

# **ENTENTE PROPOSÉE**

CONVENTION COLLECTIVE

1 MAI 2016 AU 30 AVRIL 2018

# **TENTATIVE SETTLEMENT**

COLLECTIVE AGREEMENT

1 MAY 2016 TO 30 APRIL 2018

Les textes sont présentés seulement dans la langue dans laquelle ils ont été finalement négociés. Des exemplaires de ce document sur papier ne seront pas disponibles à l'assemblée.

Texts are presented only in the language in which they were finally negotiated. Hard copies of this document will not be available at the meeting.

This document lists all the agreed-to changes to articles of the collective agreement and agreed-to letters of understanding.

The parties have agreed to the following general CA changes:

- Spelling out numbers. Ex: 10 days → ten (10) days.
- Replacing the term “maternity” with “pregnancy”.
- Capitalize numerous terms such as Dean, Employer, and Members where it refers to members of the Association.
- Replace the term “Library network” with “Library”.
- Replace the term “chief librarian” with “University Librarian”.
- Delete the entire 39.5 section.
- Article 41 will be modified to reflect the removal of language teacher I and II ranks from the salary tables.

The APUO has agreed to withdraw the following grievances:

- Association grievance A-14-11 on Policy 67a;
- Association grievance A-14-14 on visiting professors;
- Association grievance A-15-05 on computers; and,
- Association grievance A-16-02 on accommodations (without prejudice).

The parties have also agreed to the following:

- The parties agree that Policy 67 and Procedure 36-2 no longer applies to APUO members.
- The parties agree to refer to Procedure 36-1 in article 8.2 for the purposes of defining “Appropriate Authority” only.

Additional information coming from the Memorandum of Settlement:

- The Progress-through-the-ranks (PTR) amounts will be adjusted by the scale increases.
- Professional Expense Reimbursement (PER) and the Health Care Spending Account (HCSA) will remain unchanged for the duration of the new collective agreement.
- Any salary adjustment will be applied to the salaries of current and former members within ninety (90) days of ratification of this agreement and any retroactivity will be paid within this period.
- Any ancillary letter of agreement normally entered upon by the parties and renewed separately outside the bargaining process does not form part of this Settlement and parties have agreed to have these discussions at a separate table once this Settlement is ratified.

## A. Changes to benefits

Coverage type	Implementation date	Change
Life Insurance	May 1, 2017	<ul style="list-style-type: none"> <li>• New maximum: \$300,000 or 2x annual salary.</li> <li>• Premiums: 100% employee paid.</li> </ul>
Dependent Life Insurance	May 1, 2017	<ul style="list-style-type: none"> <li>• Basic dependent life insurance coverage will now be mandatory:               <ul style="list-style-type: none"> <li>○ Spouse: \$10,000</li> <li>○ Child: \$5,000</li> </ul> </li> <li>• Premiums: Remain employee paid</li> </ul>
Optional Life Insurances (Employee and Spousal)	May 1, 2017	<ul style="list-style-type: none"> <li>• Increments of \$25,000 to overall maximum of \$500,000.</li> <li>• Premiums: Remain employee paid</li> </ul>
Optional Dependent Life Insurance (Children Only)	May 1, 2017	<ul style="list-style-type: none"> <li>• Increments of \$10,000 to an overall maximum of \$50,000.</li> <li>• Premiums: Remain employee paid</li> </ul>
Extended Health Plan	May 1, 2017	<ul style="list-style-type: none"> <li>• Plan will now be co-insured at 80%.</li> <li>• Hospital coverage will now be mandatory, part of extended health program.</li> <li>• Out of Canada, life maximum increased to \$5,000,000.</li> </ul>
Extended Health Plan: new coverage for hearing aids	May 1, 2017	<ul style="list-style-type: none"> <li>• 2,000\$ overs 5 years</li> </ul>

## B. Salary increases and adjustments

### 41.2 - Scales and scale adjustments

Economic increase:

2016-2017	2017-2018
1.7%	1.7%
Full PTR with indexation	Full PTR with indexation

#### 41.2.X.X Scales

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

*(Current individuals shall be red-circled at present salary).*

#### 41.2.X.X Scales

##### (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).~~

### C. Increases to employee contributions to pension

2016-2017	2017-2018
0.8%*	0.8%**
Full offset*	Full offset**

\* as of 1 January 2017

\*\* as of 1 January 2018

#### University of Ottawa Retirement Pension Plan

#### Sharing of current service cost based on assumed employee contribution rate increases

Year	Employees contribution rate			Cost-sharing <sup>i</sup>	
	Below integration level	Above integration level	Average employees	University's share	Employee's share
2016 <sup>ii</sup>	5.45%	8.45%	7.33%	62.1%	37.9%
2017	6.05%	9.30%	8.13%	58.0%	42.0%
2018	6.60%	10.15%	8.92%	53.9%	46.1%

<sup>i</sup> Portion of estimated total current service cost of 19.37% of payroll based on January 1, 2015 funding valuation.

<sup>ii</sup> Rates for 2016 already reflected in plan provisions.

# AGREED-TO CHANGES TO ARTICLES OF THE COLLECTIVE AGREEMENT

## ARTICLE 1 – Definitions

**BIBLIOTHÉCAIRE EN CHEF** : la personne qui dirige ~~le réseau des bibliothèques la bibliothèque à l'Université d'Ottawa.~~

**DOYEN** : le doyen d'une faculté, ou d'une section de la Faculté de droit, ~~ou de la Faculté des études supérieures et postdoctorales.~~

**LANGUAGE TEACHER**: a person appointed at the University of Ottawa, in the Official Languages and Bilingualism Institute, as a language teacher, whose duties are essentially comparable to those of a person who, on or about the date of ratification of this agreement, held a position of language teacher ~~III~~ or higher at the Official Languages and Bilingualism Institute.

**LIBRARIAN**: a person appointed at the University of Ottawa as a librarian ~~as a librarian, whose duties are essentially comparable to those of a person who, on or about the date of ratification of this agreement, held a position in the Library Network~~ with the rank of librarian I, ~~II, III, IV, V,~~ or higher, ~~or higher, or was at that time the director of one of the four libraries in the Library Network, or an assistant Associate University Librarian Librarian,~~ or the chief University Librarian Librarian.

**SESSIONAL LECTURER**: a person appointed at the University of Ottawa for the purpose of teaching, or participating substantially in the teaching of, particular regular courses and employed at the Faculty of Law under the terms of a contract not exceeding 8 months' duration.

## ARTICLE 3 - The bargaining unit

### Section 3.3 - Information

3.3.1 Without restricting the obligations described in other articles of this collective agreement, the Employer informs the Association as per the following:

- (b) semi-annual reports on January 31 and June 30:
  - (i) of all files that are outstanding or withdrawn pursuant to article 6.5;
  - (ii) of all cross-appointments pursuant to article 17.4;
  - (iii) of all replacement positions pursuant to article 17.2.1.3;
  - ~~(iii)~~ of every new appointment of visiting and seconded professors, non-member librarians, language teachers, counsellors or research fellows;
  - ~~(iv)~~ of all files that are outstanding or withdrawn pursuant to article 6.5.
- (c) yearly reports on June 30:
  - (i) of the budgetary spending allocated for teaching staff categories pursuant to article 7.3.1(a);
  - (ii) of all information related to members teaching duties pursuant to article 22.2.1.10;
  - (iii) of all information related to patents pursuant to article 35.1.2.4 and 35.1.3.5;

## ARTICLE 4 – This agreement and the next agreement

### Section 4.2 – Transition from previous agreement

The criteria and procedures of the ~~2004-2008~~previous collective agreement shall apply: (a) to all matters related to any application made by a member as provided for in that agreement at any date before the ratification of this agreement, (b) to disciplinary measures, notice of the imposition of which was forwarded before the ratification of this agreement, and (c) to any

grievance or disagreement about any act, decision, or recommendation arising before the ratification of this agreement.

~~Section 4.3–~~

~~4.3.1 — The parties agree to obtain an update of the Watson-Wyatt benefits study produced for the 2004 negotiations, under the same terms and conditions, and by the same consulting company unless otherwise agreed to by the parties. The updated study shall be produced in the fall of 2006 and delivered to the parties no later than 15 January 2007. The Association will contribute 20% of the costs of the study.~~

**ARTICLE 5 – General administration**

**Section 5.1 – Working environment**

**5.1.2 Computing infrastructure** The Employer agrees to provide and maintain adequate computing resources, including hardware and software, as are required for fulfilling the basic and typical workload of a Member. Unless otherwise provided as part of a sponsored research project, a Member shall be provided with:

- a) one (1) computer (including monitor, keyboard, mouse, and necessary cables) capable of connecting to the University network and capable of running such software applications as described in (b) below;
- b) software applications, to perform basic email, calendar, word processing, spreadsheet analysis, and presentation functions; and
- c) access to networked printing resources in the Member’s academic unit.

If a Member’s computer ceases to function adequately and cannot be restored to normal function as determined by the Employer’s staff, the Employer shall provide a replacement computer.

5.1.23 All personal working conditions -- provided they are reasonable, certain and known -- enjoyed or possessed by members of the bargaining unit at the time of ratification of this agreement, shall be maintained, subject to the express provisions of this agreement.

**5.1.34 Health and Safety**

...

**Section 5.2 – Recommandations et décisions**

**5.2.1 Dispositions générales**

5.2.1.1 La présente section décrit les principales étapes de procédure à suivre concernant les recommandations faites ou les décisions prises, aux termes de la présente convention collective, par les CPE, les directeurs, les doyens, ~~le comité exécutif de la Faculté des études supérieures et postdoctorales,~~ le Comité mixte, le Bureau ou le Comité d'administration.

5.2.2.6 Subject to any exceptions stated elsewhere in this agreement, the documentation available to the DTPC, the FTPC and the dean shall be identical except that:

(a) while the FTPC shall have access to the Faculty file: Career development and parts ii), iii) and v) of the Faculty file: Confidential section of the member's file, evaluations contained therein shall only be available to the DTPC in the form of copies which do not in any way identify the author;

...

~~5.2.2.14 — Les dispositions de la présente section qui s'appliquent au Comité mixte s'appliquent en outre, mutatis mutandis, au comité exécutif de la Faculté des études supérieures et postdoctorales.~~

## **Section 5.5 – Other administrative provisions**

- 5.5.2.1 For any department, the department assembly shall be defined as in article 195 of the document entitled University Government, as amended from time to time by the Senate after consulting the department assembly or assemblies concerned. As defined in article 195, the departmental assembly shall consist of regular full-time professors, as defined in article 5.5.2.2, and a set number of its students.
- 5.5.2.2 ~~Until amended, t~~The term "full-time professors" as used in said article 195 shall mean regular professors, replacement professors, research fellows, and professors with cross-appointments where the statement of cross-appointment indicates clearly that the professor in question has full voting rights in the departmental assembly, but shall exclude visiting professors and adjunct professors.  
Notwithstanding the preceding, if a professor excluded pursuant to article 3.1.3.1(c) is cross-appointed to a department that is not a clinical department of the Faculty of Medicine, they will not be granted voting rights toward election of FTPC or DTPC or on any budgetary issue.
- 5.5.2.3 **Frequency of Meetings** The departmental assembly shall meet as regularly as is necessary for it to discharge its primary responsibilities for ensuring that a collegial decision making process is followed, as per article 5.4.1. Notwithstanding the previous, there shall not be fewer than five (5) meetings of the departmental assembly per academic year.

## **ARTICLE 7 – Member's files**

### **Section 7.1 – Conditions**

Persons who are not members of the bargaining unit covered by this agreement, hereinafter called non-members, may be assigned work of the type normally included in the workload of members of the bargaining unit only under the following conditions.

...

- (c) Any courses which are not staffed by members of the bargaining unit as part of their assigned teaching load may be assigned to APTPUO part-time professors, sessional lecturers at the Faculty of Law, visiting ~~professors~~ or ~~professors~~-seconded ~~professors~~from other institutions. In any two (2) consecutive terms, a sessional lecturer or an APTPUO part-time professor shall not be given a teaching assignment equivalent to more than five (5) regular one-term courses.

## **ARTICLE 8 – Absence of discrimination**

### **Section 8.1 – Absence de discrimination**

- 8.1.1 Subject to the particular provisions set out in section 8.2, the parties agree that no member of the bargaining unit shall be subjected to discrimination, interference, hindrance or restriction with regard to salary, employee benefits, appointment within the University, rank, promotion, tenure, contract renewal, academic or other leave, dismissal or layoff, disciplinary measures, or any other term or condition of employment based on her age, race, beliefs, color, citizenship or permanent resident status, national or ethnic origin, language, political or religious beliefs or affiliations, sex, sexual orientation, gender identity, gender expression, marital status, family ties, place of residence, a handicap/disability, a criminal record or a record of offenses, her membership in the Association or participation in its activities, or her withdrawal from the Association, or of all discrimination in accordance to the Ontario Human Rights Code. Moreover, all members of the bargaining unit may resort to any other anti-discriminatory provision of any applicable federal or provincial law.

8.1.2 **Accommodation** The duty to accommodate is a joint responsibility. The Employer has a duty to accommodate as defined in the Ontario Human Rights Code. The parties agree to act in accordance with all applicable legislation, including but not limited to the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act (AODA) and the Occupational Health and Safety Act (OHSA).

8.1.3 Accommodation requests shall be initiated by the member and shall be dealt with on a case by case basis.

8.1.4 Upon request of the member, who has an attested medical need, the Dean, the Health and Wellness Office, and, APUO (when requested by the member) shall develop an accommodation plan to be implemented in a timely manner. The member will be informed of their right to union representation.

8.1.5 The Health and Wellness Office shall forward the accommodation request and any appropriate functional limitations, if applicable, to the Dean. The Dean shall then, in consultation with the member, and APUO (where requested by the member) implement an accommodation plan as soon as possible.

8.1.6 Subject to 8.1.7, the medical report of the member's treating physician, or registered mental health professional, shall be accepted as verification of the disabling condition and need for accommodation.

8.1.7 The Employer, via the Health and Wellness Office may require that a member be examined by one or more physicians appointed and paid by the Employer.

(a) The Health and Wellness Office shall notify the member and APUO (where requested by the member) with the names of three (3) duly qualified medical practitioners and the member shall select one of those practitioners to conduct the examination. Upon choosing the independent medical practitioner, the member and APUO (if applicable), shall agree to the scope of the independent medical exam.

(b) The independent medical report shall be forwarded to the member's treating physician as appropriate. The member and APUO (where requested by the member) will be provided with a copy of the report upon written request.

## **Section 8.2 - Harassment, Sexual harassment and/or Discrimination**

### **8.2.1 Purpose**

8.2.1.1 The Employer is committed to maintaining a work environment that is free from harassment, sexual harassment and/or discrimination. The parties recognize the need to address any allegations of harassment, sexual harassment and/or discrimination as per the Ontario Human Rights Code and the Occupational Health and Safety Act and acknowledge that if there is a discrepancy between legislation and this article that legislation supersedes this Collective Agreement.

8.2.1.2 The parties agree that Policy 67a Prevention of Harassment and Discrimination (revised on February 21, 2012) is incorporated by reference into the collective agreement with the understanding that Policy 67a does not replace or supersede the collective agreement.

8.2.1.3 A Glossary of Terms can be found in Policy 67a.



8.2.1.4 In keeping with the Employer’s commitment to maintaining a work environment free from harassment, sexual harassment and/or discrimination, the Employer has established a Human Rights Office (“HRO”). If a member feels that she is the subject of harassment, sexual harassment and/or discrimination, she could contact the HRO and speak to a Discrimination and Harassment Prevention Officer (“Officer”).

**8.2.2 Confidentiality** All enquiries regarding an alleged incident of harassment, sexual harassment and/or discrimination will be treated in a confidential manner and in accordance with the *Freedom of Information and Protection of Privacy Act*. However, under the circumstances listed below, additional legal obligations may be triggered such that the University may not be able to assure confidentiality:

- a) an individual is at risk of self-harm;
- b) an individual is at risk of harming an identified individual;
- c) members of the University community or the broader community may be at risk of harm; and/or
- d) reporting is required by law (e.g., in the case of a minor).

8.2.2.1 All individuals involved in a complaint, mediation, a report or an investigation must keep the matter confidential during the investigation in order to safeguard individuals against unsubstantiated allegations, to protect the rights of those involved (including witnesses) in the allegation, and to preserve the integrity of the investigation.

**8.2.3 Interim Measures** There may be times when complainants and respondents need to be separated in order to stabilize the situation pending the outcome of the complaint. Such arrangements shall be made in collaboration with the HRO, the complainant’s and the respondent’s union or student association representative and the Dean and other Appropriate Authority (as defined in Procedure 36-1, clause 18) as the case may be, taking into consideration the nature of the complaint and feasibility of the request.

**8.2.4 Informal Process**

8.2.4.1 The informal resolution process described in this subsection is voluntary.

8.2.4.2 The complainant and the respondent, if applicable, shall be informed by the Officer of her right to be accompanied at any time by a union representative.

8.2.4.3 Once contact with the HRO has been made, the Officer will meet with the member to discuss the circumstances, the member’s expectations and outcome sought. The Officer will make every effort to assist the member and will discuss with the member possible and safe options to address or resolve the matter, for example:

- a) referral to suitable services or resources available at the University or in the community;
- b) providing information to the member on how they can directly intervene in the situation on their own behalf;
- c) communication with the person involved to inform that person of the alleged harassment, sexual harassment and/or discrimination that such conduct is unwelcome and must cease;
- d) informal processes such as mediation, facilitated dialogue, coaching or group intervention;
- e) opening a confidential report or incident; or filing a formal complaint.

8.2.4.4 Information disclosed by a person during the informal process is made without prejudice to that person and cannot be used during subsequent steps of the complaint process. Any person conducting an informal process of a complaint may not be called to testify in a subsequent proceeding in relation to information disclosed during mediation, unless ordered or compelled by a court, tribunal or arbitrator.

## **8.2.5 Formal Process**

8.2.5.1 Since a formal process may lead to disciplinary measures, the procedure of the formal process is defined by the collective agreement of the bargaining unit that the respondent is a member of, or University policies if the respondent does not belong to a bargaining unit or the collective agreement in question is silent on the matter. The procedure below applies when an APUO member is a respondent to a formal complaint.

8.2.5.2 If the parties are unable to resolve the matter via the informal process, a written complaint can be filed within twelve (12) months of the last incident or from the date of the single severe incident, unless there are extenuating circumstances, such as prolonged sick leave.

8.2.5.3 If it appears that the time required to follow the informal process will be more than the twelve (12) month time limit as prescribed for filing a formal complaint, the person has an option to proceed with filing the written complaint and requesting, in writing, that it be held in abeyance while continuing to pursue the informal process. This will protect her right to later avail herself of the formal process if needed.

8.2.5.4 The Officer will provide guidance on how to file a complaint and response, but the onus remains on the complainant to provide sufficient information and be as precise and detailed as possible in order to allow the respondent to understand the allegations and respond to them. Members may seek assistance from APUO at any time.

8.2.5.5 Upon receipt of the complaint, the Officer acknowledges receipt in writing and will send a notice of complaint to the respondent, the complainant's and the respondent's respective Deans, or other Appropriate Authority, that a formal complaint has been filed.

8.2.5.6 The respondent shall respond in writing to the formal complaint within ten (10) working days from the date the formal complaint was sent to the respondent. If a response is provided, the complainant can file a reply within (10) working days. If the respondent does not provide a written response, the complaint will proceed to assessment in the absence of a response.

8.2.5.7 Once the parties have had the opportunity to file and respond to the complaint and reply, the HRO will conduct an assessment to determine if the complaint falls within the scope of harassment, sexual harassment and/or discrimination. If the HRO determines that the matter does fall within one or both the definitions the HRO will send a copy of its assessment and recommendations, if any, to the complainant, the respondent and the Dean(s) or other Appropriate Authority.

If the HRO recommends that the matter requires investigation, the Officer, with the assistance of the complainant and the respondent, shall prepare a list of witnesses which will be forwarded to the Dean.

8.2.5.8 A complainant may withdraw a complaint without fear of reprisal at any time.

8.2.5.9 If the Officer determines that the complaint is frivolous or vexatious or falls outside the scope of harassment, sexual harassment and/or discrimination, the complaint will not be forwarded to the Dean or Appropriate Authority for investigation and the matter will end.

### **8.2.6 Dean Investigation**

8.2.6.1 For the purposes of a harassment and/or discrimination complaint, article 39.1.2.1 shall apply with the following modification, “the Dean may assign the investigative procedure to a third party external investigator.” The Employer, the complainant, respondent and appropriate union representatives shall agree to the appointment of the bilingual investigator.

8.2.6.2 After the investigation is completed, the complainant, respondent, and Dean or other Appropriate Authority shall receive a copy of the report. If the Dean has reasonable grounds to believe the member has committed an act of harassment, sexual harassment and/or discrimination, the Dean shall proceed under article 39.4. Should the Dean decide not to proceed under article 39.4, no record of the matter shall be placed in the member’s file. The Dean shall inform the HRO of the outcome of the investigation.

### **8.2.7 Grievances**

8.2.7.1 It is agreed that the provisions of 13.2.2, 13.2.6, and 13.2.9 of the collective agreement apply, *mutatis mutandis*, to the meetings and exchanges of information leading up to any action by the Officer up to and including subsection 8.2.5.6.

8.2.7.2 It is agreed that the Officer is neither compellable nor competent to give testimony in any proceeding under the collective agreement.

8.2.7.3 It is agreed that members who are involved in a complaint shall retain all rights and protections accorded to them under the collective agreement with respect to any investigation, hearing, or action by the Employer and, without limiting the generality of the foregoing, these shall include:

- a) the right to have access to and receive copies of letters of complaint or any relevant documents,
- b) the right to be represented and make representations at meetings or hearings relating to the matter in accordance with the rules of natural justice,
- c) the right to have the matter dealt with in accordance with the terms of 5.2.1 of the collective agreement, *mutatis mutandis*, and
- d) the right to grieve against the interpretation, application, or administration of the complaint as well as any decision taken pursuant to it.

8.2.7.4 Any provision of the collective agreement not explicitly modified herein shall continue to be applicable to any investigation, hearing, recommendation, or decision respecting a complaint.

## **Section 8.2-3 – Further provisions**

### **ARTICLE 12 – Member’s files**

#### **Section 12.1 – General provisions**

**12.1.3 Status of files before 1981** Documents obtained under protection of confidentiality before 1 May 1981, remain confidential. However, when any material that was in the confidential section of the file before 1 May 1981 is considered in a personnel decision in accordance with this agreement, the member shall receive copies of all such material in accordance with the provisions of

subsection ~~12.3.2~~ 12.4.2 and the member may deposit written comments regarding such material.

12.1.6 **Removal of materials from the file** The materials shall only be removed from the file in the following circumstances:

- a) once the Dean determines, upon receipt of proof that the said material is false, irrelevant or inaccurate information in a members file; or
- b) all warnings/reprimands and all documents associated with them shall be removed from the Member's file forty-eight (48) months after the date on which the warning/reprimand was given to the Member, unless: i) the warning/reprimand clearly states otherwise, or ii) the Member has been given further warnings or reprimands and does not successfully grieve the matter;
- ~~b~~c) by mutual consent of the Dean and the ~~m~~Member.

#### **Section 12.4 – Faculty File: Confidential**

12.4.1 Access to this section is regulated by the Dean, and consists of:

- i) an inventory of the contents (may be disclosed only to the member or her delegate);
- ii) non-redacted hiring letters of recommendation (may be disclosed only to DTPC, Chair, FTPC and Joint Committee at the time of hire);
- iii) non-redacted letters from external evaluators (may be disclosed only to FTPC and Joint Committee at the time of promotion and tenure);
- iv) non-redacted complaints (may be disclosed only to the member if the complaint letter is used in disciplinary measures pursuant to article 39);
- v) non-redacted direct peer reviews of teaching (may be disclosed only to FTPC and the Provost).

#### **Section 12.5 – Faculty File: Personal**

~~12.5.1~~ Cette section de la partie de la faculté est accessible au membre et son Doyen. Il se compose de tous les autres documents y compris les plaintes (translation issue only) qui ne sont pas expressément mentionnés dans les sections précédentes et seront conservés dans le dossier personnel (identité caviardée). Ceci inclut mais ne se limite pas aux rapports annuels (à l'exception du processus lié à 23.2.3), aux subventions, aux brevets, aux contrats, aux fonds de recherche et aux frais de déplacement.

### **ARTICLE 13 – Grievances and arbitration**

#### **Section 13.3 – Avant le grief : Recommandation défavorable**

~~13.3.2~~ ~~Lorsqu'il y a une recommandation concernant l'appartenance à la Faculté des études supérieures et postdoctorales, les dispositions de la présente section s'appliquent mutatis mutandis, étant entendu que par "Comité mixte" ou "Bureau" on entend le "comité exécutif de la Faculté des études supérieures et postdoctorales", et que "doyen" signifie le doyen du membre.~~

13.3.~~32~~ Within twenty (20) working days of forwarding a letter of disagreement, the member may forward a brief to the employer's liaison officer, outlining the reasons for the disagreement and any evidence which the member considers relevant.

13.3.~~34~~ Where a member files a letter of disagreement, any time limit set for the taking of a decision provided for in other articles of this agreement or in relation to the processing or progress of the matter concerned shall be extended by twenty (20) working days.

- 13.3.54 The employer's liaison officer shall arrange for a meeting to be held within ten (10) working days of receipt of the brief, or such other time as agreed to by the liaison officers, 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.
- 13.3.65 **Pre-grievance memorandum** Within five (5) working days of the conclusion of the above 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.
- 13.3.76 Where the matters at issue are not resolved by the above process, the member may, within five (5) working days of receipt of the pre-grievance memorandum, forward to the employer's liaison officer a request that the letter of disagreement and brief be submitted to the Joint Committee or Board, as the case may be, along with any supplementary brief filed by the member containing any alterations or additions the member considers appropriate.
- 13.3.87 The employer's liaison officer shall, within ten (10) working days of receipt of the request under 13.3.76, forward to the Joint Committee or Board the following:
- (a) the letter of disagreement and, if any, the member's brief;
  - (b) the pre-grievance memorandum, if any;
  - (c) the member's supplementary brief, if any;
  - (d) comments by the dean, if any, regarding the member's brief or supplementary brief.
- 13.3.98 A written statement of the decision of the Joint Committee or Board and its reasons therefor shall be forwarded to the member and the parties' liaison officers within thirty (30) working days of receipt of the material submitted pursuant to 13.3.78.
- 13.3.109 The provisions of this section apply, mutatis mutandis, to decisions by the Administrative Committee regarding a librarian member's application for continuing appointment, promotion, or leave, or a language teacher's application for professional leave.

#### **Section 13.4 - Étape 1 : Présentation d'un grief**

- 13.4.2 **Step 1 meeting** A Step 1 meeting shall take place no more than fifteen (15) working days of receipt of the written notice of grievance, or such other time as agreed to by the liaison officers, to be attended by the liaison officers or their delegates, the grievor, and the ~~dean~~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~~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.

Notwithstanding the above, in the case of a grievance against a decision of the Joint Committee to defer or refuse promotion and tenure or promotion application following a positive recommendation from the FTPC, the parties agree to replace the step 1 meeting with a mediation session with a mutually agreed-to mediator. The mediation session shall take place no more than fifteen (15) working days of receipt of the written notice of grievance.

It is agreed that this mediation session will be referred to as the step 1 meeting, mutatis mutandis, for all deferral or denial of a promotion and tenure or promotion applications.

- 13.4.6** À moins que les agents de liaison en conviennent autrement, un grief qui va au-delà de la première étape passe à la deuxième étape s'il traite de questions relatives à ~~la Faculté des études supérieures et postdoctorales (FÉSP), dont l'adhésion ou le renouvellement d'adhésion à la FÉSP,~~ l'assignation de la charge d'enseignement ou d'autres décisions du ~~d~~Doyen. Dans le cas de la remise d'une réprimande écrite ou d'un avertissement formel ou du non-renouvellement d'un engagement régulier à durée limitée par le doyen, et dans tous les autres cas, le grief saute la deuxième étape et passe directement à la troisième étape selon les dispositions de 13.6. Il en va de même d'un grief qui passerait normalement à la deuxième étape mais qui traite du non-respect de l'obligation de prendre des mesures d'accommodement aux termes du *Code des droits de la personne de l'Ontario*.

## **ARTICLE 14 – Faculty Teaching Personnel Committee**

### **Section 14.1 – General provisions**

- 14.1.3.1 FTPC members are elected by secret mailed preferential ballot by all tenured members of the bargaining unit in the faculty. A nominating committee elected by the Faculty Council shall propose candidates for all vacant positions. After circulation of these names, sufficient time shall be allowed for other nominations to be made. Additional procedures may be followed if agreed to by the Faculty Council and approved by the Senate, it being understood that:
- (a) three (3) regular faculty members from a faculty may propose a candidate;
  - (b) the Faculty Council may impose special rules, approved by the Senate, to ensure that certain groups within the faculty have equitable representation;:-
  - (c) once an eligible member has accepted to stand as a nominee, their nomination shall stand for election.

#### **14.1.4 Term of office and vacancies**

14.1.4.2 Before taking office, every newly elected FTPC members shallshould participate in a half-day workshop on the collective agreement delivered jointly by the APUO and the Employer.

14.1.4.23 Members of the FTPC who anticipate being absent more than one (1) month during the fall or winter term, or who are absent from three (3) consecutive FTPC meetings, shall resign from the committee; any vacancy thus created shall be filled by means of an election in accordance with 14.1.3.1.

14.1.4.43 Persons who are, at the time of ratification of this agreement and pursuant to the previous collective agreement between the parties, members of an FTPC, shall be deemed to be members of the FTPC for the purposes of this agreement.

## **ARTICLE 15 – Departmental Teaching Personnel Committee**

### **Section 15.1 – General provisions**

#### **15.1.4 Term of office and vacancies**

15.1.4.2 Before taking office, every newly elected DTPC member shallshould participate in a half-day workshop on the collective agreement delivered jointly by the APUO and the Employer.

15.1.4.23 Members who anticipate being absent more than one (1) month during the fall or winter term, or who are absent from three (3) consecutive DTPC meetings, shall resign from the committee; any

vacancy thus created shall be filled by means of an election, at the next meeting of the department assembly if possible, held according to procedures established by the assembly.

- 15.1.4.34 Persons who are, at the time of ratification of this agreement and pursuant to the previous collective agreement between the parties, members of a DTPC, shall be deemed to be members of the DTPC for the purposes of this agreement.

## **ARTICLE 16 – Other peer committees**

### **Section 16.1 – Librarians’ Personnel Committee**

#### **16.1.2 Term of office and vacancies**

- 16.1.1.2 Members of the LPC are elected by a secret, mail-in preferential ballot, by all ~~permanent~~ librarian members ~~of the Library network with continuing appointments~~. A nominations committee suggests candidates for all vacant positions, taking into account the Library’s ~~network’s~~ administrative structure and ensuring well-balanced representation. In order to ensure well balanced representation, the composition of the LPC shall include: a total of ~~three (3)~~ members from section A (all units reporting to the director of the Morisset Library); a total of ~~two (2)~~ members from section B (all other units). The nominations committee, which is composed of the APUO library representatives, organizes the election of LPC members as follows.
- 16.1.1.3 The University Librarian is the chair of the LPC; she does not vote, even in the case of a tie. The ~~assistant associate university~~ librarians excluded from the bargaining unit may attend meetings as observers.
- 16.1.2.1 The term of office ~~of librarian members of the LPC~~ shall be ~~deux~~two (2) years, starting on 1 July following election. To ensure continuity, the terms shall be staggered. A librarian may not be a member of the LPC for more than ~~two (2)~~ consecutive full terms of office.
- ~~16.1.2.2 Before taking office, every newly elected LPC member shall~~should participate in a ~~half-day workshop on the collective agreement delivered jointly by the APUO and the Employer.~~
- 16.1.2.23 Members of the LPC who anticipate being absent for more than ~~one (1)~~ month, or who are absent from ~~three (3)~~ consecutive meetings of the LPC, shall resign from the committee; any vacancy thus created shall be filled by means of an election, to be held as soon as possible and according to the same procedures as those set forth in 16.1.1.2.

### **Section 16.2 – Teaching Personnel Committee of the Institute**

- ~~16.2.2.2 Before taking office, every newly elected TPCI member shall~~should participate in a ~~half-day workshop on the collective agreement delivered jointly by the APUO and the Employer.~~
- 16.2.2.23 Members of the TPCI who anticipate being absent for more than 1 month during the fall or winter term, or who are absent from 3 consecutive TPCI meetings, shall resign from the TPCI. Any vacancy so created shall be filled by means of an election, to be held as soon as possible and according to the same procedures as set out in 16.2.1.1(d) and 16.2.1.2.
- 16.2.3.2 The TPCI's method of operation, the procedures for carrying out its mandate, as well as the role of the director of the Institute in this process, shall be the same, *mutatis mutandis*, as those set forth in sections ~~15.2 and 15.3~~ of this agreement.

## ARTICLE 17 - Appointments

### Section 17.1 – General provisions

17.1.1.3 Special appointments allow for other types of appointments, of limited duration and not leading to tenure, such as:

...

(d) the appointment of research fellows, in which case the provisions of 17.2.5-4 (numbering issue only) shall apply;

(e) the appointment of certain chairs, in which case the provisions of 17.2.6-5 (numbering issue only) apply;

...

17.1.3.2 The department's recommendation shall be made by an appointments committee composed of either the DTPC or the departmental assembly or a group of assembly members designated by it, it being understood that the departmental assembly shall decide the method to be used. Furthermore, it is understood that, regardless of the method, the curricula vitae of all candidates shall be made available to all regular professors in the department. Access to other documents, including letters of reference, shall be regulated by the departmental assembly.

Notwithstanding the preceding, the appointments committee must be comprised of a majority of APUO members.

### Section 17.2 – Provisions applicable to limited-term special appointments

17.2.1.1 Any qualified person may be appointed as a replacement professor with appropriate rank in an academic unit for the purpose of:

(a) replacing one or more regular faculty members who are temporarily absent by virtue of an academic leave or -leave of an unspecified duration; or

(b) filling temporarily a vacant position which, for good academic reasons, cannot currently be filled on a regular basis; or

(c) staffing temporarily during the initial 3 academic years following Senate approval of a new program, pending allocation of long-term resources. ~~;~~ or Where such an appointment is made, the employer shall notify the Association of the name of the person appointed and the reasons for making the appointment; or

(d) replacing one or more regular faculty members who are temporarily absent by virtue of secondment to administrative positions outside the bargaining unit (such as President, Vice-President, Dean or Vice-Dean), partial release outside the department (such as Vice-Dean or Secretary of the faculty), a leave of a specified duration (other than an academic leave) or appointment as a Canada Research Chair.

17.2.1.2 Contract length All replacement appointments are non-renewable. Except for the situations listed below, replacement appointment shall be of either 12, 24 or 36 consecutive months and are non-renewable. The initial appointment of a replacement professor shall end either on 30 June or 31 December, ~~it being understood that where the member has been offered a 12-month contract, the date of the end of the contract may be changed to either 30 April or 31 August by agreement of the dean and the member provided the contract remains a 12-month contract. In no event shall an appointment be for less than 6 months.~~

a) ~~Where~~ where the length of the secondment, period of release, or leave referred to in 17.2.1.1(d) is known at the outset, the replacement appointment may be for the same period, subject to the ~~6~~12-month minimum and a maximum of 5 years. In cases where the total appointment under 17.2.1.1(d) is for a period longer than 2 years, the initial



appointment will be for 2 years and will be renewable for a further period of up to 3 years, subject to renewal conditions detailed in 17.3.3.2 and the total period determined at the outset.

~~In all other cases, no person shall be a replacement professor for more than 24 consecutive months without the consent of the Association. Where 22.2.1.5(b) is to be applied, the initial appointment must be of either 12 or 24 consecutive months.~~

~~17.2.1.3 — Notwithstanding 17.2.1.2, where peer reviewed grant from a national or international funding agency such as NSERC, CIHR, or SSHRC is being applied for, a replacement professor may be given an initial, non-renewable appointment of 36 consecutive months. This is conditional upon the employer promptly notifying the Association of all such appointments, and the appointee applying for and obtaining a peer reviewed grant from a national or international funding agency such as NSERC, CIHR, or SSHRC, within the first year of appointment. If the grant is not obtained, the appointment contract reverts to one of 24 consecutive months in keeping with 17.2.1.2.~~

~~17.2.1.4 — Where the Association consent is required for a renewal of an appointment beyond 24 consecutive months, the employer shall inform the Association of the request, in writing, at least 30 working days prior to the end of the contract, failing which, the duration of the contract will be extended for 6 weeks beyond the date the request is received by the Association. The request by the employer shall include the information agreed to by the parties in a separate memorandum. The Association shall inform the employer of its decision on the extension within 20 working days of receipt of the information, failing which, the contract will be extended for 12 months.~~

17.2.1.3 **Information** For all replacement professor appointment, the employer shall provide the following information to the Association:

- (a) the article (17.2.1.1 (a) through (d)) supporting the creation of the replacement position:
  - (i) for article (a) and (d), the report will include the name of the regular faculty member being replaced and the type and duration of the leave or secondment or appointment supporting the new replacement position;
  - (ii) for article (b), the report will detail the good academic reasons.

17.2.2.3 **Consultation** In the matter of appointment or reappointment of visiting professors, the decision is made by the employer after consultation with the department concerned and its chair. The procedures governing such consultation shall be established by the department assembly.

### **Section 17.5 - Sessional lecturers and adjunct professors**

17.5.1.1 Any qualified person may be appointed as a sessional lecturer at the Faculty of Law, for the purpose of teaching, or participating substantially in the teaching of, particular courses which are not staffed by members.

### **Section 17.7 – Librarians**

17.7.1.3 When the employer decides that a position is to be filled, the following provisions shall apply:

- ...
- (b) the University Librarian shall, after consulting the head of the relevant administrative unit and the LPC, decide whether the position is to be filled on a permanent regular basis as per 17.7.3 or temporary basis, it being understood that this decision is to be taken within ten (10) working days following the consultation of the LPC. If she decides to fill the position temporarily, she shall also consult the LPC regarding the various ways of so doing, as described in subsection 17.7.2.1.

17.7.2.2 **Interim Appointment** When the University Librarian decides to fill a position on a temporary basis by means of an interim appointment, the following provisions shall apply.

- ...
- (e) Lorsque le bibliothécaire en chef prévoit qu'une nomination intérimaire dépassera trois (3) mois, il doit annoncer le poste au sein de la bibliothèque en conformité avec l'article 17.7.1.5.÷
    - (i) ~~il doit annoncer le poste à l'intérieur selon les modalités prévues à 17.7.1.4(a) et (b) et à 17.7.1.5;~~
  - (f) A ~~librarian member~~ receiving an interim appointment shall be informed by the University Librarian, in writing, of the length of the appointment, the modified workload, and, if applicable, changes in her remuneration.
  - ~~(g) Where a librarian who has received an interim appointment continues to perform some of the duties of her usual position, her salary shall be increased accordingly.~~
  - ~~(hg)~~ Where a librarian receives an interim appointment and, if the librarian continues to perform some of the duties of her usual position, her salary shall be increased by one (1) PTR, such increases being in effect for the duration of the interim appointment, ~~while the member has the additional duties~~. Where 18.2.4.3 applies, the amount herein shall be in addition to the stipend under 18.2.4.3.
- ...

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 six (6) months. In such an event, the following provisions shall apply.

- ...
- (c) The appointment of a replacement librarian shall be for a period of not less than three (3) and not more than twelve (12) months, and 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 three (3) and not more than twelve (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 three (3) and not more than twelve (12) months.~~
  - ~~(ed)~~ A replacement librarian shall be a member of the bargaining unit, unless excluded pursuant to the provisions of article 3 of this agreement.
  - ~~(fe)~~ 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 twelve (12) months immediately preceding the preliminary appointment shall be deemed to be included in the portion of the preliminary appointment which exceeds twenty-four (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.

17.7.3.3 A *preliminary* appointment is one that is offered to a person who is not already a librarian member of the bargaining unit with a continuing appointment, who is chosen, following

application of the provisions in 17.7.3.2, for the regular staffing of a position. The preliminary appointment:

### **Section 17.8 – Language teachers**

#### **17.8.4 – Sessional language teachers**

~~17.8.4.1 — Any qualified person may be appointed as a sessional lecturer in the Institute, for the purpose of teaching one or more courses which are not staffed by language teacher members as part of their assigned teaching load. A person so appointed shall be referred to as a sessional language teacher. A sessional language teacher is not a member of the bargaining unit.~~

~~17.8.4.2 — The term of appointment of a sessional language teacher shall not exceed 8 months, and there shall be no limit on the number of reappointments.~~

~~17.8.4.3 — In the matter of appointment or reappointment of sessional language teachers, the decision is made by the employer after consultation with the Institute and its director. The procedures governing such consultation shall be established by the executive committee of the Institute.~~

~~17.8.4.4 — In any one academic year, a sessional language teacher shall not be given a teaching assignment equivalent to more than 325 hours of teaching.~~

17.8.54 Cross-appointment of language teacher members

...

17.8.65 Transfer and secondment

...

### **ARTICLE 18 – Continuing appointments, tenure, and promotion for librarians, language teachers, counsellors**

#### **Section 18.1 – Librarians: Continuing appointments**

18.1.2.1 A continuing appointment shall be granted to a librarian member when:

...

(c) she has completed a preliminary appointment of the thirty-six (36) months prescribed duration as per 17.7.3.3(a).

...

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 6 (six) months year;

(b) if the preliminary appointment is of three (3) years, a second evaluation shall be carried out following the timeline for regular librarian members as per article 23.5.2;

~~(b)~~ (c) the final evaluation shall be carried out at least six (6) months before the end of a preliminary appointment ~~of thirty-six (36) months;~~

~~(c)~~ (d) the evaluations shall be carried out in accordance with the provisions of 23.5.2 for the annual evaluation of performance;

~~(d)~~ (e) following these 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 final evaluation, of granting or refusing a continuing appointment to the member or of extending the preliminary appointment by twelve (12) months before making a final decision.

18.1.2.5 La décision d'accorder ou non un engagement continu au membre, suite à l'évaluation finale de son rendement au cours de son engagement préliminaire, est prise par le Comité d'administration, étant entendu que celui-ci :

...

- (b) doit prendre sa décision, et en informer le membre par l'intermédiaire du bibliothécaire en chef, au plus tard trois (3) mois avant la fin de l'engagement préliminaire :

~~(i) trente (30) mois après le début de l'engagement préliminaire d'un bibliothécaire.~~

...

### **Section 18.2 – Librarians: Promotion**

#### **18.2.1 General**

18.2.1.1 The ranking system is composed of five ranks: I, II, III, IV, and V. These are available on the basis of ~~personal~~ promotion, and the specific criteria are given below. These ranks are not linked to any position but recognize a librarian member's cumulative contributions to her activities named in 20.5.1 (Professional activities), 20.5.2 (Administrative activities), 20.5.3 (Scholarly activities), and 20.5.4 (Academic service activities).

#### ~~18.2.2~~ **Criteria for rank I or for promotion to rank II or III**

~~18.2.1.2.1~~ The rank of librarian I is appropriate for a position which requires that its incumbent:

...

- (b) has fewer than two (2) years of University Level Experience as per 23.4.1.1(c).

#### 18.2.2 **Criteria for promotion**

~~18.2.2.21~~ A librarian I shall be promoted to ~~rank-librarian~~ II when she:

- (a) meets the ~~conditions stated~~requirements described in 23.5.4.1;
- (b) will have at least two (2) years of University Level Experience as per 23.4.1.1(c);
- (c) has evidenced professional activities which, when evaluated in accordance to the provisions of article 23.5.1.3, is deemed to be satisfactory by peers at the University of Ottawa.

~~18.2.2.32~~ A librarian II shall be promoted to ~~rank-librarian~~ III when she:

...

- (d) Has engaged in scholarly activities and academic service of sufficient quality ~~quantity~~ and the significance of which is deemed to be satisfactory by peers at the University of Ottawa.

#### ~~18.2.3~~ **Criteria for promotion to rank IV**

~~18.2.32.13~~ A librarian ~~III member~~ shall be promoted to ~~rank-librarian~~ IV when she:

...

- (c) has evidenced professional activities, which when evaluated in accordance with the provisions of article 23.5.1.3, is deemed to be good by peers at the University of Ottawa;

...

#### ~~18.2.4~~ **Criteria for promotion to rank V**

~~18.2.42.14~~ A librarian ~~IV member~~ shall be promoted to ~~the rank of librarian~~ V when she:

...

(c) has evidenced professional activities, which when evaluated in accordance with the provisions of article 23.5.1.3, is deemed to be good by peers at the University of Ottawa;

...

~~18.2.4.2 The procedures in 18.2.5 apply when a librarian member requests a promotion on a personal basis. Furthermore,~~  
~~(a) the member shall submit any relevant documentation in accordance with 23.3.1 and, in accordance with the provisions of 23.3.2, a list containing the names of at least 3 persons able to act as outside evaluators;~~  
~~(b) the provisions of section 25.4 concerning outside evaluators apply, *mutatis mutandis*.~~

### **18.2.53 Promotion procedures**

18.2.53.1 Promotions ~~on a personal basis~~ are granted or refused by the Administrative Committee.

18.2.53.2 An application for promotion must be initiated by the librarian member and must be submitted to the University Librarian no later than 1 September. The application must be accompanied by the following documentation:

...

(d) for applications for promotion to librarian rank IV or V, a list of at least three (3) persons outside the University who could be called upon to evaluate the member's works, it being understood that this list is to be provided in accordance with the provisions of subsection 23.3.2 of this agreement. The provisions of section 25.4.2 concerning opinions from outside evaluators apply, *mutatis mutandis*.

~~(de)~~ any other information or document that she wishes to have considered in support of her application.

~~Promotions take effect on 1 May of the academic year in which the successful application for promotion was filed.~~

18.2.53.3 Upon receipt of this application, the University Librarian shall ask the LPC to recommend the granting or the refusal of the promotion. To this end, she shall submit the relevant documentation to the LPC, in particular the information mentioned in ~~18.2.5.2~~18.2.3.2. The LPC must make its reasoned recommendation to the Administrative Committee no later than March ~~15~~1.

18.2.53.4 The recommendation of the LPC shall be promptly forwarded to the member by the University Librarian. The latter shall add to it her own recommendation. The University Librarian shall also forward the file to the Administrative Committee, no later than 15 March, adding the relevant documents, including:

(a) the information mentioned in ~~18.2.5.2~~18.2.3.2;

...

18.2.53.5 The Administrative Committee shall render its decision no later than 1 April.

- 18.2.53.6 A promotion ~~on a personal basis~~ shall take effect on 1 May following the date on which the application was submitted -- and the member's salary shall be adjusted on that date according to the provisions of 41.1.5.3(c).
- 18.2.53.7 Promotions shall be announced to all Library ~~network~~ staff via the appropriate technological means.
- 18.2.53.8 The member may contest a negative recommendation by the LPC or the University Librarian by submitting a letter of disagreement, and may file a grievance regarding the decision of the Administrative Committee, in accordance with the provisions of section 13.3 [and 13.4](#) [respectively](#), it being understood that any reference to the Joint Committee is to be replaced by a reference to the Administrative Committee.

### **Section 18.3 – Language teachers: Tenure**

- 18.3.4.2 Le doyen, avant de soumettre la demande de permanence au CPEF, sollicite une recommandation du directeur de l'Institut des langues officielles et du bilinguisme et du CPEI à propos de la demande. Les documents qu'il met à leur disposition à cette occasion, notamment ceux mentionnés à 18.3.4.1, sont identiques à ceux dont dispose le CPEF, sous réserve des dispositions de la sous-section ~~12~~5.3.1. Les recommandations du directeur et du CPEI contiendront une appréciation motivée du rendement du membre dans les domaines de l'enseignement, des activités savantes, des services à la communauté universitaire, et des contributions correspondant à 18.3.3(d).

### **Section 18.4 – Language teachers: Promotion**

#### **18.4.1 General**

- 18.4.1.1 Language teacher members at the University of Ottawa are appointed with, or promoted to, the ranks of language teacher ~~I, II, III, or IV~~. No member appointed as a language teacher ~~I, II, III, or IV~~ after 1 January 1994 can be promoted from her language professor status directly to the rank of assistant, associate, or full professor.
- 18.4.1.2 The requirements for the ranks of language teacher ~~I, II, III, and IV~~ are set forth in 18.4.2 and the procedures for promotion to those ranks are set forth in 18.4.3.
- 18.4.1.4 There shall be no restriction on the number or proportion of language teacher members in the ~~4~~ two (2) ranks set forth in 18.4.1.1.

#### **18.4.2 Requirements**

- ~~18.4.2.1~~ The rank of language teacher I is appropriate for a language teacher who:
- ~~(a)~~ holds a general bachelor's degree in English Language or langue française, linguistics, applied linguistics, language didactics, or education, or in psychology in a field related to the teaching of English or French as a second language; and
  - ~~(b)~~ has accumulated not less than 2 years of experience teaching a second language at the university level.
- ~~18.4.2.2~~ The requirements for promotion to language teacher II are as follows:
- ~~(a)~~ The member must, on the date on which the promotion is to take effect:
    - ~~(i)~~ hold an Honours B.A. in English language or langue française, linguistics, applied linguistics, or language didactics, or in psychology in a field related to the teaching of English or French as a second language; or

- ~~(ii) hold a graduate certificate in education in teaching English or French as a second language; or~~
- ~~(iii) have successfully completed, subsequent to obtaining a general B.A., a qualifying year in any of the disciplines referred to in (i) above.~~
- ~~(b) The member must, on the date on which the promotion is to take effect, have accumulated not less than 2 years of experience teaching a second language at the university level.~~

~~18.4.2.31~~ The requirements for promotion to language teacher III are as follows:

- ~~(a) The member must, on the date on which the promotion is to take effect, hold a Master's degree (M.A.) in teaching English or French as a second language, in linguistics or applied linguistics, in language didactics, or in education or psychology in a field related to the teaching of English or French as a second language.~~
- ~~(b) The member must, on the date on which the promotion is to take effect, have accumulated not less than two (2) years of experience teaching a second language at the university level.~~

18.4.2.41 The requirements for promotion to language teacher IV are as follows.

- (a) The member must, on the date on which the promotion is to take effect, hold a doctorate, or the equivalent thereof, in linguistics, applied linguistics, language didactics, or in education or psychology in a field related to the teaching of French or English as a second language.
- (b) The member must, on the date on which the promotion is to take effect, have accumulated not less than two (2) years of experience teaching a second language at the university level.

## ARTICLE 20 – Academic activities

### Section 20.5 – Librarians activities

20.5.1 **Professional activities** A librarian member's *professional activities* shall be those described in the member's job description, established in accordance with 22.3.2.4 together with the workload goals and objectives established annually in accordance with 23.5.2.1. The professional activities of a member may include, but are not limited to:

- (a) professional consultation and assistance in the use of information resources through reference services; guidance to the university community in the development of skills in research methodology and research resources; teaching and creating educational resources.
- (b) developing, creating, managing and assessing library collections and discovery systems and developing related policies; making expert recommendations regarding access rights and licenses; and overseeing allocated budgets.
- (c) developing access infrastructure and technologies to ensure long term viability of resources (including data) and effective resource discovery, citation, sharing, reuse and preservation.
- (d) ensuring access to, and controlling of, the collections (metadata, original cataloguing, quality control of derived cataloguing, advanced searching, development and monitoring of internal standards and authority control);
- (e) faculty outreach and liaison: supporting research and scholarly activities; working with other members of the university community;
- ~~(a) providing instruction, consultation and research support; information services (reference interview, researching of relevant sources, sourcing citation styles, specific works and their methodology), and individual consultation (in-depth research, relevant formats);~~
- ~~(b) managing, developing and assessing the Library collections, information systems and services; ensuring collection development (developing and maintaining collection development policies, selecting and researching information sources for acquisition, making expert recommendations, negotiating and managing licenses, overseeing allocated budgets~~

- and making qualitative and quantitative evaluations of collections and their use to determine their relevance as well as to respond to the needs of OCGS, CARL or other organizations);
- (c) ~~ensuring access to, and controlling of, the collections (metadata, original cataloguing, quality control of derived cataloguing, advanced searching, development and monitoring of internal standards and authority control);~~
  - (d) ~~teaching research methodology to the student community at all levels as well as the faculty community, developing training tools, course notes, in the member's areas of specialization;~~
  - (e) ~~preparing research tools (pathfinders, help guides) in various formats and bibliographic works in collaboration with professors; quality control of activities leading to the production of research tools or teaching tools;~~
  - (f) ~~representing the Library network to departments, faculties, schools, programs and services of the University, other universities, and to vendors, according to the member's areas of specialization and promoting the activities of the Library network;~~
  - (g) ~~providing orientation and training to new librarians and others, and as needed, ongoing training; developing training programs and related materials;~~
  - (h) ~~participating in professional activities outside the Library network that are related to library and information science, such as contributing to the effective operation of CLA, OLA, ASTED, or similar organizations by serving on their governing bodies or participating in the work of their committees;~~
  - (i) ~~providing research support to research teams at the University;~~
  - (j) ~~identifying, evaluating and implementing new and emerging technologies and services. These can include requirements and user experience analysis, systems projects coordination and development and maintenance of various systems (library systems, website, etc.), computer programming and web design;~~
  - (k) ~~development and application of instructional methods and activities that include but are not limited to teaching information literacy skills in class and online and devising appropriate assignments and corresponding evaluation criteria.~~

All other activities in which the member engages for the purpose of preparation or fulfilling each of the above activities or related, are considered professional activities.

[Any work directly overlapping with the day-to-day fulfillment of professional activities is not considered part of scholarly or academic service activities.](#)

## 20.5.2 Administrative activities

### [20.5.2.1](#)

A librarian member's *administrative activities* shall be those described in the member's job description established in accordance with 22.3.2, together with ~~specific~~ goals and objectives established annually in accordance with 23.5.2.1. These administrative activities may include ~~the following, but are not limited to:-~~

- (a) ~~direction of a service, department or library;~~
- (b) ~~supervision of employees;~~
- (c) ~~management of a project, activities, services or budgets;~~
- (d) ~~coordination of a specific activity within a service or department, library, or the Library; network; responsibility for policies and procedures;~~
- (e) ~~chairing of a committee or similar entity, management of a project; planning, developing and ensuring the implementation of the required infrastructures for the good functioning of the Library network by evaluating and analyzing needs, performance, and problem solving as required.~~



### 20.5.3

**Scholarly activities** ~~20.5.3.1 General provisions~~ 20.5.3.1.1 A librarian member's *scholarly activities* are those which contribute:

- (a) through research activities to the advancement of knowledge in her area of specialization;
  - (i) conceiving, developing and carrying out research projects, individually or with others;
  - (ii) conceiving, developing and carrying out critical or innovative analyses of existing knowledge, including bibliographic analyses;
  - (iii) presenting the results of research or critical studies at, or actively participating in scholarly meetings, colloquia, or research groups;
  - (iv) preparing reports, articles, chapters or books presenting results of the member's research or critical studies, including works published in collaboration with others;
  - (v) academic study leading to a post-secondary degree (including advanced degrees beyond the qualifications previously held), diploma, certificate in a field relevant to the member's area of specialization;
  - (vi) work done under contract, provided it contributes to the advancement of knowledge, and the results are accessible in a form permitting peer evaluation;
  - (vii) editing of a scholarly publication, where there is evidence that the member's work extends beyond customary editorial duties and includes a significant contribution to the advancement of knowledge;
  - (viii) refereeing submissions to scholarly or professional publications;
  - (viii) developing new electronic applications (e.g. tools or systems) that improve library activities such as information literacy training or information retrieval
- (b) through artistic/literary creation to the advancement of the arts and letters;
  - (i) producing original works or forms of expression;
  - (ii) conceiving, developing and carrying out for publication artistic projects or literary criticism.
- (c) through various professional development activities to the advancement of the library profession: knowledge in the area of specialization;
  - (a) making contributions to the practice of a profession beyond the immediate, day-to-day fulfillment of professional activities as defined in the librarian's job description. These include, but are not limited to: (i) writing or developing innovative teaching methods and materials for use within the Library network or in the library profession; and (ii) successful completion of an internship of not less than 6 weeks which is of benefit to the Library network or the profession;
  - (b) making valuable contributions to the advancement of the profession itself by representing the professional community, individually or with others, making presentations, briefings or proposals to external organizations.

The above assumes a cumulative level of knowledge through a librarian's career.

20.5.3.1.2 Scholarly activities referred to in this agreement for librarians are those whose form makes peer evaluation possible and those which aim at being communicated in a form permitting peer evaluation.

20.5.3.1.3 It is understood that the existence of scholarly, artistic or literary works, or professional development activities may not be – in and of itself – proof of ~~competence or~~ satisfactory performance in scholarly activities.

~~20.5.3.2 Scholarly activities for librarians contribute to the advancement of knowledge and include, but are not limited to:~~

- ~~(a) conceiving, developing and carrying out research projects, individually or with others;~~
- ~~(b) conceiving, developing and carrying out critical or innovative analyses of existing knowledge, including bibliographic analyses;~~
- ~~(c) presenting the results of research or critical studies at, or actively participating in scholarly meetings, colloquia, or research groups;~~
- ~~(d) preparing reports, articles, chapters or books presenting results of the member's research or critical studies, including works published in collaboration with others;~~
- ~~(e) academic study leading to a post-secondary degree (including advanced degrees beyond the qualifications previously held), diploma, certificate in a field relevant to the member's area of specialization;~~
- ~~(f) work done under contract, provided it contributes to the advancement of knowledge, and the results are accessible in a form permitting peer evaluation;~~
- ~~(g) editing of a scholarly publication, where there is evidence that the member's work extends beyond customary editorial duties and includes a significant contribution to the advancement of knowledge;~~
- ~~(h) developing new electronic applications (e.g. tools or systems) that improve library activities such as information literacy training or information retrieval.~~

~~20.5.3.2.1 Any work directly overlapping with the immediate day to day fulfillment of professional activities as defined in her job description is not considered part of research activities, in the sense of this collective agreement.~~

~~20.5.3.3 **Artistic or literary creation** Artistic or literary creation includes the following activities:~~

- ~~(a) producing original works or forms of expression;~~
- ~~(b) conceiving, developing and carrying out for publication artistic projects or literary criticism.~~

~~20.5.3.4 **Professional development activities** Professional development activities include:~~

- ~~(a) making contributions to the practice of a profession beyond the immediate, day to day fulfillment of professional activities as defined in the librarian's job description.~~  
~~These include, but are not limited to:~~
  - ~~(i) writing or developing innovative teaching methods and materials for use within the Library network or in the library profession;~~
  - ~~(ii) successful completion of an internship of not less than 6 weeks which is of benefit to the Library network or the profession.~~
- ~~(b) making valuable contributions to the advancement of the profession itself:~~
  - ~~(i) representing the professional community, individually or with others, making presentations, briefings or proposals to external organizations.~~

**20.5.4 Academic service activities** A librarian member's academic service activities include, but are not limited to:

- (a) participating in the work of committees, ~~project task forces, ad hoc committees,~~ working groups, and any equivalent groups of the Library ~~network~~ or the University, or otherwise contributing to the effective operation of the University of Ottawa or one of its constituent parts. It is understood that chairing such groups is an administrative activity under 20.5.2 and that work related to the member's job description is a professional activity under 20.5.1;
- (b) contributing to the effective operation of the Association by serving as an officer of the Association or on its Board of Directors, or participating in the work of one of its committees or constituent parts;

- (c) contributing to the effective operation of AUCC, CAUT or OCUFA by serving on their governing bodies or participating in the work of their committees;
- (d) participating in professional activities outside the Library, such as contributing to the effective operation of professional associations, learned or professional societies, by serving on their governing bodies or by participating in the work of their committees;
- ~~(de) refereeing submissions to scholarly or professional publications;~~
- (e) editing scholarly or professional publications;
- ~~(f) contributing to the effective operation of learned or professional societies by serving on their governing bodies or participating in the work of their committees;~~
- ~~(gf) contributing to community projects which are related to the role of the University.~~

## ARTICLE 21 – Rights and responsibilities

### Section 21.5 - General Liability Insurance

- 21.5.1 The University shall provide insurance coverage in respect of the liability of Members acting within the course of their employment, to the extent provided by the Canadian Universities Reciprocal Exchange (CURIE) policies.
- 21.5.2 Members who determine that the insurance coverage provided by the University is not adequate to meet their individual needs may purchase additional insurance at their own expense.
- 21.5.3 Responsibility for the management of any claim covered by the University's insurance policies rests solely with the insurer.
- 21.5.4 Timely notice will be given to the University of any action or claim of which a Member has knowledge, or of any occurrence or situation that a Member ought reasonably to know might give rise to any action or claim.
- 21.5.5 This Article and any insurance obtained pursuant to it does not apply to legal action initiated by a Member nor to any civil or criminal proceedings that might be initiated by the University against a Member.

## ARTICLE 22 - Workload

### Section 22.2 - Teaching

#### **22.2.3 Provisions applying specifically to certain types of teaching**

##### 22.2.3.1

Courses which:

- (a) are taught by correspondence or at off-campus locations, or
- (b) are videotaped, recorded, broadcast or televised, or
- (c) call for unconventional methods, such as teleconference teaching, or
- (d) delivered entirely or partially via the Internet,

may be included in a ~~member's~~ Member's workload only with this ~~member's~~ Member's prior consent and, when applicable, only after any special arrangements that may be required have been agreed upon.

##### 22.2.3.2 Development of online courses

###### 22.2.3.2.1

Both parties are committed to the development of online courses as a means of enhancing the ability of departments and faculties to offer courses through an alternative mode of delivery, to answer the needs of the students, and help the University to fulfill its mission.

22.2.3.2.2 **Assignment** The assignment of an online course in a teaching load will follow the regulations provided in the collective agreement and in the procedures in place in faculties and departments.

22.2.3.2.3 **Implementation** Where a Member develops or teaches an online course, professional development and technical support assistance will be made available so that she is prepared to teach in this environment.

22.2.3.2.4 **Workload** Unless otherwise agreed to by parties (Association, Employer and the Member), when a member receives a request by the Employer to develop a new online course, and the member agrees, this assignment shall be considered part of the workload as provided for in 22.2.1.5(c). The request shall include proposed ownership of the course copyright.

~~, if she so wishes~~

## **22.2.6 Disputes relating to an individual member's workload assignment**

22.2.6.1 When a disagreement exists concerning a member's workload assignment, the member shall inform the ~~d~~Dean, within ten (10) working days of receipt of the ~~official~~ assignment as per article 22.1.2.1, of the reasons for the disagreement by sending a letter of disagreement.

22.2.6.2 The ~~d~~Dean shall meet with the member within ten (10) working days of receipt of the ~~notice letter~~ of ~~the~~ disagreement and provide, in writing, an analysis of the member's workload assignment as per 22.2.1.

22.2.6.3 Within ten (10) working days of the meeting and receiving the analysis as per article 22.2.6.2, the member may forward a brief to her Dean, outlining the reasons for the disagreement and any evidence which the member considers relevant. The Dean may prepare comments regarding the member's brief. In such a case, the comments shall be shared with the member.

22.2.6.34 **Committee Mandate:** Within ten (10) working days of ~~the dean's response~~ the member forwarding her brief, a Faculty Workload Review Committee (hereinafter "FWRC"), shall review and consider matters of dispute arising from the assignment of an individual member's workload as per article 22.2.1 of the collective agreement.  
The committee shall:

- (a) consider the analysis of the member's workload assignment provided by the ~~d~~Dean under 22.2.6.2;
- (b) consider the brief provided by the member under 22.2.6.3 and comments by the Dean, if any, regarding the member's brief;
- ~~(b)~~ consider the information communicated to the member pursuant 22.1.2;
- ~~(c)~~ make a recommendation determined by a majority vote. If there is no majority vote, the recommendation will be made by the chair;
- ~~(d)~~ communicate the recommendation, in writing, to the ~~d~~Dean within five (5) working days of holding the vote.

## 22.2.6.45 **Membership of the FWRC:**

- (a) The committee shall be comprised of the members of the FTPC, excluding the ~~d~~Dean.
- (b) The ~~d~~Dean shall put forward the names of two (2) individuals to chair the FWRC, of which the members of the committee shall choose one (1) by a majority vote. The chair of the department of the member may not serve as the chair of the FWRC.
- (c) Quorum shall consist of three (3) members and the FWRC chair, once she has been selected.

- 22.2.6.56 The eDean may accept or reject the determination or the recommendation made by the FWRC.
- 22.2.6.67 The eDean shall communicate her final decision to the member, in writing, within ten (10) working days of receiving the FWRC recommendation. This final decision shall also include a copy of the recommendation communicated by the FWRC to the eDean.
- 22.2.6.78 Matters of dispute arising from 22.2.6 shall follow the grievance and arbitration procedures pursuant to article 13, it being understood that the time limits under 13.4.1 shall commence from the member receiving or deemed to have received the decision of the eDean as per 22.2.6.67.

### 22.2.7 Information technology

- a) A Member shall not be required to teach information technology (ex: Blackboard Learn) as a component of a course unless the technology is specifically related to the subject matter or the mode of delivery of the course has been approved by the department/unit/school or faculty and has been agreed to by the Member assigned to teach the course.
- b) Where a Member is assigned an online course, the Employer shall ensure that the Member has access to the technology capable of handling the required mode of delivery.
- c) To assist Members and to facilitate technological innovation within the University community, the Employer shall inform Members of technology training programs at the University, and shall make these programs available to Members free of charge.
- d) Nothing shall prevent a Member from introducing or using information technology as part of a course, if she so wishes.

### **Section 22.3 - Librarians**

22.3.2.3 The job descriptions of some positions may be such that the said positions involve essentially equivalent functions, although in different services or libraries ~~of the Library network~~. For the purposes of this agreement, positions shall be deemed to involve equivalent functions when they require essentially the same qualifications and may be filled by any librarian having such qualifications without any form of training other than the usual period of adaptation to a new position. A librarian may be transferred from one position to another position involving equivalent functions in accordance with the provisions of 31.4 and 31.5.

#### **22.3.3 Working hours**

22.3.3.3 The University Librarian or her delegate establishes individual and group work schedules for librarian members which provide for efficient organization and satisfy the needs of the university community, while respecting the spirit of this subsection. Work schedules may involve 1) evening or weekend work, 2) as well as schedules which meet both the needs of the Library Network and the preferences of the librarians concerned, being understood that the preferences of the member shall not be unreasonably refused. In particular, and without limiting the generality of the foregoing, a librarian member may fulfil her normal weekly working hours requirement for one or two weeks in 4.5 or 9 days, respectively, provided she obtains the consent of the University Librarian or her delegate in advance.-

### **Section 22.4 – Language teachers**

#### **22.4.3 Other academic duties**

~~22.4.3.1 — Where a language teacher member holds the rank of language teacher I or II, the member's workload shall include, in addition to assigned duties, any appropriate academic service activities to which the member wishes to devote a portion of her time and which she can reasonably undertake or continue. A member holding the rank of language teacher I or II shall not be obliged~~

~~or required to engage in scholarly activities as part of her workload, except under 22.4.2.1(c) and subject to 22.4.2.3.~~

22.4.3.21 ~~Where a language teacher member holds the rank of language teacher III, or IV, t~~The member's workload shall, in addition to assigned duties, include any appropriate scholarly activities in accordance with 20.6.2.2 and academic service activities to which the member wishes to devote a portion of her time and which she can reasonably undertake or continue.

22.4.3.32 Although a member's ~~d~~Dean may remind the member of the importance of scholarly activities and academic service, and may offer general suggestions, a ~~d~~Dean shall not impose specific scholarly or academic service activities, except under 22.4.2.1(b) or (c) and subject to 22.4.2.2 and 22.4.2.3.

#### 22.4.4 Normal teaching load

~~22.4.4.1 For language teacher members holding the ranks of language teacher I or II, the normal teaching load shall be 5 two-term courses per academic year, or the equivalent thereof, and it shall not exceed 510 course calendar hours per academic year.~~

22.4.4.21 ~~For language teacher members holding the ranks of language teacher III or IV, t~~The normal teaching load shall be four (4) two-term courses per academic year, or the equivalent thereof, and it shall not exceed four hundred and twenty (420) course calendar hours per academic year.

22.4.4.32 An individual language teacher member's assigned teaching load shall be the normal teaching load prescribed in 22.4.4.1 ~~or 22.4.4.2~~ for members with her rank, except where modified pursuant to the provisions of this section.

22.4.4.43 **Deviation from normal load** For language teacher members, the assigned teaching load in any academic year may differ from the normal teaching load prescribed in 22.4.4.21:  
(a) when such reduction is justified by activities included in the member's workload pursuant to 22.4.2.1(b) or (c);  
(b) where, subject to budgetary feasibility, such reduction is justified ~~for a member holding the rank of language teacher III or IV,~~ by the member's exceptionally heavy involvement in scholarly activities.

#### 22.4.5 Distribution of the teaching load

22.4.5.1 ~~For language teachers III or IV, s~~Scheduled teaching duties shall be distributed over two (2) of the three (3) terms of an academic year, it being understood that the above provisions may be set aside with the prior consent of the member concerned.

~~22.4.5.2 For language teachers I and II, scheduled teaching duties will normally be distributed over the 3 terms of the academic year.~~

22.4.5.32 As far as possible, the employer shall not -- unless the member agrees otherwise -- include in the member's workload more than one (1) course per term finishing after 7 p.m., it being understood that more than one (1) course will not be included without prior consultation with the member.

### ARTICLE 23 – Review and Evaluation

#### Section 23.1 – General provisions

23.1.2.2 Each member shall include in her annual report a general description of the scholarly activities to which she intends to devote a portion of her time during the next academic year, it being

understood that these may change due to circumstances not foreseen at the time of filing the report. Furthermore, a member eligible to apply for tenure or promotion in the coming academic year shall indicate her intention to do so, if known. A member who intends to apply for tenure or for promotion to the rank of associate or full professor shall may submit the information related to outside evaluators as specified in articles 23.3.2.4 and 23.3.2.5 append a list of at least three (3) persons outside the University who could be called upon to evaluate the member's works, it being understood that this list is to be provided in accordance with the provisions of subsection 23.3.2 of this agreement.

- 23.1.2.4 Annual reports shall be made in the form of an updated curriculum vitae, using the OCGS University of Ottawa CV (UOCV)-model or a curriculum vitae that contains equivalent information, to which the member shall append the information required under 23.1.2.2 and information concerning her academic service activities during the past academic year. As well, the member may append all information and documentation that the member deems pertinent.

## **ARTICLE 25 – Tenure and promotion for faculty members**

### **Section 25.1 – Tenure**

~~25.1.8 — Any faculty member whose employment ceases as a result of a denial under this section, and who has been employed by the employer for 5 or more years, shall be entitled to severance pay provided for under the Employment Standards Act as amended from time to time, it being understood that the length of employment for purposes of application of the Act shall be determined in accordance with 17.3.1.~~

## **ARTICLE 26 – Academic leave**

### **Section 26.3 – Duration and remuneration**

#### **26.3.2 Value of credited service**

##### **26.3.2.1**

- (a) Academic half-leaves may be taken at 80 or 100% of nominal salary, reducing the member's accumulated credited service by 3 or 4 years respectively.
- (b) Full academic leaves may be taken at 50, 65, ~~80~~85, 90 or 100% of nominal salary, reducing the member's accumulated credited service by 4, 5, 6, 7 or 8 years respectively.
- (c) For her first academic leave, notwithstanding (b) above, a member hired at the rank of lecturer, assistant or associate may request a full leave at 100% of nominal salary, reducing her accumulated service by either six (6) or seven (7) years without any credited service carried over for a subsequent leave.

##### **26.3.3.4**

- (a) When a member is on paid leave (other than maternity leave or sick leave) for at least half of a semester, the amount of credited service to be granted for that semester, if any, will be determined by the employer at the time the leave is approved, it being understood that the employer's decision will be reasonably related to the nature of the member's activities during said leave.
- (b) For periods where a member is on reduced workload under article 30, credited service is determined in the manner set out in that article.
- ~~(c) Whenever sick leave periods of 22 or more consecutive working days total 130 or more working days, the member's credited service shall be reduced by one half-year and the accumulated sick leave used for this adjustment will be reduced accordingly.~~
- ~~(d)~~ (c) Where a member is on long term disability status in the course of a semester, the credited service for that semester shall be reduced correspondingly.

- (de) Service while on secondment pursuant to 17.6.3 does not count as credited service, unless provided for pursuant to 17.6.3.2(a).
- (ef) Service as a research fellow may count as credited service, in accordance with 17.2.5.7(d).

### **Section 26.6 – Other benefits**

26.6.2 **Contributions** During an academic leave, unless already provided for in article 26.5.3, the employer and the member shall continue their contributions to the various insurance plans and to the pension fund, the amounts being calculated on the basis of the member's nominal salary.

## **ARTICLE 27 – Sick leave**

### **Section 27.1 – Eligibility and benefits**

27.1.2.1 Notwithstanding the generality of the foregoing, a member is not eligible for sick leave benefits:  
(a) while on parental leave, it being understood that, pursuant to 29.2.12.3, a member suffering from pregnancy-related complications is eligible for sick leave benefits;

### **Section 27.2 – Procedures**

27.2.2 **Mandatory examination** At any time during a member's sick leave, ~~and/or during an accommodation process~~, a representative from the Health ~~and~~ Wellness ~~and Leave Office Sector of Human Resource Services~~ may require that a member be examined by one or more physicians appointed and paid by the Employer, in order to determine if the member is eligible for sick leave benefits or is able to return to work. ~~require that this member be examined by one or more physicians appointed and paid by the Employer. The Employer shall make reasonable efforts to consult with the member or her delegate, before appointing such physician or physicians in an effort to identify physicians acceptable to the Employer and the member.~~  
(a) The Health and Wellness Office shall notify the member, and APUO (where requested by the member), with the names of three (3) duly qualified medical practitioners and the member shall select one of those practitioners to conduct the examination. Upon choosing the independent medical practitioner, the member and APUO (if applicable), shall agree to the scope of the independent medical exam.  
(b) The independent medical report shall be forwarded to the member's treating physician as appropriate. The member and APUO (where requested by the member) will be provided with a copy of the report upon written request.~~The member will be provided with a copy of the report upon written request (and APUO where requested by the member)~~

## **ARTICLE 29 – Other leaves**

### **Section 29.2 – Parental leave**

#### **29.2.2.1 Birth or adoption of a child**

Pursuant to 29.2.3.1, a member shall be entitled to 2 days of paid leave during the 30 days following the birth or adoption of the child.

- (i) A member shall inform her chair in writing of her intention to take such leave as soon as reasonably possible.
- (ii) The leave provided by this subsection is distinct from the parental leave provided under 29.2.3.

#### **29.2.12 Maternity-Pregnancy leave (renumber the entire section)**

...



~~29.2.1.6~~ At the conclusion of maternity leave, a member is eligible for reduced workload arrangements as set out in Article 30.

~~29.2.1.7~~ Subject to the provisions of this section, a member on maternity leave may apply to her dean for a leave of absence without pay of up to 2 years beginning within 6 months of the conclusion of the maternity leave. Such leave shall not be unreasonably refused by the employer.

29.2.12.86 The following particular provisions apply to regular members without tenure, or librarian members on preliminary appointment.

- (a) A non-tenured regular faculty, counsellor or language teacher member may elect to have her limited-term appointment extended by one (1) year for each maternity pregnancy leave which she takes during the period of limited-term appointment. Every such extension postpones correspondingly the time when the member may apply for, and is eligible to be granted, tenure or a promotion. ~~The period of limited-term appointment may not be extended in this manner by more than 2 years.~~
- (b) A librarian holding a preliminary appointment may elect to have her preliminary appointment extended by up to twelve (12) months for each maternity pregnancy leave which she takes during the period of preliminary appointment. Every such extension postpones correspondingly the date on which the member may apply for, and is eligible to be granted, a continuing appointment or a promotion. ~~The period of preliminary appointment may not be extended in this manner by more than twenty four (24) months.~~

~~29.2.12.67~~ At the conclusion of maternity pregnancy leave, a mMember is eligible for reduced workload arrangements as set out in Article 30.

~~29.2.12.78~~ Subject to the provisions of this section, a mMember on maternity pregnancy leave may apply to her eDean for a leave of absence without pay of up to two (2) years beginning within six (6) months of the conclusion of the maternity pregnancy leave. Such leave shall not be unreasonably refused by the eEmployer.

- 29.2.12.11 (a) The eEmployer and the mMember shall continue to pay their full regular contributions to employee benefit plans throughout the maternity pregnancy leave.  
(b) In the case of a leave of absence pursuant to 29.2.1-72.8, the provisions of 29.3.3 shall apply.

29.2.3.4 The provisions of 29.2.12.7 to 29.2.12.142 inclusive apply, *mutatis mutandis*, to parental leave, it being understood a member may opt out of participation in the pension plan during such leave.

29.2.3.7 The benefits set out in 29.2.12.3 and 29.2.3.6 shall apply, *mutatis mutandis*, to any Ontario provincial program that replaces the federal EI program.

29.2.3.8 The following articles apply to regular mMembers who have not yet obtained tenure, or librarian members on preliminary appointment, when the parental leave is taken without having taken a pregnancy leave.

- (a) A non-tenured regular faculty, counsellor, or language teacher Member may elect to have her limited-term appointment extended by one (1) year for each parental leave of over four (4) months in duration during the period of limited-term appointment. Every such extension postpones correspondingly the time when the Member may apply for, and is eligible to be granted, tenure and/or promotion.

(b) A librarian holding a preliminary appointment may elect to have her preliminary appointment extended by up to twelve (12) months for each parental leave of over four (4) months in duration which she takes during the period of preliminary appointment. Every such extension postpones correspondingly the date on which the Member may apply for, and is eligible to be granted, a continuing appointment or a promotion.

## **29.2.24 Autres congés spéciaux**

29.2.24.1 A member eligible for any of the following special leaves shall return to the position that she held prior to the leave, with no loss of service for seniority purposes:

### **~~(a) Birth or adoption of a child:~~**

~~Pursuant to 29.2.3.1, a member shall be entitled to 2 days of paid leave during the 30 days following the birth or adoption of the child.~~

~~(i) A member shall inform her chair in writing of her intention to take such leave as soon as reasonably possible.~~

~~(ii) The leave provided by this subsection is distinct from the parental leave provided under 29.2.3.~~

### **(a) Personal leave:**

Members have the right to the special leaves listed in University of Ottawa's Policy 9a.

### **(b) Congé d'urgence personnelle :**

Un congé d'urgence personnelle est une période d'absence du travail sans solde (translation issue only) pour une durée maximale de dix (10) jours par année civile.

...

### **(b) Compassionate care leave:**

A member shall be granted an unpaid compassionate care leave as prescribed under the Ontario Employment Standards Act.

## **Section 29.3 – Leave of absence**

29.3.9 **Part-time service with employer** While on leave of absence as provided for under 29.3.1(a), (b) or (e), a member is eligible for appointment as a sessional lecturer at the Faculty of Law, sessional language teacher, or part-time librarian or counsellor with the same remuneration and assistance as a person who is not a member of the Association.

## **Section 29.4 – Professional leave (language teachers)**

29.4.1.4 Le budget annuel disponible pour financer les coûts supplémentaires occasionnés par des congés professionnels des professeurs de langue sera, pour la durée de la convention, de 50 000~~19 685~~ \$.

29.4.2.1 Pour être admissible à un congé professionnel, un professeur de langue doit remplir les conditions suivantes.

(a) Le membre doit bénéficier de la permanence au moment où commence son congé professionnel.

(b) Le membre doit avoir complété, à la date prévue pour le début d'un premier congé professionnel, cinq (5) années consécutives de service à temps complet, à titre de professeur de langue, à l'Université d'Ottawa. Pour un congé subséquent au premier, le membre doit avoir complété :

(i) deux (2) années consécutives de service à temps complet à partir de la date de la fin du dernier congé professionnel, s'il s'agit d'un congé de quatre (4) mois ou moins ;

(ii) quatre (4) années consécutives de service à temps complet à partir de la date de la fin du dernier congé professionnel, s'il s'agit d'un congé de plus de quatre (4) mois.

- (c) Le membre doit avoir présenté, conformément aux procédures prévues à 29.4.3, un projet détaillé des travaux ou études qu'il entend effectuer pendant son congé professionnel.
- (d) Le membre doit s'engager à demeurer au service de l'employeur, à la suite du congé, pour une période de temps égale ~~au moins de : 1 an, ou le double de~~ à la durée du congé.

~~29.4.2.3 — Des absences de 6 mois ou plus constituées par l'addition de périodes de congé de maladie de 1 mois ou plus sont soustraites de la période de service applicable au calcul des années de service exigées pour l'obtention d'un congé professionnel. Il est cependant entendu que de telles absences ne rompent pas la continuité du service.~~

29.4.3.1 Pour obtenir un congé professionnel, un professeur de langue doit soumettre une demande officielle au doyen au moins six (6) mois avant la date prévue pour le début du congé.

29.4.3.8 En cas de changements importants dans son projet de congé professionnel, le membre doit faire une demande officielle au doyen au moins trois (3) mois avant la date de début du congé professionnel ou, si cela est impossible, dans les meilleurs délais.

## **ARTICLE 31 – Special provisions: Librarians**

### **Section 31.1 – General**

#### 31.1.1

31.1.1.1 Where there is a reference, in a part of this agreement dealing with librarians ~~of the Library network~~, to the *head of the relevant administrative unit*, this shall mean the department, service, or library head or director most immediately concerned with the issue at hand.

31.1.1.2 For the purposes of this agreement, the *immediate supervisor* of a librarian member is the person who, pursuant to procedures in use in the Library ~~network~~, is responsible for filling out the member's ~~performance appraisal~~ annual review form.

31.1.3.2 A librarian member shall also be invited to be a member of a selection committee for the University Librarian or an ~~assistant librarian~~ associate university librarian, if and when one is being selected.

### **Section 31.3 – Congé sans solde**

31.3.3.2 A son retour au travail après un congé sans solde autorisé, le bibliothécaire syndiqué a le droit de reprendre le poste qu'il occupait immédiatement avant le début du congé. Quand le membre revient, il bénéficie du même rang et des mêmes privilèges, droits, et avantages, y compris tout ajustement à l'échelle, auxquels il aurait eu droit s'il n'avait pas été en congé sans solde. Nonobstant ce qui précède, le temps passé en congé sans solde ne compte pas comme années au service de l'employeur aux fins de l'obtention d'une promotion, d'un congé professionnel ou ~~d'une nomination continue~~ d'un engagement continu. Pour ce qui est du progrès dans le rang au cours du congé sans solde, les dispositions de 29.3.4 s'appliquent mutatis mutandis.

## **ARTICLE 32 – ~~Direction and Examination of Theses, and Supervision of Postdoctoral Fellows~~ Faculty of Graduate and Postdoctoral Studies**

### **Section 32.1 - General**

32.1.1 ~~Normally, only members who are members of the Faculty of Graduate and Postdoctoral Studies may direct and examine theses~~ Regular members holding the rank of assistant, associate, or full professor, or language teacher IV are recognized to have supervisory rights (direction and examination of theses, supervision of postdoctoral fellows) upon appointment. All members are

granted sole supervisory rights for any graduate degree offered by the member's primary unit and any other unit where the DTPC provides an approval. Nothing prevents a department or unit from encouraging mentorship with respect to graduate supervision or co-supervision. Members with limited-term special appointments or librarians can apply to have their supervisory rights recognized. In such situations, the procedure listed in article 32.2.3 shall be followed with only their record of scholarly activities being examined.

32.1.2 ~~Having olding or not supervisory rights or not Membership or non-membership in the Faculty of Graduate and Postdoctoral Studies~~ shall not, in and of itself, be used to the member's detriment.

32.1.3 It is the responsibility solely of the Senate to establish and to modify from time to time the criteria for supervisory rights. ~~membership in the Faculty.~~

~~32.1.4 — Members holding the rank of assistant, associate, or full professor are eligible for membership in the Faculty. Members holding the rank of language teacher IV are eligible for membership in the Faculty under provisions applicable to assistant professors.~~

### ~~Section 32.2 —~~

#### ~~Appartenance à la Faculté~~ Évaluation périodique Supervisory Privileges

### ~~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:~~

~~(a) When a faculty member applies for membership in the Faculty, the member's application shall be examined by the DTPC and chair, and then by the FTPC and dean. Their recommendations shall be forwarded to the dean of the Faculty of Graduate and Postdoctoral Studies, who shall submit the file to the Executive Committee of the Faculty; the Executive Committee shall decide for or against membership.~~

~~(b) The question to be addressed is: "Does the applicant have the supervisory skills and has she maintained a record of scholarly activities, the results of which have been recently disseminated and which are appropriate for the direction of graduate theses in the relevant areas of her discipline?". Each answer shall be supported by appropriate reasons and evidence. The chair shall either concur with the DTPC or provide a separate response, with reasons. The dean shall either concur with the FTPC or provide a separate response, with reasons.~~

### ~~Section 32.2.2 - Periodic reviews~~

32.2.1 When there is evidence that ~~a member's~~ supervisory skills may no longer be adequate or when, ~~in the course of OCGS program reviews,~~ there is evidence that the member may not have maintained a record of scholarly activities appropriate for the direction of graduate theses, the ~~dean~~ Dean of ~~the her~~ Faculty shall, if she has concerns, write to the member to advise her of these concerns, inform the member that she must decide whether she wishes to retain her supervisory rights ~~remain a member of the Faculty,~~ and inform the member of a reasonable deadline for a response.

32.2. ~~2-2~~ A member who does not respond shall be deemed to have ~~withdrawn~~ relinquished her supervisory rights voluntarily. If the member requests to retain her supervisory rights, ~~remain a member of the Faculty,~~ the request shall be processed as follows: ~~as in 32.2.1, mutatis mutandis.~~

32.2.3 The member's supervisory skills or record of scholarly activities shall be examined by the DTTC, chair, and FTTC of her Faculty. Their recommendations shall be forwarded to the Dean of her Faculty who shall decide to revoke or not her *supervisory rights*. The question to be addressed is: "Does the applicant have the supervisory skills and has she maintained a record of scholarly activities, the results of which have been recently disseminated and which are appropriate for the direction of graduate theses in the relevant areas of her discipline?". Each answer shall be supported by appropriate reasons and evidence. The chair shall either concur with the DTTC or provide a separate response, with reasons. The Dean shall not ~~unreasonably~~ deny the request if the recommendations of the DTTC, chair and FTTC ~~is they~~ are all positive.

32.3 **Reinstatement** Any member that has relinquished her *supervisory rights* or has had them revoked may apply for their reinstatement. In such situations, the procedure listed in article 32.2.3 shall be followed.

## **ARTICLE 35 – Patents and copyright**

### **Section 35.1 – Patents**

#### **35.1.2 Applications for patent and exploitation**

35.1.2.1 ~~Unless otherwise required as part of a sponsored research project, the~~The parties agree that the exploitation of any invention shall be at the option of the member. When the member wishes the invention to be exploited, she shall make full and complete disclosure of the invention, its application and expected market potential and shall warrant her patent. The ~~e~~Employer, ~~in consultation with the Patents Committee,~~ shall advise the member within 180 days of the completed disclosure of its intent to apply for a patent. When the ~~e~~Employer decides to apply for a patent, the ~~e~~Employer shall make all the necessary arrangements and the member shall sign all required documentation.

35.1.2.4 ~~Starting 30 June 2017, the Employer shall provide the Association with a Patents an Invention and Patent Report listing all patent applications-Invention Disclosures received from members, all patents filed and all patents granted during the previous calendar year and all ongoing patent applications. The Patents-~~ The Report will also include the following information: internal patent-identifying code or reference number, date of receipt of the ~~patent application~~Invention Disclosure, title of ~~application~~Invention, name and percent relative contribution of all - ~~applicants~~inventors, decision of the Employer regarding filing the patents, and patent filing date (if applicable).

35.1.3.2 Where the patent results from the work of more than one inventor, the ~~employer, in consultation with the Patents Committee,~~ shall determine the amount payable to each, based upon ~~Employer shall determine in consultation with the inventors (and external expertise, as required)~~ the relative contribution of each ~~inventor to the invention~~Invention. In the absence of any other documentation or agreement, the default position shall be for an equal relative contribution by all inventors.

35.1.3.5 ~~Starting 30 June 2017, the Employer shall provide the Association with a Distribution of an Invention and Patent Revenue Report listing all existing patents-Inventions generating revenue-~~ The Distribution of Patent Revenue in the prior calendar year. The Report will include the following information: internal patent-identifying code or reference number, gross annual revenue for the year, total gross revenue, net annual revenue per participants and total new revenue per participants.

~~35.1.4 The Patents Committee~~

~~35.1.4.1 The Committee shall be composed of 2 Association appointees, two appointees from the employer, and is chaired, without voting rights, by the Director, Office of Research Services or her delegate.~~

## ARTICLE 37 – Selection of a chair

### Section 37.1 – General

- 37.1.1 Definitions and equivalency of terms For the purpose of this article, the following definitions and equivalency of terms shall be used:
- a) The term *academic unit* shall mean a department, school, institute;
  - b) The term *chair* shall mean the *chair* of an *academic unit*;
  - c) The term *chair* includes all following variations: *chair*, director, assistant-*chair* or assistant-director, interim *chair* or interim director and any other member with similar responsibilities;
  - d) *Regular academic unit members*: tenured and tenure-track professors, Continuing Special Appointment Professors, and tenured language teachers of the concerned *academic unit*.
- 37.1.2 Membership As *chairs'* appointments are central to the operation of faculties and *academic units* and provide key oversight and collegial management functions; they shall be staffed by tenured regular academic unit members.
- 37.1.3 Training The parties recognize that the skills required to successfully fulfil the role, responsibilities and duties of a *chair* may not exist in members at the time of their appointment. As such, the parties agree to develop and engage in a joint programme of training activities so as to adequately prepare individuals for these positions. These training activities will include, but shall not be limited to, knowledge of the provisions of this agreement related to their appointments and their interactions with other members of the university.
- 37.1.4 Chair Appointment process
- 37.1.4.1 The chair of a department shall be appointed by the Board in accordance with the procedures set forth in this article. Except in an academic unit where the majority of the academic staff are excluded under 3.1.3.1(c), the chair must be a regular member of the department during her mandate.
- 37.1.4.2 The procedures set forth in this article shall be applied at the end of a chair's term or if the post of chair becomes vacant.
- 37.1.4.3 Notwithstanding 37.1.4.2, should the chair of an academic unit department become unable to perform her duties, the ~~d~~Dean, in consultation with the regular academic unit members~~regular members of the department~~, may appoint an interim chair. The term of an interim chair shall not normally extend beyond twelve (12) months. Should the term of an interim chair extend beyond twelve (12) months, the ~~d~~Dean shall initiate procedures for the appointment of a new chair under 37.2.
- ~~37.1.4 The procedures set forth in this article shall be followed, mutatis mutandis, for the selection of the director of a school.~~

## **Section 37.2 – Selection and appointment**

37.2.1 There shall be a *selection committee*. The committee shall be chaired by the ~~e~~D~~e~~an of the faculty concerned and, in addition to the latter, shall have the following members:

- (a) the Vice-President Academic and Provost or a person designated by her;
- (b) two (2) regular *academic unit members*, at least one (1) of whom is tenured, of the ~~department~~ academic unit concerned -- elected by secret ballot by the ~~regular faculty members of the department~~ *regular faculty members of the department* academic unit members concerned;
- (c) one (1) or two (2) persons from outside the ~~department~~ academic unit concerned and with an established reputation in that discipline or a related one, to be chosen by the four (4) members of the selection committee already mentioned above.

Should no woman be elected or appointed under (a) or (b), the ~~e~~D~~e~~an shall so inform the selection committee and ensure that it chooses at least one woman under (c).

37.2.2 The ~~e~~D~~e~~an shall invite all *regular academic unit members of the department* to submit to her, in confidence and in writing, the names of possible candidates and reasons supporting their candidature. At the same time the ~~e~~D~~e~~an will inform members as to whether or not the incumbent is willing to stand as a candidate and will draw their attention to the provisions of 37.2.3.3. Without disclosing the names of the individuals submitting them, these names and reasons shall be communicated to the selection committee.

37.2.3

37.2.3.1 The selection committee, after undertaking any further inquiries that it deems appropriate and relevant, shall establish a short list of not fewer than two (2) and not more than three (3) candidates, unless it is convinced that it can find only one suitable candidate.

37.2.3.2 The candidates shall be selected for a combination of qualities, important features being academic excellence, leadership, and administrative ability.

37.2.3.3 The name of the incumbent shall not appear on the short list unless at least half of the answers to the dean's request under 37.2.2 list the incumbent as acceptable.

### **37.2.4 Regular academic unit feedback**

37.2.4.1 ~~Regular academic unit members~~ *Member of the department* shall be informed of the short list. The selection committee shall seek the opinion of the ~~department~~ *regular academic unit members* through written comments in confidence to the dean and through a preferential ballot.

37.2.4.2 If the selection committee finds only one suitable candidate, this candidate's name shall be submitted to the *regular academic unit members of the department* who shall, in confidence, indicate whether they do or do not find this candidate acceptable.

37.2.4.3 The ~~e~~D~~e~~an shall inform the selection committee of the results of the consultation and shall open the preferential ballots in the presence of the committee. The Dean shall summarise the results of the consultation and share this summary with the regular academic unit members. Members of the selection committee may raise any additional concerns they may have about the administrative or managerial qualifications or skills of the candidates. The committee shall then make its recommendation to the Board. The committee shall communicate its recommendation to the *regular academic unit members of the department*.

### **37.2.5 Report to the Executive Committee of the Board of Governors**

- 37.2.5.1 The dean shall transmit to the President:
- (a) the short list established by the selection committee;
  - (b) the results of the consultation in 37.2.4;
  - (c) the committee's recommendation;
  - (d) her own recommendation and reasons therefor.
- 37.2.5.2 **Length of mandates for chair** 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, provided the selection committee approves, the Board may appoint a chair for a term of up to five years.
  - (b) In all other faculties, the Board shall initially appoint a chair for a term of not more than five years. In the case of a chair initially appointed for three 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.
- 37.2.6 The selection committee shall receive reasons if the appointment is not as it recommended. These shall be received at least **five (5)** working days before the appointment is to be communicated to the successful candidate.

### **Section 37.3**

- 37.3.1 The chair is responsible for providing academic and administrative leadership in respect of (but not limited to) teaching and supervision; the development and delivery of undergraduate and graduate curricula and programmes; creating a fair, equitable, and supportive environment for student learning and engagement; supporting faculty involvement in scholarly, research and creative activity; stewardship of the human and financial resources of the academic unit; representing the academic unit in the University; and liaising with the profession and the community.
- 37.3.2 The chair is required to administer the affairs of the academic unit after appropriate consultation with its regular academic unit members, striving to ensure collegiality and collegial decision making within the academic unit.
- 37.3.3 In representing the academic unit in an official capacity, chairs will present the academic unit's position. Although responsible for carrying out the duties and responsibilities outlined in this article, the chair, as a member of the faculty, remains an academic for whom teaching and research are also fundamental career rights. Chairs are primarily academic leaders. It is further understood that chairs will not administer discipline of regular academic unit members and will not attend meetings with members where potential discipline is discussed unless approved by the member.
- 37.3.4 **Duties and Responsibilities of a chair** The duties and responsibilities of a chair may include the following:
- a) Provide leadership and initiative in the development of the academic unit's curricula, academic planning, programmes, including liaising with the broader academic community within her discipline where appropriate;
  - b) Take an active role in the career development of members of the academic unit. The chair will provide guidance to members regarding the tenure and promotion process;



- c) In keeping with the local norms of the *academic unit*, convene such regular meetings of the faculty within the *academic unit* as are required to facilitate collegiality and collegial decision-making. This includes, but is not necessarily restricted to, circulating agendas prior to meetings; arranging for notes (or formal minutes) of meetings to be taken and circulated in timely fashion; and allowing for the presentation of formal motions, discussions and votes as required;
- d) Annually, arrange a meeting of the *regular faculty members* of the *academic unit* to discuss academic priorities, direction and operational requirements;
- e) Annually present the non-salary components of the *academic unit* budget to *regular faculty members* of the *academic unit*;
- f) Oversee the work of such committees as may be established by the *academic unit* from time to time;
- g) Represent the *academic unit's* interests in administrative and academic matters. In cases where the *regular academic unit members* are divided on a particular matter, the *chair* will, after appropriate discussion and attempts to reach consensus, represent the views within the *academic unit*, and where a vote has been taken the view of the majority;
- h) Administer academic unit budgets and staffing plans;
- i) Ensure that *academic unit* committees are constituted and operate transparently in consultation with *regular academic unit members*;
- j) Ensure that meetings of the *academic unit* council take place and are conducted in accordance with Senate Policy and the bylaws of the *academic unit* council;
- k) Ensure that all *academic unit* policies are developed and approved by the *regular academic unit members* of the *academic unit* or *academic unit* council in accordance with Senate Policy and the bylaws of the *academic unit* Council, as appropriate.
- l) Ensure that meetings of the Advisory Council, where one exists, take place and are conducted in accordance with Senate Policy;
- m) Take a leadership role in coordinating the efforts of other faculty appointed to positions of academic administration within the *academic unit*;
- n) Oversee the administrative and clerical functions and staff within the *academic unit*;
- o) Within the appropriate reporting structures, manage performance evaluations of administration and clerical staff within the *academic unit*;
- p) Attend faculty executive and faculty council meetings and report to the *academic unit* significant discussions and actions relevant to the *academic unit*;
- q) Ensure that effective communication is maintained with students in the *academic unit's* courses and programmes; involve them, where appropriate, in *academic unit* activities and discussions; and address student complaints and concerns in accordance with University policy;
- r) Ensure that *academic unit* proposals are discussed, voted upon, and moved toward the appropriate University bodies, ensuring that Senate and other applicable University regulations/policies are observed;
- s) Develop a transparent process for recommending course and teaching assignments (including limited contract assignments) to the Dean, such process to include consultation with individual members of the *academic unit* regarding their respective course and teaching assignments;
- t) Post all approved teaching assignments to faculty members within the *academic unit*;
- u) Perform such other duties as are specified in this Agreement;
- v) Such other specific expectations as required, provided that they are not inconsistent with this agreement.

### **Section 37.34 – Stipend**

- 37.34.1 The Employer ~~may~~ shall grant the chair an administrative stipend, in accordance with 41.6.2. The stipend shall not be less than five thousand dollars (\$5,000) for each year that the member serves in this capacity. The member can elect to receive a research grant of equivalent value in lieu of part or their entire stipend.
- 37.34.2 The chair may opt to forgo the aforementioned stipend in the last year of an appointment as chair and elect to be granted, instead of the stipend, one year's credited service for academic leave purposes in addition to the normally credited service. The choice must be made prior to the beginning of the last year of a term of appointment as chair.

## **ARTICLE 38 – Démission et droits des membres retraités**

### **Section 38.1 – Professeur émérite**

- 38.1.3 Les professeurs émérites jouissent des privilèges ci-dessous :
- (a) accès à toutes les bibliothèques et leurs services à l'Université d'Ottawa ;
  - (b) invitation aux cérémonies et réceptions officielles de l'Université, y compris celles réservées au personnel enseignant ;
  - (c) inscription continue sur la liste officielle des professeurs à l'Université d'Ottawa avec le nouveau titre ;
  - (d) maintien ~~de de l'appartenance à la Faculté des études supérieures et postdoctorales ses~~ privilèges droits de supervision, pourvu que les dispositions énoncées à l'article 32 de la présente convention soient respectées ;
  - (e) accès aux services de soutien pour la recherche, selon la disponibilité de ceux-ci.

## **ARTICLE 40 – Benefits**

### **Section 40.1 – General**

- 40.1.1.3 The terms and conditions of the employee benefits listed in 40.1.1.1 shall remain the same as they were at the expiry of the preceding ~~(1998-2001)~~ collective agreement between the parties, except ~~as when~~ those terms and conditions are subsequently changed in accordance with the provisions of 40.1.2.
- 40.1.1.4 Unless otherwise stated, ~~Ww~~ where a member's benefits or contributions are related to the member's salary, the relevant amount shall be calculated in terms of the member's nominal salary, without including any administrative stipends or supplements.

### **Section 40.3 – Severance pay and Transition to Retirement**

- 40.3.2.5 Notwithstanding 30.2.1(e), the application shall normally be delivered to the member's ~~eD~~ Dean no later than six (6) months prior to the start of the transition period. The member's request shall be approved automatically by the ~~eE~~ 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.)~~

#### **Section 40.5 – Relocation expenses**

- 40.5.2.2 The employer shall reimburse the member's relocation expenses ~~as follows to a minimum of:~~ 100% of the first \$1-5,000, ~~and 75% of any further amount above the initial up to the next \$1-5,000, and up to a maximum total payment of 50% on the following \$5-10,000~~ in terms of Canadian dollars. The parties (Association and Employer) may agree to exceptions to this limit. The Administrative Committee or its delegate may authorize advances for relocation expenses.

#### **Section 40.6 – Tuition fees**

- 40.6.1.1 The following persons are entitled to a benefit under this section for government-funded courses with academic credit or government-funded regular programs of study, or the equivalent in non-publicly funded recognized universities.
- (a) a member's spouse;
  - (b) a member's child or dependent, provided that the child or dependent has not yet attained the age of ~~26 thirtytwo~~ 27 on the date of commencement of the term for which the benefit is to be received, it being understood that the Administrative Committee or its delegate may allow exceptions to this age limit;
  - (c) spouses, children, and dependents of members on leave or receiving LTD benefits are eligible, as well as those of retirees as per current 40.6.1.2.
- 40.6.2.1 ~~Effective 18 June 2009, 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.

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.

- 40.6.2.7 A member's spouse, child, or dependent who wishes to apply for an exemption from tuition fees shall complete the appropriate application forms, which are available at the Human Resources Service ~~and at the Financial Aid Service~~. The completed forms must be delivered to the Human Resources Service ~~no later than 1 week before the fee payment deadline by the end of the first month of each session, that is by September 30 for the fall session, January 31 for the winter session, May 31 for the spring session and July 31 for the summer session.~~

#### ~~40.6.3 — Tuition support benefit~~

~~Effective 18 June 2009, 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.~~

#### **40.6.43 Provisions for members of the bargaining unit**

*Fix numbering of sub-sections.*

#### **40.6.54 Second-language courses**

*Fix numbering of sub-sections.*

## **Section 40.8 – Parking and transportation**

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.~~

~~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.~~

40.8.1.89 Subject to 40.8.1.910, 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.

40.8.1.109 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.

~~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 40.9 – 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:  
Effective 1 January 2011: \$1,625.

PER shall not be prorated.

**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 ~~2009-2017~~ calendar year: ~~\$1,1601,350.~~

~~Effective 2010 calendar year: \$1,200.~~

~~Effective 2011 calendar year: \$1,250.~~

**ARTICLE 41 – Compensation**

**Section 41.4 – Anomalies**

\*41.4.1 The anomalies correction process and committee existing under the 1993-96 collective agreement shall remain in force for the purpose of reviewing the application of the minimum salary policy under appendix F.2 and, where mandated by this collective agreement or otherwise by the parties, for the purposes of:

(a) correcting anomalies in individual salaries, taking into consideration salaries paid to individuals of comparable qualifications, experience and accomplishments, at this and other Canadian universities; and

(b) providing for market differentials as determined pursuant to 41.4.3, or group anomalies, where appropriate.;

~~it being understood that the funds established for the application of (a) and (b) are set out in 41.4.9.~~

**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.~~

~~41.4.9.2 — Effective 1 May 2006, an anomaly fund of \$200,000 is established for the faculties of Social Sciences and Arts, under 41.4.1(a) or 41.4.1(b), with the application to be determined by the Anomalies Committee rather than by individual requests. The purpose of the fund is to address inequities in starting salaries relative to other faculties and the impact these have had on current members.~~

~~41.4.9.3 — Each APUO representative on the Anomalies Committee shall be granted a teaching load reduction equivalent to 1 regular one-term course per year, for the above purposes, without affecting the number of reductions APUO is entitled to under 6.3.4.~~

APPENDIX F – Letters of understanding

**F.2 – Regarding minimum salary policy**

The parties agree that the following guidelines shall be applied by the Anomalies Committee in its review of members' Salary Shift Units and Normal Minimum Salary (as defined herein) to ensure that every regular and replacement member's salary is at least equal to the normal minimum salary, except for the impact of the giving of basic progress or the withholding of PTR, or due to special circumstances recognized by the parties.

These guidelines shall be forwarded to deans as guidance for the determination of initial salaries.

It is understood that these guidelines apply only to regular and replacement faculty members of the APUO bargaining unit and that analogous guidelines will be developed by the parties for the purpose of determining the normal minimum salary of a librarian, language teacher, or counsellor member.

**Section 2 – Salary structure**

2.4 Effective from 1 May 2004, each regular member's NMS shall be verified annually as at 1 May, and where a PTR under 41.3.2.3 is applied pursuant to either 41.3.2.1(a) or as the greater value under 41.3.2.1(b), the NMS shall be based on the PTR value under 41.3.2.3 for that year. The Employer shall forward to the Association a list of regular members'~~list~~ with the determination of the NMS.

APPENDIX I – ~~Tuition support benefit (old text)~~ This page left blank intentionally

Remove the entire content of Appendix I

**AGREED-TO LETTERS OF UNDERSTANDING**

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**LETTER OF UNDERSTANDING**

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

**EMPLOYMENT STANDARDS ACT**

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Parties agree that any faculty member whose employment ceases as a result of a denial of a contract renewal, a denial of tenure or a denial of a continuing appointment, shall be entitled to severance pay provided for under the Employment Standards Act, as amended from time to time.

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**LETTER OF UNDERSTANDING WITH RESPECT TO**

**SECTION 8.2**  
**Re: Sexual Violence**

Between

The University of Ottawa

(Employer)

AND

The Association of Professors of the University of Ottawa

(Association)

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WHEREAS the parties agree that section 8.2 - Harassment, Sexual Harassment and/or Discrimination - needs to be brought in line to reflect the new obligations under Bill 132, *An Act to amend various statutes with respect to sexual violence, sexual harassment, domestic violence and related matters*, which received Royal Assent on March 8, 2016.

THE PARTIES AGREE THAT:

1. Sexual Violence, as defined in Bill 132, means any sexual act or act targeting a person's sexuality, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.
2. Once the Employer has approved a Sexual Violence Policy and associated procedures, the parties will renegotiate section 8.2 of the Collective Agreement in order to address and amend the article as necessary.
3. The parties agree that the negotiation related to paragraph 2, shall be completed no later than six (6) months after the approval date.
4. In the meantime and until the parties have ratified the changes to section 8.2 of the Collective Agreement as per paragraph 3 above, the existing section 8.2 - Harassment, Sexual Harassment and/or Discrimination - language will be applied to APUO members if a Sexual Violence incident is alleged.
5. This Letter of Understanding does not expire unless negotiated by the parties.



**Information**

**LETTER OF UNDERSTANDING**

BETWEEN  
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

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The Employer undertakes to provide to the Executive of the Association the public agenda and accompanying materials of the Senate and the Board of Governors regular scheduled meetings. The Association agrees not to distribute the materials unless the University has already published them on their website.

In order to provide these documents, the Employer shall create a DocuShare account for the Association within one (1) month of the signing of this Letter of Understanding.

Even if the Employer changes the method of delivery to the committee members, the Association shall continue to receive the said documents.

## LETTER OF UNDERSTANDING

BETWEEN  
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

### eCampus Ontario Courses

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Both parties are committed to the development of online and/or hybrid credit courses for use by the University in conjunction with the eCampus Ontario online learning portal (referred to in this LOU as “eCampus course”) launched by the Council of Ontario Universities and funded by MTCU as a means of enhancing the ability of departments and faculties to offer courses through an alternative mode of delivery.

THEREFORE, the Parties agree to the following:

1. **Assignment:** The assignment of eCampus courses in a teaching load shall follow the regulations provided in the collective agreement (CA) and in the procedures in place in faculties and departments. Notwithstanding the above statement, the Member who develops or redevelops an eCampus course has the right to teach this course for at least three (3) years following development. A member may elect to teach an eCampus course as overload teaching as per article 41.6.1 of the CA with the approval of the Dean.

Notwithstanding the above, an eCampus course may be included in another Member’s workload only with this Member’s prior consent and, when applicable, only after any special arrangements that may be required have been agreed upon.

2. **Development:** The opportunity to develop eCampus courses, or part thereof, will be offered firstly to members. No member shall be compelled to prepare, re-prepare, or deliver an eCampus course.
3. **Implementation:** Where a member develops or teaches an eCampus course, she shall receive professional development and technical support assistance so that she is specifically and comprehensively prepared to teach in this environment.
4. **Academic Freedom:** Members assigned an eCampus online course shall have academic freedom over the course content.
5. **Oversight:** Oversight or review of online courses shall be according to procedures and regulations established by the department/unit/school, the Faculty and by the Senate.
6. **Compensation for development of an eCampus course:** Members who develop or redevelop an eCampus course, or part thereof (module), will be compensated in a manner satisfactory to the Association and the Employer. The compensation details, which must be acceptable to the Member, will be included in the agreement as per article 35.2.1.3 of the CA.

**LETTER OF UNDERSTANDING**

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

**Interpretation of article 7.1(c)**

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The parties recognize that Members of the Association have the primary responsibility for the development of academic programmes, the development of pedagogies and teaching at the University.

Both parties confirm that article 7.1(c), as written in the 2012-2016 APUO Collective Agreement, assures that for the allocation of University of Ottawa courses, the teaching preferences of Members are considered and the teaching assignments of Members are formalised prior to any courses being assigned to non-members.

**LETTER OF UNDERSTANDING**

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

**Continuing Special Appointment Professors (CSAP)**

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The parties agree to extend the conditions related to the special appointments presently known as Continuing Limited-Term Professor (CLTP) appointments, introduced by way of the August 4, 2013 Letter of Understanding, in the following manner:

1. A CLTP appointment will now be referred to as a Continuing Special Appointment Professor (CSAP). These appointments will be referred to as Professeur à engagement spécial continu (PESC) in French.
2. This agreement applies exclusively to the list of the existing twenty-nine (29) CLTP positions as of August 4<sup>th</sup>, 2013. The list of positions is attached under Appendix A.
3. Following ratification, all twenty-nine (29) individuals holding a CSAP appointment shall be granted a new five (5) year renewable contract at the end of their current contract. The renewal criteria and procedures shall follow article 17.3 of the Collective Agreement, excluding articles 17.3.1 and 17.3.2.2.
4. The parties agree to waive the provisions of subsection 25.3.1(a) of the Collective Agreement for the twenty-nine (29) individuals holding a CSAP appointment.
5. All individuals holding a CSAP will be considered regular tenured professors for the following purposes:
  - a. selection of chairs (article 37); and,
  - b. election of FTPC (article 14.1.3) and DTPC (article 15.1.3) members.
6. The Parties agree that all other conditions of the August 4, 2013 Letter of Understanding regarding CLTP appointments remain active.
7. The Parties agree that this solution is without prejudice and unique to the CSAP incumbents and creates no precedent.

**LETTER OF UNDERSTANDING WITH RESPECT TO  
A VOLUNTARY RETIREMENT INCENTIVE PROGRAM**

Between

The University of Ottawa

(Employer)

AND

The Association of Professors of the University of Ottawa

(Association)

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WHEREAS the parties agree that this voluntary retirement incentive program is in the best interests of the employees in the bargaining unit represented by the Association and is intended to provide a voluntary retirement incentive that is in accordance with employment standards and human rights legislation;

THE PARTIES AGREE TO THE FOLLOWING TERMS:

1. Regular Faculty Members of the bargaining unit, as described in Article 1 of the collective agreement between the parties (a "member"), tenured language teacher and Librarians with continuing appointments who, as of 1 July, 2017, have 30 years or more of actual Credited Service as defined in the University of Ottawa Pension Plan, may apply to retire from employment in exchange for a voluntary retirement incentive payment. A member who is already in receipt of a retirement pension payable under the University of Ottawa Pension Plan, or a member who has received any amount payable under articles 40.3 of the collective agreement between the parties, is not eligible to apply for a voluntary retirement incentive payment. A member in receipt of LTD benefits may elect to retire but will no longer be eligible for LTD.
2. The amount of the voluntary retirement incentive payment shall be equal to the member's nominal annual salary at the date of retirement and shall be paid in a single lump sum payment as a retiring allowance subject to applicable statutory deductions. At the request of the member, the incentive payment can be made in two (2) installments over two (2) calendar years for tax purposes.
3. An application to voluntarily retire shall arise only pursuant to an application by a member and shall not be imposed by the employer and must be made by no later than June 30, 2017.
4. The eligible member shall be entitled to the voluntary retirement incentive payment only after an irrevocable retirement agreement in the form determined by the employer has been signed by the member. The irrevocable retirement agreement shall document the amount and timing of the voluntary retirement incentive payment.
5. A member who becomes entitled to a voluntary retirement incentive payment shall not be entitled to any amounts under article 40.3 of the collective agreement between the parties.
6. The date of a member's retirement shall be determined by the employee which shall not be prior to the completion of her scheduled teaching duties in a given term nor after the expiry date of this LOU.
7. This LOU expires at the end of the 2016-2018 Collective Agreement.

## LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

### **Faculty Complement**

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1. The parties agree that for the duration of the 2016-2018 collective agreement the complement of faculty appointments shall not be fewer than 1311.
2. For greater clarity it is understood that the number of 1311 faculty appointments consists of the following categories of positions at the University:
  - a. Tenured and tenure-track professor appointments;
  - b. Continuing librarian appointments;
  - c. The current twenty-nine CSAP appointments;
  - d. Tenure-track and tenured language teachers and counsellors;
  - e. Positions in categories a), b) and d) under active recruitment.