

ENTENTE

CONVENTION COLLECTIVE
1 MAI 2008 AU 30 AVRIL 2011

SETTLEMENT

COLLECTIVE AGREEMENT
1 MAY 2008 TO 30 APRIL 2011

Les textes sont présentés seulement dans la langue dans laquelle ils ont été finalement négociés.
Texts are presented only in the language in which they were finally negotiated.

ARTICLE 13 GRIEFS ET ARBITRAGES - GRIEVANCES AND ARBITRATION

*13.2.4 If a memorandum under either 13.3.6 or 13.4.5 is not executed, or any other step in this article is not carried out, within the time limits prescribed in this article, or such other time as agreed to by the liaison officers, the grievor may submit the matter to the next step as if a negative reply or denial had been received.



*13.2.10 Where a grievance is filed against an employer decision, the employer decision shall stand and remain effective until and unless the employer reverses its decision, or (to the extent of such an order) an FGC or arbitration board has issued an interim order with respect to the grievance, or there has been a final and binding determination by an FGC or arbitration board upholding the grievance, or there has been settlement.



*13.3.5 The employer's liaison officer shall arrange for a meeting to be held wWithin 10 working days of receipt of the brief, or such other time as agreed to by the liaison officers, ~~the employer's liaison officer shall arrange a meeting~~ to be attended by the liaison officers or their delegates, the concerned member, and the dean. The provisions of 13.4.3 apply to such a meeting, *mutatis mutandis*.



*13.4.2 **Step 1 meeting** The employer's liaison officer shall arrange for a Step 1 meeting to be held wWithin 10 working days of receipt of the written notice of grievance, or such other time as agreed to by the liaison officers, ~~the employer's liaison officer shall convene a Step 1 meeting to be~~ attended by the liaison officers or their delegates, the grievor, and the dean, it being understood that:

- (a) in the case of a grievance against a decision of the Joint Committee, Board, or Administrative Committee, the Vice-President Academic and Provost or her delegate shall replace the dean;
- (b) in the case of a group grievance, an authorized spokesman shall attend for the group and shall deliver to the liaison officers, in writing, a list of the members of the group;
- (c) in the case of a grievance initiated by the Association, the president of the Association or her delegate shall attend as the grievor.



*13.4.6 Unless otherwise agreed to by the liaison officers, ~~a~~ A grievance that proceeds beyond Step 1 with respect to matters related to the Faculty of of Graduate and Postdoctoral Studies (FGPS), including membership or review of membership in the FGPS, or the assignment of teaching load and other decanal decisions other than the issuance of a written reprimand or formal warning or the non-renewal of a limited term regular appointment, shall proceed to Step 2. ~~promotion, tenure, or continuing appointments, academic or professional leaves (in the case of librarian or language teacher members), suspension, dismissal, the withholding of all of the progress through the ranks, For~~ the issuance of a written reprimand or formal warning, or the non-renewal of a limited term regular appointment, and in all other cases, the grievance shall bypass Step 2 and proceed directly to Step 3 as set out in 13.6. Notwithstanding the foregoing, where a grievance that would normally proceed to Step 2 alleges a breach of the duty to accommodate under the Ontario Human Rights Code, it shall bypass Step 2 and proceed directly to Step 3. ~~In all other cases, the grievance shall proceed to Step 2.~~



*13.5.2 ~~Where a grievance can proceed to the FGC as either a private or an Association grievance,~~ The Association's liaison officer shall, within 15 working days following the forwarding of the referral to the FGC under 13.5.1 ~~at least 5 working days prior to the FGC hearing,~~ advise the employer's liaison officer whether the grievance is proceeding as an Association grievance ~~or a private grievance.~~



- *13.5.3 **Time limits for FGC hearing** The FGC shall convene a hearing of the grievance within 20 working days of receipt, by the employer's liaison officer, of the [notice from the Association under 13.5.2](#)~~grievor's request for submission of the grievance to the FGC.~~



- *13.5.4 Each member of the FGC shall have a single vote, with any member having the right to abstain. An *FGC decision* is a determination of a grievance by the FGC supported by at least 2 of its members, [unless the matter is heard by a chair sitting alone in accordance with paragraph E.1 of appendix E, in which case it shall be the determination of the chair](#)-

ARTICLE 16

AUTRES COMITÉS DE PAIRS - OTHER PEER COMMITTEES

- *16.1.1.2 Les membres du CPB sont élus au scrutin préférentiel secret, par courrier, par tous les bibliothécaires syndiqués permanents du Réseau. Un comité de mise en candidature propose des candidats pour tous les postes vacants en tenant compte de la structure administrative du Réseau et en assurant une représentation équitable. Pour assurer cette représentation équitable, le CPB se compose ainsi : un total de trois membres de la [section A \(toutes les unités se rapportant à la directrice de la bibliothèque Morisset, de la cartotheque et de la musicothèque](#); un total de deux membres de la [section B \(toutes les autres unités\)](#)~~bibliothèque de droit, de la bibliothèque des sciences de la santé, des services techniques, des ressources électroniques et des systèmes~~. Le comité de mise en candidature, composé des représentants des bibliothécaires au sein de l'APUO, organise l'élection des membres du CPB de la façon suivante.

...

- (c) S'il s'avère impossible de combler un poste vacant par le processus normal, le comité de mise en candidature nomme des membres au CPB pour garantir la représentation équitable [en s'assurant d'avoir au minimum un membre de chaque section A et B définie à 16.1.1.2](#).

ARTICLE 17

ENGAGEMENTS - APPOINTMENTS

- *17.1.3.9 When a department deemed to have under-representation of women or men as defined in 17.1.6.3 transmits to the dean a recommendation for appointment, it shall add the following:
- (a) the list of members of the selection committee;
 - (b) assurances that all candidates on the short list were given the opportunity of meeting all members of the department;
 - (c) the short list of candidates;
 - (d) the list of candidates considered to be qualified;
 - (e) the list of candidates considered to be unqualified;
 - (f) a written summary of reasons why, ~~whengiven~~ 17.1.6.1 and 17.1.6.3 [apply](#), the appointment of a candidate of the other gender is being contemplated, [if that is the case](#).



- *17.4.2.3 Where this agreement calls for the consideration of a matter by the member's chair or dean or by a TPC, it is understood that these shall be the chair, dean or TPC corresponding to the member's principal appointment. In all such instances, chairmen and TPCs of the member's secondary department(s) shall be consulted regarding the matter under consideration and their written opinions or recommendations shall be placed in the member's file.

This process will apply, *mutatis mutandis*, for all members in interdisciplinary programs that have been agreed to by the parties and that are listed in Appendix H, it being understood that members shall be appointed to a principal department/school. This list will be reviewed from time to time by the parties.



- *17.6.2.2 Any faculty member may request to be transferred to a vacant academic staff position for which she is qualified subject to the selection process detailed in 17.1.2 and 17.1.3. In such a case, the vacant position shall be offered to the member when her qualifications are equal to or better than those of the best applicant(s) having regard to all of the requirements of the employer with respect to such position.



- *17.7.1.7 La personne choisie pour combler un poste vacant, quel que soit le mode de dotation du poste qui fut appliqué, est informée par écrit des conditions de travail qui lui sont offertes: description des tâches correspondant au poste offert, durée de l'engagement, rang, salaire, nombre d'années d'expérience antérieure professionnelle reconnue aux termes de 23.4.1.1, les dispositions telles que prévues à la section 40.5, relatives au remboursement des frais de déménagement, et conditions particulières s'il y a lieu (ex.: connaissance de la seconde langue officielle, date d'éligibilité à l'engagement continu). Si la personne choisie n'est pas un bibliothécaire qui était déjà au service de l'employeur, elle reçoit en même temps un exemplaire de la présente convention.

ARTICLE 23

REVUE ET ÉVALUATION - REVIEW AND EVALUATION

- 23.5.1.3 Le rendement d'un bibliothécaire syndiqué fait l'objet d'une revue évaluation annuelle, aux termes de 23.5.2.



- *23.5.2.2 L'évaluation du rendement se fait, durant toute la durée de la présente convention, au moyen d'un formulaire approuvé par les parties en 2002, étant entendu que ce formulaire pourra être modifié de temps à autre avec le consentement des parties. Le membre soumet son rapport au plus tard le 1 juin~~30 avril~~.



- *23.5.2.5 The performance appraisal shall take place at the end of the academic year for which the member has submitted a report pursuant to 23.5.2.2 and shall be addressed to the member's performance during that academic year. The part of the review process mentioned in 23.5.2.3 shall be completed no later than 1 September~~31 May~~; the remainder of the process, up to and including the participation of the University Librarian, shall be completed by 1 October~~15 July~~.

ARTICLE 27

CONGÉ DE MALADIE - SICK LEAVE

- *27.2.1.1 As soon as possible after the commencement of each period of disability, the member or her delegate must inform the member's chair of the ~~nature of the disability and the~~ estimated duration of absence.



- *27.2.1.3 Upon request by the dean or her delegate, a medical certificate must be submitted to the Occupational Health, Disability and Leave Sector of Human Resources~~University Health~~ Services:

- (a) for any sick leave period which exceeds 10 consecutive working days; or
- (b) if, on the basis of the member's sick leave record, the dean has serious doubt as to the validity of the claim for sick leave benefits, even if the sick leave period is shorter than 10 consecutive working days.

ARTICLE 31

DISPOSITIONS SPÉCIALES : BIBLIOTHÉCAIRES - SPECIAL PROVISIONS : LIBRARIANS

*31.2.1.1 **Objectif** L'employeur maintient une politique de congé professionnel à l'intention des bibliothécaires syndiqués. Ce congé constitue un privilège et est considéré comme un investissement propre à favoriser l'essor de l'Université en permettant à un membre de se livrer à une ou plusieurs des activités suivantes:

- (a) se consacrer à des travaux savants, [des activités de perfectionnement professionnel ou des services à la communauté universitaire](#), aux termes de [20.5.3.2](#), 20.5.3.4, [et 20.5.4](#), ~~20.5.5~~;

ARTICLE 32

FACULTÉ DES ÉTUDES SUPÉRIEURES ET POSTDOCTORALES FACULTY OF GRADUATE AND POSTDOCTORAL STUDIES

SECTION 32.2 MEMBERSHIP IN THE FACULTY

*32.2.1 Recommendations and decisions

An application for membership in the Faculty [may be made as soon as a member is appointed, and](#) shall be processed as follows.

ARTICLE 37

SÉLECTION D'UN DIRECTEUR DE DÉPARTEMENT - SELECTION OF A CHAIR

*37.2.5.2 [Length of mandates for chairs:](#) Upon receipt of the documentation mentioned in 37.2.5.1, the President shall transmit it to the Board along with her personal recommendation.

[\(a\) In the Faculties of Health Sciences and Medicine](#)~~The Board shall appoint a chair for a term of not more than 3 years. In the Faculty of Health Sciences,~~ provided the selection committee approves, the Board may appoint a chair for a term of up to 5 years.

[\(b\) In all other faculties, the Board shall initially appoint a chair for a term of not more than 5 years. In the case of a chair initially appointed for 3 years, the member will have the possibility of extending her mandate for a further two years, in which case the confirmation process will be a consultation by the dean of the regular members of the unit as to their agreement with the continued mandate of the chair for a further two years, as would be the case in appointing an interim chair, with at least half of the responses to the dean's consultation supporting the continued mandate. Any further renewals will be for a maximum of three years each.](#)

ARTICLE 39

MESURES DISCIPLINAIRES - DISCIPLINARY MEASURES

*39.2.2.4 The provisions of subsections 13.2.2, 13.2.6, ~~and 13.2.8,~~ [and 13.4.3](#) apply, *mutatis mutandis*, to a preliminary meeting held pursuant to 39.2.2.3.

- *39.4.2.3 Where a dean recommends suspension or dismissal, the Board shall give proper consideration to the matter and shall, within 20 working days of receipt of the dean's recommendation, [but subject to subsection 13.3.4](#), decide:
- (a) that no disciplinary action is to be taken against the member; or
 - (b) that a written reprimand is to be issued to the member; or
 - (c) that the member is to be suspended for a specific period; or

ARTICLE 40 AVANTAGES SOCIAUX - BENEFITS

Section 40.3 Severance pay [and Transition to Retirement](#)

40.3.1 *Severance pay

A member who has attained the age of 60, or whose age plus actual Credited Service is equal to 90 or more, and retires prior to the normal retirement date set out in the University of Ottawa Pension Plan, provided she does not retire prior to the completion of her scheduled teaching duties in a given term, is entitled to compensation for long service, to be referred to as *severance pay*, equal to \$660 [\[The value of \\$660 changed to \\$800, effective for those retiring on or after 30 April 2009\]](#) times the number of years (or parts thereof) of regular full-time service with the employer times the number of years (or parts thereof) remaining between the actual date of retirement and the normal retirement date for the member, this last number not to exceed 5.



NEW SUBSECTION 40.3.2 Transition to Retirement

- 40.3.2.1 A member who is eligible to retire and to receive the benefit under subsection 40.3.1 may, instead of retiring in accordance with 40.3.1, opt for the transition to retirement benefit set out in this subsection. The overall value of the transition to retirement benefit shall be equal to the value of the severance benefit under subsection 40.3.1, as calculated at the effective start of the transition period chosen by the member. The value of the severance payment calculated under this paragraph 40.3.2.1 will be applied pursuant to paragraphs 40.3.2.6 and 40.3.2.7. The start of the transition period shall not be prior to the completion of her scheduled teaching duties in a given term.
- 40.3.2.2 Upon the request of the member under this subsection 40.3.2, when such a request is made to the dean, instead of receiving the severance payment under subsection 40.3.1, she shall be entitled to a reduction in workload of up to 50% in the same manner as would be applicable under article 30, as modified by this subsection, for a period of up to three years ending no later than the member's normal retirement date. The member will include in her request to the dean her choice of the duration, proportional reduction of workload and salary to be received each year of the transition period.
- 40.3.2.3 Both the percentage reduction (to a maximum of 50%) and the transition period (of up to three years) shall be at the option of the member, provided the reduction in workload is proportional across all components of the member's workload.
- 40.3.2.4 The member's retirement date shall be at the termination of the transition period; the application under subsection 30.2.1 shall be accompanied by a statement to that effect which shall be included in the reduced workload agreement; this commitment to retire shall become irrevocable once the reduced workload agreement has been signed pursuant to paragraph 30.2.2.2.
- 40.3.2.5 Notwithstanding paragraph 30.2.1(e), the application shall normally be delivered to the member's dean no later than 6 months prior to the start of the transition period. The member's request shall be approved automatically by the employer and paragraph 30.2.2.1 shall not apply.

(Note: For members choosing this benefit in the period immediately following ratification, the parties have agreed that the following will apply:

1. For those who wish to avail themselves of this provision beginning 1 Jan 2010, the notification deadline will be 1 Sept 2009.
2. For those who may wish to begin the transition program before the start of the Sept 2009 fall term, the notification should be as far in advance as possible (e.g. end of June) and any such requests would be dealt with on a case by case basis and would depend on what courses they were scheduled to teach in the fall and whether it would be feasible to accommodate a change.)

40.3.2.6 During the transition period, the member shall be entitled to receive a supplement to her regular salary, equal to a proportion of the value of the benefit under section 40.3.2.1, in order to increase the salary to a level chosen by the member; the supplement received in total during the transition shall not be more than the total value of the severance allowance calculated in accordance with 40.3.2.1; further, at no time shall the member receive more than 100% of her nominal salary. The annual supplemental amount may be adjusted at the option of the member once per academic year, in which case, subsequent amounts will be modified to insure the total amount is not greater than the overall amount calculated under 40.3.2.1.

40.3.2.7 Upon retirement at the conclusion of the transition period, the member shall receive any remaining balance of the value of the severance benefit calculated in accordance with subsection 40.3.2.1 that has not been applied pursuant to paragraph 40.3.2.6, it being understood that the overall value of the severance benefit shall be calculated as of the start date of the transition period. This remaining payment shall be treated as a severance payment under subsection 40.3.1, with any rules or procedures applicable to the manner of payment of the severance benefit applying at that time.

40.3.2.8 Subsections 30.3.1 and 30.3.2 do not apply to this transition to retirement benefit.

40.3.2.9 With respect to the application of section 30.4, it is understood that:

- (a) a member does not accumulate academic leave credits during the transition period;
- (b) a member continues to participate in the University of Ottawa Pension Plan, with the member and employer each contributing on the basis of the member's nominal salary, and the member receives credit for full years of service, subject to Canada Revenue Agency limits.
- (c) all other employee benefits continue in force with the benefit level determined by the member's nominal salary, and the employer and member, where applicable, each contribute on the basis of the member's nominal salary.

40.3.2.10 A member may choose to retire prior to the end of the transition period, in which case she shall be entitled to receive the balance of the value of the severance payment, with paragraph 40.3.2.7 applying *mutatis mutandis*.



*40.4.3.3 **Membership of the Pension Plan Committee** The ~~Rector~~ President is an *ex officio* member of the committee. In addition to the ~~Rector~~ President, the committee shall be composed in accordance with the following principles ~~has 12 other members, as follows:~~

- (a) in addition to the President, it shall have at least 12 members, including the Associate Vice-President, Human Resources who is an ex-officio member; ~~a person appointed by the Board to serve as chair of the committee;~~
- (b) excluding the President, at least 2/3 are non-management members of the Plan ~~the Director of the Human Resources Service;~~
- (c) excluding the President, at least 25% are members ~~3 members~~ appointed by the Association; and

(d) one person, other than the President, is appointed by the Board to serve as Chair of the Committee,~~a person representing the clinical teachers in the Faculty of Medicine, appointed by the Board upon nomination by the dean of that faculty;~~

~~(e) 6 other persons, appointed in a manner prescribed by the Board.~~



40.4.3.4 **Membership of the Pension Fund Investment Committee** The committee has 8 members, appointed by the Board of Governors, as follows, it being understood that an external person is a person who is neither employed by the University of Ottawa, nor a member of the Board of Governors, nor a member of the Plan:

- (a) an external person to serve as Chair of the committee;
- (b) 2 other external persons;
- (c) one member of the Board of Governors;
- (d) the Vice-President, Resources;
- (e) 3 members of the Plan, 2 of whom shall be members of the Association.

Letter of Understanding: the membership of the PFIC may also be reviewed pending the conclusion of negotiations between the employer and the other employee unions.



SECTION 40.6 TUITION FEES

Effective on ratification,

- (a) the tuition exemption/bursary benefit under the terms currently spelled out in 40.6.2.2 through 40.6.2.8 shall apply for all cases from this point forward with no maximum to the amounts required to fund this benefit.
- (b) the benefit under 40.6.3 shall be discontinued, it being understood that the provisions respecting that benefit shall continue to apply to any spouse, child, or dependent registered at institutions other than the University of Ottawa as of September 2009, until such time as the student completes the program registered in as of September 2009 or until 31 August 2013, whichever comes first.

As of the date of ratification, the changes to the collective agreement text are:

40.6.2 Exemption from tuition fees

*40.6.2.1 ~~The tuition exemption/bursary benefit in this subsection shall continue to apply to any spouse, child, or dependent registered in a program at the University of Ottawa as of the 2001-2002 academic year, until that program has been completed.~~ Effective [date of ratification] any spouse, child or dependent registered in a program at the University of Ottawa is entitled to an exemption from tuition fees or a bursary benefit, as set out in this subsection.

The remainder of the current 40.6.2 remains unchanged.
Paragraphs 40.6.3.8 and 40.6.3.14 shall be incorporated into 40.6.2

40.6.3 Tuition support benefit Effective [date of ratification] the benefit under this subsection is discontinued, it being understood that the provisions respecting the benefit pursuant to subsection 40.6.3 of the 2004-2008 collective agreement shall continue to apply to any spouse, child or dependent registered at institutions other than the University of Ottawa as of September 2009, until such time as the student completes the program registered in as of September 2009 or until 31 August 2013, whichever comes first.

This new text replaces all of the existing 40.6.3. The text of 40.6.3 from the 2004-2008 collective agreement shall be included as an Appendix I for reference purposes.



SECTION 40.8 PARKING AND TRANSPORTATION

40.8.1 Parking

*40.8.1.1 ~~There shall be a~~The Association shall be entitled to appoint 2 members of the University of Ottawa Parking Committee, whose membership is as follows:

- (a) ~~a maximum of 1/3 representing management, 2 persons~~ appointed by the employer, including the director of Protection Services, one of whom shall act as chair;
- (b) at least 2/9ths are persons appointed by the Association;
- (c) the balance are persons representing and appointed by the other user groups, namely, the SFUO and the unions or associations representing employees other than APUO members~~2 persons appointed by the SFUO;~~

~~(d) 2 persons selected by the support staff;~~

~~(e) the director of Protection Services.~~

The method of operation of the Committee shall be established by the Committee, it being understood that the chair must convene the Committee upon request of any three members, within a delay of no more than 15 working days of the request, by giving at least 5 working days notice.

*40.8.1.2 Rules for members' use of parking facilities and fees for members' parking permits shall be established by the employer, upon ~~consultation with~~recommendation of the Parking Committee and in accordance with the provisions of this section.

*40.8.1.3 In order to facilitate the members' fulfillment of their workload duties, the employer shall make its best effort to ensure the availability of adequate parking facilities at reasonable cost in accordance with the provisions of this section.

*40.8.1.4 Every member may receive, ~~free of charge at no cost,~~ upon filing an appropriate request, a parking permit for the semester which will entitle her to park in any University of Ottawa parking lot at any time on Saturdays, Sundays and holidays.

~~*40.8.1.5 — Maximum monthly parking fees are:~~

~~effective 30 April 2004: \$80.20 (Roger Guindon \$61.45) for exterior and \$119.01 for interior.~~

40.8.1.5 By 28 February of each year, the Committee will make a recommendation to the employer regarding the parking fees for the following financial year, that is, 1 May to 30 April.

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.

[As per map attached to master document on file at APUO and with the employer.]

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.

40.8.1.9 Subject to 40.8.1.10, the employer may not increase the monthly parking rates by more than the lesser of (a) or (b) below without either the consent of the Association or, failing that, an award of an arbitrator pursuant to 40.8.1.11.

(a) the Committee recommendation;

(b) the percentage economic increase to be applied to faculty scales for the period coincident with the increase in the parking fees.

40.8.1.10 In the event that a new collective agreement has not been ratified before the termination of the present collective agreement, there may be an interim monthly parking rate increase for the 1 May immediately following the termination date equal to the inflation rate, if any, as calculated under 41.1.1(e), and any differential will be reimbursed to members or collected upon ratification, it being understood that an adjustment to members' nominal salaries and scales for that same 1 May shall be treated in the same manner. Any further adjustments to parking rates and salaries shall only occur following ratification of the new collective agreement and in accordance with its terms, unless otherwise agreed to by the parties.

[NOTE: the new sub-section 41.1.5.3(e) shall include a reference to "and subject to 40.8.1.10"]

40.8.1.11 Should the parties not agree on the increase in monthly rates within the term of a collective agreement pursuant to 40.8.1.9, either party may refer the matter to a single arbitrator, with Appendix C applying *mutatis mutandis*, except that it shall be considered an interest arbitration and not final offer selection.

In determining the appropriate rate increase, the arbitrator shall consider the principle and factors set out in 40.8.1.8. Until such time as the arbitrator's award is rendered, any rate increase cannot exceed the lesser of 40.8.1.9(a) or (b).

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.



SECTION 40.10 HEALTH CARE SPENDING ACCOUNT ON RETIREMENT

*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, 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 2011 calendar year: \$1,250.



Section 40.9 Remboursement des dépenses professionnelles – Professional expenses reimbursement

*40.9.1 The employer shall reimburse every member for allowable professional expenses incurred by the member in each calendar year on behalf of the employer in carrying out employment duties or in acquiring supplies or equipment related to the performance of such duties, as follows.

~~In 2004: \$1,000.~~

~~Effective 2005: \$1,300, \$300 of which shall be paid subsequent to ratification and the submission of an additional declaration.~~

~~Effective 2006: \$1,450.~~

~~Effective 2007: \$1,500.~~

Effective 1 January 2009: \$1,550.

Effective 1 January 2010: \$1,600.

Effective 1 January 2011: \$1,625.

ARTICLE 41 RÉMUNÉRATION - COMPENSATION

SECTION 41.2 SCALES AND SCALE ADJUSTMENTS

41.2.2 Adjustment and scales for 2008-2009

*41.2.2.1 Individual salaries Effective on 1 May 2008

All members' nominal salaries shall be increased by the adjustments described in (a) and (b) below

(a) an economic increase of 3.25%,

(b) a catch-up adjustment of 0.60%.

***41.2.2.2 Scales**

(a) Faculty members

Effective on 1 May 2008, the economic increase described in 41.2.2.1(a) and the catch-up adjustment described in 41.2.2.1(b) shall be applied to the salary scales for faculty members.

As a consequence, the salary scales for faculty members, for the period from 1 May 2008 to 30 April 2009, shall be as follows.

(TO BE COMPLETED)

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

(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) and (b).

(c) Language teacher members

Adjusted as per collective agreement.

(d) Counsellor members

Adjusted as per collective agreement.

41.2.3 Adjustment and scales for 2009-2010

***41.2.3.1 Individual salaries** Effective 1 May 2009:

All members' nominal salaries shall be increased by the adjustments described in (a) and (b) below

- (a) an economic increase of 3.0%
- (b) a catch-up adjustment of 0.5%.

***41.2.3.2 Scales**

(a) Faculty members

Effective on 1 May 2009, the economic increase described in 41.2.3.1(a) and the catch-up adjustment described in 41.2.3.1(b) shall be applied to the salary scales for faculty members, it being understood that the floor and ceiling of lecturer shall be increased to twice the economic increase described in 41.2.3.1(a).

As a consequence, the salary scales for faculty members, for the period from 1 May 2009 to 30 April 2010, shall be as follows.

(TO BE COMPLETED)

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

(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 41.2.3.1(a) and (b).

(c) **Language teacher members**

Adjusted as per collective agreement.

(d) **Counsellor members**

Adjusted as per collective agreement.

41.2.4 Adjustment and scales for 2010-2011

***41.2.4.1 Individual salaries** Effective 1 May 2010:

All members' nominal salaries shall be increased by the adjustments described in (a) and (b) below

(a) an economic increase of 2.75%

(b) a catch-up adjustment of 0.25%.

***41.2.4.2 Scales**

(a) **Faculty members**

Effective on 1 May 2010, the economic increase described in 41.2.4.1(a) and the catch-up adjustment described in 41.2.4.1(b) shall be applied to the salary scales for faculty members.

As a consequence, the salary scales for faculty members, for the period from 1 May 2010 to 30 April 2011, shall be as follows.

(TO BE COMPLETED)

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

(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 41.2.4.1(a) and (b).

(Effective 1 May 2010, decimal fractions shall be calculated and inserted to reflect the proportion of each librarian rank ceiling to the ceiling of assistant professor as of 1 May 2010.)

(c) **Language teacher members**

Adjusted as per collective agreement.

(d) **Counsellor members**

Adjusted as per collective agreement.



*41.3.2.2 **Old PTR increment:** The old PTR increment used for calculating PTR increases for faculty members equals the previous year old PTR value adjusted by the percentage increase applied annually to the salary scales for faculty members. ~~As a consequence, the PTR value of 1 May 2007 is \$2,772.~~

(Values to be inserted)

*41.3.2.3 **New PTR increment:** ~~The grid [set out in 41.3.2.3] shall be increased as per the collective agreement (i.e., 3.6%).~~ The salary ranges and PTR values in the grid set out in this paragraph 41.3.2.3 shall be indexed in accordance with the increases applied annually to the salary scales for faculty members.

(Values to be inserted)

(PTR for librarians, language teachers, and counselors shall be adjusted as per collective agreement rules.)

New text - either as a new section 4.4.3 or 41.1.5.3(e), or both:

Notwithstanding paragraph 41.1.5.3(a), where a new collective agreement has not been ratified before the termination date of the present collective agreement, the PTR increment in 41.1.5.3(b) shall be paid on the 1 May immediately following the termination date based on the PTR value as of that preceding 30 April, with any adjustment being made in accordance with a new collective agreement once ratified; it is understood, however, that any further PTR increments shall only occur following ratification of the new collective agreement and in accordance with its terms, unless otherwise agreed to by the parties.



41.4.9 Anomaly funds

*41.4.9.1 Effective 1 May 2008, a fund of \$200,000 is established for the purpose of individual anomalies under 41.4.1(a), determined by the Anomalies Committee, for anomalies applications submitted by members. It is understood that, if the issue of promotional PTR is the reason for the anomaly, it will be recognized as justification for an anomaly claim.

APPENDIX E COMITÉ DES GRIEFS - FORMAL GRIEVANCE COMMITTEE

*E.1 The Formal Grievance Committee (FGC) shall be a three-person committee composed of an employer nominee, an Association nominee, and a chair, all selected in accordance with this appendix. Notwithstanding the foregoing, the liaison officers may agree in advance of an appointment of an FGC for a specific case, that the FGC shall consist of only the chair, in which case, the parties will agree to the name of the chair from the Panel, failing which it will revert to a three-person committee selected in accordance with this appendix.

APPENDIX H INTERDISCIPLINARY PROGRAMS IDENTIFIED FOR THE PURPOSE OF 17.4.2.3

Graduate programs

Behavioural Neuroscience
Bioinformatics
Biomedical Engineering (MAsc)
Biostatistics
Canadian Studies (PhD)
Chemical and Environmental Toxicology (MSc, PhD)
E-Business (Graduate Certificate)
E-Business Technologies (MEBT / MSc)
E-Commerce (Graduate Certificate)
Engineering Management (MEng)
Environmental Engineering (MEng / MAsc, PhD)
Globalization and International Development (MA)
Health Services and Policy Research (Graduate Diploma)
Human and Molecular Genetics (PhD)
Information Technology Project Management (Graduate Certificate)
Medieval and Renaissance Studies (MDR)
Population Health (PhD)
Population Health Risk Assessment and Management (Graduate Certificate)
Program Evaluation (Graduate Certificate)
Public Management and Governance (Graduate Certificate)
Systems Science (Graduate Certificate (MSc / MSysSc)
Women's Studies (MA, PhD)

Undergraduate Programs

Faculty of Arts	Arts Administration Second Language Teaching Ethics and Society - Applied Ethics Aboriginal Studies Canadian Studies Environmental Studies (BA) Medieval Studies
Faculty of Science	Environmental Science (BSc) Biomedical Science Biopharmaceutical Science
Faculty of Health Sciences	Health Sciences
Faculty of Social Sciences	International Development and Globalization Women's Studies Global Studies International Studies and Modern Languages Gerontology Social Sciences of Health