

# **ENTENTE PROPOSÉE**

CONVENTION COLLECTIVE

1 MAI 2012 AU 30 AVRIL 2016

# **TENTATIVE SETTLEMENT**

COLLECTIVE AGREEMENT

1 MAY 2012 TO 30 APRIL 2016

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

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

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

Additional information coming from the Memorandum of Settlement:

- The term of the new Collective Agreement will be for a period of 4 years commencing upon the expiration of the original term, April 30th, 2012 and expiring on April 30th, 2016.
- The Progress-through-the-ranks (PTR) amounts will be adjusted by the scale increases.
- Professional Expense Reimbursement (PER) and the Health Care Spending Account (HCSA) will remain unchanged for the duration of the new collective agreement.
- If the Employer agrees to a pension contribution increase with any other unions or group contributing to the University of Ottawa Pension Plan that is lower than the one negotiated with the APUO, the Employer will adjust the APUO pension contribution increase accordingly.
- Any salary adjustment will be applied to the salaries of current and former members by the 30 October pay period and retroactivity will be paid by 30 November for all standard retro payments and by 30 January for all special retro payments. Members who are retired or who resigned shall receive salary adjustments on a pro rata basis up to the date of their retirement or resignation.

## AGREED-TO CHANGES TO ARTICLES OF THE COLLECTIVE AGREEMENT

### Définitions

Sauf indication contraire, les mots suivants sont définis de la façon stipulée dans le présent article, aux fins d'application de la présente convention collective.

\*Except where a word is given a different or a special meaning, the words listed below shall, for the purposes of this agreement, have the meanings given in this article.

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~~CONJOINT : pour l'application de la présente convention collective et~~ lorsqu'aucune loi ni aucun règlement du gouvernement ne le définit autrement, une personne à qui le membre est marié ou, nonobstant l'état matrimonial du membre, une personne avec qui le membre cohabite, et ce depuis au moins un an, dans une relation qui ressemble au mariage ou, si c'est depuis moins d'un an, avec qui le membre est devenu parent naturel ou adoptif d'un enfant.

~~\*SPOUSE: for the purposes of this collective agreement and~~ where not otherwise defined by law or government regulation a person to whom the member is married or, notwithstanding the member's marital status, a person with whom the member is cohabiting, provided that the member has been cohabiting with that person in a relationship resembling marriage for a period of at least 1 year, or, if less than 1 year, where they have become the natural or adoptive parents of a child.

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~~COURS TRIMESTRIEL RÉGULIER : une charge d'enseignement essentiellement comparable à un cours de premier cycle de 3 crédits à l'École de gestion et aux facultés des Arts, de Sciences, de Génie ou des Sciences sociales tel que défini par le Registraire.~~

~~\*REGULAR ONE-TERM COURSE: a teaching task essentially comparable to that involved in teaching an undergraduate 3-credit course as defined by the Registrar in the School of Management and the faculties of Arts, Science, Engineering, or Social Sciences.~~

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~~DÉLÉGUÉ : une personne expressément désignée par l'Employeur, Université ou le recteur, un doyen, le président de l'Association, un des agents de liaison ou un membre~~ pour agir en son nom dans des cas particuliers.

~~\*DELEGATE: a person expressly designated by the Employer or President of the University, a dean, the President of the Association, one of the liaison officers, or a member, to act on her behalf in designated matters.~~

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~~EMPLOYEUR : le Bureau des gouverneurs de l'Université d'Ottawa.~~

~~\*EMPLOYER: the Board of Governors of the University of Ottawa.~~

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~~EXCLU ADMINISTRATIF : un membre du personnel enseignant d'une faculté autre que la Faculté de droit, désigné par le doyen pour l'assister dans les relations de travail concernant le personnel enseignant.~~

~~\*ADMINISTRATIVE EXCLUSION: a member of the academic staff of a faculty, other than the Faculty of Law, appointed by the dean for the purposes of assisting with academic staff relations.~~

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~~LOI DE L'UNIVERSITÉ D'OTTAWA : la Loi de l'Université d'Ottawa, chapitre 137 des Statuts de l'Ontario (1965), telle que révisée.~~

~~\*UNIVERSITY OF OTTAWA ACT: the University of Ottawa Act, being chapter 137 of the Statutes of Ontario for the year 1965, as amended.~~

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~~PROFESSEUR RÉGULIER D'UN DÉPARTEMENT/FACULTÉ/ÉCOLE/INSTITUT: un professeur régulier affecté entièrement à son unité à un département ou ayant une affectation multiple aux termes de 17.4 et étant membre à part entière de l'assemblée départementale de de son unité ce département.~~

~~\*REGULAR DEPARTMENT/FACULTY/SCHOOL/INSTITUTE MEMBER: with respect to any department, a regular faculty member appointed entirely in that department unit or cross-appointed pursuant to 17.4 with full membership in the assembly of that department unit.~~

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~~UNIVERSITÉ D'OTTAWA : l'Université d'Ottawa comme elle a été constituée aux termes de la Loi de l'Université d'Ottawa (chapitre 137 des Statuts de l'Ontario (1965), telle que révisée.)~~

~~\*UNIVERSITY OF OTTAWA: the University of Ottawa as constituted pursuant to the University of Ottawa Act (Chapter 137 of the Statutes of Ontario (1965), as amended.)~~

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NOTA Les mots employés au masculin comprennent leur féminin et vice-versa. Les termes comme directeur ou porte-parole désignent la personne, homme ou femme, qui occupe le poste en question. La présente note est réputée s'appliquer aux formes et usages grammaticaux requis.

\*NOTE A word used in the feminine gender shall include both genders and vice-versa. Words such as chair or spokesperson shall designate the person, male or female, in the indicated position or role. These interpretations shall be deemed to apply in their necessary grammatical forms and usages.

## ARTICLE 3 - The bargaining unit

### Section 3.1 - Recognition

\*3.1.3.1 The following persons are excluded from the bargaining unit:

- (a) the President, the Vice-Presidents and Associate Vice-Presidents, the University Chief Negotiator, the ~~University APUO Liaison Officer~~ **Provost's office Liaison Officer**, the deans and administrative exclusions, the director of the Counselling and Personal Development Service, the University Librarian, two Associate University Librarians appointed by the University Librarian for the purposes of assisting with staff relations under this agreement, the director of Morisset **Library**, and persons holding acting appointments and so acting in the above positions;
- (b) members of the Board of Governors ~~or and~~ of the Joint Committee;

- (c) persons engaged in the practice of medicine in the course of clinical teaching of medicine, and research fellows appointed in a clinical department of the Faculty of Medicine;
- (d) a member of the academic staff of a faculty, other than the Faculty of Law, appointed by the dean for the purposes of assisting with academic staff relations;
- (e) in addition, the University may appoint up to twelve (12) other persons as excluded employees by written notification to the Association; -
- (f) where a member of the bargaining unit is transferred, on a full-time basis, temporarily or pursuant to an appointment of fixed duration, to a position the tasks of which are not normally performed by a member of the bargaining unit, said member shall be excluded from the bargaining unit while so transferred.**

~~\*3.1.3.2 — Where a member of the bargaining unit is transferred, on a full-time basis, temporarily or pursuant to an appointment of fixed duration, to a position the tasks of which are not normally performed by a member of the bargaining unit, said member shall be excluded from the bargaining unit while so transferred.~~

### **Section 3.3 – Information**

- \*3.3.1** Without restricting the obligations described in other articles of this collective agreement, the Employer's liaison officer informs the Association in a quarterly report, on January 31, April 30, July 31 and October 30 of every year as per the following:
- (a) monthly reports:
    - (i) membership and association dues pursuant to article 6.4.4.1.
  - (b) semi-annual reports on January 31 and June 30:
    - (i) of all files that are outstanding or withdrawn pursuant to article 6.5;
    - (ii) of all cross-appointments pursuant to article 17.4;
    - (iii) of every new appointment of visiting and seconded professors, non-member librarians, language teachers, counsellors or research fellows;
    - (iv) 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.
  - (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.
  - (d) yearly reports on October 31:
    - (i) of all information on supplementary remuneration pursuant to article 41.6.2;
    - (ii) of all occasional individual adjustments pursuant to article 41.6.3;
    - (iii) of the actual salaries paid related to teaching staff categories pursuant to article 7.3.1(b);
    - (iv) a members list with the determination of the NMS pursuant to article 2.4 of Appendix F.2
    - (v) of information on all new promotion and tenure applications
    - (vi) of information on all new academic leave applications.
- The information contained in these reports and their format will be reviewed and amended on an annual basis by mutual agreement of the parties. All reports will be provided by the Employer in an electronic format.

- \*3.3.2** In addition to the reports in 3.3.1, the Employer shall provide to the Association the following documents within ten (10) working days of being sent to the members:
- o copies of all signed letters of appointment pursuant to 17.1.4;
  - o copies of all letters sent to members regarding contract renewal pursuant to 17.2.1.4 and 17.3;
  - o copies of all signed terms of employment letters pursuant to 17.7.1.7;
  - o copies of all letters sent to members with the decision regarding tenure, promotion or continuing appointment applications;
  - o copies of all letters sent to members with the decision regarding academic or professional leave applications.

It is understood that the Association shall consider this information as confidential. The information forwarded to the Association pursuant to 3.3.1 shall include: the name of the person, a) and d) the nature and duration of the appointment or change in status, the unit to which the person will be attached and, if required, any other information necessary for determining the membership of this person in the bargaining unit. Furthermore, the Association shall be informed whether this person is a Canadian citizen, a permanent resident, or neither. For any person belonging to the bargaining unit, this information shall also include the nominal salary and the regular salary and, in the case of regular members, years of recognized university level experience, it being understood that the Association shall continue to consider this as confidential. The information contained in the monthly electronic report will be reviewed on an annual basis. Membership and association dues report will be provided by the Employer in an electronic format. The actual data to be provided may be amended from time to time by mutual agreement of the parties.

### **Section 3.5 - Applicability to librarians, language teachers, counsellors, and research fellows**

#### **3.5.2 Librarians**

\*3.5.2.1 Articles 14, 15, ~~19~~, 24, 25, ~~26~~, 32, and 37 do not apply to librarian members.

\*3.5.2.2

- (a) Articles 16, 17, 18, ~~19~~, 20, 21, ~~and 22~~, and ~~26~~ apply in the form respectively set out in 16.1, 17.7, 18.1, 18.2, ~~19.2, 19.3~~, 20.5, 21.2, ~~and 22.3~~, and ~~26.3, 26.5, 26.6~~.
- (b) Articles 23 and 28 apply with the modifications respectively set out in 23.5 and 28.2.
- (c) Article 31 applies only to librarian members.

## **ARTICLE 4 - This agreement and the next agreement**

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

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

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

- (b) en ce qui concerne les pages de la convention collective modifiées par un tel mémoire, de préparer, si possible, les pages révisées sous une forme approuvée par les parties ; et
- (c) de faire parvenir à l'Association ~~des un~~ exemplaires ~~traduit~~ du mémoire d'entente ou de toute page révisée en version électronique, sous une forme pouvant être jointe aux exemplaires de la présente convention des membres, et de modifier la version officielle de la convention collective d'ajouter ces textes au situé sur le site Web des Ressources Humaines ou de publier le mémoire et la page révisée sur le même site Webs'il y a lieu.

#### **Section 4.4 - Negotiations for the next agreement**

- \*4.4.2 In the event that after negotiating in good faith the parties are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement, other than those dealt with in section 40.8, ~~together with any new proposal of such nature tabled by either party,~~ and provided that all other matters have been either agreed to be set aside or resolved and mutually agreeable provisions for inclusion in a collective agreement have been executed by both parties, then those of the aforementioned matters which remain in dispute may be referred to binding arbitration by either party in accordance with appendix C. The parties agree that there shall be no strike or lockout on the grounds of any dispute on a matter dealing with compensation or benefits.

### **ARTICLE 5 - General administration**

#### **Section 5.1 - Working environment**

##### **5.1.3 Health and Safety**

- 5.1.3.1 L'employeur reconnaît qu'il lui incombe de fournir un milieu de travail sûr et sain et de fournir les installations, fournitures, méthodes administratives et services prescrits par la législation afin de protéger la santé et la sécurité des employés pendant qu'ils accomplissent leurs fonctions sur les lieux de l'employeur. Les parties sont d'accord pour que l'employeur fournisse et que les employés utilisent de l'équipement de sécurité lorsque la législation ou des règles se rapportant à la législation l'imposent pour que le travail s'effectue en ~~vue~~ ~~d'assurer~~ toute sécurité.

#### **Section 5.2 - Processing recommendations and decisions**

- \*5.2.1.2 Subject to 5.2.1.7, and without limiting the duty of procedural fairness, at each stage of the recommendation and decision process, the committee or person making the recommendation or decision shall give proper consideration to and shall base the recommendation or decision solely on:
  - (a) the documents indicated by the relevant clauses of this agreement or made available by the member, including those taken into consideration at preceding stages of the process;
  - (b) all other relevant documents in the member's file (subject to any specific exclusions otherwise stated elsewhere in this agreement) provided the member has been advised in writing, no later than the notification to him of the recommendation or decision, that said documents were considered;
  - (c) any other relevant document added to the member's file pursuant to this agreement by the DTPC, the chair, the FTPC, or the dean, provided the member has been so advised and has received a copy prior to said document being considered;

- (d) any recommendations made at the preceding stages of the process, if applicable; and
- (e) the considerations set forth in this agreement, it being understood that this recommendation or decision shall be favorable when the criteria of the agreement which apply to the member as well as the other considerations set forth in this agreement have been met;

and shall not use, formally or informally, criteria which differ from those set forth in this agreement.

## **Section 5.4 – Collegiality and consultation**

### **5.4.2 Consultation process**

\*5.4.2.2 Un comité consultatif sera maintenu dans le cas des services tels que de la librairie universitaire, le service de la restauration, le service de santé, le stationnement tel que décrit à l'article 40.8, et le Centre universitaire, étant entendu que :

- (a) l'Association a le droit de désigner un certain nombre de ses membres à chacun de ces comités consultatifs ;
- (b) le nombre et la proportion de membres que l'Association a le droit de désigner ne seront pas inférieurs à ceux prévus dans la constitution de ces comités au moment de l'entrée en vigueur de la présente convention ou telle qu'elle a été modifiée ultérieurement d'un commun accord entre les parties à la présente convention ;
- (c) ces comités consultatifs seront consultés sur toutes les questions mettant en cause, d'une manière significative, la gestion et les coûts du service en question ;
- (d) quand un tel comité consultatif fait une recommandation, l'employeur l'avise -- avant de mettre en œuvre quelque décision que ce soit à propos de cette recommandation - - du sort qui lui sera fait et des motifs de cette décision.

## **ARTICLE 6 - Rights of the Association**

### **Section 6.3 - Association activities**

\*6.3.3 The ~~employer~~Employer agrees that the services provided to the Association by a member who is the president or the liaison officer of the Association amount to approximately half of a normal workload. The ~~employer~~Employer therefore agrees that during any period in which a member is the president or the liaison officer of the Association, her ~~dean~~Dean shall allow a reduction in her workload, with no reduction in remuneration, of half her usual involvement in teaching and scholarly activities. The member may also direct her academic service activities entirely to 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) 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 signed/ratified. 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 Academic Affairs and Labour Relations 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 course, with no reduction in remuneration. ~~The notice under (a) must be given no later than June 1 for a requested reduction in teaching in the fall term and no later than October 1 for a requested reduction in teaching in the winter term, or~~
  - (ii) remission of an equivalent amount of the member's academic service activities other than services provided to the Association.

~~The reduction in teaching load is request may be refused by the dean Dean for good and sufficient academic or administrative reasons, it being understood that replacement costs shall not be considered in themselves as sufficient administrative reasons.~~

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.

~~The provisions of this subsection apply, mutatis mutandis, where the member in question is a librarian, language teacher or counsellor.~~ For the purposes of this subsection, where the member in question is a librarian or a counsellor, one (1) regular one-term course shall be deemed equivalent to 25% of the member's workload during one (1) term.

## **Section 6.4 - Dues**

**\*6.4.1 Membership in the Association** Except as provided for in (a) or (b) below, every member of the bargaining unit shall be a member of the Association.

- (a) Any member of the bargaining unit who objects to membership in the Association, in its role as a trade union, on conscientious or religious grounds may withdraw from the Association after having filed a written notice of such objection with the Association. The notice of objection ~~shall be forwarded to the liaison officers and~~ shall state clearly and explicitly the grounds for the objection.
- (b) Any member who has, on conscientious or religious grounds, withdrawn from membership in the Association ~~prior to 30 April 1984~~ shall be deemed to have withdrawn pursuant to (a) and deductions from such members' salaries shall be dealt with in accordance with 6.4.4.2.

### **6.4.4 Remittance of deducted amounts**

**\*6.4.4.1** The employer shall, no later than 30 calendar days after the deductions are made, remit to the Association the amounts deducted pursuant to 6.4.2, ~~save and except the amounts remitted to the APUO Student Awards Fund pursuant to 6.4.4.2.~~ Membership and association dues report will be provided by the Employer in an electronic format. The actual data to be provided may be amended from time to time by mutual agreement of the parties.

**\*6.4.4.2** In the case of a member of the bargaining unit who had, on conscientious or religious grounds, withdrawn from membership in the Association ~~prior to 30 April 1984~~, the employer shall remit the amounts deducted from such a member's salary pursuant to 6.4.2. The Association will ensure to transfer the amount to the APUO Student Awards Fund, within 30 calendar days after the deductions are made.



## Section 6.5 - Information

- \*6.5.1 The ~~e~~Employer's ~~liaison officer~~ shall provide to the Association, ~~by 31 January~~ in cases of tenure ~~and promotion, and contract renewal and academic leave, -an up-date of all outstanding and withdrawn applications provided in 3.3.1 (d) (v), on the the following information for decisions taken on or before the previous 15 31 December (January report) and on or before 30 April (June report. )-~~The report will include the name of the member concerned, the type of dossier, ~~the date of the application,~~ the department, ~~school, institute or faculty,~~ ~~whether the resulting recommendations were positive or negative, at each stage, and whether the decision was positive, negative, or deferred where applicable. Similar information will be provided by 15 June in cases of promotion (and tenure cases where applicable) for decisions taken on or before the previous 30 April. The reports shall also include information on the status of any file where the process remains incomplete.~~
- \*6.5.2 (NEW) The Employer shall provide to the Association, in cases of academic leave, an up-date of all outstanding and withdrawn applications provided in 3.3.1 (d) (vi), on the January and June report. The report will include the name of the member concerned, the department, school institute or faculty.

## ARTICLE 7 - Employment of nonmembers

### Section 7.1 - Conditions

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

- (a) A full-time student enrolled at the University of Ottawa may be assigned to teach a course, provided she is a graduate student or is in the last year of a four-year undergraduate program and provided further that, except during the spring/summer term, she shall not normally teach more than the equivalent of 1 regular one-term course per term.
- (b) A person employed at the University of Ottawa, whose principal tasks are not of the type normally included in the workload of members of the bargaining unit, may be assigned teaching tasks, provided that, in any one term, she shall not be given a teaching assignment equivalent to more than one (1) regular one-term course as part of her normal workload. The foregoing shall not be construed as referring to persons temporarily excluded from the bargaining unit but who continue to hold a professorial rank.
- (c) Any courses which are not staffed by members of the bargaining unit as part of their assigned teaching load may be assigned to APTPUO part-time professors, sessional lecturers, visiting professors or professors seconded from other institutions. In any 2 consecutive terms, a sessional lecturer or an APTPUO part-time professor shall not be given a teaching assignment equivalent to more than 5 regular one-term courses.

### Section 7.2 - Limits

In recognition of the objective to continually improve the quality of education, the parties agree to work collaboratively towards the achievement of the goals as set out in the University's strategic plan. Once a year, at one of the JCCC, the employer will present the APUO with the previous year's data on the progress towards the strategic target of the University. The employer agrees not to increase, above its 1983-1984 level, the proportion of the budgeted remuneration of academic staff and language teachers allocated, at the start of a

~~fiscal year, for the appointment of nonmembers. Furthermore, the employer will do everything within its power to ensure that, by the end of the fiscal year, the proportion of the teaching staff salary budget actually expended for the remuneration of nonmembers is, for all faculties, no greater than it was in 1983-1984. In calculating the above-mentioned proportions, with regard to the allocated or expended portions of the budget, the following are not taken into consideration:~~

- ~~(a) — the remuneration of students employed as teaching assistants or demonstrators;~~
- ~~(b) — the remuneration of persons who are excluded from the bargaining unit but who hold a professorial rank;~~
- ~~(c) — the appointment of clinical teaching professors of the Faculty of Medicine who are excluded from the bargaining unit;~~
- ~~(d) — sessional teachers used to teach courses normally taught by a member who is on leave, or whose teaching assignment is reduced in accordance with 6.3.3 or 6.3.4.~~

~~The above-mentioned proportion is established by calculating the proportion represented by the budget — allocated or expended, as the case may be — for the appointment of visiting or seconded professors, students assigned teaching duties, and sessional lecturers, in relation to the sum of the budget allocated or expended for the appointment of faculty members of the bargaining unit and the amount allocated or expended for the above-mentioned nonmembers.~~

### **Section 7.3 - Information**

#### **\*7.3.1**

The ~~e~~Employer's ~~liaison officer~~ advises the Association:

- ~~(a) in May of each year,~~ 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, sessional lecturers, and students assigned teaching duties.
- ~~(b) as soon as possible following the end of the fiscal year,~~ of the salaries paid in each faculty during the fiscal year ~~for in~~ the ~~four employee~~ categories described above.

## **ARTICLE 8 - Absence of discrimination**

### **Section 8.1 - \*Absence de discrimination**

#### **\*8.1.1**

Sous réserve des dispositions particulières figurant à la section 8.2, les parties conviennent qu'aucun membre de l'unité de négociation ne sera l'objet de discrimination, d'ingérence, d'entrave ou de contrainte en matière de salaire, d'avantages sociaux, de nomination au sein de l'Université, de rang, de promotion, de permanence, de renouvellement de contrat, de congé universitaire ou autre congé, de congédiement ou mise à pied, de mesures disciplinaires, ou de toute autre modalité ou condition d'emploi en raison de son âge, de sa race, de ses croyances, de sa couleur, de sa citoyenneté ou de son statut de résident permanent, de son origine nationale ou ethnique, de sa langue, de ses affiliations ou croyances politiques ou religieuses, de son sexe, de son orientation sexuelle, de son état civil, de ses liens de parenté, de son lieu de résidence, d'une infirmité, d'un casier judiciaire ou d'un dossier d'infractions, de son adhésion à l'Association ou aux activités de celle-ci, ou de son retrait de l'Association ou de toute autre discrimination conformément au Code des droits de la personne de l'Ontario. Au surplus, tout membre de l'unité de négociation pourra avoir recours à toute autre disposition antidiscriminatoire d'une loi fédérale ou provinciale applicable.

#### **\*8.1.2 (NEW)**

**Accommodation** The employer has a duty to accommodate as defined in the Ontario Human Rights Code. Accommodation requests shall be initiated by the member and shall be dealt with

on a case by case basis. The employer, the Association and the member will cooperate to find reasonable accommodation.

### **Section 8.2 - Further provisions**

~~\*8.2.5 For the purposes of this article, reference to "handicap" shall mean a reference to "physical or mental handicap, illness or incapacity, including addictive illness or alcoholism".~~

## **ARTICLE 11 - Language requirements**

### **Section 11.2 - Procedures**

\*11.2.4 If the member's proficiency is not established to the satisfaction of the ~~dean~~Dean or the FTPC, the ~~dean~~Dean may ask that the member take a test appropriate to the required level of competence defined in this article and stated in the initial letter of appointment, such test to be administered by the Official Languages and Bilingualism Institute (OLBI). Members have the right to take the OLBI test as early and as often as they choose. Any test result is confidential until the member releases it.

## **ARTICLE 12 - Dossier du membre**

### **Section 12.1 - General provisions**

\*12.1.1 A member's file consists of two parts: the human resource file and the faculty file. A member's faculty file consists of three (3) sections: the career development section, the confidential section and the personal section, confidential and open. The first part is kept at Human Resources Service; the other ~~two~~ is kept in the ~~d~~Dean's office. ~~Copies of documents from the open section of the file may be kept in the department.~~ Documents ~~from the confidential section of the file or~~ kept in any other location or in any other manner shall not be considered part of a member's file pursuant to this agreement and, ~~until placed in said file,~~ shall not be used for assessment or evaluation of a member or to a member's detriment.

\*12.1.2 ~~Anonymous documentation~~ No anonymous documentation shall be kept in a member's file. "Anonymous documentation" means unsigned letters, documents and petitions. Collective teacher evaluations and minutes of meetings are not considered to be anonymous

\*12.1.4 (NEW) Upon reasonable notice, a member, or her delegate duly authorized in writing, may consult the personal and career development section of her file, at the office of the Dean during business hours and may obtain at her own expense copies of any documents therein. Access shall be in the presence of the Dean or her delegate. Under no circumstances can the file itself nor any part of the file be removed from the Dean's office by the member or her delegate.

\*12.1.5 (NEW) Members may respond in writing to any material in their faculty file. When a member chooses to respond in writing to a document in the confidential section of her file, she shall respond to the redacted version, use the copy pursuant to 12.4.2 The responses will be appended to both the original and redacted document.

\*12.1.6 (NEW) Removal of materials from the file The materials shall only be removed from the file in the following circumstances:  
a) once the Dean determines, upon receipt of proof that the said material is false, irrelevant or inaccurate information in a members file; or

b) by mutual consent of the Dean and the member.

**Section 12.2 - ~~Personal section of the file~~ Human Resources part of the member's file**

\*12.2.1 The personal section of a member's file, which is kept at Human Resources Service, Human Resources part of a member's file contains documents pertaining to fringe benefits, salary and deductions, and the member's disability status (if any).

**Section 12.3 - ~~Confidential Faculty File: Career development~~ section of the file**

\*12.3.1 The ~~confidential~~ This section of the file is accessible to the member, her chair, DTPC, Dean, FTPC and the Joint Committee. It consists of:

- i) all documentation related to the hiring of a member including letters of recommendation (identity redacted);
- ii) all academic leave application documentation referred to in this agreement;
- iii) all contract renewal and promotion and tenure application documentation referred to in this agreement including letters from external evaluators (identity redacted);
- iv) annual reports;
- v) workload assignments; and
- vi) direct peer review of teaching (identity redacted).

~~recommendations and evaluations requested by the employer or the FTPC and authored by persons who are not members of the regular staff at the University of Ottawa, letters requesting such evaluations and recommendations, complaint letters and reports submitted by Teaching Evaluators in accordance with article 24. Signed complaints against a member by a student or a group of students shall also be placed in the confidential section of the file, except where a copy is available to the member and the member requests that it be placed in the open section of the file.~~

\*12.3.2 ~~Lorsqu'il verse du matériel à la partie confidentielle du dossier du membre, le doyen ou son délégué doit envoyer au membre une copie de ce matériel en n'y enlevant que les passages pouvant servir à identifier l'auteur de l'évaluation ou de la plainte, selon le cas. Le membre intéressé a le droit de verser à la partie confidentielle et ouverte de son dossier une réplique écrite au matériel ainsi ajouté à son dossier.~~

\*12.3.3 ~~Un inventaire des documents contenus dans la partie confidentielle du dossier est inclus dans la partie ouverte du dossier, en précisant la date et le sujet des documents.~~

\*12.3.4 ~~Apart from the employer and its representatives, only the FTPC and the Joint Committee shall have access to the confidential section of the file of the member regarding whom they must make a decision or a recommendation.~~

\*12.3.5 ~~A member may request, by writing to her dean, that certain documents in the member's file be subject to confidentiality safeguards (relative to disclosure to the member) beyond those provided for in this agreement. Notwithstanding 12.3.2, where such a request has been forwarded to the dean, the dean shall not forward to the member a copy of any such document, with or without the deletions prescribed by 12.3.2. Once the member has formally requested in writing that such documents remain confidential, she is not thereafter entitled to request copies.~~

## **Section 12.4 - Faculty File: Confidential section of the file**

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

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

~~**\*12.4.2** Lorsqu'il verse du matériel à la partie confidentielle du dossier du membre, le doyen ou son délégué doit envoyer au membre une copie de ce matériel en n'y enlevant que les passages pouvant servir à identifier l'auteur de l'évaluation ou de la plainte, selon le cas.~~ When placing material in the confidential section of the file, the Dean or his delegate shall forward to the member a copy of that material, deleting only passages which could identify the author of the complaint or evaluation, as the case may be.

~~**\*12.4.1** La partie ouverte du dossier comprend tout autre matériel relatif à la carrière du membre, y compris le matériel qui précède l'engagement (sauf les lettres de recommandation), la correspondance, le dossier salarial et l'inventaire du matériel contenu dans la partie confidentielle. Le doyen envoie au membre copie de tout le matériel ajouté à la section ouverte de son dossier et le membre a de plus le droit de faire ajouter à son dossier tout matériel, y compris ses commentaires écrits ou provenant de tierces parties, pourvu que le mode de sollicitation, s'il y a lieu, soit dévoilé.~~ **\*12.4.2** Upon reasonable notice, a member or her delegate may consult the open section of her file at the office of the dean during business hours and may obtain at her own expense copies of any documents therein. Access to a member's file, by the member or her delegate, shall be in the presence of the dean or her delegate. Under no circumstances can the file itself nor any part of the file be removed from the dean's office by the member or her delegate.

~~**\*12.4.3** Mis à part l'employeur et ses représentants, et le membre lui-même ou son délégué dment autorisé par écrit, seuls le directeur du département, le CPED, le CPEF et le Comité mixte ont accès à la partie ouverte du dossier du membre, lorsqu'ils ont une recommandation à faire ou une décision à prendre concernant ce membre. Nonobstant ce qui précède :~~  
~~les données salariales ne sont communiquées ni au CPED ni au CPEF ;~~  
~~un CPE peut demander au doyen de lui fournir tout document pertinent provenant de la partie ouverte du dossier des autres membres, et le doyen ne pourra pas refuser sans raison valable ;~~  
~~lorsqu'une réunion pré-grief ou de première étape est convoquée à la suite d'une lettre de désaccord ou d'un avis de grief, et que l'agent de liaison de l'Association le demande, le doyen lui fait parvenir une copie de la documentation pertinente contenue dans la partie ouverte du dossier.~~

**\*Section 12.5 (NEW) - Faculty File: Personal section of the file** This section of the faculty file is accessible to the member and her Dean. It consists of all other documents not specifically referred to in the previous sections will be stored in the Personal file including complaints (identity redacted). This includes but is not limited to annual reviews (with the exception of the process related in 23.2.3), grants, patents, contracts, research funds and travel expenses.

## ARTICLE 13 - Grievances and arbitration

### Section 13.4 – Step 1: Filing a grievance

- \*13.4.2 **Step 1 meeting** ~~The employer's liaison officer shall arrange for a~~ A Step 1 meeting shall take place no more than to be held within 10 fifteen (15) working days of receipt of the written notice of grievance, or such other time as agreed to by the liaison officers, to be attended by the liaison officers or their delegates, the grievor, and the dean, it being understood that:
- (a) in the case of a grievance against a decision of the Joint Committee, Board, or Administrative Committee, the Vice-President Academic and Provost or her delegate shall replace the dean;
  - (b) in the case of a group grievance, an authorized spokesman shall attend for the group and shall deliver to the liaison officers, in writing, a list of the members of the group;
  - (c) in the case of a grievance initiated by the Association, the president of the Association or her delegate shall attend as the grievor.
- \*13.4.3 **Waiver of Step 1 meeting** The ~~parties liaison officers~~ may consent to waive the Step 1 meeting requirement, in which case the time limits for any following steps shall be counted from the date of their signing an agreement to waive the meeting.
- \*13.4.5 **Step 1 memorandum** Within five (5) working days of the conclusion of the Step 1 meeting, or such other delay as agreed to by the liaison officers, the result of the meeting shall be set out in a memorandum signed by the liaison officers and copies thereof shall be forwarded to the persons who attended the meeting.

### Section 13.5 - Step 2: Formal Grievance Committee (FGC)

- \*13.5.1 Where a grievance, other than a grievance which bypasses Step 2 pursuant to 13.4.6, is not resolved at Step 1, the grievor may submit the grievance to the FGC (as constituted under appendix E) by forwarding to the employer's liaison officer a request to that effect within ~~10- fifteen (15)~~ working days of receipt of the Step 1 memorandum.
- \*13.5.2 The Association's liaison officer shall, within fifteen (15) working days following the forwarding of the-referral to the FGC under 13.5.1, advise the employer's liaison officer whether the grievance is proceeding as an Association grievance.
- \*13.5.3 **Time limits for FGC hearing** The FGC shall convene a hearing of the grievance within twenty (20) working days of receipt, by the employer's liaison officer, of the notice from the Association under 13.5.2.
- \*13.5.4 Each member of the FGC shall have a single vote, with any member having the right to abstain. An FGC decision is a determination of a grievance by the FGC supported by at least two (2) of its members, unless the matter is heard by a chair sitting alone in accordance with paragraph E.1 of appendix E, in which case it shall be the determination of the chair.
- \*13.5.5 The chair of the FGC shall ensure that the written decision of the FGC, or notification of a failure to arrive at a decision, is forwarded to the liaison officers and the grievor within ten (10) working days after the termination of the hearing of the grievance.

### **Section 13.6 - Step 3: Arbitration**

- \*13.6.1 Within fifteen (15) working days following receipt of the FGC decision or notice of failure to arrive at a decision, or the Step 1 memorandum in cases which bypass Step 2 pursuant to 13.4.6, either party may refer the grievance to arbitration, by a written notice to the other party stating briefly the nature of the grievance and the name of the grievor(s). In cases involving the giving of basic progress, leaves (including academic and professional leaves), the non-renewal of a limited term regular appointment, or the issuance of a written reprimand, there shall be a one-person board of arbitration. In all other cases, there shall be a three-person board of arbitration, unless otherwise agreed by the parties.
- \*13.6.3 Within ten (10) working days following receipt of the supplementary notice provided for in 13.6.2, the recipient shall forward a written reply, stating the recipient's nominee to the board of arbitration, in cases to be heard by a three-person board as determined under 13.6.1, and any objections to the question formulated.
- \*13.6.4 Chair of board of arbitration Within fifteen (15) working days following receipt of the reply to the notice of referral to arbitration, or, where there is no such reply in cases of a one-person board of arbitration, within twenty-five (25) working days following receipt of the supplementary notice provided for in 13.6.2, the parties shall appoint a chair of the board of arbitration. In the event that the parties are unable to agree upon a chair within the above time limit, the parties to the collective agreement shall choose the chair by lot from a list of four (4) arbitrators, each party to the collective agreement proposing two (2) taken from a list of four (4) names submitted by the other. In the case of a one-person board of arbitration, the term chair shall be read as sole arbitrator.
- \*13.6.6 In the case of a three-person board of arbitration, a decision by at least two (2) members of the board of arbitration shall be final and binding on the parties. In the event that the board fails to arrive at a decision supported by at least two (2) members, the decision of the chair shall be final and binding on the parties.

## **ARTICLE 16 - Autres comités de pairs**

### **Section 16.1 - Comité du personnel des bibliothécaires**

#### **16.1.3 Mandat et procédures d'exécution du mandat**

##### **16.1.3.1 The LPC:**

- (a) shall make recommendations and give opinions on matters entrusted to it by this agreement, when these matters are referred to it by the University Librarian;
- (b) shall give advice on any other matter, regardless of whether it is or is not provided for in this agreement, requested by the ~~regarding which the~~ University Librarian ~~requests its opinion.~~

The LPC shall make recommendations and give advice in accordance with this collective agreement and with the aim of maintaining, within the Library Network, appropriate standards of quality for professional services provided to the university community.

## **ARTICLE 17 - Engagements**

### **Section 17.1 - Dispositions générales**

#### **17.1.4 Lettre d'engagement**

17.1.4.1 An initial appointment or a reappointment, be it regular or special, shall be communicated to the academic staff member by a letter of appointment. The , a copy of the letter of appointment when ~~ich~~, signed by the member, shall serve as a contract between the member and the ~~employer~~ Employer.

\*17.1.4.2 La lettre d'engagement doit, dans tous les cas d'engagement -- qu'il s'agisse d'un engagement régulier ou d'un engagement spécial -- préciser :  
a) le statut du membre et son rang s'il y a lieu,  
b) le salaire nominal, et le salaire régulier s'il est différent,  
c) dans le cas des membres réguliers, les années d'expérience reconnues au niveau universitaire,  
d) ainsi que la durée précise de l'engagement,  
e) une adresse web permettant de visualiser la convention collective en vigueur; et  
f) une adresse web fourni par l'Association.

### **Section 17.7 - Bibliothécaires**

\*17.7.1.3 Lorsque l'employeur décide qu'un poste doit être comblé, les modalités suivantes s'appliquent:  
(a) le poste doit être comblé sans délai indu ou déraisonnable;  
(b) le bibliothécaire en chef, après consultation du responsable de l'unité administrative intéressée et du CPB, décide si le poste doit être comblé d'une façon régulière ou temporaire, étant entendu que sa décision doit être prise au plus tard dix (10) jours ouvrables après la consultation du CPB. S'il décide de combler le poste d'une façon temporaire, il consulte aussi le CPB sur les diverses possibilités décrites à 17.7.2.1 à ce sujet.

\*17.7.1.4 Toutes les fois que, conformément aux dispositions de la présente convention, un poste vacant doit être annoncé, les dispositions suivantes s'appliquent.  
~~(a) L'annonce d'un poste vacant doit toujours être faite au sein du réseau des bibliothèques de l'Université d'Ottawa. Le cas échéant, cette annonce est faite au moyen des tableaux d'affichage mentionnés à 31.1.2 et du bulletin de nouvelles du réseau, et peut être diffusée à l'interne par message électronique.~~  
(ba) Lorsque ~~l'~~ l'annonce d'un poste vacant doit être faite au sein et en dehors du réseau des bibliothèques de l'Université d'Ottawa, elle est faite à l'aide des moyens technologiques appropriés. Il peut s'agir, entre autres, de listes de distribution et de tableaux d'affichage électroniques, d'annonces imprimées ou électroniques dans les journaux, d'annonces imprimées ou électroniques diffusées dans les écoles de bibliothéconomie, les associations de bibliothèques et d'autres organismes connexes.  
(eb) L'annonce d'un poste vacant doit contenir les renseignements suivants :  
(i) le titre et les qualifications exigées du poste;  
(ii) l'unité administrative à laquelle le poste est affecté au sein du réseau des bibliothèques;  
(iii) une brève description des tâches;  
(iv) un énoncé que le salaire est déterminé selon les qualifications;  
(v) les exigences linguistiques particulières à ce poste, s'il en est;  
(vi) la durée du concours;  
(vii) le fait que le poste fait partie de l'unité de négociation;  
(viii) tout autre renseignement pertinent.



\*17.7.1.6

The following provisions apply when the University Librarian, pursuant to the provisions of this agreement, is to consult a selection committee prior to filling a vacant position. The committee shall be composed of:

- ~~(a) The committee shall be composed at least of the following persons:~~
- ~~(ia)~~ the University Librarian or her delegate, who ~~shall act as chair and~~ shall not have the right to vote;
- ~~(ib)~~ the head of the administrative unit to which the position is attached or, in the case where the head is the University Librarian, any other person designated by her, who will serve as chair;
- ~~(ic)~~ a member of the LPC, chosen by it;
- ~~(d)~~ The University Librarian may, after consulting the other committee members, invite one (1) or two (2) other persons whose experience may be useful to join the committee.

\*17.7.1.6.1 (NEW) Procedures

- ~~(a) The chair of the selection committee shall give copies of all documentation provided by the candidates to the selection committee.~~
- ~~(b) Selection committee members shall have access to all available documentation regarding the candidates, and they shall decide which candidates are to be interviewed, it being understood that the University Librarian may add candidates of her choosing.~~
- ~~(c) The Chair shall establish a schedule for interviewing all selected candidates.~~
- ~~(ed)~~ For each of the candidates to be interviewed, the University Librarian Chair shall prepare a file for the selection committee members, to be given to them at least three (3) working days before the interviews.
- ~~(e) The interview process for continuing appointment positions shall may allow for a presentation by all interviewed candidates, in an open format. In this event, Librarian members' shall be provided with a way to provide input to the selection committee.~~
- ~~(f) All decisions made by the Selection Committee shall be documented. After the appointment process is completed, copies of said documentation shall be filed in the Office of the University Librarian.~~
- ~~(dg)~~ Within ten (10) days of the final interview, ~~t~~The selection committee shall give ~~to~~ the University Librarian a written statement of its recommendation and its reasons therefor, and shall place the other candidates in order of preference, it being understood that if no candidate is deemed capable of filling the position, the committee's recommendation shall so state.
- ~~(eh)~~ The University Librarian shall give proper consideration to the recommendation of the selection committee, and shall decide, no later than 10 (ten) working days after receiving this recommendation, which candidate's appointment to recommend to the Administrative Committee or its delegate. In the event that the University Librarian's recommendation differs from that of the selection committee, the University Librarian shall inform the selection committee and forward its recommendation to the Administrative Committee or its delegate.
- ~~(fi)~~ When the Administrative Committee or its delegate decides to appoint a person, the selection committee members and the candidates interviewed for the position shall be promptly informed by the chair, in writing, of the decision including reasons, within ten (10) working days, and the procedure for filling the position shall be completed as soon as possible.

\*17.7.1.9 Un bibliothécaire syndiqué, qui a postulé un poste vacant et qui ne l'a pas obtenu, peut faire un grief contre la décision de l'employeur pourvu qu'il soumette son grief dans les dix (10) jours ouvrables suivant l'annonce faite conformément à 17.7.1.56(f).

## 17.7.2 Dotation temporaire

\*17.7.2.2 Nomination intérimaire Lorsque le bibliothécaire en chef décide de combler un poste d'une façon temporaire en procédant à une nomination intérimaire, les dispositions suivantes s'appliquent.

- (a) Cette nomination consiste à assigner au poste vacant un bibliothécaire déjà au service de l'employeur.
- (b) Cette nomination ne peut pas être pour une durée moindre que vingt (20) jours ouvrables, et elle ne peut dépasser douze (12) mois.
- (c) Un bibliothécaire peut refuser une nomination intérimaire qui lui est offerte sans que cela puisse être pris en considération dans une décision ou évaluation ultérieure.
- (d) Le bibliothécaire en chef peut proposer, sans autre formalité, une nomination intérimaire à tout bibliothécaire syndiqué qu'il juge apte à remplir un poste, pourvu que cette nomination soit faite pour une période de trois (3) mois au plus et qu'elle ne soit pas renouvelable sans que les modalités prévues à (e) ci-dessous s'appliquent.
- (e) Lorsque le bibliothécaire en chef prévoit qu'une nomination intérimaire dépassera 3 mois:
  - (i) il doit annoncer le poste à l'intérieur selon les modalités prévues à 17.7.1.4(a) et (eb) et à 17.7.1.5;
- (f) Le bibliothécaire en chef doit informer par écrit le bibliothécaire bénéficiant d'une nomination intérimaire de la durée de sa nomination, de sa charge de travail modifiée et, s'il y a lieu, des modifications apportées à sa rémunération.
- (g) Lorsqu'un bibliothécaire, nommé intérimaire dans un poste, continue à remplir une partie des tâches du poste qu'il occupe normalement, son salaire est augmenté en conséquence.
- (h) Lorsqu'un bibliothécaire est nommé intérimaire et, si le bibliothécaire continue à remplir une partie des tâches du poste qu'il occupe normalement, son salaire est augmenté d'une (1) PDR, ces augmentations étant en vigueur pour la durée de la nomination intérimaire, alors que le membre s'acquitte des tâches additionnelles. Lorsque 18.2.4.3 s'applique, l'augmentation vient s'ajouter au traitement prévu à 18.2.4.3.
- (i) Un bibliothécaire bénéficiant d'une nomination intérimaire continue d'être membre de l'unité de négociation, à moins d'en être exclu conformément aux dispositions de l'article 3 de la présente convention.

\*17.7.2.3 **Bibliothécaire remplaçant** Un poste peut être doté temporairement par l'engagement d'un bibliothécaire remplaçant lorsqu'il s'agit de remplacer un bibliothécaire en congé ou assigné à d'autres tâches, ou de combler temporairement un poste régulier, ou pour toute autre raison convenue par les parties, étant entendu qu'un poste régulier ne sera pas comblé par des bibliothécaires remplaçants pendant plus de six (6) mois. Le cas échéant, les dispositions suivantes s'appliquent.

- (a) Le poste vacant sujet à un engagement de cette nature doit être annoncé selon les modalités prévues à 17.7.1.4.
- (b) Le bibliothécaire en chef doit consulter le CPB à propos des candidatures avant de procéder à un engagement. Cette consultation se fait, mutatis mutandis, conformément aux dispositions prévues à 17.7.1.6.1(b), (ed) et (eg).

- (c) L'engagement d'un bibliothécaire remplaçant est fait pour une période d'au moins trois (3) mois et d'au plus douze (12) mois.
- (d) L'engagement à titre de remplaçant ne peut être renouvelé plus d'une fois; sans égard à la durée de l'engagement initial, un renouvellement est pour une période d'au moins trois (3) mois et d'au plus douze (12) mois.
- (e) Le bibliothécaire remplaçant est membre de l'unité de négociation, à moins d'en être exclu conformément aux dispositions de l'article 3 de la présente convention.
- (f) Un bibliothécaire remplaçant qui postule un engagement préliminaire ne bénéficie d'aucun droit préférentiel par rapport aux autres postulants. Si un engagement régulier lui est offert, l'expérience acquise comme bibliothécaire remplaçant lui est reconnue comme expérience professionnelle; et celle qu'il aurait ainsi acquise au cours des douze (12) mois précédant immédiatement un engagement préliminaire sera considérée comme faisant partie de la tranche de son engagement préliminaire qui dépasse douze (12) mois.

Nonobstant ce qui précède, lorsqu'un remplacement, ou un prolongement de remplacement, est requis en raison d'un congé de maternité ou d'un congé parental, l'engagement de remplacement se poursuit jusqu'à la date effective du retour de congé de la personne remplacée.

\*17.7.2.4 **Bibliothécaire invité** L'employeur peut engager un bibliothécaire invité pour exécuter un projet spécial requérant des qualifications particulières telles qu'il ne peut être assumé par les bibliothécaires membres de l'unité de négociation, ou pour donner suite à des échanges de personnel avec d'autres universités ou organismes. Le cas échéant, les dispositions suivantes s'appliquent.

- (a) Un engagement à ce titre ne peut pas dépasser douze (12) mois.
- (b) Le bibliothécaire en chef ne peut procéder à l'engagement d'un bibliothécaire invité sans avoir consulté le responsable de l'unité administrative intéressée et le CPB au préalable, et avoir donné toute la considération voulue à leurs recommandations.
- (c) Un bibliothécaire invité n'est pas membre de l'unité de négociation.

### **17.7.2.5 Bibliothécaire à temps partiel**

\*17.7.2.5.2 Pendant chaque période de douze (12) mois commençant avec le premier contrat dans l'année universitaire, la durée totale d'emploi de tout bibliothécaire à temps partiel ne peut pas dépasser 4 mois par tranche de 6 mois. Il n'y a aucune limite quant au nombre de réengagements.

\*17.7.2.5.4 La proportion de bibliothécaires à temps partiel ne doit jamais dépasser dix pour cent (10 %) de l'effectif des bibliothécaires à temps complet qui ont des postes réguliers.

### **17.7.3 Dotation régulière**

\*17.7.3.2 Lorsque le bibliothécaire en chef a décidé de combler un poste d'une façon régulière, il doit ~~d'abord afficher le poste à l'intérieur du réseau des bibliothèques pendant au moins 10 jours ouvrables afin de donner l'occasion aux bibliothécaires syndiqués qui le désireraient de postuler le poste.~~

- (a) Cette annonce ~~interne~~ du poste à combler se fait conformément aux dispositions de 17.7.1.4(a) et (c**b**).
- (b) ~~Si au moins un bibliothécaire syndiqué, et bénéficiant déjà d'un engagement continu, pose sa candidature, l~~e processus de sélection décrit à 17.7.1.5-6 est suivi.

- (c) Un candidat est choisi en fonction de sa compétence et de son potentiel, et il doit posséder les qualifications nécessaires pour satisfaire à toutes les exigences du poste - y compris les exigences linguistiques particulières à ce poste, s'il en est -- étant entendu qu'à qualification égale, ~~le processus décrit à 17.6.2.2 est suivi, c'est la durée de temps au service de l'employeur en tant que bibliothécaire qui prévaudra dans le choix du candidat.~~
- (d) Si un bibliothécaire syndiqué bénéficiant déjà d'un engagement continu est choisi, il obtient le poste par voie de mutation. La mutation ne change rien à son rang et son salaire à moins qu'une prime administrative est accordée aux termes de 18.2.4.3.
- (ie) Le rendement du bibliothécaire muté à un poste vacant est évalué, selon les modalités prévues à 23.5.2 pour l'évaluation du rendement, au moins ~~six (6)~~ six (6) mois et au plus tard ~~douze (12)~~ douze (12) mois après avoir été muté. Si, suite à cette évaluation, le bibliothécaire en chef estime -- après consultation du CPB concernant le rendement du membre -- que le bibliothécaire muté ne satisfait pas aux exigences du poste, il peut le muter de nouveau dans un poste vacant dont les qualifications exigées correspondent à celles du poste que le bibliothécaire occupait avant d'avoir été muté, étant entendu que ce dernier bénéficie d'une préférence pour tout poste vacant pour lequel les qualifications exigées sont équivalentes à celles de son ancien poste.
- ~~\*17.7.3.3 (e) Si le candidat choisi ne bénéficie pas déjà d'un engagement continu, suite à l'application des dispositions prévues à 17.7.3.2, aucun bibliothécaire syndiqué, et bénéficiant déjà d'un engagement continu, fait acte de candidature ou satisfait aux exigences d'un poste vacant, le bibliothécaire en chef peut le combler par la voie d'un engagement préliminaire. Le cas échéant:~~
- ~~(a) le poste en question est annoncé à l'extérieur du réseau des bibliothèques, conformément aux dispositions de 17.7.1.4(b) et (c);~~
- ~~(b) le processus de sélection décrit à 17.7.1.5 est suivi;~~
- (ie) le candidat choisi se voit offrir un engagement préliminaire dont les caractéristiques sont décrites à 17.7.3.4 ;
- (dii) un rang approprié selon 17.7.3.5 est offert au candidat choisi.

\*17.7.3.43

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

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

\*17.7.3.54

In determining the rank of a newly hired librarian who becomes a member of the bargaining unit, due consideration shall be given to (i) years of experience, (ii) scholarly activities, (iii) professional/academic service, administrative duties, and the rank shall be consistent with the criteria for promotion, as defined in 18.2. Moreover, it is understood that, if the new

librarian's years of experience do not meet these criteria, less experience may suffice in cases where said experience is particularly relevant to the position.

## ARTICLE 18 - Engagements continus, permanence, et promotion pour bibliothécaires, professeurs de langue, conseillers

### Section 18.1 - Bibliothécaires: Engagements continus

- \*18.1.2.1 A continuing appointment shall be granted to a librarian member when:
- (a) her performance, evaluated in accordance with the provisions of section 23.5, is satisfactory;
  - (b) the specific conditions of the preliminary appointment, if any, are met;
  - (c) ~~She~~ she has completed a preliminary appointment of thirty-six (36) months.
- \*18.1.2.2 The performance of a librarian holding a preliminary appointment shall be evaluated annually during that appointment, it being understood that:
- (a) the first evaluation shall be carried out at the end of the first year;
  - (b) the ~~third~~ final evaluation shall be carried out at least six (6) months before the end of a preliminary appointment of thirty-six (36) months;
  - (c) the evaluations shall be carried out in accordance with the provisions of 23.5.2 for the annual evaluation of performance;
  - (d) following these ~~3~~ evaluations, the University Librarian shall solicit from the immediate supervisor and the LPC -- after informing them of the results of these evaluations and, if applicable, of the specific conditions of the member's preliminary appointment -- their recommendations as to the appropriateness:
    - (i) in the case of the first evaluation, of continuing or terminating the member's preliminary appointment;
    - (ii) in the case of the ~~third~~ final evaluation, of granting or refusing a continuing appointment to the member or, ~~where the preliminary appointment was for 36 months in accordance with 17.7.3.4(a)~~, of extending the preliminary appointment by twelve (12) months before making a final decision.
- \*18.1.2.5 La décision d'accorder ou non un engagement continu au membre, suite à la ~~troisième~~ dernière évaluation de son rendement au cours de son engagement préliminaire, est prise par le Comité d'administration, étant entendu que celui-ci:
- (a) donne toute la considération voulue à la recommandation du CPB et à celle du bibliothécaire en chef;
  - (b) doit prendre sa décision, et en informer le membre par l'intermédiaire du bibliothécaire en chef, au plus tard:
    - (i) trente (30) mois après le début de l'engagement préliminaire d'un bibliothécaire;

Lorsque, pour des raisons non attribuables aux actes du membre ou au déroulement du processus de désaccord prévu par la convention collective, l'employeur n'est pas en mesure de respecter les échéances précisées en (b), en ne tenant pas compte du nombre de jours pris pour le processus de désaccord, les parties peuvent s'entendre pour prolonger ces échéances, étant entendu, cependant, que le contrat du membre est prolongé de vingt (20) jours ouvrables à l'expiration.

## ARTICLE 20 - Fonctions universitaires

### Section 20.5 - Librarian activities

- \*20.5.3.1.1 A librarian member's scholarly activities are those which contribute:
- through research activities to the advancement of knowledge in her area of specialization;
  - through artistic/literary creation to the advancement of the arts and letters;
  - through various professional development activities to the advancement of the library profession.

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

## ARTICLE 22 - Workload

### 22.2 – Teaching

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

### Section 22.3 - Librarians

#### 22.3.1 General

- \*22.3.1.5 Nonobstant les dispositions prévues à 22.3.1.1(b), le bibliothécaire en chef peut, à la demande d'un membre, modifier temporairement la description de tâches de ce membre et inclure dans la charge de travail de celui-ci une activité savante spécifique ou un service particulier à la communauté universitaire. Le bibliothécaire en chef ne doit pas déraisonnablement refuser la demande. Le cas échéant:
- cette modification à la charge de travail ne saurait valoir que pour une période de courte durée;
  - l'activité spécifique à laquelle le membre veut se livrer fera partie de celles sujettes à l'évaluation de son rendement en fin d'exercice;
  - l'acceptation d'une telle demande ne doit pas se faire au détriment des exigences du service ~~et ne doit impliquer, à moins que le bibliothécaire en chef y consente expressément, ni le remplacement du bibliothécaire en question pour ce qui concerne l'exécution des tâches figurant à sa description normale de tâches, ni aucun autre coût additionnel à l'employeur, étant entendu que le bibliothécaire en chef fera tout son possible pour accommoder un projet valable.~~

## ARTICLE 23 - Revue et évaluation

### Section 23.5 - Librarians

- \*23.5.2 ~~Performance appraisal~~ Annual review An annual review shall be conducted for all librarian members, ~~except for librarian members in their final year of service prior to retirement.~~

- \*23.5.2.1 ~~A librarian member's performance appraisal~~ The annual review shall assess a member's performance of her responsibilities, as set out in article 20.5, concerns the tasks in her job description and all other duties assumed by the member in accordance with the provisions of 17.7.2.2, 21.2.2, 22.3.1.3, 22.3.1.5, or 22.3.4.

- \*23.5.2.2 For the purpose of the review, the member shall submit by 1 June:  
(a) an annual activity report;  
(b) an up to date Curriculum Vitae;  
(c) any other documents that the member determines to be relevant.  
 The ~~performance appraisal annual review~~ shall be done, for the duration of this agreement, by means of ~~the~~ annual review form which was approved by the parties in ~~2012~~2013. It is understood that the annual review form may be revised from time to time with the consent of the parties.~~The member shall submit her report by 1 June.~~
- \*23.5.2.3 The ~~annual review performance appraisal~~ shall first be done by the immediate supervisor who shall, before forwarding it to the University Librarian or her delegate, inform the member concerned of its contents and discuss it with her. ~~In cases where the immediate supervisor has not supervised the member directly for a full cycle, the performance appraisal will be deferred until a full cycle has elapsed.~~The member may, within ten (10) days of when confirming in writing that she has been made aware of the ~~evaluation review by her immediate supervisor,~~  
(a) add her own comments to the review, provided that she does this within 5 working days of receiving said evaluation and discussing it with her immediate supervisor.  
(b) submit an appeal of her annual review to the University Librarian pursuant to article 23.5.3.
- \*23.5.2.4 The ~~annual review evaluation by the immediate supervisor~~ shall indicate clearly how the member's performance, with respect to each of the four (4) categories of librarian activities defined in 20.5.1 (professional activities), 20.5.2 (administrative activities), 20.5.3 (scholarly activities) or 20.5.4 (academic service activities) has been assessed according to the levels of performance set out in 23.5.1.4.
- \*23.5.2.5 The ~~performance appraisal annual review~~ shall take place at the end of the academic year for which the member has submitted a report pursuant to 23.5.2.2 and shall be addressed to the member's performance during that academic year. The part of the review process mentioned in 23.5.2.3 shall be completed no later than 1 September; if no appeal is filed, the remainder of the process, up to and including the participation of the University Librarian, shall be completed by 1 October; if an appeal is filed, the remainder of the process, shall be completed by 15 November.
- \*23.5.2.6 The ~~evaluation annual review of the member by the immediate supervisor~~ shall be reviewed by the University Librarian or her delegate. The University Librarian, after giving proper consideration to the evaluation of the immediate supervisor ~~and,~~ to the comments of the librarian concerned and to the LPC appeal report pursuant to 23.5.3, if any, shall complete the evaluation process by adding her own opinion of which the member will receive a copy. ~~It is being~~ understood that:  
 (a) she may, but is not obliged to, solicit the opinion of the LPC before completing the evaluation of the member's performance;  
 (b) she may, if she considers it appropriate, draw the member's attention to one or several positive or negative aspects of her performance.
- \*23.5.2.7 A member's ~~performance appraisal annual review~~, duly reviewed by the University Librarian or her delegate, shall be placed in the member's file, along with the documents subsequently produced by virtue of 23.5.2.8 and 23.5.2.9, if any.

\*23.5.2.8 If, as a result of an ~~performance appraisal~~annual review, the University Librarian considers that a member's performance in one or more categories of her workload is inadequate, and this alleged deficiency is serious enough to raise a doubt regarding the quality of the member's overall performance, she may initiate procedures leading to a formal warning, according to 23.5.2.9, or procedures leading to a disciplinary measure for deficient performance of workload duties, according to 39.3.

### **23.5.3 (NEW) Annual review appeal process**

\*23.5.3.1 Within fifteen (15) days of receiving an appeal of the member's annual review, the University Librarian will advise the LPC and will provide it with copies of the annual review and all documentation pursuant to 23.5.2.2.

\*23.5.3.2 The librarian member, her immediate supervisor or the University Librarian may choose to appear before the LPC as part of the appeal process or they may each submit a written statement.

\*23.5.3.3 Within one (1) month of being provided with the documentation and giving proper consideration to said documentation and any statements received, the LPC will provide its written opinion regarding the appeal to the University Librarian, who shall provide copies to the immediate supervisor and the librarian member.

### **23.5.34 Equivalent of MLS**

\*23.5.34.1 A member shall be deemed to have the equivalent of an MLS (Master of Library Science) if she has obtained a degree equivalent to a Master's degree from a Canadian or American university in an ALA-accredited program in Library and Information Science (eg. Master of Library and Information Science or Master of Library and Information Studies), it being understood that this equivalence must be recognized by the ALA.

\*23.5.34.2 The determination, whether a member does or does not have the equivalent of an MLS in accordance with 23.5.3.1, shall be made by the University Librarian, after proper consideration of the reasoned opinion of the LPC.

## **ARTICLE 26 - Congé universitaire**

### **Section 26.1 - Dispositions générales**

\*26.1.1 The ~~employer~~Employer shall continue an academic leave policy for academic staff members, counsellors and language teachers IV. Academic leave is ~~considered~~ an investment toward increasing the quality of research and programs of study at the University of Ottawa by allowing an eligible member, in accordance with article 26.2:

- (a) to devote more time to scholarly activities as stipulated in 20.3.1 works, such as, for example, writing a book, research work, or similar endeavors; or
- (b) to acquire relevant expertise or experience in areas related to her specialization, with the objective of enabling her to make her teaching more complete and more appropriate to the needs of her department or other unit to which she is attached.



**Section 26.2 - Conditions d'admissibilité**

- \*26.2.1 The following conditions must be met for an academic staff member, a counsellor, or a language teacher IV to be eligible for academic leave.
- (a) The member must be tenured at the beginning of the academic leave.
  - (b) The member must have submitted a detailed description of the work she plans to carry out during the leave.
  - (c) This project must, upon evaluation by the faculty and departmental teaching personnel committees, the department chair and the dean ~~and the department chair~~:
    - (i) be relevant in light of the criteria set forth in 26.1.1;
    - (ii) be feasible, in light of the member's performance in the three (3) years preceding the request for leave, disregarding any special family-related leave, or in light of other relevant information.

**Section 26.3 - Duration and remuneration**

**26.3.2 Value of credited service**

\*26.3.2.1

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

Years at uOttawa	<del>Twelve- (12)- months</del>	<del>Six- (6)- mont hs</del>	Comments
<del>First academic leave- taken in the sixth (6<sup>th</sup>), seventh (7<sup>th</sup>) or eight- (8<sup>th</sup>) years after hiring- and obtaining tenure</del>	<del>100%</del>		<del>No carry-over- of any credits- for subsequent- leave</del>
<del>Leave after 3 years</del>		<del>80%</del>	<del>3 years- credited used</del>
<del>Leave after 4 years</del>	<del>50%</del>	<del>100%</del>	<del>4 years- credited used</del>
<del>Leave after 5 years</del>	<del>65%</del>		<del>5 years- credited used</del>
<del>Leave after 6 years</del>	<del>80%</del>		<del>6 years- credited used</del>
<del>Leave after 7 years</del>	<del>90%</del>		<del>7 years- credited used</del>

Leave after 8 years	100%		8-years-credited-used
No accumulation of credits after eight (8) years if leave not taken, unless approved. The Dean can allow for two (2) years to be counted for administrative purposes.			

### Section 26.4 - Deferred leave

- \*26.4.1 When a member ~~applies or notifies the dean that she intends to apply for an academic leave, has applied for academic leave and it has been recommended by the DTPC, the dean-Dean~~ may decide that impose a deferral in accordance with (a) or (b) below when there are valid administrative reasons for such a deferral. When a ~~dean-Dean~~ decides on such an administrative deferral, she will apply (a) if that manner of proceeding is compatible with the nature of the project, administrative considerations, and the member's wishes; otherwise, she will apply (b).
- (a) The ~~dean-Dean~~ may order that the application be processed in accordance with 26.7 but defer the starting date stated in the member's application by a multiple of six (6) months, to a maximum of ~~three-two (2)~~ years. In that event, if the application is approved, the approval will be for a leave starting at the deferred date.
  - (b) The ~~dean-Dean~~ may defer consideration of the member's application by one (1) or - two (2), or three years. In that event, the procedures in 26.7 are postponed accordingly and the member is expected to submit a new and up-to-date application at an appropriate future time.
  - (c) A deferral for a third year is possible when agreed to by the member.
- The ~~dean-Dean~~ shall advise the member of her decision in writing, without undue delay and, in any event, no later than 15 January following the application or notice of intention.
- \*26.4.2 During a period of administrative deferral, the member accumulates credited service in accordance with 26.3.1 and 26.3.3, even if she already has eight (8) or more years of credited service, subject to the condition that a member cannot at any time have more than eleven (11) accumulated years of credited service.
- \*26.4.3 The ~~dean-Dean~~ may decide that impose more than one (1) deferral is necessary, it being understood that such deferrals for administrative reasons may not exceed 3-two (2) consecutive years and that no deferral can be imposed beyond a date on which the member will have accumulated eleven (11) years of credited service. Where a deferral pursuant to 26.4.1(a) follows a deferral under that same clause and the initial application was approved, the original approval shall remain in effect and shall be for a leave starting on the date determined by the most recent deferral.

### Section 26.5 - Research grant

- \*26.5.1 Members who will be on academic leave may submit a request to Research Management Services so that a part of their remuneration during their leave ~~may be is~~ designated as a research grant. When submitting her request, the member shall be informed of her responsibilities regarding the use of the funds. In such an event, tThe following provisions shall apply.
- (a) The member must submit all required documents a request, as well as and any relevant information concerning the research project, ~~on the appropriate application form to the Research Committee of the Faculty of Graduate and Postdoctoral Studies. This submission is made through the dean of the Faculty~~ no later than three (3)

months prior to the proposed starting date of the academic leave, it being understood that ~~the dean may~~, where appropriate, RMS may accept a submission after that deadline.

~~(b) The dean of the Faculty of Graduate and Postdoctoral Studies or the dean's delegate shall consider the recommendation of the committee and the reasons therefor and shall decide what portion of the member's remuneration to be designated as a research grant during the academic leave shall be designated as a research grant. The dean shall be promptly deliver the decision, along with written reasons, communicated in writing to the member normally one (1) month after submission of the member's request and to the appropriate services.~~

- \*26.5.3 Where a portion of a member's remuneration during academic leave is designated as a research grant, the member's contributions to the various insurance plans and to the pension plan, calculated in accordance with 26.6.2 and in compliance with CRA regulations, shall be deducted from the part of her remuneration other than that designated as a research grant.

### **Section 26.7 - Procédures**

- \*26.7.4 If the DTPC, the FTPC and the Dean recommend an academic leave, the application will be considered successful. If any recommendation is negative, The the dean-Dean shall forward the FTPC's all recommendations to the Joint Committee after adding her own recommendation to it. The ~~dean-Dean~~ shall attach all relevant documents, including:
- (a) the text of and the reasons for the chair's, the DTPC's, and the FTPC's recommendations;
  - (b) a copy of other opinions received by the FTPC, if applicable;
  - (c) information supplied by the member, as set out in 26.7.2.

- \*26.7.5 The ~~Joint Committee's~~ decision shall be forwarded to the member before 15 January preceding the commencement of the leave it being understood that, in the case of a tenure applicant, the approval of an academic leave shall be conditional on the granting of tenure prior to the beginning of the leave.

- \*26.7.7 **Changes** If the member, prior to three (3) calendar months before prior the commencement of the academic leave, becomes aware of any fundamental change(s) to her project, she shall promptly notify her ~~dean-Dean~~ thereof. The ~~dean-Dean~~ or her delegate may, but need not, require a reassessment of the project, but only for the purpose of determining whether the project, as modified, still meets the criteria set out in 26.1.1 and 26.2.1. ~~The dean or her delegate may consult the DTPC, the chair, or the FTPC prior to making any such reassessment but she~~ If a reassessment is required, it will be submitted to the FTPC for re-evaluation. The Dean shall in any event advise the member of her reassessment, if any, within fifteen (15) working days of her being notified of the changes. Following the updated recommendation of the FTPC, if the ~~Where the dean-Dean~~ concludes that the modified project does not meet the criteria, she shall:
- (a) promptly provide the member with a written statement of the reasons of her reassessment; and
  - (b) inform the member of any consequences or requirements which flow from her reassessment, it being understood that, although the leave may be withdrawn, such

consequences or requirements shall be reasonably directed at the avoidance of postponement or cancellation of the academic leave.

## ARTICLE 27 - Sick leave

### Section 27.2 - Procedures

**\*27.2.2** **Mandatory examination** At any time during a member's sick leave, ~~the a representative from the Health, Wellness and Leave Sector of Human Resources Service member's dean or her delegate or the employer's liaison officer~~ may, in order to determine if the member is eligible for sick leave benefits or is able to return to work, require that this member be examined by one or more physicians appointed and paid by the employer. The employer shall make reasonable efforts to consult with the member or her delegate, before appointing such physician or physicians in an effort to identify physicians acceptable to the employer and the member.

## ARTICLE 28 - Vacation leave, holidays and absences

### Section 28.3 - Holidays

**\*28.3.2** ~~Christmas-Winter holiday recess~~ The parties agree that the University of Ottawa is officially closed for the period beginning on 22 December at 5 p.m. and ending on ~~during a period beginning at 12 noon on the last working day prior to Christmas or, if Christmas is on Sunday or Monday, at 5 p.m. on the Friday preceding Christmas, and ending at 12 noon on 2 January or, if 23 January is a Saturday or Sunday, at 8:30 am, on the Monday following 2 January.~~

## ARTICLE 31 - Special provisions: Librarians

### Section 31.1 - General

**\*31.1.3.1** **Library Council** Library council shall be the official means of consultation between the University Librarian and the librarians. The Council is chaired by the University Librarian. All librarian members shall be full members, as well as the two associate librarians, the director of Morisset, and the chief administrative officer.

The role of the Library Council is to discuss issues in a collegial setting and make recommendations to the University Librarian concerning the policies, operations, and development of the Library Network.

It is understood that:

a) quorum shall consist of fifty percent (50%) plus 1 of the full members as defined above ~~of no fewer than half of the regular librarian members holding a major administrative position;~~

b) all services are to be maintained during meetings of Library Council; all librarians full members holding a major administrative position shall attend meetings of Library Council, pursuant to (b) above, unless there are valid reasons for being absent.

### Section 31.2 – Professional Academic leave

#### 31.2.1 General provisions

**\*31.2.1.1** ~~Objective~~—The employer shall continue a professional an academic leave policy for librarian members. This leave is ~~a privilege and is considered~~ an investment in the development of the University by allowing a member to undertake one or more of the following activities:

- (a) devote herself to scholarly work, professional development activities or service to the university community as defined in 20.5.3.2, 20.5.3.4, and 20.5.4;
- (b) acquire practical experience in an area related to her responsibilities or her specialization;
- (c) pursue advanced, full-time studies in library science or university-level studies leading to an honours bachelor's degree or a master's degree in another discipline;
- (d) undergo development or retraining in anticipation of taking on new duties;
- (e) accept a position as visiting librarian at another institution.

\*31.2.1.2 ~~Length—An academic leave is a full academic leave, for a period of 12 consecutive months, or an academic half-leave, for a period of 6 consecutive months, normally commencing on 1 July or 1 January. Apart from exceptional cases, professional leave shall be for a period not exceeding twelve (12) consecutive months.~~

\*31.2.1.3 The annual budget available for financing the additional costs arising from ~~professional-academic~~ leaves for librarians shall be ~~80~~200% of the maximum of the rank of librarian III with unspent amounts to be carried over for a maximum of 2 years.

\*31.2.1.4 (NEW) ~~A member who obtains an academic leave undertakes to remain in the service of the employer following the leave for a period of time equal to the length of the academic leave.~~

### **31.2.2 Eligibility ~~C~~conditions**

\*31.2.2.1 ~~The following conditions must be met for a librarian member to be eligible for academic leave: To be eligible for professional leave, a librarian member must meet the following conditions:~~

- (a) The member must hold a continuing appointment.
- ~~(b) The member must have completed, by the time her first professional leave is to begin, 4 consecutive years of full-time service as a librarian at the University of Ottawa. For a professional leave subsequent to the first, a member must have completed:~~
  - ~~(i) 2 consecutive years of full-time service since the end of the preceding professional leave, if that was a leave of 4 months or less;~~
  - ~~(ii) 4 consecutive years of full-time service since the end of the preceding professional leave, if that was a leave of more than 4 but not more than 8 months;~~
  - ~~(iii) 6 years, if the duration of the most recent leave was more than 8 months.~~
- ~~(c) The member must have presented~~submitted, in accordance with the procedures set out in 31.2.3, a detailed plan of the work or studies she intends to pursue during the ~~professional-academic~~ leave. The project must, upon evaluation by the immediate supervisor, the LPC and the University Librarian:
  - ~~(a) be considered relevant in light of one or more of the objectives listed in 31.2.1.1;~~
  - ~~(b) is~~be considered feasible, as indicated by the member's satisfactory performance over the last three (3) years in every component of workload which corresponds to the project or, in the case of a project for completing university studies, by the member's having been admitted to a university.
  - ~~(d) The member must undertake to remain in the service of the employer after the leave, for a length of time equal to the lesser of: 1 year, or twice the length of the leave.~~

\*31.2.2.2 Approval of an academic leave request is subject to the availability of funds. Subject to the availability of funds, a professional leave shall be granted when the plan submitted by the member, upon evaluation by the immediate supervisor, the LPC and the University Librarian:  
(a) est considéré comme pertinent en regard d'un ou plusieurs objectifs énumérés à 31.2.1.1;  
(b) est considéré réalisable, si on en juge par le rendement satisfaisant du membre au cours des 3 dernières années dans la composante de sa charge de travail correspondant à son projet ou, s'il s'agit d'un projet visant à compléter des études universitaires, par l'admission du membre à une université.

31.2.2.3 The provisions of 26.3.3.4 apply, mutatis mutandis, to the years of service required for professional leaves.

### **31.2.3 Procedure**

\*31.2.3.1 To be granted an academic leave, the member must submit an official application to the University Librarian before 1 October of the year preceding the academic year during which she proposes to be on leave. To be granted a professional leave, a librarian normally shall submit an official application to the University Librarian before 1 January for a leave to be taken between the following 1 July and 31 December, or before 30 June for a leave to be taken between the following 1 January and 30 June.

\*31.2.3.2 The application must be accompanied by the member's up-to-date curriculum vitae and a report on the member's most recent academic leave and its consequences, as well as any other information which the member wishes to have considered during the examination of the application. In the application, the member shall:  
In her application for professional leave, the librarian shall:

- (a) indicate the starting date and duration of the leave and state  
and length of the leave;
  - (i) the number of years of credited service held, for academic leave purposes, at the beginning of the leave;
  - (ii) the level of remuneration desired during the leave;
  - (iii) the number of years of credit to be used in order to receive the desired compensation;
  - (iv) the number of years of credited service that will remain after the completion of this academic leave;
- (b) give a detailed description of the work she plans to carry out during the leave and specify the place(s) where she intends to do it.  
specify the remuneration requested during the leave, and the reasons supporting this aspect of the application;
- (c) present a detailed description of the work or studies she intends to undertake during the leave;
- (d) add any information she wishes to have considered during examination of the application.

\*31.2.3.3 The University Librarian shall solicit  
submit a recommendation regarding the application for the academic leave, along with all of the information and documents accompanying it to the LPC and shall solicit its recommendations on the basis of the criteria in 31.2.1.1 and 31.2.2.1. from the immediate supervisor, it being understood that this recommendation shall be communicated to the member before the application is submitted to the LPC. The University Librarian shall also solicit a recommendation from the LPC, including in her request the

~~documents mentioned in 31.2.3.2. The University Librarian shall attach her own recommendation and shall forward everything to the Administrative Committee. A copy of the LPC's and the University Librarian's recommendation shall be sent to the member concerned. The recommendations forwarded to the Administrative Committee shall deal with the principal substance of the application and, where the recommendations are favorable, with the appropriate remuneration for the member during said leave.~~

\*31.2.3.4 If the immediate supervisor, the LPC and the University Librarian recommend an academic leave, and funding is available, the application will be considered successful. If any recommendation is negative, the University Librarian shall forward all recommendations to the Administration Committee. The University Librarian shall attach all relevant documents, including:

- (a) the text of and the reasons for the immediate supervisor, the LPC and the University Librarian recommendations;
- (b) information supplied by the member, as set out in 31.3.2. Librarian members whose application for professional leave has not received a positive recommendation, in whole or in part, from the LPC or from the University Librarian may submit to the Administrative Committee a letter of disagreement in accordance with the provisions of section 13.3, mutatis mutandis.

\*31.2.3.5 The Administrative Administration Committee's decision shall be forwarded to the member before 15 January preceding the commencement of the leave. accept or reject the application, giving proper consideration to the recommendations of the immediate supervisor, the LPC, and the University Librarian, and taking into account the financing allocated by the employer to the supplementary costs due to professional leaves.

\*31.2.3.6 It is up to the member to submit a new application for an academic leave if a previous application was refused. The University Librarian shall forward the decision of the Administrative Committee to the librarian member no later than 3 months before the anticipated start of the leave — except where the application has been submitted 4 months or less prior to the start of the leave, in which case the answer must be sent at the latest 2 months before the start of the leave. The University Librarian must then, if the decision is favorable, inform the member of the length of the leave granted, of the portion of the salary that will continue to be paid, and, where applicable, of the other expenses that the employer agrees to reimburse.

\*31.2.3.7 If the member, prior to three (3) months before the commencement of the academic leave, becomes aware of any fundamental change(s) to her project, she shall promptly notify the University Librarian thereof. The University Librarian or her delegate may, but need not, require a reassessment of the project, but only for the purpose of determining whether the project, as modified, still meets the criteria set out in 31.2.1.1 and 31.2.2.1. If a reassessment is required, it will be submitted to the LPC for re-evaluation. The University Librarian shall in any event advise the member of her reassessment, if any, within fifteen (15) working days of her being notified of the changes. Following the updated recommendation of the LPC, if the University Librarian concludes that the modified project does not meet the criteria, she shall:

- (a) promptly provide the member with a written statement of the reasons of her reassessment; and
- (b) inform the member of any consequences or requirements which flow from her reassessment, it being understood that, although the leave may be withdrawn, such

consequences or requirements shall be reasonably directed at the avoidance of postponement or cancellation of the academic leave. Once the work or studies that the member plans to undertake during the professional leave have been approved, she is expected to carry them out.

\*31.2.3.8 A member who has been on academic leave shall submit to the University Librarian within thirty (30) days following the official date of her return to the University, a written report of her activities during the leave. This report may be considered at the next annual review in the light of 31.2.1.1. ~~In case of significant changes to her plans for the professional leave, the member shall submit an official application to the University Librarian at least 3 months before the start of the professional leave or, if that is not feasible, as soon as possible. The University Librarian may then, but need not, submit the thus modified project to the immediate supervisor, to the LPC, and to the Administrative Committee, to check whether it still meets the requirements stated in 31.2.3.3. Whatever her decision and, if any, that of the Administrative Committee, the University Librarian shall communicate them to the member within 20 working days.~~

~~31.2.3.9~~ It is up to the member to submit a new application for professional leave if a previous application was rejected.

~~31.2.3.10~~ A librarian who chooses to work during a professional leave on a project which may be eligible for an external grant is encouraged to apply for a grant from external organizations.

~~31.2.3.11~~ A librarian who has been on professional leave shall submit to the University Librarian, within 30 days following her official return to the University, a written report of her activities during the leave.

\*31.2.4 (NEW) The provisions of articles 26.3, 26.5, and 26.6 shall apply, mutatis mutandis, to librarian members.

#### **31.2.4 Remuneration**

~~31.2.4.1~~ While on professional leave, a librarian shall receive:

- ~~(a) 75% or less of nominal salary, to be determined by agreement between the employer and the member, when the project submitted by the member is only slightly related to the member's activities within the Library Network;~~
- ~~(b) between 75% and 90% of nominal salary when the objective of the leave is to allow the member:
  - ~~(i) to increase her ability to carry out her current duties or to become better prepared to apply for a higher position, for example by retraining or by professional development, or by completing an honours bachelor's degree or graduate studies in another discipline related to her tasks, or~~
  - ~~(ii) to pursue a scholarly activity related to her professional responsibilities;~~~~
- ~~(c) 90% or more of nominal salary, to be determined by agreement between the employer and the member, when the leave is proposed by the employer in order to prepare the member to take on more complex duties.~~

~~31.2.4.2~~ Time spent on professional leave shall be included in the calculation of a member's entitlement for vacation leave.



~~31.2.4.3 — During a librarian's professional leave, the member and the employer shall continue to pay their contributions to the various employee benefit plans and to the pension fund, the amounts being calculated on the basis of the member's nominal salary. For the purposes of pension-related calculations, the period of leave counts as full service with the employer, subject to Canada Revenue Agency limits for such counting of service.~~

~~31.2.4.4 — A librarian on professional leave may accept a study grant but may not normally hold a paid position. If she is offered such a position, she may not accept it without prior approval of the University Librarian. It is understood that a professional leave shall not serve as a means of increasing income.~~

## ARTICLE 34 - Grants and contracts

### Section 34.1 - Member-controlled grants and contracts

#### 34.1.2 Processing applications and proposals

\*34.1.2.1 ~~In the case of a~~ The grant application, the application must be approved by RMS. In the case of a or draft contract, the contract must be approved by ~~the Director of the Office of Research Services~~ Technology Transfer and Business Enterprise. In either case the approval must be obtained before being submitted to the proposed funding agent. The member shall complete, and attach to the grant application or draft contract, any forms designated for that purpose ~~by the Director of the Office of Research Services.~~

\*34.1.2.2 In the case of the University internal grants funding programs, the application shall be submitted to ~~the Faculty of Graduate and Postdoctoral Studies~~ Research Management Services or, in the case of faculty funding programs ~~funds administered within a faculty~~, the application shall be submitted to the appropriate committee of the faculty. Member-funded grants are dealt with in 26.5 and 34.3.

### Section 34.2 - Further provisions

\*34.2.3 Where a grant or contract ~~provides funds for services rendered by a member~~ allows for payment of professional fees for services rendered by a member, such funds may be paid as professional fees or transferred to her research account by opting to forego the payment, if the member and her dean so agree ~~, be transferred to a special fund from which the member may request a research grant.~~ These special fund research account shall be administered by the employer in accordance with regulations and procedures applicable to internal all grants and contracts. Applications for grants from such a fund shall be submitted to the Faculty of Graduate and Postdoctoral Studies. ~~This subsection applies mutatis mutandis when a member wishes to forego an administrative stipend or an overload teaching stipend, or any other type of additional payment made by the employer in favor of receiving a contribution to her research account.~~

## ARTICLE 38 - Resignation and rights of retirees

### Section 38.3 - \*Resignation

#### 38.3 Resignation

In order to facilitate successful succession planning:

- a) A faculty or language teacher member will notify her dean of her resignation in writing no later than four (4) months prior to its effective date her resignation. The effective

~~date of departure should normally coincide with the end of a term. In the case of retirement, her resignation should normally be effective 30 June. A member's employment may be terminated at any other time by agreement of the member and the employer. may terminate her employment by resignation effective 30 June of any year provided she notifies her dean in writing normally no later than 15 February preceding her resignation.~~

~~a)b) A librarian or counsellor member may will notify the university librarian or her dean of her resignation terminate her employment at any time provided she notifies the employer in writing no later than 30 calendar days two (2) months prior to its effective date her resignation. A member's request for vacation leave during this resignation period will not be unreasonably refused.~~ A member's employment may be terminated at any other time by agreement of the member and the employer.

#### ARTICLE 40 – Benefits (text to be finalized)

Coverage type	Implementation date	Change
Vision care	On January 1, 2014	<ul style="list-style-type: none"> <li>new vision examination coverage of one hundred percent (100%) up to eighty dollars (80\$) once every two years</li> <li>new vision care expense coverage (apart for vision examination) up to a total of two hundred and fifty dollars (250\$) once every two years</li> </ul>
Psychologist visits	On January 1, 2015	<ul style="list-style-type: none"> <li>increases coverage to a maximum of fifty percent cost (50%) per visit</li> </ul>
Employee pension contributions	On January 1, 2015 On January 1, 2016	<ul style="list-style-type: none"> <li>January 1, 2015: increase by 0.8% 4.85% / 7.50% (blended 6.43%)</li> <li>January 1, 2016: increase by 0.8% 5.45% / 8.45% (blended 7.23%)</li> </ul>

#### ARTICLE 41 – Compensation (text to be finalized)

2012-2013 As of May 1 2012	2013-2014 As of May 1 2013	2014-2015 As of May 1 2014	2015-2016 As of May 1 2015
Economic: 2% ATB	Economic: 2% ATB	Economic: 2% ATB	Economic: 2% ATB
		Catch-up: 1.5%	Catch-up: 1.5%
PTR: Full PTR with indexation	PTR: Full PTR with indexation	PTR: Full PTR with indexation	PTR: Full PTR with indexation

Salary floors and ceilings will increase by the economic (ATB) and catch-up amounts.

#### Section 41.6 - \*Special compensation

##### 41.6.2 Supplementary remuneration

\*41.6.2.1 A ~~faculty~~ member may receive supplementary remuneration for certain duties included in her workload duties pursuant to 22.1.2.2. Each year, ~~no later than 15 October~~, the employer shall forward to the Association a statement of supplementary remuneration paid to ~~faculty~~ members in the one-year period ending on 30 June of that year. The statement shall show the

name of each member receiving supplementary remuneration, the amount thereof, and the basis therefor. The ~~employer~~ Employer shall at the same time forward to the Association detailed information regarding reductions in certain workload duties granted in the preceding academic year to members assuming administrative functions such as chairman, vice-dean, associate dean, assistant dean, or faculty secretary.

**\*41.6.3 Occasional individual adjustments**

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

- (a) The adjustment will be used to increase the member's nominal salary. It will be applied in accordance with 41.1.5, after the application of the adjustments described in 41.1.5.1 (a), (b), and (c).
- (b) Any such adjustment shall be at least \$2 000.
- (c) The total of such adjustments awarded by the ~~employer~~ Employer ~~on 1 May 2004~~ shall be no more than ~~\$30,000 per annum and, on any subsequent 1 May, effective 1 May 2005~~, \$45,000 per annum.
- (d) For every such adjustment, the ~~employer~~ Employer shall provide a summary of its reasons, to be published (without names) by the Association.

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

**APPENDIX C - ~~Interest-Binding~~ arbitration of compensation and benefits**

\*C.1 (NEW) Within ten (10) working days following the date specified in the notice to bargain pursuant to 4.4.1, the parties shall forward the name of their nominee to the board of arbitration that may be constituted under C.3.

\*C.2 (NEW) Within twenty (20) working days of the receipt of the names of the nominees, the nominees of both parties shall select, by mutual consent, a chair for the board of arbitration. In the event that the parties' nominees are unable to agree upon a person to act as chair of the board of arbitration, the parties agree that they shall apply to the Ministry of Labour for the Province of Ontario for the appointment of a chair following the step C.5 below.

\*C.13 In the event that ~~one of~~ after negotiating in good faith the parties ~~decides to are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement together with any new proposals thereon, other than those dealt with in section 40.8, for the year 1 May 2001 to 30 April 2002, and provided that all other matters have been either agreed to be set aside or resolved and mutually agreeable provisions for inclusion in a collective agreement have been executed by both parties, either party may~~ serve upon the other party a written notice that it desires to submit such matters remaining in dispute to binding ~~consensual~~ arbitration as provided for in article 4.4.2, and such notice shall contain ~~the following particulars:~~

(a) ~~a~~ a statement of the serving party's views as to which matters concerning compensation and benefits properly are to be resolved by the board of arbitration and the serving party's ~~final~~ offer on those matters; ~~and~~.

(b) ~~the name of the serving party's nominee to the board of arbitration.~~

The duration of any agreement shall be of one (1) year unless a longer period is agreed to by the parties. For the purpose of such arbitration, this clause C.~~1-3~~ shall, to the extent necessary,

constitute the "submission" required by the Arbitration Act and the provisions of the said Act shall be applicable.

- \*C.24 Within ten (10) working days of receipt of the said notice of arbitration, the other party shall forward a reply to the serving party. The reply shall contain the following particulars:
- (a) a statement of any disagreement as to the statement of the matters in issue contained in the notice of arbitration; and
  - (b) the replying party's views as to which matters concerning compensation and benefits properly are to be resolved by the board of arbitration and that party's final offer concerning those matters; and
  - ~~(c) the name of the replying party's nominee to the board of arbitration.~~

- \*C.35 Where the parties disagree on which matters are to be resolved by the board of arbitration, each party shall, within ten (10) working days of the receipt by the serving party of the reply to the notice of arbitration, forward to the other party its final offer concerning the additional matters, if any, raised by the other party, it being understood that such an final offer is submitted without prejudice to that party's primary contention that such a matter is not in issue.

- ~~\*C.4 Within 10 working days of the receipt by the serving party of the reply to the notice of arbitration, the nominees of both parties shall select, by mutual consent, a chair for the board of arbitration from the list of persons contained in clause C.12. In the event that the parties' nominees are unable to agree upon a person named in clause C.12 to act as chair, they may agree to appoint a person not named in that clause and such person shall be the chair of the board of arbitration provided the appointment is approved by the parties. In the event that the parties' nominees are unable to agree upon a person to act as chair of the board of arbitration within 10 working days of the date of the reply to the notice of referral to arbitration, the chair shall be chosen by lot from among the persons named in clause C.12 or, where no person so chosen is available to serve as chair, the parties shall apply to the Ministry of Labour for the Province of Ontario for the appointment of a chair.~~

- \*C.56 No member of a board of arbitration selected pursuant to this appendix shall be a person employed at the University of Ottawa or a member of the Board of Governors or Senate of the University of Ottawa.

- \*C.67 Unless the parties agree otherwise, a hearing concerning the matters submitted to the board of arbitration shall be held within twenty (20) working days of the receipt by the serving party of the reply to the notice of arbitration or within twenty (20) working days of the selection-appointment of the chair of the board by the Ministry of Labour.

- \*C.78 The board of arbitration shall ~~determine in its decision choose one party's entire submitted final offer of settlement on~~ all matters of compensation and benefits which remain in dispute issue and shall not have the jurisdiction to decide upon any other matter ~~or in any other way alter, modify, amend or change the final offers of settlement submitted by the parties~~. Notwithstanding the above, where the parties fail to agree upon which matters of compensation and benefits remain in issue dispute at the time of referral to arbitration, the board of arbitration shall have the power to determine which matters of compensation and benefits matters remain in issue dispute ~~and are to be resolved by the board~~.

- \*C.89 The ~~decision of majority decision 2 members~~ of the board of arbitration shall be final and binding upon the parties. ~~In the event that a majority can't be achieved and in the event that 2 arbitrators cannot agree~~ then the decision of the chair shall be final and binding on both parties. The written decision of the board of arbitration shall be forwarded to the parties' ~~liaison officers~~ within twenty (20) working days following the conclusion of the hearing, unless the parties agree to an extension of this time period.
- \*C.910 An ~~final~~ offer submitted pursuant to C.31, C.24, or C.35 need not reflect the ~~final last~~ position presented at the bargaining table, but shall not include any matters not previously raised during negotiations or any matters already agreed to during bargaining.
- \*C.1011 Each party shall bear the cost of its nominee to the board of arbitration and any witness produced by such party. The expenses of the chair shall be shared equally by both parties.
- \*C.1112 This appendix shall not, in and of itself, be deemed or considered to be a collective agreement between the parties for the purposes of the Ontario Labour Relations Act, as amended.
- ~~\*C.12 The parties will draw up a list of persons who may be selected as chair of a board of arbitration pursuant to C.4. The list may be amended by agreement of the parties from time to time as required.~~

## **ANNEXE F - APPENDIX F – \*Letters of understanding**

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

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

## AGREED-TO LETTERS OF UNDERSTANDING

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### LETTER OF UNDERSTANDING

Between

The Association of Professors of the University of Ottawa (“the Association”)

And

The University of Ottawa (“the Employer”)

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### **Proficiency testing in the other official language by the Official Languages and Bilingualism Institute (OLIB)**

The parties agree to convene a working group to make recommendations to the Association and the Employer regarding the OLBI proficiency testing necessary to demonstrate passive or active knowledge in the other official language. The working group will consist of three (3) representatives of the Employer and three (3) representatives for the Association.

**Timing:** The working group will make their recommendations within six (6) months of ratification of the collective agreement. The Association and the Employer will institute these standards through a Letter of Understanding.

**Expiry:** This Letter of Understanding will expire at the end of the current collective agreement as long as the mandate has been fulfilled.

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**LETTER OF UNDERSTANDING**

Between

The Association of Professors of the University of Ottawa (“the Association”)

And

The University of Ottawa (“the Employer”)

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**Childcare Expansion by the University of Ottawa**

WHEREAS the University supports the goal of ensuring that there is quality childcare for the children of any member of the University of Ottawa community.

WHEREAS the Parties agree that accessible childcare is a desirable goal for any member of the University of Ottawa community and that current limits on access of the community to onsite, or nearby childcare are not ideal.

THEREFORE, the University agrees to create a working group to study requirements for childcare places near the main University of Ottawa campus. The working group shall be comprised of:

- (a) a maximum of 1/3 representing management, appointed by the employer, one of whom shall act as co-chair;
- (b) at least 2/9ths are persons appointed by the Association, one of whom shall act as co-chair;
- (c) the balance are persons representing and appointed by the other user groups.

Within 12 months of the ratification of this collective agreement, the mandate of the working group is to:

- 1) Summarize the current state of knowledge linking career success, commitment and employee retention to access to quality childcare;
- 2) Determine with some precision the approximate number of additional childcare spaces needed on or near campus;
- 3) Determine whether there is a suitable space on or near campus that could house a childcare centre;
- 4) Explore the various options for expanding childcare spaces on or near campus, including partnerships or cooperatives, or private service providers;
- 5) Make practical recommendations in the form of a “Childcare Action Plan” to the Vice-President, Resources aimed at increasing the number of childcare spaces on or near campus to at least the lesser of the number determined in two (2) or one hundred (100).
- 6) Within sixty (60) days of the working group completing its Childcare Action Plan, the co-chairs of the working group shall present the report to the Administration Committee.

Expiry: This letter of understanding will expire at the end of the current collective agreement as long as the mandate has been fulfilled.

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**LETTER OF UNDERSTANDING**

Between

The Association of Professors of the University of Ottawa (“the Association”)

And

The University of Ottawa (“the Employer”)

---

**Introduction of special appointments as Continuing Limited-Term Professor positions (CLTP), respecting the Memorandum of Settlement for the 2012-2016 Collective Agreement, signed August 4th, 2013.**

WHEREAS the parties recognize the value of the Teaching Associates, Limited-Term Lecturers, and Limited-Term Replacement Professors, the parties agree to grant special Continuing Limited-Term Professor (CLTP) appointments in the following manner:

1. Special appointments under this Letter of Understanding shall be known as Continuing Limited-Term Professors (CLTP).
2. This agreement applies exclusively to the list of the existing thirty-one (31) LTRP positions as of August 4th, 2013. The list of LTRP positions is attached under Appendix A.
3. All thirty-one individuals holding an LTRP appointment will be granted a continuing appointment (3 year renewable contracts) at the rank and title of Assistant Professor (unless if already at a rank above Assistant Professor) and will be subject to the Associate Professor salary cap.
4. The workloads of the individuals will never increase beyond their 2012-2013 workloads or as per the LOU that covered their original appointment, whichever is less.
5. Individuals will be covered by the collective agreement excluding the Promotion and Tenure article (25).
6. The three year (3) renewable appointment will commence July 1 of the year in which the current appointment expires. It is believed that the majority of the thirty-one (31) CLTP appointments have an expiration date of either June 2015 or June 2016, therefore, the first three year renewable contract shall commence July 1, 2015.
7. The renewal criteria and procedures shall follow article 17.3 of the Collective Agreement, excluding articles 17.3.1 and 17.3.2.2.
8. When these individuals resign or retire, or if their contract is terminated and/or not renewed, their positions shall be converted to regular tenure-track appointments which shall be filled according to the hiring process as per article 17.
9. The Parties agree that this solution is unique to the LTRP incumbents and creates no precedent.



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**LETTER OF UNDERSTANDING**

Between

The Association of Professors of the University of Ottawa (“the Association”)

And

The University of Ottawa (“the Employer”)

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**Article 7 of the Collective Agreement – Employment of Non-Members**

THE PARTIES AGREE that, as specified in the Memorandum of Settlement of the 2012-2016 Collective Agreement, the Employer will do as follows:

1. For the duration of the 2012-2016 Collective Agreement, the Employer agrees that the number of APUO member appointments shall not be fewer than the current number of appointments in the 2012-2013 contract year of 1250 members.
2. The 1250 member count is inclusive of the current thirty-one (31) LTRP appointments.
3. The Employer will create and start the hiring process for 60 net new tenure-track positions and 1 librarian continuing appointment throughout the duration of this Collective Agreement.
4. Prior to the expiry of the 2012-2016 Collective Agreement, the APUO complement shall be 1250 members plus 60 net new tenure-track positions and 1 continuing librarian appointment for a total of 1311 members. The parties understand that some of these net new positions may still be *in recruitment* upon the expiry of this Collective Agreement.
5. From the expiry date of the 2012-2016 Collective Agreement, the 1311 positions number will become the new complement base number to be relied upon by both parties, unless negotiated otherwise.
6. The Parties agree that in the event of any dispute over the terms of this Letter of Understanding, Mediator William Kaplan is seized with this dispute.