

Without prejudice

ARTICLE 9 *Academic Freedom

- (a) The parties agree neither to infringe nor abridge the academic freedom of the members. Academic freedom is the right of reasonable exercise of civil liberties and responsibilities in an academic setting. As such it protects each member's freedom to disseminate her opinions both inside and outside the classroom, to practice her profession as teacher and scholar, librarian, or counsellor, to carry out such scholarly and teaching activities as she believes will contribute to and disseminate knowledge, and to express and disseminate the results of her scholarly activities in a reasonable manner, to select, acquire, disseminate and use documents in the exercise of her professional responsibilities, without interference from the employer, its agents, or any outside bodies. Furthermore, members are free to discuss and to criticize both the University and the wider society it serves free from censorship. All the above-mentioned activities are to be conducted with due and proper regard for the academic freedom of others and without contravening the provisions of this agreement. Academic freedom does not require neutrality on the part of the member, but rather makes commitment possible. While ~~However,~~ academic freedom does not confer legal immunity, nor does it diminish the obligations of members to meet their duties and responsibilities as stipulated in this agreement, a member shall not be disciplined for exercising her right to academic freedom.
- (b) The parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a member desires to be placed in the library collections of the University of Ottawa.

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 ~~3-2~~ or ~~4-3~~ years respectively.
- (b) Full academic leaves may be taken at ~~50, 65, 80, 70~~, 90 or 100% of nominal salary, reducing the member's accumulated credited service by 4, 5, ~~or 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.

...

Section 23.2 Assessment of a Faculty Member's performance of workload duties

- *23.2.3.3 The Dean shall forward to the DTPC, chair, and FTPC, with copies to the Member, appropriate documentation including, where relevant, annual reports, ~~annual reviews~~, A-reports (in the case of the FTPC only), and any other relevant documentation permitted by the collective agreement.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

Childcare

The Employer and the APUO confirm their mutual agreement that childcare is a necessary service to all employees of the University and represents a necessary step in ensuring family status equity.

A lack of access to quality childcare means that employees are disproportionately put at a disadvantage in terms of being able to work and fully participate in academic life. Making childcare a necessity not only takes into consideration the changing demographics at the University but provides much needed social support to employees in child-rearing relationships thus permitting them to be better engaged as members in their respective academic and non-academic communities.

WHEREAS the Employer is committed to the goal of ensuring that there is quality childcare for the children of any member of the University of Ottawa community. The Employer acknowledges that the number of available childcare spaces on or near the University of Ottawa campus is severely limited.

WHEREAS the Parties agree that safe, reliable, affordable, and accessible childcare is fundamental to our members' ability to effectively perform their jobs. The Employer agrees that research has consistently shown that career success, commitment, and employee retention are linked to access to quality childcare.

THEREFORE, both Parties agree that the Employer will commit to the creation of 100 new childcare spaces at market rates at or near the University of Ottawa community by 2020. Suggested distribution of spaces should be done to contribute APUO members as well as the larger University community as a whole:

- 60 APUO
- 15 Students
- 15 Support Staff
- 10 APTPUO

For the Employer

Date

For the Association

Date

Without prejudice

Section 24.1 Formal evaluation

*24.1.3 **Complaints** Complaints about a member's teaching ~~may shall not~~ be taken into consideration ~~only~~ where the member has been advised of the complaint and given an opportunity to reply thereto in any formal evaluation of teaching.

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 project, a Member shall be provided with:

- a) one (1) desktop computer (including monitor, keyboard, mouse, and necessary cables) or laptop computer, at the choice of the Member, 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 and database analysis, and presentation functions; and
- c) access to networked printing resources in the Member’s unit.

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

5.1.2.2 To further support the ongoing computing needs of members, the University agrees to provide one of the following, as the member chooses, every three (3) years:

- a) a standard computing system (as described in article 5.1.2.1(a) through (c)); or
- b) a maximum of \$1,500 toward the purchase of a computer system of the member’s choosing, understanding that any additional amount required for the purchase will come from other sources already available to the member.

Members shall submit requests for either a standard computer system or a maximum of \$1,500, as described in article 5.1.2.1 (a) and (b), to their Dean or the University Librarian, as appropriate.

*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.

5.1.43 Health and Safety

...

Section 6.3 Association activities

6.3.4 For each regular term, the Association shall have the right to appoint as many as six (6) willing Members to other specific tasks for the Association by the means of a reduction in their teaching load. In addition, from the time in which notice to bargain is given, the Association shall have the right to appoint a further five (5) regular one-term (1) course to as many as five (5) willing Members for each regular term; if the appointee is an academic staff with a teaching load in a non-regular term, a Librarian, a Language Teacher or a Counsellor, the reduction will also be provided for that term, until a new collective agreement is ratified. Independent of the source of the course release, the Association shall not assign more than two (2) course releases per Member per regular term. If not requested, these teaching load reductions cannot be accumulated for ulterior use. The following provisions will apply in such a case.

- a) The Association shall normally forward to the office of the Provost a written notice of the appointees no later than three (3) calendar months prior to the commencement of the term in which the Members are to act in this capacity. In exceptional circumstances, the Association may give shorter notice with the agreement of the Provost's office; such notice shall not be unreasonably refused.
- b) During the term in which a Member acts in this capacity, APUO may request:
 - i) a reduction in the Member's teaching load equivalent to one (1) regular one-term (1) course, with no reduction in remuneration or
 - ii) remission of an equivalent amount of the Member's academic service activities other than services provided to the Association.

A Member may present a request to the Dean to defer her reduction in teaching load which shall not be unreasonably refused. In such situations, the reduction in teaching load will be utilized at a later time as agreed by the Member and her Dean.

The reduction in teaching load may be deferred by the Dean only in extraordinary circumstances where the teaching mission of the academic programme would be threatened by the reduction.

Section 5.2.1 General

5.2.1.2 The Employer is committed to securing equity, diversity and inclusion for members of marginalized groups disproportionately excluded from full participation in the University community on all of the committees listed in this article. Such groups include, but are not limited to, Aboriginal people, persons with disabilities, persons who identify as lesbian, gay, bisexual, transgender, queer, 2-spirited, racialized minorities, and women.

[Existing paragraphs that follow in section 5.2.1 to be renumbered]

Section 17.1 General provisions

*Definitions

Academic unit: a regular department, school, institute, faculty and the library.

*17.1.1.6 The Employer is committee to securing equity, diversity and inclusion for members of marginalized groups disproportionately excluded from full participation in the University community during the hiring process. Such groups include, but are not limited to, Aboriginal people, persons who identify as lesbian, gay, bisexual, transgender, queer, 2-sprited, racialized minorities, and women.

*17.1.2.1 Before appointing a regular or replacement Professor, the Employer shall advertise the position in *University Affairs*, in print or electronic format, or both. The advertisement will also be posted on the University's Web site, and advertised in at least one (1) external publication such as the *CAUT Bulletin*, professional journals, or national newspapers. If the advertisement is in electronic format, the advertisement will remain, at minimum, for as long as the period during which applications may be submitted, it being understood that departmental practice existing as of April 30, 2004 will be continued for the print form of advertisements.

In addition, in ~~departments~~an academic unit -deemed under-represented pursuant to 17.1.6.3, the Dean shall ensure that the department distributes the advertisement where persons of ~~the~~ under-represented gender equity groups may have reasonable access to it and that the department take other appropriate measures such as contacting persons chairing relevant university departments in Canada, specifically requesting the names of possible candidates of ~~the~~ under-represented gender equity groups, and contacting organizations specifically representing the interests of persons of ~~the~~ under-represented gender equity groups within the profession or discipline, requesting the names of possible candidates of ~~that~~ gender equity groups.

The advertisement shall state the field of specialization desired, the required qualifications, the closing date for the competition, and any other relevant information.

All advertisements shall contain the statement: "Equity is a University policy". In addition, for departments deemed to be under-represented pursuant to 17.1.6.3, all advertisements shall contain the statement: "The University strongly encourages applications from women (or men, as the case may be), aboriginal peoples, persons with disabilities and members of visible minorities".

*17.1.2.2 In academic units ~~departments~~ deemed to have an under-representation of ~~women or men~~ equity groups as defined in 17.1.6.3, the proposed advertisement shall be circulated within the academic unit ~~department~~ prior to release outside the academic unit ~~department~~.

17.1.3 Selection procedures

17.1.3.1 The initial appointment of an academic staff member shall be made by the Employer on recommendation of the ~~academic unit department~~ concerned and the Dean of the faculty. Besides the recommendation of the ~~academic unit department~~, the ~~academic unit department~~ chair may make a separate recommendation.

*17.1.3.2 The ~~academic unit's department's~~ recommendation shall be made by an appointments committee composed of either the DTPC or the ~~departmental academic unit~~ assembly or a group of assembly members designated by it, it being understood that the ~~departmental academic unit~~ 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 Members.

*17.1.3.3 Subject to 17.1.6.3, the appointments committee shall have at least one regular member of the under-represented gender it being understood that where no such member of the department can serve on the committee, the Dean in consultation with the department shall appoint such a member with full voting rights from a related discipline. In a ~~department academic unit~~ where there is under-representation, the ~~department academic unit~~ may invite the Equity, Diversity and Inclusion Committee (EDIC) to delegate one of its members to sit as ex-officio non-voting member of a selection committee.

*17.1.3.5 In making decisions on positions and recommendations on recruitment and appointments, in ~~departments academic units~~ deemed under-represented pursuant to 17.1.6.3, Deans and ~~departments academic units~~, having taken into consideration the general and specific academic needs of the ~~department academic unit~~ and its programs, including areas of specialization and their implications for students of the under-represented gender, shall consider:

- (a) the level of rank for appointment and the probable consequences for participation by persons of the under-represented ~~gender equity group~~;
- (b) how both the job description and the recommendation highlight the experience and qualifications of persons of the under-represented ~~gender equity group~~ and encourage their participation;
- (c) differing career patterns for potential ~~male and female equity group~~ applicants.

*17.1.3.6 Where in the view of the Dean and the ~~departmental academic unit's~~ appointments committee there are at least two (2) top candidates equally qualified, one of whom is of ~~the an~~ under-represented ~~gender equity group~~, the appointment will be offered to a candidate of ~~the an~~ under-represented ~~gender equity group~~.

*17.1.3.9 When an ~~academic unit department~~ deemed to have under-representation of ~~women or men an equity group~~ as defined in 17.1.6.3 transmits to the Dean a recommendation for appointment, it shall add the following:

- (a) the list of members of the selection committee;
- (b) assurances that all candidates on the short list were given the opportunity of meeting all Members of the ~~department~~ academic unit;
- (c) the short list of candidates;
- (d) the list of candidates considered to be qualified;
- (e) the list of candidates considered to be unqualified;
- (f) a written summary of reasons why, when 17.1.6.1 and 17.1.6.3 apply, the appointment of a candidate ~~of the other gender~~ not part of an equity group is being contemplated, if that is the case.

17.1.6 Employment equity

*17.1.6.1 Designated employment equity groups in academic units

- (a) The parties to the collective agreement are committed to the principle of gender equity in matters of employment and, to that effect, agree to increase the proportion of women or men, in those parts of the University community where they are under-represented, in accordance with the guidelines and procedures set out herein.
- (b) The parties to the collective agreement are also committed to the principle of employment equity for the following groups: Aboriginal peoples, persons with disabilities and members of visible minorities. To that effect, the parties agree to increase the proportion of Aboriginal peoples, persons with disabilities and members of visible minorities, in those parts of the University community where they are under-represented, in accordance with the guidelines and procedures set out herein.
~~may from time to time agree to designate as equity groups for the purpose of this provision, the following groups:~~
 - ~~• Aboriginal peoples;~~
 - ~~• persons with disabilities; and~~
 - ~~• members of visible minorities.~~

*17.1.6.3 Criteria

- (a) An academic unit ~~department~~ shall normally be deemed to have an under-representation of women or under-representation of men if the proportion of women or men, as the case may be, among regular Members of the ~~department~~ academic unit is less than forty percent (40%) and, furthermore, that proportion is less than five (5) percentage points above the proportion of women or men, as the case may be, in the labour market.

The proportion of women or men in the labour market is normally determined by the number of MLSs and PhDs in the relevant discipline awarded by Canadian universities in the previous five years, as reported by Statistics Canada, it being understood that, in certain disciplines designated by the parties, both PhDs and Master degrees will be taken into account.

Notwithstanding the preceding, no department academic unit shall be deemed under-represented where at least forty percent (40%) of the Members are men or forty percent (40%) of the Members are women.

Nothing in this or other provisions of the collective agreement prevents the University from taking the necessary measures to appoint additional women Professors-Members where the University deems this appropriate.

- (b) For the other designated groups, an faculty academic unit shall normally be deemed to have an under-representation of designated group members among regular Members if the representation is not equal to the representation of designated groups in the labour market. The proportion of Members of the designated groups in the labour market for the purposes of this article is normally determined by the number of MLSs and PhDs in the relevant disciplines awarded by Canadian universities in the previous five (5) years, as reported by Statistics Canada, it being understood that, in certain disciplines designed by the parties, both PhDs and Master degrees will be taken into account. Where such information is not gathered or not available, the labour market are for the purposes of Statistics Canada will be used as a comparator.

Nothing in this or other provisions of the collective agreement prevents the University from taking the necessary measures to appoint additional equity group members to academic units where the University deems this appropriate.

~~No issue arising out of the application of equity provisions contained herein may be referred to arbitration with the sole exception of where a difference arises between the parties with respect to the interpretation of any article dealing with employment equity. In such case, the jurisdiction of an arbitrator shall be restricted to determining which interpretation is correct. It is understood that the arbitrator shall not have the jurisdiction to interfere with any appointments made or to impose an appointment on the Employer.~~

***17.1.6.4 Information**

~~As part of their commitment to the principle of equity, the employer will staff a data analyst position in the Institutional Research and Planning Office (IRP). The data analyst will work exclusively on equity matters as defined in this article and will take its mandate from the EDIC committee.~~

- (a) Within four (4) months following ratification of the collective agreement, the Employer, ~~including all data on any equity group listed in article 17.1.6.1 in the possession of the uOttawa Human Rights Office (HRO),~~ shall provide the Equity, Diversity and Inclusion Committee with up-to-date information on the designated group distribution of academic staff with regular appointments, by department academic unit. This information must be updated whenever appropriate and not less frequently than every twelve (12) months.
- (b) Deans shall examine ~~whether or not departments which academic units should be~~ deemed to have an under-representation of women or men or designated groups according to the criteria outlined in 17.1.6.3, and shall so advise the Administrative Committee, with copy to the Equity, Diversity and Inclusion Committee, outlining the formula on which their recommendation is based.

- (c) The Academic Affairs and Labour Relations sector shall maintain, for consultation by EDIC, copies of advertisements and of ~~departmental~~academic unit recommendations for appointments and their justification for those ~~departments~~academic units deemed to have an under-representation of women or men or designated groups as defined in 17.1.6.3 where the appointed Member was not of the under-represented designated group. After reviewing this information, where a majority of the EDIC members have reasons for concern with respect to a given appointment, the EDIC may consult the files of short-listed candidates and the academic unit~~department~~'s justification for appointing a person not of the under-represented designated group.

Exit interviews

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

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

38.4 Exit Interview

- 38.4.1 The Human Resources service shall be responsible for the administration of the exit interview. When notice is received of a member's resignation or retirement, the Human Resources service shall contact the member to schedule a personal exit interview and shall be asked to complete the exit interview questionnaire. In cases where circumstances do not allow a personal interview, the departing or retiring member shall be asked to complete the exit interview questionnaire. This information will be confidential and will not be placed in the member's Human Resources file.
- 38.4.2 By June 30 every second year, the Human Resources service will compile a public summary report listing all non-identifying comments. This report will be sent to the Association and be presented at the Board.

LETTER OF UNDERSTANDING

BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Exit Interviews

WHEREAS both Parties agree to the creation of an "Exit Interview" system in order to gather information from all APUO members who resign from the University.

THEREFORE, the Parties agree to create a working group who shall be comprised of two (2) persons from the uOttawa Human Resources service appointed by the Employer and two (2) persons appointed by the Association.

The mandate of the working group is to devise a complete exit interview process, including but not limited to: the timing of the interview, the list of questions, the exit interview form, the structure of the bi-yearly report and the confidentiality rules concerning the individual responses.

The working group shall present a report detailing the complete process within six (6) months of the ratification of this collective agreement.

The resulting report will be considered part of the collective agreement and shall never expire unless agreed to by both Parties.

For the Employer

Date

For the Association

Date

Without prejudice

FWRC

*5.2.2.4 A Member, on request to the chair in the case of the DTPC or the Dean in the case of the FTFC and the FWRC, has the right to be heard by the committee if it is considering making a recommendation about the Member.

*5.2.2.6 A Member who requests to be heard by the FWRC before it considers her application or case must do so in writing in her letter of disagreement as per 22.2.6.1 or in her brief as per 22.2.6.3, if applicable.

[Existing subsequent sections to be renumbered appropriately]

22.2.6.4 **Committee Mandate:** Within ten (10) working days of 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 22.2.1 of the collective agreement.

The committee shall:

(a) (a) —meet with the Member if requested as per 5.2.2.6;

(a)(b) consider the analysis of the Member’s workload assignment provided by the Dean under 22.2.6.2;

(bc) consider the brief provided by the Member under 22.2.6.3 and comments by the Dean , if any, regarding the Member’s brief;

(ec) consider the information communicated to the Member pursuant to 22.1.2;

(de) make a recommendation determined by a majority vote. If there is no majority vote, the recommendation will be made by the chair;

(ef) communicate the recommendation, in writing, to the Dean within five (5) working days of holding the vote.

Section 29.3 Leave of absence

- *29.3.1 A leave of absence with or without pay may be granted by the Employer to a Member for any of the following reasons:
- (a) to provide the Member with a period in which to pursue studies, undertake retraining, or otherwise expand or improve her qualifications as a scholar, teacher, or professional;
 - (b) to allow the Member to assist, or provide services to, a learned or professional society, an organization such as CAUT, AUCC, OCGS, or the like, or to a municipal, provincial, national, or international agency, or the like;
 - (c) to allow the Member to provide a community, regional, national or international group or project with services relevant to the Member's academic discipline or profession;
 - (d) to attend as witness or juror, in accordance with 29.3.7;
 - (e) to campaign for or hold public office, in accordance with 29.3.8;
 - (f) to care for a person defined in 40.1.4 or a spouse or a parent (hereinafter referred to as a special family leave).

Leaves of type (a), (b), (c), and (f) shall not normally exceed two (2) consecutive years.

Librarian Members may apply for academic leave pursuant to section 31.2 and for leave without pay pursuant to section 31.3 and may, in circumstances not dealt with in sections 31.2 or 31.3, apply for leave of absence pursuant to the provisions of this section. Language teacher Members may apply for professional leave pursuant to section 29.4 and may apply for any other leave of absence pursuant to the provisions of this section.

Notwithstanding the above, a Member shall be considered on a leave of absence for medical reasons if she is on sick leave past the maximum period of eligibility as per section 27.1.3, and she is not in receipt of long-term disability benefits.

- *29.3.1 The following particular provisions apply to regular Members without tenure, or Librarian Members on preliminary appointment.
- (a) A non-tenured regular Faculty or Language Teacher may elect to have her limited-term appointment extended by one (1) year for each leave of absence 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 or a promotion.
 - (b) A Librarian holding a preliminary appointment may elect to have her preliminary appointment extended by up to twelve (12) months for each leave of absence 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.

Without prejudice

Section 27.1 Eligibility and benefits

27.1.1.4 When a member cannot fulfill her assigned teaching responsibilities as a result of commencing or ending her sick leave mid-semester, the Dean cannot require the member to make up for any missed teaching credits in subsequent semesters or years.

Section 29.1 General

29.1.4 When a member cannot fulfill her assigned teaching responsibilities as a result of commencing or ending pregnancy or parental leave mid-semester, the Dean cannot require the member to make up for any missed teaching credits in subsequent semesters or years.

29.2.4 Other special leaves

*29.2.4.1 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) **Personal leave** ÷

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

(b) **Personal emergency leave** ÷

Personal emergency leave is unpaid time off work for up to ten (10) days per calendar year.

(i) This leave may be taken for personal illness, injury or medical emergency or for the death, illness, injury, medical emergency or urgent matter relating to:

- spouse
- a parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild or the member and their spouse,
- the spouse of a child
- a brother or sister
- a relative who is dependent on the Member for care or assistance.

(ii) A Member shall inform her chair in writing of such leave before it begins, or as soon as possible.

(c) ~~Compassionate care leave~~ **Family Medical leave** ÷

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

(d) **Critical Illness leave** A Member shall be granted an unpaid critical illness leave as prescribed under the Ontario Employment Standards Act.

(e) **Income averaging for Librarians** Leave with income averaging is a short-term leave that can accommodate a librarian member requesting leave without pay for a period of between two weeks and a maximum of three months during an academic year (July 1 – June 30). The member's salary shall be reduced over the academic year in which the income averaging takes place. Salary will be reduced and averaged out over a twelve-month period to reflect the reduced time at work, but pension and benefits coverage and their corresponding premiums and contributions will continue at levels corresponding to the librarian members' normal salary and contributions. The librarian member's employment status remains unchanged during this leave period.

Leave with income averaging can be taken over two separate periods, so long as the member informs the University Librarian by April 1 of the periods to be taken. Each period must be at least two weeks in length.

The request for leave with income averaging shall be made directly to the University Librarian, who will consult with the member's immediate supervisor regarding whether it is feasible in light of the requirements of the member's duties. A request to take such leave shall not be unreasonably refused. Replacement librarian members are not eligible for leave with income averaging.

Section 29.2 Parental leave

- *29.2.2.3 Remuneration during pregnancy leave shall be as follows and shall be computed on the Member's regular salary. However, should the Member's regular salary be reduced by reason of complications anticipated or arising directly or indirectly from pregnancy, remuneration for the purposes of the pregnancy leave shall be computed on the Member's regular salary prior to such reduction.
- (a) The Member shall receive ninety-five percent (95%) of her salary for the initial ~~ten (10) one (1)~~ working ~~days-week~~ of the leave.
 - (b) For up to a maximum of fifteen (15) weeks following the initial ~~ten-one (101)~~ working ~~days-week~~ mentioned in 29.2.2.3(a) above, the Employer shall pay the difference between
 - (i) ninety-five percent (95%) of the Member's salary, and
 - (ii) the maximum level of employment insurance (EI) benefits available to any person whose salary corresponds to the Member's salary.
 - (c) In addition, if the Member does not take a parental leave as per 29.2.3, she shall receive ninety-five percent (95%) of her salary for one (1) additional week at the end of her pregnancy leave. If the Member decides to take a parental leave as per 29.2.3, notwithstanding point (c) of section 29.2.3.5, she shall receive ninety-five percent (95%) of her salary for one (1) week at the end of the remunerated parental leave identified in 29.2.3.5.
 - (de) If a Member is required by law or government regulation to repay the Receiver General for Canada a portion of the EI benefits received by her during the period for which she received remuneration under (b) above due to an error on the part of the Employer, the Employer will reimburse her, by means of a single lump sum payment, the amount that she is required to repay.

29.2.3 Parental leave

- *29.2.3.2 Parental leave may begin no more than ~~seventy-eight (78) fifty-two (52)~~ weeks after the day the child is born or comes into the custody and care of the parent for the first time. Parental leave ends ~~sixty-one (61) thirty-five (35)~~ weeks after it began, if the employee also took pregnancy leave and ~~thirty-seven (37) sixty-three (63)~~ weeks after it began, otherwise, or on an earlier day if the Member gives her chair and Dean at least four (4) weeks written notice of that day.
- *29.2.3.3 The Member's chair and Dean shall be notified, in writing, of the date of commencement of parental leave as soon as possible after the Member becomes aware of that date. To qualify for the allowance as per 29.2.~~32.53~~.a) and b), the Member shall provide HR with evidence that she has applied for and will be in receipt of parental leave benefits under the EI Act, including the amount of that benefit.
- *29.2.3.5 If the parental leave is taken, remuneration shall be as follows.
- (a) The Member shall receive ninety-five percent (95%) of regular salary for the initial ~~ten-one (10)~~ working ~~days-week~~ of the leave except when 29.2.3.6 applies and (b) below will be offered for ~~eighteen-nineteen (198)~~ weeks.
 - (b) For the period of up to ~~sixteen-seventeen (167)~~ weeks following the initial ~~ten-one (110)~~ working ~~days-week~~ mentioned in (a), and no later than ~~seventy-eight (78) fifty-two (52)~~ weeks

after the child is born or comes into the custody and care of the parent for the first time, the Employer shall pay the difference between

- (i) ninety-five percent (95%) of the Member's regular salary, and
 - (ii) the maximum level of EI benefits available to any person whose salary corresponds to the Member's salary.
- (c) For the balance of the parental leave, the leave shall be without pay.
- (d) If a Member is required by law or government regulation to repay the Receiver General for Canada a portion of the EI benefits received by her during the period for which she received remuneration under (b) above due to an error on the part of the Employer, the Employer will reimburse her, by means of a single lump sum payment, the amount that she is required to repay.

Section 17.2 Provisions applicable to limited-term special appointments

17.2.1 Replacement professor

- *17.2.1.1 Any qualified person may be appointed as a replacement professor with appropriate rank and full range of academic responsibilities as per article 20 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
 - (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.
- *22.2.1.67 A member's teaching load may be more than provided for in 22.2.1.3 ~~(a)~~—when a member's teaching skills justify a heavier involvement in teaching and the FTPC finds, in light of the member's annual report, that the time for doing so is available because of a lesser involvement of the member in scholarly activities or academic service; ~~or (b)—in the case of a replacement professor in the first year of employment, provided the professor is not required to do research beyond that necessary for her teaching and is not expected to assume any academic service activities.~~

Section 38.1 Emeritus professor

*38.1.1 An Emeritus Professor ~~;~~

shall have been a Full Professor for at least five (5) years at the University of Ottawa; and shall, at the time the rank takes effect, no longer be a member of the regular staff of the University of Ottawa and be eligible for retirement.

If a member has not been a Full Professor for at least five (5) years at the University of Ottawa, they shall (a) ~~shall~~ have made an exceptional contribution to university life either through research or through contribution to other areas of university activity and shall, at the time the rank takes effect, no longer be a member of the regular staff of the University of Ottawa and be eligible for retirement.;

(b) ~~shall have been a Full Professor for at least ten (10) years at the University of Ottawa; and~~
(c) ~~shall, at the time the rank takes effect, no longer be a member of the regular staff of the University of Ottawa and be eligible for retirement.~~

When an APUO Member meets the conditions of 38.1.1(b) and (c), she will have been deemed to have made an “exceptional contribution” for the purposes of 38.1.1(a).

Section 38.2 Retirees' privileges and benefits

*38.2.1 La retraite n'est pas la fin d'une carrière. C'est une étape dans la vie professionnelle des professeurs de même que dans celle d'une institution comme l'Université d'Ottawa. C'est pourquoi l'Université s'efforce de créer des conditions de retraite aussi avantageuses que raisonnablement possibles pour les personnes concernées compte tenu de ses objectifs, de ses contraintes et de ses ressources.

[Existing subsequent sections to be renumbered appropriately]

38.2.45 *Insurance programs

*38.2.45.2 Life insurance arrangements, ~~in effect on May 1, 1990 for Members retired prior to that date,~~ will be maintained for all retired members.

*38.2.45.3 Where a member retires prior to ~~the normal retirement date~~ attaining the age of 71, ~~as set out in the University of Ottawa Pension Plan,~~ the member may, until she attains ~~such normal retirement~~ the age of 71, participate in the supplementary health and dental insurance benefits provided to members pursuant to 40.1.1.1(c) and (h). ~~Where the member opts to so participate, she shall pay the employer's contribution for that benefit plan, determined in accordance with 40.1.1.5(b).~~ When the retired member who resides in Ontario attains the age 65, the continuation of benefits shall be integrated with the provincial drug Benefit program in such as the University will be considered as the second payer (after the government programs) for drug coverage. When the retired member who resides in Quebec attains the age 65, the member can choose to integrate the University Benefit program with the provincial drug Benefit program for drug coverage. If the member who resides in Quebec chooses to integrate with the provincial drug Benefit program with the University considered as the second payer, they will receive an additional six hundred dollars (600\$) per year in their Health Care Spending Account (HCSA) for retirees.

38.2.56 *Access to technology services

*38.2.56.1 E-mail accounts will be maintained for retirees.

*38.2.56.2 Retirees will be allowed to purchase the services of an Internet provider at the same rate as that charged for students and staff, as long as such a service is offered to active Members of staff.

38.2.6.3 Retirees shall have access to all University of Ottawa libraries and their services, including electronic access.

38.2.6 *Other services

38.2.6.1 **Parking** Retirees who attend an University of Ottawa event (retiree information session, etc.) will be provided with free parking for the day of the event. A retiree may receive, at no cost, upon filing an appropriate request, a parking permit for the semester which will entitle her to park in any University of Ottawa parking lot at any time on Saturdays, Sundays and holidays as per 40.8.1.4.

38.2.6.2 **Meeting Room** Retirees shall be provided with an appropriately sized “University of Ottawa Retiree meeting room” with individual working desks and a table for meetings.

Section 22.2 Teaching

22.2.2.3 The employer shall not -- unless the member agrees otherwise -- include in the member's workload a course or an exam that is scheduled to be fully or partially taught on a Saturday and/or on a Sunday.

22.2.2.4 The employer shall not -- unless the member agrees otherwise -- assign exam proctoring responsibilities to members for courses that the member is not teaching.