

uOttawa & APUO negotiations

2. Employer Proposals – Simplified changes

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Streamlined procedures for information exchange

***3.3.1** The employer's ~~liaison officer~~ informs the Association in a quarterly report, on January 31, April 30, July 31 and October 30 of every year as per the following:

- (a) of every new appointment of a member ~~of the academic staff, a language teacher, a counsellor, a librarian, or a research fellow and of her bargaining unit status~~ under section 3.1;
- (b) of any change in the status of a member ~~a person employed at the University of Ottawa~~, when this change in status may have an effect upon the membership of this person in the bargaining unit;
- (c) in cases of tenure, promotion and contract renewal, of all information as defined under 6.5;
- (d) cross-appointments under 17.4;
- (e) of all information on supplementary remuneration as defined under 41.6.2, on the October quarterly report;
- (f) of all occasional individual adjustments, as defined under 41.6.3, on the October quarterly report;
- (g) information related to members teaching duties under 22.2.1.10, on the July quarterly report. ~~This information shall be forwarded to the Association no later than 15 working days following the beginning of employment or the change in status.~~

***3.3.2** The parties will agree on the format for the quarterly report. The actual data to be provided may be amended from time to time by mutual agreement of the parties.

The information forwarded to the Association pursuant to 3.3.1 shall include: ~~the~~ name of the person, ~~the~~ nature and duration of the appointment or change in status, ~~the~~ unit to which the person will be attached; in the case of 3.3.1 (a) nominal and regular salary, the years of recognized university-level experience for all regular members.

~~and, if required, any other information necessary for determining the membership of this person in the bargaining unit. Furthermore, the Association shall be informed whether this person is a Canadian citizen, a permanent resident, or neither. For any person belonging to the bargaining unit, this information shall also include the nominal salary and the regular salary and, in the case of regular members, years of recognized university-level experience, it being It is understood that the Association shall ~~continue to~~ consider this information as confidential. ~~The information contained in the monthly electronic report will be reviewed on an annual basis. Membership and association dues report will be provided by the Employer in an electronic format.~~~~

NOTE: In the Memorandum of Settlement, we must indicate that the parties will have a maximum of 180 days to agree on the format of the new report.

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6.5 Information

For cases of tenure, promotion and contract renewal ~~The employer's liaison officer~~ shall provide to the Association ~~by 31 January in cases of tenure and contract renewal the following information for decisions taken on or before the previous 15 December:~~ the name of the member concerned, the type of dossier, the department, **school, institute** or faculty, whether the resulting recommendations were positive or negative, at each stage, and whether the decision was positive, negative, or deferred where applicable. ~~Similar information will be provided by 15 June in cases of promotion (and tenure cases where applicable) for decisions taken on or before the previous 30 April.~~ The reports shall also include information on the status of any file where the process remains incomplete.

***7.3.1** The employer's ~~liaison officer~~ advises the Association:

(a) ~~in May of each year, of the budgets, as of 1 May of the current year,~~ **with the July quarterly report, of the budgets** which have been allocated in each faculty for the appointment of teaching staff with professorial ranks, ~~and~~ language teachers **and librarians** who are members of the bargaining unit; ~~visiting or seconded professors, sessional lecturers, and students assigned teaching duties.~~

(b) **with the October quarterly report, of the financial statements approved by the Board from the previous academic year, as soon as possible following the end of the fiscal year,** of the salaries paid in each faculty during the fiscal year for the ~~four~~ **three (3)** employee categories described above.

***22.2.1.10** The employer shall send to the Association, ~~no later than 30 June, in addition to the data already mentioned in subsection 7.3.1,~~ copies of the information sent to the members pursuant to 22.1.2.2(c) and 22.2.4.2 concerning teaching duties within their departments and, if the employer proposes to modify the normal teaching load per member in a department, any other data used by the employer to compare the teaching activities of the departments.

41.6.2 Supplementary remuneration

***41.6.2.1** A ~~faculty~~ member may receive supplementary remuneration for certain duties included in her workload duties pursuant to 22.1.2.2. ~~Each year, no later than 15 October, t~~The employer shall forward to the Association a statement of supplementary remuneration paid to ~~faculty~~ members in the one-year period ending on 30 June of that year. The statement shall show the name of each member receiving supplementary remuneration, the amount thereof, and the basis therefor. The employer shall at the same time forward to the Association detailed information regarding reductions in certain workload duties granted in the preceding academic year to members assuming administrative functions such as chairman, vice-dean, associate dean, assistant dean, or faculty secretary.

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*41.6.3 Occasional individual adjustments

The employer may award occasional salary adjustments not provided for in the collective agreement, subject to the following.

(a) The adjustment will be used to increase the member's nominal salary. It will be applied in accordance with 41.1.5, after the application of the adjustments described in 41.1.5.1 (a), (b), and (c).

(b) ~~Any such adjustment shall be at least \$2,000~~

(c) The total of such adjustments awarded by the employer ~~on 1 May 2004~~ shall be no more than ~~\$30,000 per annum and, on any subsequent 1 May, effective 1 May 2005~~, \$45,000 per annum.

(d) For every such adjustment, the employer shall provide a summary of its reasons, to be published (without names) by the Association.

~~The adjustments shall come from faculty funds and must be approved by the Administrative Committee.~~

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Varia

4.1.3.3 **Exemplaires** L'employeur consent à rendre accessible, sans frais, dans les **six (6)** mois suivant la ratification, un exemplaire électronique de la présente convention dans les deux langues officielles sur le site Web désigné pour **les Ressources humaines** ~~les Affaires académiques et relations de travail ainsi que 100 exemplaires imprimés à l'Association.~~

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4.1.4 Révisions Toutes modifications ~~les révisions~~ de la présente convention pendant sa durée doivent être consignées par écrit dans un protocole d'entente signé par un signataire autorisé de chaque partie ~~l'agent de liaison des deux parties~~ et entrent en vigueur à la date précisée dans le mémoire d'entente. ~~Sauf si les agents de liaison en décident autrement,~~ l'employeur accepte :

(a) de traduire le mémoire de la langue dans laquelle il a été négocié à l'autre langue officielle ;

(b) en ce qui concerne les pages de la convention collective modifiées par un tel mémoire, de préparer, si possible, les pages révisées sous une forme approuvée par les parties ; et

(c) de faire parvenir à l'Association des un exemplaires traduit du mémoire d'entente ou de toute page révisée, ~~sous une forme pouvant être jointe aux exemplaires de la présente convention des membres, et d'ajouter ces textes au site Web désigné pour les Affaires académiques et relations de travail s'il y a lieu.~~

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*29.2.1.5 The member shall, no later than 10 working days prior to the commencement of the maternity leave, notify her chair and dean, in writing, of the date on which the leave is to commence. However, the member shall not be required to provide such notice where a physician declares in writing that the member is not or was not able to provide the notice. In such a case, the member shall give the notice as soon as is reasonably possible. To qualify for the allowance as per 29.2.1.3(a) and (b), the member shall provide HR with evidence that she has applied for and will be in receipt of maternity leave benefits under the EI Act, including the amount of that benefit. In the event of an EI benefit denial, the member shall provide HR with evidence that she is appealing the decision. Should there be no appeal or if it is unsuccessful, the allowance will cease and the member will reimburse the Employer the sums already paid.

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38.3 Resignation

A faculty or language teacher member may terminate her employment by resignation effective 30 June of any year provided she notifies her dean in writing normally no later than ~~15 February~~ eight (8) months preceding her resignation. A librarian or counsellor member may terminate her employment ~~at any time~~ by resignation provided she notifies the employer in writing no later than ~~30 calendar~~ three (3) months ~~days~~ prior to her resignation. A member's employment may be terminated at any other time by agreement of the member and the employer.

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Grievances

13.1 Definitions

GRIEVANCE: a difference between the parties to this agreement, or between a member or members and the employer, arising out of the interpretation, application, administration or alleged violation of this collective agreement, including any question as to whether a matter is suitable for arbitration ~~arbitrable~~.

*13.2.2 Only a party shall have the authority to settle or withdraw a grievance. When an aggrieved member wishes to settle or withdraw a grievance, ~~it is understood, however, that~~ the Association shall respect the member's decision. This decision ~~not pursue a member's grievance which it has assumed where the grievor wishes to settle or withdraw the grievance, but this~~ shall be without prejudice to the position of the Association in dealing with subsequent grievances of a similar nature.

*13.2.3 The time limits ~~for filing of letters of disagreement under 13.3.1 and for the initiation of grievances under 13.4.1~~ for the types listed in 13.4.6 are mandatory. Any communications from the University, ~~provided that the letter from the dean or the employer~~ to the member, giving notice of the recommendation or decision in question, ~~contains an explicit mention of~~ shall set out the time limit for filing a letter of disagreement or grievance, as the case may be, and a reference to 13.3.1 or 13.4.1 respectively. ~~All other time limits are directory, and moreover they may be altered or extended by agreement of the parties to this agreement.~~

*13.4.1 The grievor shall forward a written notice of grievance to the employer's liaison officer, on an approved form, setting out ~~stating the nature of~~ the grievance and the remedy sought, within 15 working days of the occurrence of the incident or the date the member became aware of the incident, ~~had notice of the event in question, or the date the member received, or was deemed pursuant to 5.2.3 to have received, the decision giving rise to the grievance.~~

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*13.4.2 Step 1 meeting ~~The employer's liaison officer shall arrange for a~~ Step 1 meeting **shall take place no more than to be held within 1015** working days **after notice is given, of receipt of the written notice of grievance,** or such other time **after notice is given** as agreed to by the liaison officers, 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.

*13.4.3 Waiver of Step 1 meeting The ~~parties liaison officers~~ may **agree in writing consent** to waive the Step 1 meeting. ~~requirement, in which case the t~~Time limits for any **subsequent steps run from the date of that waiver.** ~~following steps shall be counted from the date of their signing an agreement to waive the meeting.~~

*13.4.5 Step 1 memorandum Within **five (5)** working days of the conclusion of the Step 1 meeting, **or such other delay as agreed to by the liaison officers, the parties shall list the outcome in a memorandum and execute it. Copies will be distributed to those persons who attended the meeting** ~~or such other delay as agreed to by the liaison officers, the result of the meeting shall be set out in a memorandum signed by the liaison officers and copies thereof shall be forwarded to the persons who attended the meeting.~~

*13.4.6 **If not resolved after Step 1, a grievance shall normally proceed to Step 2. A grievance for a written reprimand or formal warning or non-renewal of a limited-term regular appointment shall proceed directly to Step 3 as set out in 13.6.** ~~Unless otherwise agreed to by the liaison officers, a grievance that proceeds beyond Step 1 with respect to matters related to the Faculty 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. 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 **alleges** ~~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.

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*13.5.1 ~~Where a grievance, other than a grievance which bypasses Step 2 pursuant to 13.4.6, is not resolved at Step 1, the grievor~~ **All grievances** may **be submitted** ~~the grievance~~ to the FGC **for a Step 2 hearing except for instances where Step 2 is bypassed. The aggrieved member shall submit a written request** (as constituted under appendix E) ~~by forwarding~~ to the employer's liaison officer ~~a request to that effect~~ **to move to Step 2** within 10 working days of **receiving receipt of** the Step 1 memorandum.

*13.5.2 **Within 10** ~~The Association's liaison officer shall, within 15~~ working days following the ~~forwarding of the~~ referral to the FGC under 13.5.1, **the Association's liaison officer shall** advise the employer's liaison officer whether the grievance is proceeding as an Association 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. **The hearing of the grievance shall take place within 20 working days of receiving the request for a hearing.**

*13.5.5 **Within 10 working days of the hearing of the grievance,** ~~The~~ chair of the FGC shall **forward a copy of its decision** ~~ensure that the written decision of the FGC, or notification of a failure to arrive at a decision, is forwarded~~ to the liaison officers and the **aggrieved member. If the FGC cannot reach a decision, this will be communicated to the liaison officers and the aggrieved member.** ~~grievor within 10 working days after the termination of the hearing of the grievance.~~

*13.6.1 Within ~~15~~ **5** working days following receipt of the FGC decision or notice of failure to arrive at a decision, or the Step 1 memorandum in cases which bypass Step 2 ~~pursuant to 13.4.6~~, either party may refer the grievance to arbitration, by a written notice to the other party stating briefly the nature of the grievance and the name of the grievor(s). ~~In cases involving the giving of basic progress, leaves (including academic and professional leaves), the non-renewal of a limited term regular appointment, or the issuance of a written reprimand, there shall be a one person board of arbitration.~~ In all ~~other~~ cases, there shall be a **three** ~~one~~ person board of arbitration, unless otherwise agreed by the parties.

~~*13.6.3 — Within 10 working days following receipt of the supplementary notice provided for in 13.6.2, the recipient shall forward a written reply, stating the recipient's nominee to the board of arbitration, in cases to be heard by a three person board as determined under 13.6.1, and any objections to the question formulated.~~

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~~*13.6.4 — Chair of board of arbitration — Within 15 working days following receipt of the reply to the notice of referral to arbitration, or, where there is no such reply in cases of a one-person board of arbitration, within 25 working days following receipt of the supplementary notice provided for in 13.6.2, the parties shall appoint a chair of the board of arbitration. In the event that the parties are unable to agree upon a chair within the above time limit, the parties to the collective agreement shall choose the chair by lot from a list of 4 arbitrators, each party to the collective agreement proposing 2 taken from a list of 4 names submitted by the other. In the case of a one-person board of arbitration, the term chair shall be read as sole arbitrator.~~

~~*13.6.6 — In the case of a three-person board of arbitration, a decision by at least 2 members of the board of arbitration shall be final and binding on the parties. In the event that the board fails to arrive at a decision supported by at least 2 members, the decision of the chair shall be final and binding on the parties.~~

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Discipline

39.1.1.1

A member may be disciplined for valid reasons, ~~just and sufficient cause~~; in particular:

- (a) for violation of the provisions of article 10, pursuant to the provisions of section 39.2; or
~~(b) for deficient performance of workload duties, pursuant to the provisions of 39.3; or~~
- (b) for any other valid reason, ~~just and sufficient cause~~, which cannot be considered to be a cause as described in (a) ~~or (b) above, pursuant to the provisions of 39.4~~

39.1.1.2

The employer may impose disciplinary measures which are appropriate in the circumstances.

Disciplinary measures which may be imposed by the employer are a written reprimand, a suspension or dismissal. ~~A member may not be disciplined for violation of a rule or regulation unless that rule or regulation:~~

- (a) is reasonable and does not contravene the provisions of this agreement, and ~~or violation of the provisions of article 10, a written reprimand or suspension or dismissal, pursuant to the provisions of section 39.2;~~
- (b) has been promulgated and communicated by the appropriate authority.
~~for deficient performance of workload duties, a formal warning or the withholding of the progress through the ranks or dismissal, pursuant to 39.3;~~
- (c) ~~for a cause which cannot be considered to be a violation of article 10 or deficient performance of workload duties, a written reprimand or suspension or dismissal, pursuant to 39.4.~~

Moved to definitions under article 1

~~*39.1.1.3 Dismissal means the termination of any appointment by the employer, without the consent of the member, as follows:~~

- ~~(a) for tenured faculty members, language teachers, or counsellors, before retirement and for reasons other than layoff pursuant to this agreement;~~
 - ~~(b) for librarian members with continuing appointments, before retirement and for reasons other than layoff pursuant to this agreement;~~
 - ~~(c) for all other members, before the end of their contract of appointment.~~
- ~~Failure to renew a limited-term contract and the decision not to grant tenure to a member shall not constitute dismissal.~~

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39.1.2 Guidelines for investigative proceedings

*39.1.2.1 Any alleged behavior which may lead to disciplinary proceedings against a member shall be properly investigated by the University, member's dean, it being understood that:

(a) any ~~unsolicited~~ complaint against a member shall promptly be communicated to her, and to her dean, with proper confidentiality safeguards where appropriate;

~~(b) any fact-finding procedure, evaluation or request for advice in respect of an individual member, conducted by the dean, shall be carried out in conformance with the relevant provisions of this agreement or, where there are no relevant provisions, in a manner appropriate to the alleged cause for disciplinary proceedings;~~

~~-(c) the member whose alleged behavior is at issue shall be kept fully informed at every step. is being investigated shall be notified by the dean, as promptly as is reasonable in the circumstances, as to the reasons for and the nature of the actions being taken by the dean;~~

~~(d) the member whose alleged behavior has been investigated shall be promptly informed of the results of that investigation by her dean, subject to any applicable provisions of sections 39.2, 39.3 or 39.4.~~

The rules of natural justice shall apply to these proceedings.

Notwithstanding that the Dean may choose to assign all or part of an investigative procedure, the Dean has ultimate responsibility in the determination made as a result of an investigation or in the subsequent imposition of discipline.

*39.1.2.2 An investigation ~~fact-finding procedure, evaluation, or request for advice~~, undertaken by a dean in accordance with 39.1.2.1, is not grievable. For the purposes of article 13 and this subsection, the investigative process shall not constitute a disciplinary action and as such is not capable of being the subject matter of a private grievance.

Whenever the University, notifies a member of a recommendation or decision that a disciplinary measure be imposed, the notification shall also call the member's attention to the relevant provisions of article 13 (Grievances and Arbitration).

(Moved to types of discipline 39.1.1.2)

~~*39.1.3 A member may not be disciplined for violation of a rule or regulation unless that rule or regulation:~~

~~(a) is reasonable and does not contravene the provisions of this agreement, and~~

~~(b) has been promulgated and communicated by the appropriate authority~~

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***39.1.43** The fact that a member has been or is subject to prosecution according to the law of any country, state, province or municipality cannot in itself be the basis of a disciplinary measure against the member.

(Moved to article 39.1.2.2)

~~***39.1.5** Whenever a dean, the Joint Committee, or the Board, notifies a member of a recommendation or decision that a disciplinary measure be imposed, the notification shall also, in writing, call the member's attention to the relevant provisions of article 13 applicable to the filing of a letter of disagreement or notice of grievance in regard to the recommendation or decision in question.~~

***39.1.64** When a dean forwards to the Provost ~~Joint Committee or Board~~ a recommendation for disciplinary action against a member, or when a dean writes to a member to advise her of a ~~Joint Committee or Board~~ decision to discipline her, the dean shall forward a copy of said communication to the member and to the Association's liaison officer.

***39.1.75** In any disciplinary matter, the onus shall rest upon the employer to establish that it was warranted.~~had cause for the imposition of discipline.~~

***39.1.8 Application of this article**

~~The provisions of this article apply to all members of the bargaining unit, it being understood that:~~

~~(a) with regard to librarian members, references to the "chair", the "dean", the "DTPC" and "FTPC", and to the "Joint Committee" shall be read as references to the "immediate supervisor", the "University Librarian", and "LPC" and the "Administrative Committee" respectively;~~

~~(b) with regard to counsellor members, references to the "chair", to the "dean" and to the "DTPC" and "FTPC" shall be read as references to the "Director of the Counselling and Personal Development Service" and to the "CPDSPC" respectively;~~

~~(c) with regard to language teacher members, references to the "chair" and to the "DTPC" shall be read as references to the "director of the Official Languages and Bilingualism Institute" and to the "TPCI" respectively.~~

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Moved to definitions under article 1

~~*39.1.9 Delegation of the authority of the Board~~ Any reference in this article to "the Board" shall mean "the Board or a committee of the Board to which authority for the act in question has been duly delegated".

39.2.2 Procedures

*39.2.2.1 When, ~~after an~~ investigation ~~under pursuant to~~ 39.1.2.1 **is concluded and**, the dean has grounds to believe that a member has violated ~~the provisions of~~ article 10, ~~and considers taking disciplinary action with respect to such violation,~~ she shall **set these out in** ~~forward to the member a letter of allegation and~~ **forward it to the member with any** ~~attach to it copies of~~ relevant documents. **The member will be invited** ~~ation, if any. This letter of allegation shall refer to the relevant provisions of article 10, state the alleged violation, and ask the member to respond to the allegation within 10 working days of receipt of the letter.~~

*39.2.2.2 ~~After allowing~~ **At the expiry of** 10 working days ~~to elapse following the member's receipt of the letter of allegation, and having reviewed any given due consideration to the member's response from the member, to it if any,~~ the dean shall **decide**, within ~~the following 5~~ **10** working days: ~~(a) decide not to pursue disciplinary proceedings. or not.;~~

(a) If no disciplinary action is to be taken, the dean shall advise ~~in which case she shall notify~~ the member in writing **accordingly**.

(b) If further disciplinary action will be taken, the dean shall provide the particulars in writing ~~of such a decision; or (b) decide to pursue disciplinary proceedings, in which case she shall give written notice to the Vice-President Academic and Provost, of her allegation and the grounds therefor, for further investigation and action, and shall forward to the member a copy of that notice and of the documentation sent to the Vice-President Academic and Provost, with proper confidentiality safeguards where appropriate.~~

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*39.2.2.3 Within 10 working days of receiving the particulars of the dean's investigation, ~~If the dean decides to give written notice to~~ the Vice-President Academic and Provost, ~~the latter or her delegate shall, no later than 10 working days after the dean's notice has been sent,~~ will organize a *preliminary meeting* between ~~which shall be attended by~~ the dean, the member, and the parties' liaison officers. The purposes of ~~the preliminary~~this meeting is ~~are~~ to exchange information, clear up misunderstandings and possibly, ~~if possible,~~ resolve the matter, ~~through mutual agreement of the employer and the member concerned. Notwithstanding the foregoing and 39.2.2.2(b), the parties to the agreement may agree to hold the preliminary meeting before the dean gives written notice to the Vice-President Academic and Provost, in which case, should~~ If the matter is not ~~be~~ resolved at this preliminary meeting, then ~~within 10 working days following the conclusion of the meeting, the dean shall send a written request to~~ the Vice-President Academic and Provost shall ~~to~~ place the matter before an investigative committee within 10 working days, ~~and 39.2.2.5 shall be applied accordingly.~~

*39.2.2.5 ~~If the matter has not been resolved within 10 working days following the conclusion of the meeting, t~~he Vice-President Academic and Provost shall strike, ~~within the following 10 working days, advise the concerned member and the Association that the matter will be placed before~~ an *investigative committee* and advise the concerned member and the dean accordingly. The committee shall be composed of:

- (a) 2 persons named by the Vice-President Academic and Provost;
 - (b) 2 members of the Association, named by the Association; and
 - (c) the Vice-President Academic and Provost or her delegate, who shall act as non-voting chair.
- The members of the committee shall be named within 105 working days of receipt of the notice from the Vice-President Academic and Provost to the Association.

*39.2.2.6 The investigative committee shall adopt an informal ~~sets its own~~ procedure. It will provide copies of all relevant documents to the member and invite her to appear before the committee. ~~5,~~ ~~which are to be as informal as possible. The member shall be advised of any information considered by the committee, other than the documentation forwarded pursuant to 39.2.2.2, and shall be given the opportunity to appear before the committee if she so desires.~~ The provisions of E.5.2 and E.5.3 apply to the investigative committee, *mutatis mutandis*.

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*39.2.2.7 ~~The~~ **It is the responsibility of the** employer's liaison officer **to** ~~shall ensure that the committee is provided with~~ **copies of** all relevant documents **to the investigative committee.** ~~ation, including:~~

- ~~(a) the dean's letter of allegation to the member;~~
- ~~(b) the member's written response, if any;~~
- ~~(c) the dean's written notice to the Vice-President Academic and Provost and the attached documentation;~~
- ~~(d) written comments, if any, on the issues under consideration and the documents listed in (c), sent by the member to the investigative committee for its consideration;~~
- ~~(e) such further documentation as the member wishes to submit to the investigative committee.~~

*39.2.2.8 The investigative committee shall **initiate a review of** ~~promptly consider~~ the matter **in a timely fashion. It will investigate** and recommend to the Board:

- (a) that no disciplinary action be taken against the member; or
- (b) that a written reprimand be given to the member; or
- (c) that the member be suspended for a specified period; or
- (d) that the member be dismissed.

The chair ~~shall of the investigative committee shall, within 15 working days of its being established,~~ forward the committee's **written** recommendation and ~~written~~ reasons therefor to the Board, with copies to the member and the member's dean. ~~Where~~ **if** there is no recommendation supported by a majority vote, this fact shall be reported, and the Vice-President Academic and Provost may, in this situation, submit her own recommendation to the Board. Minority views may be attached to a recommendation supported by a majority vote.

(Delete) Redundant

~~*39.2.2.9 The Board's decision and its reasons therefor shall be promptly communicated in writing to the member by her dean.~~

39.2.2.109 If the investigative committee recommends a written reprimand, suspension or dismissal, the member concerned may file a **grievance** ~~letter of disagreement in accordance with the provisions of article 13, mutatis mutandis, it being understood that the meeting referred to in 13.3.5 shall be deemed to have been replaced by the preliminary meeting mentioned in 39.2.2.3.~~

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Librarians

17.7.2.3 Replacement librarian A position may be filled on a temporary basis by a replacement librarian when a librarian on leave or assigned to other duties must be replaced, or when a regular position must be filled temporarily, or for any other reason agreed to by the parties, it being understood that a regular position shall not be filled by replacement librarians for more than 6 months. In such an event, the following provisions shall apply.

(a) Notice of a vacant position subject to such an appointment shall be given in accordance with the provisions of 17.7.1.4.

(b) The University Librarian shall consult the LPC regarding the candidates before making an appointment. This consultation shall be done, *mutatis mutandis*, in accordance with the provisions of 17.7.1.6(b), (c) and (d).

(c) The appointment of a replacement librarian shall be for a period of not less than 3 and not more than 12 months.

(d) The appointment of a replacement librarian may not be renewed more than once; regardless of the length of the initial appointment, a renewal shall be for a period of not less than 3 and not more than 12 months.

(e) A replacement librarian shall be a member of the bargaining unit, unless excluded pursuant to the provisions of article 3 of this agreement.

(f) A replacement librarian who applies for a preliminary appointment shall not have any preferential rights with respect to other applicants. If she is offered a regular position, the experience acquired as a replacement librarian shall be recognized as professional experience, and the experience thus acquired during the 12 months immediately preceding the preliminary appointment shall be deemed to be included in the portion of the preliminary appointment which exceeds ~~12~~24 months.

Notwithstanding the above, when the replacement is for maternity or parental leave purposes or if an extension of a replacement is required because of maternity or parental leave, the replacement appointment continues until the effective date of return from the leave.

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17.7.3.4 A *preliminary appointment* is one that is offered to a person who is not already a member of the bargaining unit with a continuing appointment, who is chosen, following application of the provisions in 17.7.3.3, for the regular staffing of a position. The preliminary appointment:

- (a) shall, subject to the provisions of 18.1.2.2 and 18.1.2.3, be for a term of ~~two (2)~~ **three (3)** years if the applicant has less than two (2) years of professional experience, or for ~~one (1)~~ **two (2)** years if the applicant has at least two (2) years of professional experience, it being understood that the appointment's duration may be extended ~~to eighteen (18)~~ **by twelve (12)** months under the circumstances described in 18.1.2.2(d);
- b) shall, at term, lead to a continuing appointment when the conditions set forth in 18.1.2.1 are met.

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18.1.2.2 The performance of a librarian holding a preliminary appointment shall be evaluated annually during that appointment, it being understood that:

- (a) the first evaluation shall be carried out at the end of the first year;
- (b) the third evaluation shall be carried out at least 6 months before the end of a preliminary appointment of 36 months;
- (c) the evaluations shall be carried out in accordance with the provisions of 23.5.2 for the annual evaluation of performance;
- (d) following these 3 evaluations, the University Librarian shall solicit from the immediate supervisor and the LPC -- after informing them of the results of these evaluations and, if applicable, of the specific conditions of the member's preliminary appointment -- their recommendations as to the appropriateness:
 - (i) in the case of the first evaluation, of continuing or terminating the member's preliminary appointment;
 - (ii) in the case of the ~~third~~ final evaluation, of granting or refusing a continuing appointment to the member ~~or, where the preliminary appointment was for 36 months~~ in accordance with 17.7.3.4(a), of extending the preliminary appointment by 12 months before making a final decision.

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28.3.2 Christmas recess The parties agree that ~~the~~when the University of Ottawa is officially closed for the Christmas recess, members are considered to be on paid leave.~~during a period beginning at 12 noon on the last working day prior to Christmas or, if Christmas is on Sunday or Monday, at 5 p.m. on the Friday preceding Christmas, and ending at 12 noon on 2 January or, if 2 January is a~~

NOTE: this offer is made in conjunction with the change request under 38.2 of our proposals.