

# **ENTENTE PROPOSÉE**

CONVENTION COLLECTIVE

1 MAI 2018 AU 30 AVRIL 2021

# **TENTATIVE SETTLEMENT**

COLLECTIVE AGREEMENT

1 MAY 2018 TO 30 APRIL 2021

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

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

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

The parties have agreed to the following general CA changes:

- For text in English, party or parties changed to upper case, to read as Party and Parties.
- For text in English, “department chair” or “chair of a department” changed to upper case, and remove the reference to department, to read as “Chair”.
- For text in French, “directeur du département” changed to “directeur”.
- The parties have agreed to other minor housekeeping or correction changes.

Additional information coming from the Memorandum of Settlement:

- The Progress-through-the-ranks (PTR) amounts will be adjusted by the scale increases.
- Any salary adjustment will be applied to the salaries of current and former members within one hundred and twenty (120) days of ratification of this agreement and any retroactivity will be paid within this period.

## A. Changes to benefits

Coverage type	Implementation date	Change
Extended Health Plan	January 1, 2019	<ul style="list-style-type: none"> <li>• Plan co-insured at 80%</li> <li>• A new “out of pocket” maximum on drugs per certificate per calendar year of \$1,500.</li> </ul>
	January 1, 2020	<ul style="list-style-type: none"> <li>• Plan co-insured at 80%</li> <li>• “Out of pocket” maximum on drugs per certificate per calendar year increased at \$2,000.</li> </ul>
	January 1, 2021	<ul style="list-style-type: none"> <li>• Plan co-insured at 80%</li> <li>• “Out of pocket” maximum on drugs per certificate per calendar year increased at \$3,000.</li> </ul>

## B. Salary increases and adjustments

### 41.2 - Scales and scale adjustments

Economic increase:

2018-2019	2019-2020	2020-2021
2%	2%	2%
Full PTR with indexation	Full PTR with indexation	Full PTR with indexation

## C. Increases to employee contributions to pension

As of 1 January 2019, employee contributions to pension will go up by 0.8% with full salary offset.

# AGREED-TO CHANGES TO ARTICLES OF THE COLLECTIVE AGREEMENT

## **ARTICLE 2 – Preamble**

(c) With respect to the University’s mission to recognise diversity and foster respect, and in accordance with the University’s equity goals, the parties intend to continue playing a key role in promoting members of equity seeking groups in all sectors of university life.

[Existing paragraphs that follow in article 2 to be renumbered]

## **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 Provost’s office Liaison Officer, the Deans and administrative exclusions, the director of the Counselling and Personal Development Service, the University Librarian, five (5) 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;
- (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-ten (102) other persons as excluded employees by written notification to the Association;

## **Section 3.3 Information**

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

...

(c) yearly reports on June 30:

- (i) of the budgetary spending allocated for teaching staff categories pursuant to article 7.3.1(a);
- (ii) of all information related to members teaching duties pursuant to article 22.2.1.10;
- (iii) of all information related to patents pursuant to article 35.1.2.4 and 35.1.3.5;
- (vi) of Members serving on a DPTC, a FTPC, the LPC and the TPCI, including the start date and length of their mandate;
- (vii) of Members serving as chair of an academic unit, including the start date and length of their mandate;

...

## **Section 4.1 This agreement**

\*4.1.1 **Duration** This agreement shall come into effect upon ratification by the parties and shall terminate on April 30, 20182021.

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

\*5.2.1.3 Any letter or document concerning a Member shall not be considered by any peer committee or representative of the Employer unless and until the Member has received a copy at least ten (10) working days before the time said letter or document is to be considered, subject to modifications set out in 12.4.2. The foregoing does not apply to consultations undertaken in the course of the selection of chairs or Deans and other academic administrators or the appointing of staff where 17.6.2.2 applies.

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

\*5.2.2.6 A Member who requests to be heard by the FWRC before it considers her application or case must do so in writing in her letter of disagreement as per 22.2.6.1 or in her brief as per 22.2.6.3, if applicable. In such cases, the Dean may also be heard by the FWRC before it considers the Member's case.-

[Existing subsequent sections to be renumbered appropriately]

## **Section 5.6 Special considerations regarding members not in departments**

### **\*5.6.4 Other Members not affiliated with departments**

The provisions of 5.6.3.1 and 5.6.3.2 apply, mutatis mutandis, to the processing of recommendations and decisions concerning Faculty Members who do not have an appointment in a specific department. Faculty Members whose primary appointment is not to a department, school, or faculty, but to an academic unit such as the Institute for Feminist and Gender Women's Studies, shall be consulted with respect to 22.2.4.1 and article 17 as if the unit were a department.

## **Section 7.1 Information**

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

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

## **Section 14.1 General provisions**

14.1.4.2 Before taking office, every newly elected FTPC members should participate in a workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training session, Members should participate in the workshop every third year. The Employer and the Association shall use their respective means of communication to encourage Members to complete the training by October 1.

## **Section 15.1 General provisions**

15.1.4.2 Before taking office, every newly elected DTPC member should participate in a half-day workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training session, Members should participate in the workshop every third year. The Employer and the Association shall use their respective means of communication to encourage Members to complete the training by October 1.

## **Section 16.1 Librarians' Personnel Committee**

\*16.1.1.2 Les membres du CPB sont élus au scrutin préférentiel secret, par courrier, par tous les bibliothécaires syndiqués avec engagements continus de la bibliothèque. Un comité de mise en candidature propose des candidats pour tous les postes vacants en tenant compte de la structure administrative de la bibliothèque et en assurant une représentation équitable. Pour assurer cette

représentation équitable, le CPB se compose ainsi : un total de trois (3) membres de la section A (toutes les unités se rapportant au directeur de la bibliothèque Morisset; un total de deux (2) membres de la section B (toutes les autres unités). Le comité de mise en candidature, composé des représentants des bibliothécaires au sein de l'APUO, organise l'élection des membres du CPB de la façon suivante.

...

- 16.1.2.2 Before taking office, every newly elected LPC member should participate in a half-day workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training session, Members should participate in the workshop every third year. The Employer and the Association shall use their respective means of communication to encourage Members to complete the training by October 1.

## Section 16.2 Teaching Personnel Committee of the Institute

- 16.2.2.2 Before taking office, every newly elected TPCI member should participate in a half-day workshop on the collective agreement delivered jointly by the APUO and the Employer. Following this initial training session, Members should participate in the workshop every third year. The Employer and the Association shall use their respective means of communication to encourage Members to complete the training by October 1.

## Section 17.1 General provisions

### \*Definitions

Academic unit: For the purpose of this section, an academic unit pertains to a regular department or school, the Civil Law and Common Law sections of the Faculty of Law, the Faculties of Education and the Telfer School of Management.

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

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

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

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

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

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

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

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

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

\*17.1.3.4 Members of the appointments committee shall participate in a program of training on Employment Equity. The training shall be developed and delivered jointly by the Employer and the Association and shall include information on ~~The appointments committee shall be informed of~~ the University Policy on Employment Equity and of the relevant articles in the collective agreement.

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

(a) the level of rank for appointment and the probable consequences for participation by persons of the under-represented gender ~~equity~~ group;

(b) how both the job description and the recommendation highlight the experience and qualifications of persons of the under-represented gender-equity group and encourage their participation;

(c) differing career patterns for potential male and female equity group applicants.

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

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

(a) the list of members of the selection committee;

(b) assurances that all candidates on the short list were given the opportunity of meeting all Members of the department academic unit;

(c) the short list of candidates;

(d) the list of candidates considered to be qualified;

(e) the list of candidates considered to be unqualified;

(f) a written summary of reasons why, when 17.1.6.1 and 17.1.6.3 apply, the appointment of a candidate of the other gender not part of an equity group is being contemplated, if that is the case.

\*17.1.6.1 Designated employment equity groups in academic units

(a) The parties to the collective agreement are committed to the principle of gender employment equity in matters of employment and, to that effect, agree to increase the proportion of women or men, in those parts of the University community where they are under-represented, in accordance with the guidelines and procedures set out herein.

(b) The parties to the collective agreement are also committed to the principle of employment equity for the following groups: Aboriginal peoples, persons with disabilities and members of visible minorities. To that effect, the parties agree to increase the proportion of Aboriginal peoples, persons with disabilities and members of visible minorities, in those parts of the University community where they are under-represented, in accordance with the guidelines and procedures set out herein.

~~may from time to time agree to designate as equity groups for the purpose of this provision, the following groups:~~

~~• Aboriginal peoples;~~

~~• persons with disabilities; and~~

~~• members of visible minorities.~~

\*17.1.6.3 Criteria

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

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

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

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

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

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

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

#### \*17.1.6.4 Information

~~As per past practices, the Employer shall continue to provide data analysis support as requested by the EDIC.~~

- (a) Within four (4) months following ratification of the collective agreement, the Employer shall provide the Equity, Diversity and Inclusion Committee with up-to-date information on the designated group distribution of academic staff with regular appointments, by ~~department academic unit~~. This information must be updated whenever appropriate and not less frequently than every twelve (12) months.
- (b) Deans shall examine ~~whether or not departments which academic units should be~~ deemed to have an under-representation of women or men or designated groups according to the criteria outlined in 17.1.6.3, and shall so advise the Administrative Committee, with copy to the Equity, Diversity and Inclusion Committee, outlining the formula on which their recommendation is based.
- (c) The Academic Affairs and Labour Relations sector shall maintain, for consultation by EDIC, copies of advertisements and of ~~departmental academic unit~~ recommendations for appointments and their justification for those ~~departments academic units~~ deemed to have an



under-representation of women or men or designated groups as defined in 17.1.6.3 where the appointed Member was not of the under-represented designated group. After reviewing this information, where a majority of the EDIC members have reasons for concern with respect to a given appointment, the EDIC may consult the files of short-listed candidates and the academic unit/department's justification for appointing a person not of the under-represented designated group.

## **Section 17.7 Librarians**

### **17.7.1.6.1 Procedures**

(d) Librarian Member candidates, holding continuing appointments, shall be given first consideration by the selection committee. External candidates will only be considered when no internal candidate is recommended by the selection committee.

~~(e) The interview process for continuing appointment positions shall allow for a presentation by all interviewed candidates in an open format. Librarian Members shall be provided with a way to provide input to the selection committee.~~

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

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

(b) The University Librarian shall consult the LPC regarding the candidates before making an appointment. This consultation shall be done, *mutatis mutandis*, in accordance with the provisions of 17.7.1.6.1(b), (d) and (g).

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

(d) The appointment of a replacement librarian may not be renewed more than once, it being understood that the total duration of the appointment may not exceed twenty-four (24) months; ~~regardless of the length of the initial appointment, a renewal shall be for a period of not less than three (3) and not more than twelve (12) months.~~

Notwithstanding the above, a replacement librarian appointment may be renewed until the original librarian returns to work in the following circumstances: (a) the librarian is on pregnancy and/or parental leave, with or without an additional leave of absence; (b) the librarian is on a leave of absence for medical reasons, including long term disability, for a maximum of thirty-six (36) months. when the replacement is for pregnancy or parental leave purposes or if an extension of a replacement is required because of pregnancy or parental leave, the replacement appointment continues until the effective date of return from the leave.

## Section 21.5 General Liability Insurance

21.5.1 The University shall provide insurance coverage in respect of the liability of Members acting within the course of their employment ~~to the extent provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE) policies.~~

## Section 22.2 Teaching

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

The committee shall:

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

~~(b)~~ (b) meet with the Dean, if requested as per 5.2.2.6;

~~(a)~~(c) consider the analysis of the Member's workload assignment provided by the Dean under 22.2.6.2;

~~(b)~~(d) consider the brief provided by the Member under 22.2.6.3 and comments by the Dean, if any, regarding the Member's brief;

~~(c)~~(e) consider the information communicated to the Member pursuant to 22.1.2;

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

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

## Section 22.3 Librarians

\* 22.3.2.3 La définition des tâches de certains postes peut être telle que lesdits postes correspondent essentiellement à des fonctions équivalentes mais dans différents services ou bibliothèques. Pour les besoins de la présente convention, des postes sont réputés correspondre à une *fonction équivalente* lorsqu'ils exigent essentiellement les mêmes qualifications et peuvent être assumés, sans autre forme d'entraînement à ces tâches que l'habituelle période d'adaptation à un nouveau poste, par tout bibliothécaire possédant ces qualifications. Un bibliothécaire peut être muté d'un poste à un autre poste correspondant à une fonction équivalente conformément aux dispositions prévues aux sections 31.6.2.24 et 31-5.

\*22.3.2.4 Any new or revised job description shall be established by the Administrative Committee or its delegate, upon recommendation of the University Librarian, it being understood that:

(a) before formulating her recommendation, the University Librarian shall:

(i) consult the Librarian Member about her job description and shall forward to the LPC the opinion of the Librarian Member on this matter;

(ii) consult the immediate supervisor about the job description;

(iii) consult the LPC about the job description, and shall forward to the Employer the opinions of the LPC on this matter;

(b) the Employer shall give proper consideration to the recommendations of the University Librarian and of the LPC before making a decision;

(c) the University Librarian shall promptly inform the LPC of the decision of the Employer.

## Section 23.5 Librarians

\*23.5.1.2 A Librarian Member's performance of workload duties shall be formally evaluated, according to 23.2.4, mutatis mutandis:

(a) in relation to the granting of a continuing appointment, pursuant to 18.41.2;

...

## Section 24.2 Formal evaluation

24.2.2.1 There shall be a list of not fewer than fifteen (15) *Teaching Evaluators* (TEs). The initial list and subsequent modifications shall be agreed upon by the Association and the Employer. Before participating in her first review, TEs shall undergo training on the role and duties of TEs. The training will be developed and delivered jointly by the Employer and the Association. TEs shall be required to undergo refresh training every four (4) years.

## Section 25.4 Procedures

25.4.1 Notification of Intent to Apply (NOI) (new article)

25.4.1.1 A Notification of Intent to Apply (NOI) should be submitted by the Member by the deadline date of June 1st.

25.4.1.2 The NOI should be submitted when applying for a tenure and promotion. The NOI shall include the information related to outside evaluators as specified in articles 23.3.2.4 and 23.3.2.5.

25.4.1.3 The information contained in the NOI allows to begin the process of selecting outside evaluators to ensure compliance with 25.4.5.

25.4.1.4 A Member may submit an application even if she did not submit a notification of Intent to Apply.  
[Existing paragraphs that follow in article 2 to be renumbered]

## Section 26.3 Duration and Remuneration

\*26.3.2.1

- (a) Academic half-leaves may be taken at eighty-five (85~~0~~) or one hundred (100) percent (%) of nominal salary, reducing the Member's accumulated credited service by three (3) or four (4) years respectively.
- (b) Full academic leaves may be taken at fifty (50), sixty-five (65), eighty-five (85), ninety (90) or one hundred (100) percent (%) of nominal salary, reducing the Member's accumulated credited service by four (4), five (5), six (6), seven (7) or eight (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 one hundred percent (100%) of nominal salary, reducing her accumulated service by either six (6) or seven (7) years without any credited service carried over for a subsequent leave.

## Section 29.2 Parental leave

\*29.2.2.3 Remuneration during pregnancy leave shall be as follows and shall be computed on the Member's regular salary. However, should the Member's regular salary be reduced by reason of complications anticipated or arising directly or indirectly from pregnancy, remuneration for the

purposes of the pregnancy leave shall be computed on the Member's regular salary prior to such reduction.

- ~~(a)~~ The Member shall receive ninety five percent (95%) of her salary for the initial ~~ten (10) one (1) working days week~~ of the leave.
- ~~(ab)~~ For up to a maximum of ~~fifteen (15) seventeen (17) weeks following the initial ten one (101) working days week mentioned in 29.2.2.3(a) above~~, the Employer shall pay the difference between
  - (i) ninety-five percent (95%) of the Member's salary, and
  - (ii) the maximum level of the applicable government program available to any person whose salary corresponds to the Member's salary.
- ~~(b)~~ The maximum level of the applicable government program payable to the Member plus the remuneration from the University shall not exceed ninety-five percent (95%) of the Member's regular salary.
- ~~(c)~~ If the same Member who takes a pregnancy leave takes a parental leave, the last week of the pregnancy leave will be added to the end of the parental leave, topped up to ninety-five percent (95%) of salary from the maximum of the remuneration level of the applicable government program for regular benefits available to any person whose salary corresponds to the Member's salary. The total number of weeks for the top-up program will not exceed thirty-five (35) weeks, including pregnancy and parental leaves.
- ~~(d)~~ The weekly top-up payment will be calculated using the maximum weekly applicable government program amount that would be payable to the Member without any regard to the election by the Member to receive a lower leave benefit from the applicable government program, spread over a longer period of time as may be permitted by the applicable government program. In no event will the top-up payment differ from the difference between ninety-five percent (95%) of the Member's actual weekly rate of pay in effect of the last day worked prior to the commencement of the leave and the maximum remuneration level of the applicable government program for regular benefits available to any person whose salary corresponds to the Member's salary.
- ~~(ee)~~ If a Member is required by law or government regulation to repay the Receiver General ~~for of~~ Canada a portion of the EI benefits received by her during the period for which she received remuneration under (b) above due to an error on the part of the Employer, the Employer will reimburse her, by means of a single lump sum payment, the amount that she is required to repay.

\*29.2.3.2 Parental leave may begin no more than ~~seventy-eight (78) fifty-two (52)~~ weeks after the day the child is born or comes into the custody and care of the parent for the first time. Parental leave ends ~~sixty-one (61) thirty-five (35)~~ weeks after it began, if the ~~employee Member~~ also took pregnancy leave and ~~thirty-seven (37) sixty-three (63)~~ weeks after it began, otherwise, or on an earlier day if the Member gives her chair and Dean at least four (4) weeks written notice of that day.

\*29.2.3.3 The Member's chair and Dean shall be notified, in writing, of the date of commencement of parental leave as soon as possible after the Member becomes aware of that date. To qualify for the allowance as per 29.2.~~32.53.a) and b)~~, the Member shall provide HR with evidence that she has applied for and will be in receipt of parental leave benefits under the ~~EI Act~~applicable government program, including the amount of that benefit.

\*29.2.3.5 If the parental leave is taken, remuneration up to a total of eighteen (18) weeks, as defined by eligibility for the applicable government program, shall be as follows.

- (a) ~~The Member shall receive~~ ninety-five percent (95%) of regular salary for the initial ~~ten one~~ (10) working days ~~week~~ of the leave except when 29.2.3.6 applies and (b) below will be offered for ~~eighteen (18) weeks~~. Subject to the applicable government program, the Member may elect to take up to a further eighteen (18) weeks available under the top-up plan as a parental leave. If the parental leave is taken in context of the Member on pregnancy leave, the Member shall then receive remuneration outlined in 29.2.2.3 c) following the conclusion of the parental leave. If the parental leave is taken without the context of a pregnancy leave, the Member shall receive remuneration for the period of up to eighteen (18) weeks available under the top-up plan.
- (b) ~~For the period of up to sixteen (16) weeks following the initial ten (10) woking days- mentioned in (a), and n~~ No later than fifty-two (52) ~~seventy-eight (78)~~ weeks after the child is born or comes into the custody and care of the parent for the first time, the Employer shall pay the difference between
  - (i) ninety-five percent (95%) of the Member's regular salary, and
  - (ii) the maximum level of ~~E~~-applicable government program benefits available to any person whose salary corresponds to the Member's salary.
- (c) The weekly top-up payment will be calculated using the maximum weekly applicable government program amount that would be payable to the Member without any regard to the election by the Member to receive a lower leave benefit from the applicable government program, spread over a longer period of time as may be permitted by the applicable government program. In no event will the top-up payment differ from the difference between ninety-give percent (95%) of the Member's actual weekly rate of pay in effect of the last day worked prior to the commencement of the leave and the maximum level of applicable government program for regular benefits available to any person whose salary corresponds to the Member's salary.
- (~~d~~e) For the balance of the parental leave, the leave shall be without pay.
- (~~d~~e) If a Member is required by law or government regulation to repay the Receiver General for Canada a portion of the EI benefits received by her during the period for which she received remuneration under (b) above due to an error on the part of the Employer, the Employer will reimburse her, by means of a single lump sum payment, the amount that she is required to repay.

\*29.2.4.1 A Member eligible for any of the following special leaves shall return to the position that she held prior to the leave, with no loss of service for seniority purposes:

- (a) **Personal leave** ~~÷~~  
Members have the right to the special leaves listed in University of Ottawa's Policy 9a.
- (b) **Personal emergency leave** ~~÷~~  
Personal emergency leave is unpaid time off work for up to ten (10) days per calendar year.  
...
- (c) ~~Compassionate care leave~~**Family Medical leave** ~~÷~~  
A Member shall be granted an unpaid compassionate care leave as prescribed under the Ontario Employment Standards Act.
- (d) **Critical Illness leave** A Member shall be granted an unpaid critical illness leave as prescribed under the Ontario Employment Standards Act.

(e) **Income averaging for Librarians** Leave with income averaging is a short-term leave that can accommodate a librarian member requesting leave without pay for a single period of between one (1) month and a maximum of three (3) months during an academic year (July 1 – June 30). The request for leave with income averaging shall be made directly to the University Librarian, by September 1, of the preceding academic year. The University Librarian shall consult with the Member’s immediate supervisor and the LPC on whether it is feasible in light of the requirements of the Member’s duties. Librarian members with continuing appointments are eligible for leave with income averaging.

The member’s salary shall be reduced over the academic year in which the income averaging takes place. Salary will be reduced and averaged out over a twelve (12) month period to reflect the reduced time at work.

A Librarian Member cannot avail themselves of this provision more than once every five (5) years. The provisions contained herein cannot impact more than ten (10) Librarian Members per year.

(i) Section 30.4 (Rights, privileges and benefits) shall apply to Income averaging leaves, *mutatis mutandis*, with “Income averaging leaves” replacing “Reduced workload”. It is understood that article 30.4.1 shall refer to 28.2 for vacation leave, to article 31.2 for academic leave, and that article 25 does not apply to Librarian Members.

(ii) Any member that resigns from the employment of the University during the year in which they take an income averaging leave, depending upon when the leave is taken, may be required to repay outstanding amounts owed.

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

\*29.3.2 The following provisions apply to regular members without tenure, or Librarian Members on preliminary appointment.

(a) A non-tenured regular Faculty, Counsellor or Language Teacher Member may request to have her limited-term appointment extended by one (1) year for each leave of absence of eight (8) or more months she is granted during the period of her limited-term appointment. Every such extension postpones correspondingly the time when the Member may apply for, and is eligible to be granted tenure or a promotion. The Member’s Dean shall make a recommendation to the Joint Committee in this regard after consultations with the FTPC. It is understood that this consultation with the FTPC does not imply a requirement to refer the matter to the DTPC.

(b) A Librarian holding a preliminary appointment may request to have her preliminary appointment extended by one (1) year for each leave of absence of eight (8) or more months she is granted during the period of her preliminary appointment. Every such extension postpones correspondingly the date on which the Librarian may apply for, and is eligible to be granted a continuing appointment or promotion. The LPC shall make a recommendation to the University Librarian in this regard.

[Re-number following articles.]

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

29.4.1.1 The provisions of this section apply to language teachers ~~I, II, and III.~~

## Section 31.1 General

- \*31.1.3.1 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~~ an Associate University Librarians, ~~the director of Morisset~~, and the chief administrative officer.
- \*31.2.1.1 The Employer shall continue an academic leave policy for Librarian Members. This leave is 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;
- ...
- \*31.2.5 Professional and Research Days~~Development Days~~  
In each year, individual Librarians may request, and the University Librarian may grant, a reasonable amount of leave with pay for purposes such as:
- attendance at professional association conferences, conferences in the Member's area of specialization, or workshops related to functions in the Member's current or anticipated assigned duties;
  - preparation of papers or professional conference presentations;
  - service for committees of professional associations;
  - serving in elected executive positions of professional associations;
  - research activities leading to publications whose form makes peer evaluation possible and those which aim at being communicated in a form permitting peer evaluation.

## Section 31.6 Administrative reorganization

- \*31.6.2.1 Une réorganisation administrative peut donner lieu
- (a) à la transformation d'un ou plusieurs poste(s), auquel cas les dispositions prévues à la section 31.4 s'appliquent ;
- (b) à l'abolition d'un ou plusieurs poste(s), auquel cas les dispositions prévues à la section 31.5 s'appliquent aux postes en cause occupés ;
- (c) au transfert d'un ou plusieurs poste(s) dans d'autres unités, pour y correspondre à des fonctions équivalentes, auquel cas les dispositions de la section 31.6.2.24 s'appliquent.
- \*31.6.2.2 Lorsqu'un poste est transféré à une autre unité, pour y correspondre à une fonction équivalente :
- (a) la description des tâches y correspondant est révisée ~~au besoin~~, conformément à 22.3.2.4 ;
- (b) si le poste est occupé par un bibliothécaire syndiqué, son titulaire est transféré avec lui, étant entendu que ses conditions personnelles de travail (salaire, rang, années d'expérience reconnue, etc.) demeurent inchangées et continueront d'évoluer comme s'il n'y avait pas eu de transfert.

## Section 38.1 Emeritus professor

- \*38.1.1 An Emeritus Professor ~~;(a)~~ shall be judged to have made an exceptional contribution to university life either through research, or teaching or through contribution to other areas of university activity and, at the time the rank takes effect, be retired from the University of Ottawa.

Notwithstanding the above, a Member shall be deemed to have made an “exceptional contribution” for the purpose of 38.1.1 when she has been a Full Professor for at least ten (10) years at the University of Ottawa.

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

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

## **Section 38.2 Retirees’ privileges and benefits**

\*38.2.1 La retraite n’est pas la fin d’une carrière. C’est une étape dans la vie professionnelle des professeurs de même que dans celle d’une institution comme l’Université d’Ottawa.

[Existing subsequent sections to be renumbered appropriately]

### **38.2.6 \*Other services**

38.2.6.1 **Parking** Retirees may receive, at no cost, a parking permit as per the negotiated agreement between the University and the retiree associations.

38.2.6.2 **Meeting Room** The Employer shall provide the Association of Professors Retired from the University of Ottawa (APRUO) with suitable rooms as required for association business, free of charge, provided reasonable notice is given and space is available.



**LETTER OF UNDERSTANDING**  
BETWEEN  
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Re: Academic Administrative Positions

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**WHEREAS** variability in financial stipends and course releases of Members in academic administrative positions is inevitable because of differences in workload;

**AND WHEREAS** the parties are concerned with equitable treatment of Members in academic administrative positions;

**THEREFORE:**

1. The Parties agree to create, within one month of the ratification of the collective agreement with a start date of May 1, 2018, a working group comprised of two (2) management representatives, appointed by the Employer, and two (2) APUO representatives, appointed by the APUO. The parties shall advise each other of their nominees in writing prior to the first meeting.
2. The first task of this committee will be to determine its terms of reference, including the types of positions to be inventoried (e.g., vice-deans, chairs, program directors).
3. The joint working group will conduct a survey of the departments and faculties and compile an inventory of these positions, their roles and responsibilities, and related supplementary remuneration.
4. The members of the working group will sign a confidentiality agreement.

The joint working group will produce a report for consideration by both parties prior to the termination of the collective agreement.

**LETTER OF UNDERSTANDING**

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

**Equity and TPCs**

---

The Parties are committed to securing equity, diversity and inclusion for members of marginalized groups who might be disproportionately excluded from full participation in the University community and governance. The measures proposed must also respect their dignity, privacy and individual right to disclose. As such, the Parties agree to create a Teaching Personnel Equity Committee (TPEC) to investigate potential constitutional, by-law and procedural changes to Teaching Personnel Committees (DTPC, FTPC, LPC and TPCI) in order to work towards ensuring proportional inclusion of equity-seeking group members and/or members with demonstrated expertise on the principles of Equity, Diversity and Inclusion, on such committees.

The TPEC shall consist of four (4) persons, to include two (2) persons appointed by each party. Each party shall appoint at least one person with demonstrated expertise in Equity, Diversity and Inclusion to the committee.

The TPEC shall meet with the Equity, Diversity and Inclusion Committee (EDIC) at least once in order to seek their opinion regarding any employment, equity, diversity and inclusion measures and procedures regarding the committees listed in this Letter of Understanding.

The committee shall submit a final report of its findings and recommendations to both parties no later than one (1) year after ratification of the Collective Agreement whose start date is May 1, 2018.

## LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA (Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA (APUO)

### **Faculty Complement**

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

## LETTER OF UNDERSTANDING

### *Status quo for 22.2.1*

The current normal teaching load per Member per academic unit shall be calculated every three (3) years. The Employer shall collect the data using a similar system as the 2014-15 and 2015-16 data collection.

**LETTER OF UNDERSTANDING**

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

**Leave of absence for medical reasons**

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Where a member is denied LTD benefits by the insurance carrier, the parties pursuant to their duty to accommodate, agree to meet to discuss and review the member's circumstance on an ongoing ad hoc basis as reasonable.

## LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

### **Continuing Special Appointment Professors (CSAP)**

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The parties agree to modify the conditions related to the special appointments presently known as Continuing Special Appointment Professors (CSAP) appointments, confirmed by way of the April 25, 2016 Letter of Understanding, in the following manner:

**1. CSAP Professional Leaves:**

- a. Once every five (5) years, a CSAP Member may apply for a four-month professional leave, with no reduction in remuneration, to enhance their teaching or perform scholarly activities.
- b. A CSAP Member may apply for the professional leave by forwarding to her Dean an application accompanied by any relevant documentation and the Member's up-to-date curriculum vitae. The application shall normally be made not less than six (6) and not more than eighteen (18) months prior to the requested starting date for the leave.
- c. The CSAP Member's Dean shall make a decision in this regard after consultations with the DTPC, Chair and FTPC.
- d. CSAP Professional leaves shall be contained entirely within one regular term.
- e. No more than twenty percent (20%) of CSAP Members shall be on professional leave within the University during any academic year. Priority will be determined according to, first: least number of leaves already taken; then: years of service
- f. Reasonable efforts will be made to grant leaves subject to operational requirements.
- g. If a CSAP member's eligible application is deferred by the Dean, the deferred period shall count towards the subsequent leave application.
- h. A CSAP Member who has been on professional leave shall submit to her Dean, within thirty (30) days following the official date of her return to the University, a written report of her activities during the leave. A CSAP Member who obtains a professional leave undertakes to remain in the service of the Employer following the leave for a period of time equal to the length of the professional leave.

2. The Parties agree that all other conditions of the April 25, 2016 Letter of Understanding regarding CSAP appointments remain active.
3. The Parties agree that this solution is unique to the CSAP incumbents and creates no precedent.

## LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

### GENDER SALARY DIFFERENTIALS

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WHEREAS the parties confirm their agreement that gender should not determine salary differentials between APUO members and that they will work together in good faith to eliminate any potential gender wage gap within the bargaining unit.

THE PARTIES AGREE TO THE FOLLOWING TERMS:

The Employer and the APUO shall create a Gender Wage Gap Committee (“GWGC”) to investigate potential gender-based, internal pay inequities. Each party shall appoint at least one person with demonstrated expertise in salary differentials, econometrics, pay equity, or faculty labour relations, to the committee. If a party objects to an appointment from the other party, they can request a different appointment. Such an objection shall be objectively evaluated and shall not be unreasonably refused. The committee shall consist of four (4) persons, to include two (2) persons appointed by each party. In addition to the committee members, the parties shall jointly appoint an impartial observer with demonstrated expertise in university faculty compensation exercises to serve as a resource person, and who may fully participate in all meetings but shall not have voting rights.

*The committee* shall follow, as a starting point, the methodology used in 2016 and 2017 by the Wilfrid Laurier University and Wilfrid Laurier University Faculty Association exercise to determine if gender-based pay differentials exist within the bargaining unit.

The following stipulations shall apply to *the committee’s* deliberations:

1. *The committee* may invite additional assistance from individuals or organizations with expertise in gender-based, internal pay equity analyses, as the need arises. In such cases, the parties shall agree to the invitee and all costs entailed by this invitation shall be divided equally between both parties.
2. In the event that gender-based pay differentials are identified, *the committee* shall recommend appropriate salary and other adjustments required to correct the differentials.
3. *The committee* shall report its findings and recommendations to both parties no later than one (1) year after ratification of the Collective Agreement whose start date is May 1, 2018.

4. All pay differentials identified by *the committee* shall be addressed by the Employer within twelve (12) months after publication of the report referred to in point #3.



## LETTER OF UNDERSTANDING

BETWEEN  
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

### GRIEVANCE MEDIATION – PILOT PROJECT

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The Parties agree to implement a pilot project, for the duration of the collective agreement, replacing Step 2: Formal Grievance Committee (FGC) with Step 2: Mediation.

- It is understood that all grievances that are not resolved following a Step 1 Meeting, regardless of the nature of the grievance, will proceed to Step 2: Mediation.
- Mediation is voluntary. If one Party refuses to participate in Mediation, the grievance can proceed to Step 3: Arbitration pursuant to 13.6.1.
- The costs of the Mediator and meeting space (if not on campus) shall be shared equally between the Parties, it being understood that the Mediator may, due to exceptional circumstances, render a different determination.
- For the duration of the pilot project, section 13.5 will read as follows:
  - 13.5.1 Where a grievance is not resolved at Step 1, the grievor may submit the grievance to Mediation by forwarding to the other Party's liaison officer, a request to that effect within ten (10) working days of receipt of the Step 1 memorandum.
  - 13.5.2 The liaison officer shall, within ten (10) working days following receipt of the request for Mediation under 13.5.1, advise the other Party's liaison officer whether they accept Mediation. If Mediation is refused, the grievance shall proceed to Step 3: Arbitration pursuant to 13.6.
  - 13.5.3 A third-party external mediator shall be appointed by the parties within ten (10) days following section 13.5.2, at which time the Parties shall also agree to the length of time required for Mediation, which can be prolonged at the request of either party. The Mediation shall be convened within a reasonable time period.
  - 13.5.4 The mediator shall issue a report, within five (5) working days following mediation, stating whether the Parties were able to resolve the matter.
  - 13.5.5 If the matter was not resolved at Mediation, the grievance may be referred to Step 3: Arbitration pursuant to 13.6. If the grievor does not refer the matter to arbitration, the grievance shall be deemed withdrawn or settled pursuant to section 13.2.5.
- For the duration of the pilot project, article 13.6.1 will read as follows:

13.6.1 Within fifteen (15) working days following the receipt of the mediator's report in Step 2: Mediation, or the receipt of the Mediation refusal of either Party in cases that bypass Step 2: Mediation, the grievor may refer the grievance to Step 3: 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.

- For the duration of the pilot project, the following sub-sections of section 13.2 will read as follows:

13.2.8 The Employer's Liaison Officer shall without undue delay forward to the Association's Liaison Officer a copy of any letter of disagreement, brief, or notice of grievance, and, in the case of a private grievance, any request for referral of the grievance to the mediation, or notice of referral to arbitration, and notice of the time and place of any mediation or arbitration .

13.2.10 Where a grievance is filed against an Employer decision, the Employer decision shall stand and remain effective until and unless the Employer reverses its decision, or if the arbitrator has issued an interim order with respect to the grievance, or there has been a final and binding determination by the arbitrator upholding the grievance, or there has been settlement.

13.2.11 The parties shall make every reasonable effort to resolve matters of a purely procedural nature prior to mediation or arbitration.

**LETTER OF UNDERSTANDING**

BETWEEN

THE UNIVERSITY OF OTTAWA (Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA (APUO)

**Student evaluation data**

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1. The parties agree that for the next three academic years the University may utilize the student evaluation data collected as authorized by Senate in making career recommendations and decisions.
2. The parties will meet in the month of May each academic year during the next three years to review whether there are issues arising from the use of the student evaluation data in making career recommendation and decision.

## **LETTER OF UNDERSTANDING**

The parties agree to engage in a facilitated discussion regarding the sustainability of the pension plan. Discussions will include but not be limited to plan sustainability and reviewing all options, including the JSPP.

The discussions for terms of reference will be facilitated by mediator William Kaplan and will occur during life of the Collective Agreement beginning on May 1, 2018.