

uOttawa & APUO negotiations

3. Employer Proposals – Various changes

presented March 20, 2013

4.4.2 Si, après avoir négocié en toute bonne foi, les parties ne réussissent pas à s'entendre sur toutes les questions relatives à la détermination de la rémunération et des ~~aux~~ avantages sociaux, ~~c'est-à-dire les questions visées par les articles 40 et 41 de la présente convention, autres que celles de la section 40.8, ainsi que toute nouvelle proposition pertinente, présentée par l'une ou l'autre des parties—et pourvu que, pour toute autre question, soit que les parties aient convenu de la retirer des discussions, soit qu'elle fut résolue, les parties ayant rédigé des dispositions mutuellement acceptables pour inclusion dans une convention collective—les questions susmentionnées qui demeurent en litige~~ces questions peuvent alors être soumises à l'arbitrage exécutoire par l'une des deux parties conformément à la procédure définie à l'annexe C. Les parties conviennent qu'il n'y aura ni grève ni lock-out pour raison de litige en matière de détermination de la rémunération ou d'avantages sociaux.

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4.5.1 Si les parties ~~n'ont pas ratifié une nouvelle convention collective~~ **soumettent des questions monétaires selon le processus d'arbitrage prévu à 4.4.2**, toutes les dispositions de la présente convention, excepté 4.1.2, continueront à s'appliquer :

- (a) jusqu'à ce **que la décision arbitrale soit rendue ou** qu'une nouvelle convention soit ratifiée par les parties ; ou
- (b) à moins qu'une grève légale ou un lock-out soit en cours.

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6.1.1 L'Association a le droit d'occuper des bureaux sur le campus de l'Université d'Ottawa, à condition de payer à l'employeur un montant fixé au 1^{er} mai de chaque année par celui-ci. Dans un tel cas, l'Association a accès aux services suivants de l'Université d'Ottawa, sur la base d'un recouvrement des coûts : ~~accès aux services suivants de l'Université d'Ottawa, à condition de payer à l'employeur un montant fixé au 1^{er} mai de chaque année par celui-ci. Dans un tel cas, l'Association a accès aux services suivants de l'Université d'Ottawa, sur la base d'un recouvrement des coûts :~~ ~~au coût habituel applicable aux usagers internes :~~ téléphone, poste, services audio-visuels, reproduction et impression, services d'informatique ~~et de bureau.~~

6.1.2 L'employeur doit mettre des salles de réunion adéquates à la disposition de l'Association, sans frais, dans la mesure où les salles demandées sont disponibles ~~elle lui donne des avis raisonnables.~~

~~6.1.3 L'Association a le droit d'occuper des bureaux convenablement équipés et entretenus, dans un endroit central de l'Université d'Ottawa, et doit payer à l'employeur un montant fixé tous les ans par celui-ci, conformément aux usages pratiqués à la date de la présente entente.~~

***6.3.1** Every member shall have the right to participate in any activities of the Association, and the employer shall not interfere with the member's attending Association meetings or attending to Association business, provided such participation or attendance does not interfere with the member's performance of workload duties. ~~Without limiting the generality of the foregoing, a librarian member shall, upon reasonable notice to the chief librarian or her delegate, be given leave to attend meetings of the APUO Board of Directors, APUO committees, University committees as an APUO nominee or representative, a negotiating team, and the APUO membership.~~

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Section 7.1

Conditions – *Conditions

~~Persons who are not members of the bargaining unit covered by this agreement, hereinafter called nonmembers, 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 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 **nonmembers** (persons who are not members of the bargaining unit covered by this agreement). ~~sessional lecturers, visiting professors or professors seconded from other institutions. In any 2 consecutive terms, a sessional lecturer shall not be given a teaching assignment equivalent to more than 5 regular one-term courses.~~~~

7.2 Limits

~~In order to manage the size of membership, the employer agrees to periodically set a target student-professor ratio, 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.~~

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33 *Outside professional activities

(a) **Relationship to employer** It is understood that members of the bargaining unit are employed either on a full-time basis or on some agreed-upon fixed proportion of a full-time basis by the University of Ottawa. The parties recognize that members are professionals whose employment obligations encompass not only scheduled duties but also their scholarly activities, administrative duties and service to the academic community, in accordance with articles 20 to 22 of this agreement.

(b) **Outside professional activities**

(i) A member may engage in outside professional activity provided that such activity does not conflict or interfere with the fulfillment of the member's obligations to the employer pursuant to articles 21 and 22 of this agreement.

(ii) A member shall notify her dean in writing in advance of the nature and scope of any non-trivial proposed outside professional activity. After consultation with the member concerned, the dean shall determine whether such activity is in conflict with the member's obligations to the employer. The member or the dean may request a redetermination at any time following a change in circumstances.

(iii) All such activities shall be reported by the member in her annual report provided to the dean and shall include a detailed description of such outside professional activities. This report will also include whether such activities occurred during a funded leave period.

(c) **Use of employer facilities** If outside professional activities involve the use of employer facilities, equipment, supplies, or services, the member must assume the additional costs, unless the dean agrees otherwise. These costs shall be determined by the dean or her delegate, after consultation with the member. Such determination shall not be unreasonable. It is understood that University activities shall have priority in any use of employer facilities, equipment, supplies, or services.

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*35.2.2.2 With respect to any original work developed with the use of employer facilities under 35.2.1.1 or 35.2.1.2, the member shall grant to the employer a non-exclusive, royalty-free, irrevocable and non-transferable right for the use of said work ~~for a minimum of 2 years~~ by the University for internal purposes, not including any activities funded by grants or contracts administered by the University. ~~After such time the member may withdraw this right to use.~~

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***28.1.2** Vacation leave entitlement for faculty members, counsellor members, and language teacher members is as follows: a member employed for a full academic year is entitled to 1 month of vacation leave; a member employed for less than a full academic year is entitled to a proportionally shorter vacation leave. **A member on a reduced working hours or a transition to retirement program is entitled to vacation leave on a prorated basis of the hours worked.**

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***39.5.1** The University Policy on ~~Sexual~~ **the Prevention of Harassment and Discrimination** approved by the Board of Governors as Policy 67a (hereinafter referred to as the "Policy") shall apply in the case of an allegation of ~~sexual~~ harassment **and discrimination** against a member of the Association of Professors of the University of Ottawa bargaining unit under the terms set out in this section.

***39.5.2** In the event that any amendment or amendments to the Policy affect the substance of the provisions of this section or conflict with other provisions of this collective agreement, the parties agree to negotiate changes to this section as required; until such time as the negotiations are concluded, the then current 39.5 and the Policy to which it refers shall continue to apply.

***39.5.3** The Policy and the provisions of this section shall apply only to complaints of ~~sexual~~ harassment **and discrimination** as defined in the Policy against a member of the APUO bargaining unit allegedly occurring in the course of the member's employment with the Employer, ~~or involving alleged influence or pressure by virtue of the member's employment status on an individual who has a relationship with the University.~~

***39.5.4** ~~With respect to appointments under paragraph 4 of the Policy, the Association shall forward the names of the 2 appointees. The Secretary of the University may, on reasonable grounds, reject one or both names put forward whereupon the Association shall forward a replacement name or names until the appointment process is completed.~~

***39.5.5** With respect to a complaint of ~~sexual~~ harassment **and discrimination** against a member, the procedures set out in the **Administrative Procedure 36-2** ~~Policy at paragraphs 8 through 15 inclusive shall apply, it being understood that the request to the respondent under paragraph 13 shall include notification to the respondent that "a copy of the response, if any, will be forwarded to the complainant, and could subsequently be forwarded to your dean if a further investigation is required". It is also understood that paragraph 15 of the Policy shall be read to begin with the words "After receiving the written complaint, response (if any) and reply (if any) pursuant to paragraphs 12, 13 and 14,...."~~

***39.5.6** ~~In the event that no meeting is convened or no settlement is reached pursuant to paragraph 15 of the Policy, and unless the Sexual Harassment Officer is of the opinion that the complaint is frivolous, vexatious or vindictive or that the conduct complained of cannot reasonably be said to fall within the definition of sexual harassment as set out in paragraph 2 of the Policy, she shall forward the written complaint and response (if any) to the dean, who shall proceed with an investigation pursuant to 39.1.2. After the dean's investigation, if the dean has reasonable grounds to believe the member has committed an act of sexual harassment, the dean shall proceed under 39.4. Should the dean decide not to proceed under 39.4, no record of the matter shall be placed in the member's file.~~

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***39.5.7** It is agreed that the provisions of 13.2.2, 13.2.6, and 13.2.9 of the collective agreement apply, *mutatis mutandis*, to the meetings and exchanges of information under Policy 67a. ~~leading up to any action by the Sexual Harassment Officer under 39.5.6.~~

~~***39.5.8** It is agreed that the Sexual Harassment Officer is neither compellable nor competent to give testimony in any proceeding under the Policy or before any other tribunal established under the collective agreement respecting information obtained pursuant to the Policy.~~

***39.5.9** It is agreed that a member against whom a complaint has been made and the Association retain all rights and protections accorded to members and the Association under the collective agreement with respect to any investigation, hearing, or action by the employer and, without limiting the generality of the foregoing, these shall include:

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

***39.5.10** Any provision of the collective agreement not explicitly modified herein shall continue to be applicable to any investigation, hearing, recommendation, or decision respecting a complaint dealt with under the Policy.

***39.5.11** Nothing in the Policy or this section shall be interpreted as removing the right of a complainant or respondent who is a member from seeking assistance from the Association in any matter associated with the application of the Policy or in pursuing a grievance related thereto.

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Teaching focused regular professor proposal (NEW)

17.1.1.1 (a) Academic staff members shall have either a *regular* appointment or a *special* appointment.

(b) Both tenured and limited-term regular appointments can be linked to either the category of traditional or teaching focused positions upon hiring. Once appointed to such a position, transfer to the other category shall be on a competitive basis.

17.1.4.3 In the case of a regular professor, the letter of appointment shall also specify:

(a) the number of years of relevant previous experience as defined in 23.4.1.1(a) and (b) recognized by the employer, if applicable;

(b) the academic year during which, in accordance with the provisions of article 18 for language teachers and counsellors or article 25 for faculty members, the Joint Committee must make a decision regarding the professor's tenure and, if any previous experience is recognized pursuant to 23.4.1.1(b), the year in which the professor will become eligible for tenure;

(c) the level of knowledge of the second official language required of the professor, and the time at which this level is to be attained;

(d) the provisions set forth in section 40.5 regarding reimbursement of moving expenses;

(e) any other specific terms of employment, agreed to by the employer and the professor, provided that these are not inconsistent with the terms of this agreement;

(f) whether the position is to be held in a teaching focused or traditional category.

22.1.1 Workload

*22.1.1.1 (a) The total workload of a faculty member comprises several functions, including teaching (section 20.2), scholarly research activities (section 20.3), and academic service activities (section 20.4).

(b) The workload for teaching focused members comprises several functions but predominantly consists of teaching duties and to a lesser extent, a research component. It can also include student supervision and administrative duties as described below:

i) Teaching is the main function and as such teaching load must be equal to 80% of full-time duties, it being understood that teaching includes but is not limited to the following activities:

a) Giving courses, conducting seminars, guiding tutorials and laboratories and supervising individual study projects.

b) Preparing and correcting assignments, tests and examinations.

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- c) Guiding the work of teaching assistants, markers and laboratory instructors.
 - d) Granting consultations outside of class or laboratory time.
 - e) Participating in the development of teaching methods, programs or course content.
 - f) Preparing instructional material, laboratory exercises and course notes for the member's own students.
 - g) Writing textbooks.
 - h) All other activities in which the member engages for the purpose of preparing courses and seminars, including those undertaken to ensure that her teaching is in keeping with the current state of the subject taught, are considered teaching activities.
 - i) While teaching focused professors are expected to play key roles in teaching of large introductory classes, they can teach upper year courses or developing new courses.
 - j) Student supervision: While teaching focused professors are not admissible into the Faculty of Graduate and Postdoctoral Studies, teaching focused professors are expected to supervise students in areas of research related to pedagogy or other projects approved by the dean.
- ii) Research duties: Research is also an integral part of the role of teaching focused professors, it being understood that research undertaken by teaching focused professors would normally be directed toward the advancement of the scholarship of teaching and learning; research activities may include but are not limited to the following activities:
- a) Developing and/or reviewing innovative methods, materials or strategies in aid of teaching and learning (could include animations, simulations, visualizations).
 - b) Evaluating teaching and learning methods and materials.
 - c) Publishing articles in journals for the scholarship of teaching and learning.
 - d) Organizing and presenting at conferences and workshops.
 - e) Incorporating tools and strategies from conferences and workshops into teaching and learning.
 - f) Writing textbooks
 - g) Creating websites and online seminars related to the scholarship of teaching and learning.
 - h) Mentoring other teachers, at the university and high school levels.
 - i) Work done under contract, provided it contributes to the advancement of knowledge, and that the results are accessible in a form permitting peer evaluation.
 - j) Editing of a scholarly publication, where there is evidence that the member's work extends beyond customary editorial duties and includes a significant contribution to the advancement of knowledge of the scholarship of teaching and learning.

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iii) Administrative duties; eligible to serve on administrative committees and to hold administrative positions.

*23.2.4.2 (a) Except as otherwise provided for in this agreement, any formal evaluation of a faculty member's performance of workload duties shall give proper consideration to her performance in each of the three components of workload, namely teaching, scholarly activities, and academic service.

(b) Formal evaluation for members in teaching focused positions shall be based on evaluation criteria related to teaching, scholarship of teaching and pedagogical research.

Formal evaluation will be conducted for the circumstances mentioned under 23.2.1.3 but thereafter, such evaluation could be performed as deemed necessary.

Note about leaves / benefits / compensation:

Professors in the teaching focused positions are eligible to the same leaves, benefits, and compensation available to the traditional professors.