to the Insurance Carrier.
- d) Entitlement for long term disability benefits shall be governed exclusively by the terms of the Long Term Disability Plan and shall be determined exclusively by the Insurance Carrier.
- e) The responsibility of the Employer in respect to the Long Term Disability Plan shall be limited solely to deducting and remitting the premiums to the Insurance Carrier.
- f) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.
- g) Entitlement issues are not subject to the grievance and arbitration provisions of the Collective Agreement and are to be dealt with exclusively by the employee and the Insurance Carrier.
- h) An outline of the provisions is attached in Appendix "B."

25.07 Life Insurance

The Employer shall establish a Life Insurance Plan.

- a) The Employer shall pay one hundred percent (100%) of the premiums associated with Basic Life Insurance. Employees shall pay one hundred percent (100%) of the premiums associated with Employee Optional Life Insurance and Spouse and Child(ren) Optional Life Insurance.
- b) Entitlement for life insurance shall be governed exclusively by the terms of the Life Insurance Plan and shall be determined exclusively by the applicable Insurance Carrier.

- c) The responsibility of the Employer in respect of the Life Insurance Plan shall be limited solely to the payment of premiums to the Insurance Carrier.
- d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.
- e) Eligible employees must enroll their eligible family members before benefits are provided.
- f) Entitlement issues are not subject to the grievance and arbitration provisions of the Collective Agreement and are to be dealt with by the employee and the Insurance Carrier.
- g) An outline of the provisions is attached in Appendix "B."

25.08 Accidental Death and Dismemberment (AD&D) Insurance

The Employer shall establish an Accidental Death and Dismemberment Insurance Plan.

- a) The Employer shall pay one hundred (100%) percent of the premiums associated with Basic AD&D Insurance. Employees shall pay one hundred percent (100%) of the premiums associated with Employee Optional AD&D Insurance and Spouse and Child(ren) Optional AD&D Insurance.
- b) Entitlement for life insurance shall be governed exclusively by the terms of the AD&D Insurance Plan and shall be determined exclusively by the applicable Insurance Carrier.
- c) The responsibility of the Employer in respect of the AD&D Insurance Plan shall be limited solely to the payment of premiums to the Insurance Carrier.
- d) The Employer shall have the right to change Insurance Carriers provided that, in the aggregate, equivalent or better coverage is maintained. If the Insurance Carrier is changed, the Employer shall provide to the Faculty Association proof of coverage upon request.
- e) Eligible employees must enroll their eligible family members before benefits are provided.

- f) An outline of the provisions is attached in Appendix “B.”

25.09 Cessation of Benefits and Post-Retirement Benefits

- a) Cessation of Benefits

Teaching Faculty Members who have not reached their normal date of retirement (NDR; age 65) shall be eligible for the benefits set out in Articles 25.02 to 25.08. Teaching Faculty Members who choose to work beyond their NDR shall be eligible for all benefits except for Long Term Disability (Article 25.06) which will cease as of the NDR, Basic Life Insurance and Optional Life Insurance (Article 25.07) which shall cease as of age 69 and Optional Accidental Death and Dismemberment Insurance (Article 25.08) which shall cease at age 71. All benefit coverage shall cease as of the date the Teaching Faculty Member retires or, if still in active employment, on December 31 of the calendar year in which the Teaching Faculty Member turns 71, or such other date as prescribed by the *Income Tax Act*. If the Teaching Faculty Member continues in active employment beyond this date, he/she will be entitled only to a maximum cumulative total of twenty-six (26) weeks of Short Term Disability coverage for all illnesses, and for a HCEA as described under Article 25.09 b).

- b) Post Retirement Benefits

When a Teaching Faculty Member retires from employment with the Employer, his/her benefit coverage ceases. When a Teaching Faculty Member who has ten (10) years of service with the Employer, and who is at least 60 years of age, retires directly from employment with the Employer, the University shall deposit \$1,000 per annum into the individual's HCEA for reimbursement of health care expenses as defined by the *Income Tax Act*. This allocation shall be made on a calendar year basis, prorated for the balance of the calendar year in the year in which retirement occurs. Eligibility, entitlement and coverage for reimbursement shall be governed exclusively by the terms of the HCEA. Any unused allocation in such an HCEA as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year after which time the unused balance shall be forfeited. Any unused balance in such an HCEA will be forfeited on the death of the retiree.

25.10 Dependent Tuition Assistance Program (DTAP)

- a) Effective the first full semester following the completion of six (6) months of service of a Teaching Faculty Member with the Employer, a dependant or spouse of a Teaching Faculty Member may qualify for tuition assistance up to fifty percent (50%) of the tuition for a first year Bachelor of Arts program at UOIT, tenable in any full-time program of study at any recognized post-secondary institution in Ontario. The DTAP benefit is available for a maximum of four (4) years of study.
- b) The University shall establish annually a fixed sum of money available for the DTAP. If the value of eligible DTAP applications exceeds the fixed funds available under this program the funds will be distributed equally among all eligible applicants.
- c) The Employer will provide the DTAP benefit following the latest program of study withdrawal date in effect at UOIT.
- d) The value of the DTAP does not change in instances where the student is the dependant of more than one (1) UOIT employee.
- e) To be eligible for DTAP, the dependant or spouse must have paid all tuition and other mandatory fees required by the institution he/she is attending.
- f) The DTAP does not apply to dependants or spouses who study on a part-time basis.
- g) The dependant or spouse must meet eligibility requirements to qualify for the DTAP benefit. Definitions, processes and requirements will be as set out in the University policy Dependent Tuition Assistance Program (DTAP).

25.11 Staff Development Tuition Reimbursement Program (TRP)

- a) A Teaching Faculty Member following the completion of three (3) months of continuous service with the Employer, is eligible for tuition reimbursement valued at 50% of the cost of tuition to a maximum of 50% of the tuition for a first year Bachelor of Arts course at UOIT for undergraduate courses or a first year Master of Science program course at UOIT for a graduate course.

- b) Employees may qualify for TRP to a maximum of four (4) Academic Term courses or equivalent per Academic Year.
- c) The Teaching Faculty Member shall be reimbursed as set out in 25.11 a) upon successful completion of a course that is either:
 - i. A UOIT degree course up to and including the Master's level;
 - ii. A diploma or certificate program offered through Durham College; or
 - iii. A Bachelor's degree or a Master's degree at a recognized post-secondary educational institution other than UOIT or Durham College.
- d) To be eligible for TRP, the Teaching Faculty Member must have completed an individual development plan that has been approved by his/her Dean.
- e) Courses should be taken on the Teaching Faculty Member's own time outside of normal working hours. However, if the course in consideration is not otherwise available, one such course at any one time may be taken during working hours if alternative work arrangements are made and upon approval of the Dean.

25.12 Professional Development Allowance

Eligibility

- a) All full-time Teaching Faculty Members shall be allocated a Professional Development Allowance (PDA) each Appointment Year as set out in Appendix A. A pro-rated PDA will be allocated to a Teaching Faculty Member joining the University after July 1.
- b) A Teaching Faculty Member with a reduced workload will receive a pro-rated PDA.
- c) Use of Funds

The funds are designated for use by the Teaching Faculty Member for professional development purposes. Expenses covered by the allowance can include:

- i. dues and membership fees for professional associations;
- ii. computer software and supplies used or consumed in the pursuit of the Teaching Faculty Member's professional development;

- iii. travel, including registration, transportation, food and accommodation for the Teaching Faculty Member to attend conferences, field trips, research visits, or workshops consistent with University policies for expense claims;
 - iv. subscriptions to professional publications;
 - v. expenses directly associated with current active research or professional programs and other uses, as approved by the Teaching Faculty Member's Dean.
- d) All goods purchased through the Professional Development Allowance remain the property of the University. If a member wishes, he/she may purchase these items from the University four (4) years after the purchase date at fair market value.
- e) Unspent Balances

PDA accounts shall be made available to the Teaching Faculty Member on July 1. If a Teaching Faculty Member has not spent all of his/her PDA prior to July 1, the unspent allocation shall be made available to that Teaching Faculty Member for two (2) further years or longer at the Dean's discretion.

25.13 Professional Fees

All professional membership fees and dues, excluding the Faculty Association dues, which are required for employment, shall be paid by the Employer on behalf of the Teaching Faculty Members. Eligible Teaching Faculty Members shall advise their Dean of such fees or dues.

25.14 Employee Assistance Program

The Employer will provide access to an Employee Assistance Program for which Teaching Faculty Members are eligible.

25.15 Transportation Between University Locations

Unless the Employer provides a system of complimentary transportation, the Employer shall reimburse Faculty Members in the amount of the Durham Regional Transit cash fare for each one way trip between locations for work-related travel.