

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Re: Academic Administrative Positions

The parties agree to create a joint working group (“*Group*”) to perform an analysis of existing academic administrative positions held by APUO members. The *Group* will be comprised of three (3) management representatives, appointed by the employer, and three (3) APUO representatives, appointed by the APUO Executive Committee. At least one (1) of the Employer and APUO appointees shall be a member of an equity groups as per article 17.1.6 of the APUO Collective Agreement. The chair of the committee, with the right to vote but without an additional casting vote, shall be elected by and from the members of the committee.

Both parties will appoint their members to the *Group* within one (1) month of ratification of the Collective Agreement.

The Employer undertakes to provide to the committee all information, depersonalized, requested by the committee, including but not limited to, the following:

- a list of all academic administrative positions used in all faculties, including the library;
- detailed job descriptions for all academic administrative positions;
- a depersonalized but detailed list of financial stipends per academic administrations positions;
- a depersonalized but detailed list of course releases per academic administrations positions;

The *Group* will perform an “Internal Equity” analysis of all academic administrative positions and create an Academic Administrative Positions grid consisting of categories, a list of tasks associated to the positions, financial stipends and course releases. This final Academic Administrative Positions grid shall be similar in structure to Appendix P of the York University Faculty Agreement (YUFA) Collective Agreement (May 2015 – April 2018).

Within six (6) months of the creation of the *Group*, they shall present the final Academic Administrative Position grid to both parties. The Academic Administrative Position grid shall be integrated in the APUO Collective Agreement as Appendix K and shall be in use as per May 1, 2019.

For the Employer

Date

For the Association

Date

Academic postings

- 17.1.2 Identifying a position The parties agree that the collegial process begins with the hiring of academics into faculties and academic units. The parties further agree that academic hiring must address the teaching, researching and service activities, and the minimum representation levels for equity groups as per section 17.1.6, of academic units. As such, the parties agree that defining academic positions to be recruited must be approached together.
- 17.1.2.1 Defining academic needs Each year, the TPC of an academic unit shall engage in a review of the teaching and researching needs, by April 1st of each academic year. The results of this review shall be a recommendation to the department regarding the teaching and researching needs of the department for the following three (3) years. This recommendation will identify the academic hiring needs including the qualifications and expertise required of candidates for any identified positions.
- 17.1.2.2 Defining equity needs Each year, the TPC of an academic unit shall engage in a review of the representation levels of equity groups as per 17.1.6, of the academic unit by April 1st of each academic year. The results of this review shall be a recommendation to the department regarding hiring of equity groups members at the academic unit for the following three (3) years.
- 17.1.2.3 Academic unit approval The results of the process defined in sections 17.1.2.1 and 17.1.2.2 shall be communicated to the academic unit. The academic unit Assembly shall then engage in a discussion of the results of the aforementioned reviews, leading to a duly proposed and approved proposal for the academic hiring needs of the department for the following three (3) years. The approved proposal shall then be communicated to the FTPC and the Dean of the faculty, by May 1st of the academic year.
- 17.1.2.4 Subsequent to receiving all approved proposals of the departments of the faculty, the FTPC shall undertake a prioritization of the hiring needs for the faculty, taking into consideration issues such as student to professor ratios, expected growth/decline in enrollments, potential retirements etc. The results of this prioritization, with justification for their ranking, shall then be communicated to the faculty, each academic unit TPC and the Dean by July 1st of the academic year.
- 17.1.2.5 The Dean shall communicate to the faculty her hiring priorities for the following three years, providing detailed explanations where the choices made differ from those proposed by the FTPC, by August 15th of the academic year.

[Existing subsequent sections to be renumbered appropriately]

ARTICLE 37 Selection of a chair

*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 or 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.

*37.1.3 **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. Before taking office, every newly elected chair shall participate in a workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training sessions, chairs shall participate in the workshop every second year.

~~37.1.4 Chair Appointment process~~

~~37.1.4.1 The chair of a department shall be appointed by the Board of Governors in accordance with the procedures set forth in this article. Except in a department 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 37.1.2, should the chair of an academic unit become unable to perform her duties, the Dean, in consultation with the regular academic unit Members, 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 Dean shall initiate procedures for the appointment of a new chair under 37.2.~~

Section 37.2 Selection and appointment***37.2.1 General**

- a) Following the principle of collegial governance central to the university environment, and taking into account the significant diversity of practices and norms across different academic units, Chairs shall be appointed in accordance with the procedures set forth in this article.
- b) Pursuant to article 3.1.3.1, 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 tenured, *regular academic unit Member* during her mandate.

- c) The procedures set forth in this article shall be completed no less than three (3) months before the end of the previous chair's term so that the new chair has the opportunity to transition into the role effectively.
- d) Notwithstanding 37.2.1(c), should a chair become unable to perform her duties due to an emergency or unforeseen events and must temporarily withdraw as chair, or permanently resign, an emergency interim chair may be appointed by the Dean for no more than three (3) months, provided the proposed interim chair is ratified by a majority vote of the *regular academic unit Members*. During this three (3) month period, it is expected that the academic unit in question would undertake its normal appointment procedure to elect a new chair (either for a shorter mandate than normal, if the regular chair will be able to take up her duties again within a reasonable amount of time, or for a normal mandate if the regular chair has resigned permanently).

~~*37.2.21~~ **Selection and Appointment** Each academic unit will vote to create an elections committee consisting of no more than five (5) *regular academic unit Members*, a majority of *Members being tenured*, to oversee the elections process. The committee shall include representatives of at least two of the equity groups listed in 17.1.6.1.

This committee will propose an appropriate election process to the general assembly of the academic unit in question. At minimum, however, it will include a nomination process that is open to all *regular academic unit Members* within that unit; a confidential vote of all *regular academic unit Members* to determine the short list of candidates for chair; open presentations by short listed members; and a final confidential vote of all *regular academic unit Members* to determine the chair.

The elections committee will then transmit a report with a description of the process, the results of the two votes, and the name of the winning candidate, to the Dean. The selected candidate shall then be considered appointed and the Dean and candidate will determine the appropriate and workload reduction as per 37.3. ~~There shall be a selection committee. The committee shall be chaired by the Dean 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 concerned—elected by secret ballot by the regular academic unit Members concerned;~~
- (c) ~~one (1) or two (2) persons from outside the 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 Dean shall so inform the selection committee and ensure that it chooses at least one (1) woman under (c).~~

~~*37.2.53.2~~ **Length of mandates for chair** Upon receipt of the documentation mentioned in 37.2.5.1, the President shall transmit it to the Board of Governors along with her personal recommendation.

- (a) ~~In the Faculties of Health Sciences and Medicine, provided the selection committee approves, the Board of Governors may appoint a chair for a term of up to five (5) years.~~

~~(b) In all other faculties, the The Board of Governors shall initially appointment appoint of a chair shall be for a term of not more than five-three (53) years. In the case of a chair initially appointed for three (3) years, tThe Member will have the possibility of extending her mandate for a further two (2) years, in which case the confirmation process will be a consultation by the Dean of the regular academic unit Members of the unit as to their agreement with the continued mandate of the chair for a further two (2) 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. The Member will have the possibility of extending her mandate for a further two (2) years, in which case the confirmation process will be a consultation by the Dean of the regular academic unit Members as to their agreement with the continued mandate of the chair for a further two (2) years, with at least two thirds of the responses to the Dean's consultation supporting the continued mandate. Any further renewals will be for a maximum of three (3) years each.~~

A chair shall not serve for more than seven (7) consecutive years.

*37.2.4 A Member who agrees to serve as a chair shall sign a contract, confirming the appointment as chair, the appointment term and the agreed-to compensation. A copy of which the contract shall be provided to the Association within ten (10) working of the signing.

*37.43-1 Chair compensation

37.3.1 The employer shall grant the chair an administrative stipend, in accordance with 41.6.2. The stipend shall not be less than ten percent (10%) of the minimum salary of a full professor 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 their stipend.

*37.43.2 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.

*37.3.3 Teaching Workload Reduction The parties recognize that the role of chair requires the member to devote a substantial portion of their time to the work of the academic unit. As such, the Employer shall grant the chair a reduction in their workload duties of no less than fifty percent (50%).

*37.3.4 Academic Leave Members who serve as chairs continue to accumulate credited periods service as per section 26.3.3. In addition, they accumulate extra credited service for every term where they served as chair. These extra credited years are not subject to the accumulated credited years limit of eight (8) years expressed in section 26.3.1.

37.4 Recall

37.4.1 If at any time, at least twenty (20) percent (or two (2) members for small academic units) of the regular academic unit Members lose confidence in the ability of the chair to perform her duties by indicating this in a written communication to the Dean of the faculty, the Dean shall conduct a vote of confidence in the chair, within thirty (30) days of receipt the written communication. The confidence vote question shall be administered as a written ballot, to be distributed in numbered but otherwise unmarked envelopes to be randomly distributed to regular academic unit Members, and pre-addressed to the Office of the Dean. The question members are to be asked is: "Do you have confidence in the ability of the chair to execute the duties and responsibilities of her position at this time?" Regular academic unit Members shall be given the opportunity to provide either a vote of

'yes' for their confidence in the chair to perform her duties and responsibilities or 'no' for their non-confidence in the chair. Members shall be provided five (5) working days to provide their vote to the Office of the Dean.

37.4.2 Ballots shall be opened in the Office of the Dean in the presence of no fewer than five (5) tenured regular academic unit Members, within five (5) working days of the close of voting. The ballots shall be tallied, document and certified by the regular academic unit Members who were present. Results of the vote shall then be communicated to the chair and the regular academic unit Members.

37.4.3 Should greater than two thirds (2/3) of the votes cast indicate that they do not have confidence in the chair, the chair shall be dismissed from her position as chair, within thirty (30) days of the notification of the vote.

37.4.4 In this case, the academic unit shall commence the appointment process of a new chair as per section 37.2. A new chair shall be appointed within three (3) months of the termination of the mandate of the former chair.

Without prejudice

ARTICLE 14 Faculty Teaching Personnel Committee

14.2.3 Confidentiality It shall not be considered a breach of confidentiality for a FTPC member to disclose to the Dean, to the associate Vice-President Academic Affairs, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Association Liaison Officer will contact the associate Vice-President Academic Affairs to discuss the situation prior to taking any action.

ARTICLE 15 Departmental Teaching Personnel Committee

15.3 Confidentiality It shall not be considered a breach of confidentiality for a DTPC member to disclose to the associate Vice-President Academic Affairs, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Association Liaison Officer will contact the associate Vice-President Academic Affairs to discuss the situation prior to taking any action.

Section 16.1 Librarians' Personnel Committee

16.1.3.4 Confidentiality It shall not be considered a breach of confidentiality for a LPC member to disclose to the associate Vice-President Academic Affairs, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Association Liaison Officer will contact the associate Vice-President Academic Affairs to discuss the situation prior to taking any action.

Section 16.2 Teaching Personnel Committee of the Institute

16.1.3.4 Confidentiality It shall not be considered a breach of confidentiality for a TPCI member to disclose to the associate Vice-President Academic Affairs, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Association Liaison Officer will contact the associate Vice-President Academic Affairs to discuss the situation prior to taking any action.

17.1.3 Selection procedures

17.1.3.10 Confidentiality It shall not be considered a breach of confidentiality for a Member to disclose to the Dean, to the associate Vice-President Academic Affairs, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Association Liaison Officer will contact the associate Vice-President Academic Affairs to discuss the situation prior to taking any action.

17.7.1 Filling a vacant position

17.7.1.10 Confidentiality It shall not be considered a breach of confidentiality for a Member to disclose to the associate Vice-President Academic Affairs, or to the Association, any facts or information pertaining to procedural defects (including bias) under this Article. Where the Association becomes aware of a concern, the Association Liaison Officer will contact the associate Vice-President Academic Affairs to discuss the situation prior to taking any action.

Deans

5.4.3 Selection and reappointment of administrators

The ~~employer~~~~Board~~ agrees to provide to the Association, before the selection and reappointment of any senior academic administrator, such as but not limited to Deans, Associate Vice-Presidents, Vice-Presidents and the President, a description of the consultative process that will be followed. ~~The role of members in the selection of deans shall not be altered without the consent of the Association.~~The parties to the collective agreement are committed to the principle of equity in matters of employment and, to that effect, agree to increase the proportion of women, Aboriginal peoples, persons with disabilities and members of visible minorities in senior academic administrator positions in those parts of the University community where they are under-represented.

***5.4.4 Selection of a Dean - General**

5.4.4.1 Definitions For the purpose of this section, the following definition shall be used.

Regular faculty Members: tenured and tenure-track professors, Continuing Special Appointment Professors, and tenured language teachers of the faculty.

5.4.4.2 The Dean is the senior academic leader of a faculty. They are a representative of the employer, and shall, as per article 3.1.3.1, be excluded from the bargaining unit during their term as Dean.

5.4.4.3 The Dean of a faculty shall be appointed in accordance with the procedures set forth in this article.

5.4.4.4 The procedures set forth in this article shall be applied at the end of a Dean's term or if the post of Dean becomes vacant.

5.4.4.5 Notwithstanding article 5.4.4.3, should the Dean of a faculty become unable to perform her duties, the Vice-President Academic and Provost, in consultation with the body of the regular faculty Members, may appoint an interim Dean. The term of an interim Dean shall not normally extend beyond twelve (12) months. Should the term of an interim Dean extend beyond twelve (12) months, the Vice-President Academic and Provost shall initiate procedures for the appointment of a new Dean under article 5.4.4.7 without unreasonable delay.

5.4.4.6 As a senior leader, the Dean will have demonstrated excellence and experience with teaching, research and administration functions in an academic setting. The Dean shall also have demonstrated a commitment to equity, diversity and inclusion. The Dean shall also have a demonstrated history of working collaboratively in an environment of collegial decision making. These characteristics shall be considered to be key qualities that a candidate must demonstrate in order to be shortlisted and appointed.

5.4.4.7 Selection and Appointment of a Dean There shall be a selection committee. The committee shall be chaired by the President, unless she chooses to designate either the Vice-President Academic and Provost or the Vice-President of Research to serve in this

capacity. The individual serving as chair of this committee shall not vote even in the case of a tie. Additionally, the committee shall include the following members:

- a) The Vice-President Academic and Provost (unless she is already serving as the chair of this committee);
- b) The Vice-President Research (unless she is already serving as chair of this committee);
- c) Three (3) regular tenured members from different academic unit of the faculty concerned -- elected by secret ballot by the *regular faculty Members*;
- d) At least two (2) full-time students, one each from the undergraduate and graduate levels, as selected by their respective student organizations;
- e) If necessary, two (2) additional tenured *regular faculty Member*, to ensure representatives of at least two (2) of the equity groups as per 17.1.6.1. The existing members of the committee, including those from sections (a) to (d) shall determine if such additional representation is required and shall invite applications from tenured *regular faculty Members* who represent such diversity.

The vote outlined in article 5.4.4.7(c) shall proceed according to the following process. The President or her delegate will invite all *regular faculty Members* to nominate themselves as a candidate for the committee. A randomized list of all candidates will be created and preferential ballots shall be distributed to all *regular faculty Members*. Members will be asked to rank up to three (3) individuals in order of their preference for inclusion on this committee. First-place votes shall receive three (3) points, second-place votes shall receive two (2) points and third-place votes shall receive one (1) point. Once the votes have been tallied the three individuals receiving the most total points shall be offered the opportunity to serve on the committee. Should one or more choose to decline the opportunity the next highest ranked individual shall be offered the opportunity to serve on the committee, and so forth. Preferential ballots shall be numbered but otherwise unmarked and delivered in a random order (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the President. Ballots will be opened in the presence of either the Vice-President Academic and Provost or the Vice-President Research, tallied and certified by both officials. The voting process shall take no more than thirty (30) working days.

5.4.4.8 **Notification of search for Dean** The selection committee shall meet to discuss and develop a hiring notification. The notification shall include explicit reference to the key characteristics as outlined in article 5.4.4.6. All documentation required to be submitted by candidates shall be clearly identified in the job posting (copies of degrees, recommendation letters etc.). The committee shall work collaboratively to develop this posting and shall agree by majority vote to the content of the posting. The notification shall then be circulated widely through academic channels, including in the job postings section of the Academic Matters publication of the Canadian Association of University Teachers (CAUT), as well as any other disciplinary-based publications where qualified candidates are likely to view the job posting.

5.4.4.9 **Faculty consultation** The President, or her delegate, shall invite all *regular faculty Members* to submit to her, in confidence and in writing (without the requirement to use electronic mail), the names of possible candidates and reasons supporting their candidature, it being understood that regular members may self-nominate. At the same time the President will

- inform members as to whether or not the incumbent is willing to stand as a candidate. Should the incumbent be willing to stand for reappointment to the position of Dean, the President shall also include an individual ballot to each members of the unit which shall explicitly ask if the member supports the inclusion of the current Dean as a candidate for the position going forward.
- 5.4.4.10 Without disclosing the origins of the nomination, either through external or internal routes, or the names of the nominating individuals, all candidates for the position of Dean shall be included in a long-list of candidates and distributed to members of the committee by the President or her designate. If the committee decides by majority vote that the potential candidate list is insufficiently diverse, the selection committee may request individuals from within or outside of the university to stand as candidates for the position from specific groups to bolster the diversity of the list (e.g. the four equity groups as per 17.1.6.1). All names received by the President, as well as any additional candidates suggested by the committee and accepted by the invited candidate, shall be included in the long-list of candidates, which shall then be communicated to all regular faculty members for a preferential vote.
- 5.4.4.11 The names on the preferential ballot shall be randomly presented on the voting ballot. The ballots shall also indicate the weighting of their votes, which shall be: three (3) points for every first place vote, two (2) points for every second place vote and one (1) point for every third place vote received. Preferential ballots will be numbered but otherwise unmarked and delivered in a random order (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the Vice-President Academic and Provost. Regular faculty members shall be requested to rank a maximum of three (3) individuals from the list that the member judges worthy of progressing to the next stage of the hiring process. Five (5) working days will be provided for members to submit their vote to the Office of the Vice-President Academic and Provost.
- 5.4.4.12 The sealed preferential ballots shall be opened at the office of the Vice-President and Provost in the presence of the majority of the committee, plus one (1), within five (5) working days of the close of voting. The ballots shall then be tallied (with points accumulated for each vote received as per the preferential values identified in article 5.4.4.11), documented and certified by the members of the committee in writing. The three (3) individuals receiving the most total points shall become the short list of candidates for the position.
- 5.4.4.13 The name of the incumbent shall be added to the identified short-list as determined through the process established in article 5.4.4.11 only if at least fifty percent (50%) of the answers to the President's request under article 5.4.4.9 list the incumbent as acceptable.
- 5.4.4.14 *Regular faculty Members* shall be informed of the short list, with candidates listed alphabetically. Candidates from the short-list will then be invited to make a presentation to the university community regarding their application, to meet with university community members (including student groups) and to respond to questions that members may have regarding their candidacy.

5.4.4.15 Regular faculty Members shall be provided with a numbered but otherwise unmarked preferential ballot to be distributed randomly (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the office of the Vice-President Academic and Provost. Members will be provided with a ballot on which they will be asked to rank all candidates that they feel are qualified to perform the duties of Dean. The ballots shall indicate the weighting of their votes, which shall be: three (3) points for every first place vote, two (2) points for every second place vote and one (1) point for every third place vote. Members shall be provided with five (5) working days to submit their vote to the office of the Vice-President Academic and Provost.

The selection committee shall also invite regular faculty Members to give more detailed feedback by including a separate, confidential form for written comments in which members can submit written feedback should they so choose.

5.4.4.16 The President, or her designate, shall open the preferential ballots and anonymous written comment forms in the presence of the majority of the committee plus one (1), in the Office of the Vice-President Academic and Provost. The ballots shall then be tallied (using the weighting specified in article 5.4.4.15) documented and certified by the members of the committee in writing. Copies shall be made of the written comments so that each committee member can examine the written feedback as well.

5.4.4.17 The individual receiving the most total points as per article 5.4.4.16 shall be appointed.

5.4.4.18 In truly exceptional circumstances, if a majority of the selection committee votes to state that the elected candidate is incapable of performing the functions of the Dean, the selection committee may recommend the candidate with the next highest support of the faculty to the Senate as an alternative appointment. However, their recommendation must prove that the most highly supported candidate is clearly incapable of fulfilling the role.

5.4.4.19 In such exceptional circumstances, where the selection committee disagrees with the selection determined by the preferential voting as specified in article 5.4.4.18, the President shall transmit to the Senate – and to all the regular faculty Members - the following material:

- a) the short list established by the membership vote, as per article 5.4.4.12 and 5.4.4.13;
- b) the results of the written consultation in article 5.4.4.14;
- c) the results of the voting as per article 5.4.4.15 and 5.4.4.16;
- d) the duly proposed and passed motion to disregard the results of the election and convincing reasoning and evidence proving that the elected candidate is incapable of performing the duties of the Dean as per article 5.4.4.18;
- e) the selection committee's alternate recommendation as per article 5.4.4.18 and convincing reasoning and evidence proving that the recommended candidate is a far superior candidate to the candidate that received the highest number of votes.

5.4.4.20 If the Senate appoints a candidate other than the one with the highest total points, it will communicate a detailed explanation of the reasons and evidence justifying its decision to the selection committee and all regular faculty members of the affected faculty. These shall

be received at least five (5) working days before the appointment is to be communicated to the successful candidate.

5.4.4.21 **Length of mandates for Dean** The initial appointment of a Dean shall be for a term of not more than five years.

5.4.4.22 **Recall of a Dean** If at any time, at least twenty (20) percent of the *regular faculty Members* lose confidence in the ability of the Dean to perform her duties by indicating this in a written communication to the President of the university, the President shall conduct a vote of confidence in the Dean, within thirty (30) days of receipt the written communication. The confidence vote question shall be administered as a written ballot, to be distributed in numbered but otherwise unmarked envelopes to be randomly distributed to *regular faculty Members*, and pre-addressed to the Office of the President. The question members are to be asked is: “Do you have confidence in the ability of the Dean to execute the duties and responsibilities of her position at this time?” Members shall be given the opportunity to provide either a vote of ‘yes’ for their confidence in the Dean to perform her duties and responsibilities or ‘no’ for their non-confidence in the Dean. Members shall be provided five (5) working days to provide their vote to the office of the President.

5.4.4.22.1 Ballots shall be opened in the Office of the President in the presence of no fewer than five (5) elected members of the Senate, within five (5) working days of the close of voting. The ballots shall be tallied, document and certified by the members of the Senate. Results of the vote shall then be communicated to the Dean and the members of the faculty.

5.4.4.22.2 Should greater than two thirds (2/3) of the votes cast, as per article 5.4.4.22 and 5.4.4.23, indicate that they do not have confidence in the Dean, the Dean shall be dismissed from her position as Dean, within thirty (30) days of the notification of the vote.

5.4.4.22.3 The President shall commence the appointment process of a new Dean as per article 5.4.4. A new Dean shall be appointed within six (6) months of the termination of the former Dean.

5.4.4.22.4 This articles applies mutatis mutandis to the selection of the University Librarian.

ARTICLE 14 Faculty Teaching Personnel Committee

14.1.2.5 Equity The FTPC must include a representative of at least one of the equity groups listed in 17.1.6.1.

14.1.4 Term of office and vacancies

14.1.4.2 Before taking office, every newly elected FTPC members ~~should~~ shall participate in a workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training sessions, Members shall participate in the workshop every second year.

ARTICLE 15 Departmental Teaching Personnel Committee

15.1.2.5 Equity The DTPC must include a representative of at least one of the equity groups listed in 17.1.6.1.

15.1.4 Term of office and vacancies

15.1.4.2 Before taking office, every newly elected DTPC member ~~should~~ shall participate in a half-day workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training sessions, Members shall participate in the workshop every second year.

Section 16.1 Librarians' Personnel Committee

16.1.1.6 Equity The LPC must include a representative of at least one of the equity groups listed in 17.1.6.1.

16.1.2 Term of office and vacancies

16.1.2.2 Before taking office, every newly elected LPC member ~~should~~ shall participate in a half-day workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training sessions, Members shall participate in the workshop every second year.

Section 16.2 Teaching Personnel Committee of the Institute

16.2.1.7 Equity The TPCI must include a representative of at least one of the equity groups listed in 17.1.6.1.

16.2.2 Term of office and vacancies

16.2.2.2 Before taking office, every newly elected TPCI member ~~should~~ shall participate in a half-day workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training sessions, Members shall participate in the workshop every second year.

The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.

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 section 6.5;
 - (ii) of all cross-appointments pursuant to section 17.4;
 - (iii) of all replacement positions pursuant to 17.2.1.3;
 - (iv) of every new appointment of Visiting and seconded Professors, non-member Librarians, Language Teachers, Counsellors or research fellows;
 - (v) of any change in the status of a person employed at the University of Ottawa, when this change in status may have an effect upon the membership of this person in the bargaining unit;
 - (vi) of Members serving on a DPTC, a FTPC, the LPC and the TPCI, including the start date and length of their mandate;
 - (vii) of Members serving as chair (including associate, assistant and interim) of an academic unit, including the start date and length of their mandate;
 - (viii) of academic staff members serving as Vice-Dean (including associate, assistant and interim) , including the start date and length of their mandate.

(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;
- (iv) of the number of teaching staff pursuant to article 7.3.1(c);
- (v) a list, per term, of all courses taught by non-members (identify redacted) as per article 7.
- (vi) of the exit interview public summary report pursuant to article 38.4;

...

*7.3.1 The Employer's liaison officer advises the Association:

- (a) of the budgets, as of 1 May of the current year, which have been allocated in each faculty for the appointment of teaching staff with professorial ranks and language teachers who are members of the bargaining unit, visiting or seconded professors, part-time professors, sessional lecturers, and students assigned teaching duties;
- (b) of the salaries paid in each faculty during the fiscal year in the categories described above;
- (c) of the number of teaching staff, as of 1 May of the current year, with professorial ranks and language teachers who are members of the of the bargaining unit, visiting or seconded professors, part-time professors, and students with assigned teaching duties.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

The Employer undertakes to provide to the Executive of the Association the agenda and accompanying materials, and the minutes of the following sub-committees of the Senate and the Board of Governors regular scheduled meetings.

- Senate: Executive Committee of the Senate, Committee on Academic Planning, Council on Undergraduate Studies, Committee on Honorary Degrees, Senate Committee on the Evaluation of Undergraduate Programs, Senate Committee on Teaching and Teaching Evaluation, Senate Appeals Committee, Standing Committee on Francophone Affairs and Official Languages,
- Board of Governors: Executive Committee of the Board of Governors, Committee on Governance and Nominating, Joint Committee of the Senate and the Board of Governors, Audit Committee, Finance and treasury Committee, Pension Plan Committee, Pension Fund Investment Committee, Advisory Committee on Campus Development, President’s Council on External Relations, Ombudsperson Advisory Committee.

The Association agrees not to distribute the materials unless the University has already published them on their website.

The Employer undertakes to provide to the Executive of the Association the names and professional addresses of members of the Board of Governors and Senate.

In order to provide these documents, the Employer shall add the appropriate access to the existing Association 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.

For the Employer

Date

For the Association

Date

Without prejudice

Section 5.3 Management rights

*5.3.6 Unless expressly stated otherwise in this agreement, the Employer, Employer representatives or Employer committees shall not delegate their authority without the consent of the Association.

*5.3.7 The Employer shall ensure that all its decisions, and those taken by their delegates, are conducted in accordance with Senate Policies and Senate approved by-laws.

New article**ARTICLE 42 Selection of Vice-Deans****42.1 General**

- 42.1.1 Definitions and equivalency of terms** For the purpose of this article, the following definitions and equivalency of terms shall be used:
- a) The term Vice-Dean shall mean Vice-Dean, Assistant-Dean, Associate-Dean, interim Vice-Dean and any other member with similar responsibilities;
 - b) *Regular faculty Members*: tenured and tenure-track Professors, Continuing Special Appointment Professors, and tenured Language Teachers of the concerned faculty.
- 42.1.2 Membership** As Vice-Deans appointments are central to the operation of faculties and provide key oversight and collegial management functions, they shall be staffed by tenured *regular faculty Members*. Pursuant to section 3.1.3.1, except in a faculty where the majority of the academic staff are excluded under 3.1.3.1(c), the Vice-Dean must be a tenured, *regular faculty Member* during her mandate.
- 42.1.3 Training** The parties recognize that the skills required to successfully fulfil the roles, responsibilities and duties of a Vice-Dean 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 of community. Before taking office, every newly elected Vice-Dean shall participate in a workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training sessions, Vice-Deans shall participate in the workshop every second year.
- 42.1.4** Accountable to the Dean, the Vice-Dean is a senior academic administrator, 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 faculty; representing the faculty in the University; and liaison with the profession and the community.
- As a senior leader, the Vice-Dean will have demonstrated excellence and experience with teaching, research and administration functions in an academic setting. The Vice-Dean shall also have demonstrated a commitment to equity, diversity and inclusion. The Vice-Dean shall also have a demonstrated history of working collaboratively in an environment of collegial decision-making. These characteristics shall be considered key qualities that a candidate must demonstrate in order to be shortlisted and appointed.
- 42.1.5** Vice-Deans are required to administer the affairs of the faculty after appropriate consultation with the Members, striving to ensure collegiality and collegial decision making within the faculty.
- 42.1.6** Although responsible for carrying out the duties and responsibilities outlined in this article, Vice-Deans remain academics for whom teaching and research are also fundamental career rights. Vice-Deans who are not excluded from the bargaining group will not administer discipline of fellow faculty

Members and will not attend meetings with Members where potential discipline is discussed unless approved by the Member.

42.2 Selection and appointment

- 42.2.1 The Vice-Dean shall be appointed in accordance with the procedures set forth in this article. Pursuant to section 3.1.3.1, except in a faculty where the majority of the *regular faculty Members* are excluded under 3.1.3.1(c), the Vice-Dean must be a tenured, *regular faculty Member* during her mandate.
- 42.2.2 The procedures set forth in this article shall be applied at the end of a Vice-Dean's term or if the post of Vice-Dean becomes vacant.
- 42.2.3 Notwithstanding 42.2.2, should a Vice-Dean become unable to perform her duties, the Dean, in consultation with the *regular faculty Members*, may appoint an interim Vice-Dean. The term of an interim Vice-Dean shall not normally extend beyond twelve (12) months. Should the term of an interim Vice-Dean extend beyond twelve (12) months, the Dean shall initiate procedures for the appointment of a new Vice-Dean under 42.2.4.
- 42.2.4 **Selection committee for a Vice-Dean** There shall be a selection committee consisting of five (5) or six (6) members, including the Dean of the faculty concerned. The committee shall be chaired by the Dean of the faculty concerned, who shall not be a voting member even in the case of a tie. In addition to the Dean, the committee shall have the following members:
- a) the Vice-President Academic and Provost or a person designated by her;
 - b) three (3) tenured *regular faculty Members* -- elected by secret ballot by the *regular faculty Members*;
 - c) if necessary, two (2) additional tenured *regular faculty Member*, to ensure a representative of at least two of the equity groups as per 17.1.6.1. The existing members of the committee, including those from sections (a) to (b) shall determine if such additional representation is required and shall invite applications from regular faculty members who represent such diversity.

The vote outlined in 42.2.4(b) will proceed according to the following process. The Dean or her delegate will invite all *regular faculty Members* to nominate themselves as a candidate for the committee. A randomized list of all candidates will be created and preferential ballots shall be distributed to all *regular faculty Members*. Members will be asked to rank up to three (3) individuals in order of their preference for inclusion on this committee. First-place votes shall receive three (3) points, second-place votes shall receive two (2) points and third-place votes shall receive one (1) point.

Once the votes have been tallied the three (3) individuals receiving the most total points shall be offered the opportunity to serve on the committee. Should one or more choose to decline the opportunity the next highest ranked individual shall be offered the opportunity to serve on the committee, and so forth. Preferential ballots shall be numbered but otherwise unmarked and delivered in a random order (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the Office of the Dean. Ballots will be opened in the presence of the Vice-President Academic and Provost and the Dean, and then be tallied and certified by both officials.

- 42.2.5 Faculty consultation for selection** The dean, or her delegate, shall invite all *regular faculty Members* to submit to her, in confidence and in writing (without the requirement to use electronic mail), the

names of possible candidates and reasons supporting their candidature, it being understood that *regular faculty Members* may self-nominate. At the same time the Dean will inform members as to whether or not the incumbent is willing to stand as a candidate. Should the incumbent be willing to stand for reappointment to the position of Vice-Dean, the Dean shall also include an individual ballot to each *regular faculty Members*, which shall explicitly ask if the member supports the inclusion of the current Vice-Dean as a candidate for the position going forward.

Without disclosing the origins of the nomination, either through external or internal routes, or the names of the nominating individuals, all candidates for the position of Vice-Dean shall be included in a long-list of candidates and distributed to members of the committee by the Dean. If the committee decides by majority vote that the potential candidate list is insufficiently diverse, the selection committee may request individuals from within the university to stand as candidates for the position from specific groups to bolster the diversity of the list (e.g. the four equity groups as per 17.1.6.1). All names received, as well as any additional candidates suggested by the committee and accepted by the invited candidate, shall be included in the long-list of candidates, which shall then be communicated to all *regular faculty Members* for a preferential vote.

The names on the preferential ballot shall be randomly presented on the voting ballot. The ballots shall also indicate the weighting of their votes, which shall be: three (3) points for every first place vote, two (2) points for every second place vote, and one (1) point for every third place vote received. Preferential ballots will be numbered but otherwise unmarked and delivered in a random order (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the Office of the Dean. *Regular faculty Members* shall be requested to rank a maximum of three (3) individuals from the list that the member judges worthy of progressing to the next stage of the hiring process. Five (5) working days will be provided for members to submit their vote to the Office of the Dean.

The sealed preferential ballots shall be opened at the Office of the Dean in the presence of the majority of the committee, plus one (1), within five (5) working days of the close of voting. The ballots shall then be tallied (with points accumulated for each vote received as per the preferential values specified above), documented and certified by the members of the committee in writing. The three (3) individuals receiving the most total points shall become the short list of candidates for the position.

The name of the incumbent shall be added to the identified short-list as determined through the process established above only if at least fifty percent (50%) of the answers to the President's request list the incumbent as acceptable.

- 42.2.5.1 *Regular faculty members* shall be informed of the short list, with candidates listed alphabetically. Candidates from the short-list will then be invited to make a presentation to the university community regarding their application, to meet with university community members (including student groups) and to respond to questions that members may have regarding their candidacy.
- 42.2.5.2 *Regular faculty Members* shall be provided with a numbered but otherwise unmarked preferential ballot to be distributed randomly (so as to ensure the anonymity of the voter's response) to individual members through the internal mail service, with opaque return envelopes included and pre-addressed to the Office of the Dean. Members will be provided with a ballot on which they will be asked to rank all candidates from the short list that they feel are qualified to perform the duties of Vice-Dean. The ballots shall indicate the weighting of their votes, which shall be: three (3) points for

every first place vote, two (2) points for every second place vote, and one (1) point for every third place vote. Members shall be provided with five (5) working days to submit their vote to the Office of the Dean.

The selection committee shall also invite *regular faculty Members* to give more detailed feedback by including a separate, confidential form for written comments in which members can submit written feedback should they so choose.

The Dean shall open the preferential ballots and anonymous written comment forms in the presence of the majority of the committee plus one (1), in the Office of the Dean. The ballots shall then be tallied (using the weighting specified above) documented and certified by the members of the committee in writing. Copies shall be made of the written comments so that each committee member can examine the written feedback as well.

- 42.2.5.3 The individual receiving the most total points as per article 42.2.5.2 shall be appointed.
- 42.2.5.4 In truly exceptional circumstances, if a majority of the selection committee votes to state that the elected candidate is incapable of performing the functions of the Vice-Dean, the selection committee may recommend the candidate with the next highest support of the faculty to the Senate as an alternative appointment. However, their recommendation must prove that the most highly supported candidate is clearly incapable of fulfilling the role.
- 42.2.5.5 In such exceptional circumstances, where the selection committee disagrees with the selection determined by the preferential voting as specified in article 37.5.2.11, the Dean shall transmit to the Senate – and to all the *regular faculty Members* - the following material:
- a) the results of the vote to determine the short list (as per 42.2.5);
 - b) the results of the voting to determine the winning candidate (as per article 42.2.5.2) and the accompanying written feedback;
 - c) the duly proposed and passed motion to disregard the results of the election and convincing reasoning and evidence proving that the elected candidate is incapable of performing the duties of the Vice-Dean as per article 42.2.5.4;
 - d) the selection committee’s alternate recommendation as per article 42.2.5.4 and convincing reasoning and evidence proving that the recommended candidate is a far superior candidate to the candidate that received the highest number of votes.
- 42.2.5.6 If the Senate appoints a candidate other than the one with the highest total points, it will communicate a detailed explanation of the reasons and evidence justifying its decision to the selection committee and all *regular faculty Members*. These shall be received at least five (5) working days before the appointment is to be communicated to the successful candidate.
- 42.2.6 **Length of Mandate for Vice-Dean.** The appointment of a Vice-Dean shall be for a term of not more than three (3) years. The Member will have the possibility of extending her mandate for a further two (2) years, in which case the confirmation process will be a consultation by the Dean of *regular faculty Members* as to their agreement with the continued mandate of the Vice-Dean for a further two (2) years, with at least half of the responses to the Dean’s consultation supporting the continued mandate. The Member will have the possibility of extending her mandate for a further two (2) years, in which case the confirmation process will be a consultation by the Dean of the *regular faculty*

Members as to their agreement with the continued mandate of the chair for a further two (2) years, as would be the case in appointing an interim chair, with at least two thirds of the responses to the Dean's consultation supporting the continued mandate.

A Vice-Dean shall not serve for more than seven (7) consecutive years.

- 42.2.7 A Member who agrees to serve as a Vice-Dean shall sign a contract confirming the appointment as Vice-Dean, the appointment term and the agreed-to compensation. A copy of the contract shall be provided to the Association within ten (10) working of the signing.

42.3 Vice-Dean compensation

- 42.3.1 **Stipend** The employer shall grant the Vice-Dean an administrative stipend in accordance with 41.6.2. The stipend shall not be less than twenty percent (20%) of the minimum salary of a Full Professor 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 their stipend.
- 42.3.2 The Vice-Dean may opt to forgo the aforementioned stipend in the last year of an appointment as Vice-Dean 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.
- 42.3.3 **Workload Reduction** The parties recognize that the role of Vice-Dean requires the member to devote a substantial portion of their time to the work of the faculty. As such, the employer shall grant the Vice-Dean a reduction in their workload duties of no less than fifty percent (50%).
- 42.3.4 **Academic Leave** Members who serve as Vice-Dean continue to accumulate credited periods service as per section 26.3.3. In addition, they accumulate extra credited service for every term where they served as Vice-Dean. These extra credited years are not subject to the accumulated credited years limit of eight (8) years expressed in section 26.3.1.

42.4 Recall

- 42.4.1 If at any time, at least twenty (20) percent of the regular faculty members of a faculty lose confidence in the ability of the Vice-Dean to perform her duties by indicating this in a written communication to the Dean of the faculty and the President of the university, the President shall conduct a vote of confidence in the Vice-Dean, within thirty (30) days of receipt the written communication. The confidence vote question shall be administered as a written ballot, to be distributed in numbered but otherwise unmarked envelopes to be randomly distributed to *regular faculty Members*, and pre-addressed to the Office of the President. The question members are to be asked is: "Do you have confidence in the ability of the Vice-Dean to execute the duties and responsibilities of her position at this time?" *Regular faculty Members* shall be given the opportunity to provide either a vote of 'yes' for their confidence in the Vice-Dean to perform her duties and responsibilities or 'no' for their non-confidence in the Vice-Dean. Members shall be provided five (5) working days to provide their vote to the Office of the President.
- 42.4.2 Ballots shall be opened in the Office of the President in the presence of no fewer than five (5) elected members of the Senate, within five (5) working days of the close of voting. The ballots shall be tallied, document and certified by the members of the Senate. Results of the vote shall then be communicated to the Vice-Dean and the *regular faculty Members*.

- 42.4.3 Should greater than two thirds (2/3) of the votes cast indicate that they do not have confidence in the Vice-Dean, the Vice-Dean shall be dismissed from her position as Vice-Dean, within thirty (30) days of the notification of the vote.
- 42.4.4 In this case, the Dean shall commence the appointment process of a new Vice-Dean as per section 42.2. A new Vice-Dean shall be appointed within six (6) months of the termination of the mandate of the former Vice-Dean.

17.2.2 Visiting professor

- *17.2.2.1 A person may be appointed as a visiting professor in an academic unit, provided:
- (a) the appointee is a recognized scholar or artist whose presence will enhance the breadth or quality of the University's scholarly or teaching activities; and
 - (b) the appointee holds a continuing appointment, or has established a career, outside the University of Ottawa, or is retired; and
 - (c) the majority of the members of the appropriate unit assembly agrees to the appointment by way of a public vote.