

## 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 toute autre activité en vertu du principe de la liberté académique comme indiqué à l'article 9. 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 **Accommodation** The parties recognize that the employer has a legal duty to accommodate, up to the point of undue hardship, members affected under article 8. Where this is the case, the employer, the member and the association will cooperate to find appropriate accommodation measures that respect the member's dignity, are equitable and which enhance her ability to compete for jobs, perform her work, and fully participate in the life of the University.

8.1.3 **Applicability and Interpretation** The parties agree that the inclusion of specific references to the employment of this article elsewhere in the Collective Agreement does not limit its generality, nor its applicability to other articles.

### Section 8.2 - Further provisions

\*8.2.1 Where a member is required to have or to attain a specified level of competence in French or English in accordance with article 11, such requirement shall be deemed nondiscriminatory.

\*8.2.2 Where a member's handicap disability interferes with the fulfillment of her workload duties, any related measures the employer takes pursuant to 8.1.2 taken by the employer which affect the member's working conditions and terms of employment shall be deemed nondiscriminatory, ~~it being understood that the employer shall not take any such measures unless:~~

~~(a) — they are required in light of the member's inability to meet satisfactorily the objective requirements of her employment; and~~

~~(b) — the employer has, previous to taking any such measures, taken all reasonable steps which could enable the handicapped member to continue performing her workload duties.~~

\*8.2.3 Where a criminal record or a record of offenses is demonstrably detrimental to a member's suitability for her position, any appropriate measures taken by the employer which affect the member's working conditions and terms of employment shall be deemed nondiscriminatory.

- \*8.2.4 The application of this agreement's provisions regarding retirement and a member's residence shall be deemed nondiscriminatory.
- \*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".
- \*8.2.6 Any differentiation in relation to hiring or in terms or conditions of employment in order to comply with any equity measures mandated by law or agreed upon by the parties shall be deemed to be nondiscriminatory.
- 8.2.7 In the event that a member has a disability that requires her to go on full time disability status, the employer shall ensure the member can return to her position if her condition improves, up until such a time that her doctors unequivocally confirm that there is no possibility she will ever be able to return to work in the future.

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## **ARTICLE 5 - General administration**

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

#### **5.2.1 General**

\*5.2.1.2 Subject to 5.2.1.7, at each stage of the recommendation and decision process, the committee or person making the recommendation or decision shall comply with the duty to accommodate pursuant to article 8 and give proper consideration to and shall base the recommendation or decision solely on:

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## ARTICLE 17 - Engagements

### Section 17.3 - Specific provisions for limited-term regular appointments

#### 17.3.3 Renouvellement d'engagement régulier

- \*17.3.3.2 Sous réserve de 17.3.3.3, l'engagement d'un professeur régulier syndiqué non permanent doit être renouvelé lorsque:
- (a) les conditions précisées dans la lettre d'engagement en cours ont été remplies par le membre;
  - (b) la qualité des activités savantes et des services à la communauté universitaire est satisfaisante, et l'enseignement dispensé par le membre, selon l'évaluation faite conformément à l'article 24, ~~satisfaisante~~ ~~satisfait aux exigences~~, est satisfaisante;
  - (c) le membre a maintenu les compétences particulières, correspondant aux besoins du département, pour lesquelles il avait initialement été engagé.

L'évaluation de ces critères doit respecter le devoir d'accommodation conformément à l'article 8.

Dans le cas d'un premier renouvellement, l'engagement d'un professeur régulier syndiqué non permanent peut être renouvelé même si le professeur n'a pas répondu à l'ensemble de (a), (b), et (c) ci-dessus, pourvu que l'ensemble de (a), (b), et (c) seront probablement atteints avant que le dossier du membre soit examiné en vue du deuxième renouvellement. Dans le cas d'un second renouvellement, le membre doit répondre à l'ensemble de (a), (b), et (c), à moins que les parties à la convention ne s'entendent autrement.

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

### **Section 18.1 - Bibliothécaires: Engagements continus**

#### **18.1.2 Passage de l'engagement préliminaire à l'engagement continu**

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 evaluation shall be carried out at least 6 months before the end of a preliminary appointment of 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 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 12 months before making a final decision.\*18.1.2.3 La décision de poursuivre ou non l'engagement intérimaire du membre, suite à la première évaluation de son rendement, est prise par le bibliothécaire en chef. Celui-ci, pour la prendre, donne toute la considération voulue à la recommandation du CPB.

(e) the evaluation and decision process must comply with the duty to accommodate pursuant to article 8.

### **Section 18.2 - Bibliothécaires: Promotion**

18.2.1 The ranking system is composed of five ranks: I, II, III, IV, and V. These are available on the basis of personal promotion, and the specific criteria are given below. These ranks are not linked to any position but recognize a librarian member's cumulative contributions to her activities named in 20.5.1 (Professional activities), 20.5.2 (Administrative activities), 20.5.3 (Scholarly activities), and 20.5.4 (Academic service activities).

The evaluation and decision processes for all promotion applications as outlined in 18.2.2, 18.2.3, 18.2.4 and 18.2.5 must comply with the duty to accommodate pursuant to article 8.

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### Section 18.3 - Professeurs de langue: Permanence

#### 18.3.2 Etude de la permanence

\*18.3.2.2 Toute décision relative à la permanence est prise par le Comité mixte selon les critères et procédures énoncés dans le présent article. Le Comité mixte décide:

- (a) soit d'accorder la permanence à compter du début de la prochaine année universitaire;
- (b) soit de refuser la permanence, auquel cas l'emploi du professeur de langue se termine à la fin du contrat actuel;
- (c) soit de reporter la décision concernant la permanence, auquel cas les dispositions de 18.3.2.3 s'appliquent.

The evaluation and decision processes for all tenure applications as outlined in 18.3 must comply with the duty to accommodate pursuant to article 8.

### Section 18.4 - Language teachers: Promotion

#### 18.4.1 General

\*18.4.1.2 The requirements for the ranks of language teacher I, II, III, and IV are set forth in 18.4.2 and the procedures for promotion to those ranks are set forth in 18.4.3. The evaluation and decision processes for all tenure applications as outlined in 18.4 must comply with the duty to accommodate pursuant to article 8.

### Section 18.5 - Conseillers: Permanence

#### 18.5.2 Tenure decision

\*18.5.2.3 Decisions regarding tenure are made by the Joint Committee, according to the criteria and the procedures set forth in this section. The Joint Committee shall decide:

- (a) to grant tenure as of the beginning of the forthcoming academic year; or
- (b) to refuse tenure, in which case the member's employment will terminate at the end of the current contract; or
- (c) to defer the decision regarding the granting of tenure, in which case the provisions in 18.5.2.4 shall apply.

The evaluation and decision processes for all tenure applications as outlined in 18.5 must comply with the duty to accommodate pursuant to article 8.

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## **Section 18.6 - Counsellors: Promotion**

### **18.6.1 General**

- \*18.6.1.4 Particulars related to the promotion requirement, that the member must hold a doctorate or master's degree in psychology or a related discipline, are set forth in 23.6.2. Procedures related to the promotion requirement, that the member must have a certain number of years of professional experience, are set forth in 23.6.3. The evaluation and decision processes for all promotion applications as outlined in 18.6 and 23.6.3 must comply with the duty to accommodate pursuant to article 8.

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## **ARTICLE 22 - Workload**

### **Section 22.1 - General provisions (faculty members)**

#### **22.1.1 Workload**

\*22.1.1.2 The exact distribution of this workload depends on the particular aptitudes of the member, on her discipline, on the opportunities she has to carry out scholarly activities and academic service and to accept specific administrative duties, ~~and~~ on the needs and priorities of the University of Ottawa and its constituent units, and must comply with the duty to accommodate pursuant to article 8. Without minimizing the importance of academic service, the parties nonetheless agree that, in the long run, a faculty member's workload must reflect her two principal functions, namely teaching and scholarly activities.

### **Section 22.2 - Teaching**

#### **22.2.1 Teaching load**

\*22.2.1.3 The teaching load of a faculty member shall not differ substantially from the normal teaching load per member for her department except where

- (a) the member is notified pursuant to 22.1.2.4; and
- (b) such differences are justified by factors such as those in 22.2.1.4; or
- (c) such differences are justified by the extent of the members' respective involvement in nonscheduled teaching duties such as supervision of individual work or studies by undergraduate or graduate students, or responsibility for directed reading courses; or
- (d) such differences occur pursuant to 22.2.1.5 or 22.2.1.6; or

(e) such differences are the result of the employer's duty to accommodate pursuant to article 8.

\*22.2.1.4 As the total effort required by a course can vary considerably from course to course, and in order to ensure that members' teaching loads are allocated fairly and equitably, the dean, as well as any person or committee making a recommendation regarding a member's teaching load, shall give proper consideration to relevant factors such as the following:

- (a) the average class size, calculated over the last three (3) years, based on enrolment reported to the government, department benchmarks, number of student contact hours (defined as the product of student enrolment and the number of hours of scheduled contact with students), and course format;
- (b) whether the member will be responsible for the supervision of laboratory work as part of the scheduled courses;
- (c) the availability of markers or teaching assistants;



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- (d) whether an assigned course will be one that the member has not taught before, or one where the member's former approach will undergo substantial revisions, or where the assignment of a course will result in an increase in the anticipated hours for preparation, grading or administration;
- (e) the member's area of expertise;
- (f) the number of distinct courses to be taught by the member;
- (g) the level and the type of the course;
- (h) the location of the course (on or off-campus);
- (i) special factors, such as filming or broadcasting of lectures, or the use of teleconference teaching;
- (j) the language of instruction;
- (k) the duty to accommodate pursuant to article 8.

\*22.2.1.5 A member's teaching load may be less than provided for in 22.2.1.3:

- (a) when such reduction is justified by academic service activities and the like included in the member's workload; or
- (b) where, subject to budgetary feasibility, such reduction is justified by the member's exceptionally heavy involvement in scholarly activities; or
- (c) where other circumstances exist which, in the dean's opinion, justify a relatively lighter teaching load for this member for the academic year in question.
- (d) so that a newly appointed junior member may balance the need for time to prepare new courses and to establish a research program, it being understood that, where this reduction is applicable, a reference to it, to its size, and to its duration will appear in the member's initial contract.
  - (i) Where this applies, the member's initial contract will include mention of the following: "The normal teaching load in the name of department or faculty is ##. New junior professors at the rank of assistant professors or less in the department/faculty receive a reduction in teaching load of not less than ## for period. Reductions may be greater under certain circumstances. In your case, you will receive a reduction of ## for period."

(e) as the result of the duty to accommodate pursuant to article 8.

**22.2.4 Procedures**

\*22.2.4.1 A faculty member's teaching assignment is determined as follows.

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- (a) During the winter term preceding the academic year in question, the department chair shall prepare and forward to the dean a recommendation regarding the teaching duties to be assigned to each department member in the coming academic year.
- (b) Prior to formulating her recommendation, the chair shall consult the member concerned and, where one exists, the DTPC. Procedures for such consultation may be established by the departmental assembly.
- (c) A member's teaching assignment shall be determined by the dean upon giving proper consideration to the recommendation of the member's department chair and any opinions forwarded to the dean by the member's DTPC, and must comply with the duty to accommodate pursuant to article 8.

### Section 22.3 - Librarians

#### 22.3.1 General

\*22.3.1.4 In order to ensure equitable allocation of assignments when determining individual workloads, the University Librarian (or designate) shall consider the following:

- (a) obligations of the unit to develop and provide services;
- (b) scope of the operation for which the member is responsible, including budget responsibilities and number of staff supervised;
- (c) scheduled contact hours or tasks (instruction, training, reference services, user advice, etc.), direction, planning, implementation and supervision of library systems and electronic resources or tasks, or, bibliographic organization and control of library materials;
- (d) committee responsibilities;
- (e) external liaison activities; and
- (f) other special factors pertaining to the position, and
- (g) must comply with the duty to accommodate pursuant to article 8.

### Section 22.4 - Language teachers

#### 22.4.2 Assigned duties

\*22.4.2.1 Subject to the provisions of this section and the duty to accommodate pursuant to article 8, the dean may include in a member's assigned duties an appropriate combination of:

- (a) teaching duties;

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- (b) administrative duties related to the operation of the Official Languages and Bilingualism Institute or the University of Ottawa, which are such that they require that the member be relieved of some responsibilities in the area of teaching, scholarly, or academic service activities; or
- (c) certain other assigned activities which are necessary for the effective operation of the Institute or the University of Ottawa, including, but not limited to, the design, preparation and supervision of language tests to be administered to present or prospective students or employees at the University of Ottawa, the counselling of students, participation in duties related to registration, attendance at Institute meetings.

**22.4.4 Normal teaching load**

\*22.4.4.4 Deviation from normal load For language teacher members, the assigned teaching load in any academic year may differ from the normal teaching load prescribed in 22.4.4.2:

- (a) when such reduction is justified by activities included in the member's workload pursuant to 22.4.2.1(b) or (c);
- (b) where, subject to budgetary feasibility, such reduction is justified for a member holding the rank of language teacher III or IV, by the member's exceptionally heavy involvement in scholarly activities;

(c) as the result of the duty to accommodate pursuant to article 8.

**Section 22.5 - Counsellors**

**22.5.4 Workload assignment**

\*22.5.4.1 A counsellor member's assigned counselling duties for an academic year shall be determined in accordance with the procedures and provisions set forth in this subsection and must comply with the duty to accommodate pursuant to article 8.

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## **ARTICLE 23 - Revue et évaluation**

### **Section 23.1 - Dispositions générales**

#### **23.1.1 Evaluation**

- \*23.1.1.1 Rien dans la présente convention collective ne doit être interprété comme restreignant le droit général du Sénat d'évaluer, par divers moyens et d'une manière aussi continue que possible, la qualité et la pertinence de l'enseignement, des travaux scientifiques, artistiques, littéraires ou professionnels, et des services à la communauté universitaire qui se font à l'Université d'Ottawa. Cela dit, les parties conviennent de ce qui suit.
- (a) L'employeur ou le doyen, dans le cadre de ses droits et de ses responsabilités en matière de gestion du personnel, peut -- pour se faire une opinion à propos de la qualité du rendement d'un ou de plusieurs membres -- évaluer le rendement de ce(s) membre(s), y compris solliciter des avis à ce sujet auprès de personnes appropriées, sans que ce geste puisse en lui-même faire l'objet d'un grief; étant entendu que les procédures d'évaluation du rendement mises en oeuvre par l'employeur ne doivent pas aller à l'encontre de la présente convention et que l'usage que celui-ci pourra faire de ses résultats quant à la gestion du dossier d'un membre, à l'évaluation de son rendement et à la progression de sa carrière, doit être conforme à la présente convention collective.
  - (b) Le Sénat, ou un autre organisme agréé par lui, ou le doyen, peut évaluer de temps à autre la qualité et la pertinence des programmes d'études et des activités scientifiques, artistiques, littéraires ou professionnelles d'une unité scolaire ou d'un service, y compris le rendement de leurs membres, et établir tous règlements et procédures qu'il juge utiles à ce sujet, étant entendu que l'usage que l'employeur pourra faire des résultats de ces évaluations quant à la gestion du dossier d'un membre, à l'évaluation de son rendement et à la progression de sa carrière, doit être conforme à la présente convention collective.
  - (c) Le Sénat peut exiger que les membres du personnel enseignant soient soumis à l'évaluation de leurs cours et de leur enseignement, par les étudiants et autrement, étant entendu que les instruments et procédures d'évaluation ne doivent pas aller à l'encontre de la présente convention et que l'usage que l'employeur pourra faire des résultats de ces évaluations quant à la gestion du dossier d'un membre, à l'évaluation de sa performance et à la progression de sa carrière, doit être conforme à la présente convention collective.
  - (d) Toutes les évaluations, recommandations et décisions doivent respecter le devoir d'accommodation conformément à l'article 8.

#### **23.1.2 Annual reports**

- \*23.1.2.3 Where a member's dean has any doubts as to the appropriateness or feasibility of a member's proposed scholarly activities, the dean shall give proper consideration to factors such as the member's previous scholarly activities, grants or contracts received, favorable peer evaluations of grant applications or similar proposals, or invitations to present scholarly work, prepare an exhibition or participate in an artistic activity and shall comply with the duty to accommodate

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pursuant to article 8. Where the dean, after proper consideration of the relevant facts, considers her doubts to be valid, she may communicate them to the member and to her chair.

## **Section 23.2 - Assessment of a faculty member's performance of workload duties**

### **23.2.2 Annual review**

\*23.2.2.1 Every faculty member's performance of workload duties shall be reviewed annually. The annual review shall be carried out by the dean. The annual review shall take place at the end of the academic year for which the member has submitted a report pursuant to 23.1.2, shall comply with the duty to accommodate pursuant to article 8, and shall be addressed to the member's performance during that academic year, it being understood that the member's performance during that academic year will be reviewed in light of her performance during a period of several academic years prior to the year in question.

### **23.2.4 Formal evaluation**

\*23.2.4.2 Except as otherwise provided for in this agreement, any formal evaluation of a faculty member's performance of workload duties must comply with the duty to accommodate pursuant to article 8 and shall give proper consideration to her performance in each of the three components of workload, namely teaching, scholarly activities, and academic service.

\*23.2.4.3 The following guidelines apply in the course of any formal evaluation of a member's performance of workload duties.

- (a) The member's academic service activities shall be assessed by the FTPC and the dean concerned, after they have received the written opinion of the DTPC and chair.
- (b) The member's performance, overall and in any one of the three components, shall be evaluated in comparison to a relevant group of peers.
- (c) A member's degree of success in obtaining external funding for scholarly activities shall not, in and of itself, be used to the member's detriment.
- (d) In the case of a formal evaluation related to the imposition of a disciplinary measure, the member's performance, overall and in any of the three components, shall be deemed satisfactory unless a different finding is warranted by available evidence, it being understood that consideration shall be given to the following.
  - (i) A weaker performance in one area may be compensated for by a stronger performance in another, it being understood that academic service, though not as fundamental a component as teaching and scholarly activities, is nonetheless an essential part of a member's workload duties.
  - (ii) Secondments, the inclusion of special tasks in a member's workload, maternity leave, or prolonged illness, may affect a member's performance.

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- (iii) Reduced (or absence of) participation in some workload components is acceptable when it is part of written arrangements between the member and the employer: and/or is the result of the employer's duty to accommodate pursuant to article 8.

### Section 23.3 - Assessment of scholarly activities

\*23.3.1 **General** Whenever this agreement calls for an assessment of a faculty member's scholarly activities, the assessment process, recommendation and decision must comply with the duty to accommodate pursuant to article , and the following provisions shall apply.

- (a) The member may submit for assessment articles, books or contributions to books, the text of presentations at conferences, reports, portions of work in progress, and, in the case of literary or artistic creation, original works and forms of expression.
- (b) Works may be submitted in final published form, as galley proofs, as preprints of material to be published, or as final or preliminary drafts. Material accepted for publication shall be considered as equivalent to actually published material.
- (c) Instead of the works themselves, the member may submit a clear and detailed description of any works which are such that their physical submission is not practical.
- (d) The works submitted by a member shall be in a form in which they can undergo peer evaluation.
- (e) The member may submit works produced in cooperation with others, provided that the extent of the member's contribution to such works is clearly identified.
- (f) With respect to activities which are not adequately reflected in works of the type indicated in (a), the member may submit such descriptions and documentation as she deems appropriate for the activities in question.
- (g) Works resulting from scholarly activities undertaken on a contract basis shall be considered during any assessment of the member's performance, provided that they conform to (a)-(e) above.
- (h) It is understood that since methods of dissemination may vary among disciplines and individuals, dissemination shall not be limited to publication in refereed journals or any particular form or method.

#### 23.3.2 **Outside evaluators**

\*23.3.2.9 Through the dean, the FTPC shall consult the outside evaluators chosen according to 23.3.2.7. The letters soliciting outside evaluators' opinions shall put the question clearly. The letters shall indicate the appropriate method for replying and the date by which the evaluation is required. The letters shall be accompanied by:

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- (a) relevant portions of this agreement;
- (b) an up-to-date curriculum vitae, as provided by the member;
- (c) copies of the works which the member has submitted for evaluation;
- (d) a statement from the dean about any accommodations that must be taken into account by the evaluators pursuant to article 8;
- (e) any additional information pursuant to article 8 that the members wishes to include.

However, where the dean and the member agree that it is impractical or unnecessary to send to the outside evaluators certain works submitted by the member, said works shall not be sent.

### 23.3.3 Level of performance of scholarly activities

- \*23.3.3.1 Whenever this agreement refers to satisfactory performance of scholarly activities by a faculty member, it refers to a situation where the member is regularly engaged in scholarly activities the results of which indicate that her performance, in comparison to a relevant group of peers of comparable rank and experience, is satisfactory. This definition of satisfactory is subject to the duty to accommodation pursuant to article 8.
- \*23.3.3.2 The member's scholarly works shall be considered good if they represent a contribution in addition to that contained in the member's doctoral thesis or to the work that has been taken to be the equivalent of a doctorate, and if, subsequent to that work:
  - (a) in the case of research, they demonstrate continuous progress in the development of the member's research activities and contribute to the advancement of knowledge in the member's field of specialization;
  - (b) in the case of literary or artistic works, they attest to continuous creative activity, well-reputed in the literary or artistic community outside the University of Ottawa;
  - (c) in the case of professional works, they attest to the practice of a profession above and beyond that which is generally expected of a non-teaching, practicing professional, or they can be considered as a valuable contribution to the advancement of the profession itself.This definition of satisfactory is subject to the duty to accommodation pursuant to Article 8.
- \*23.3.3.3 Whenever this agreement refers to unsatisfactory or outstanding performance of scholarly activities, these terms shall be given their ordinary meaning -- in light of the description of the other two levels of performance in 23.3.3.1 and 23.3.3.2 above. These definitions are subject to the duty to accommodate pursuant to article 8.

## Section 23.5 - Librarians

### 23.5.2 Evaluation du rendement

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- 23.5.2.1 ~~A librarian member's performance appraisal~~ The annual review shall be conducted in accordance with the provisions of article 9 and 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 and must comply with the duty to accommodation pursuant to article 8.
- 23.5.2.4 The annual review evaluation by the immediate supervisor must comply with the duty to accommodation pursuant to article 8 and 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.
- 23.5.2.6 The evaluation annual review form of the member by the immediate supervisor including the LPC appeal report pursuant to 23.5.3.5, if any, 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, if any, shall complete the evaluation process by adding her own opinion having taken into account the duty to accommodate required pursuant to Article 8, of which the member will receive a copy, it 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.~~



**APUO PROPOSAL** – Presented to the employer on 20 March 2013

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## ARTICLE 24 - Evaluation of teaching

### Section 24.1 - General

#### 24.1.1 Formal evaluation

\*24.1.1.1 Whenever this agreement calls for the formal evaluation of a faculty member's teaching, in relation to contract renewal, tenure, promotion, or discipline for deficient performance of workload duties, the evaluation must comply with the duty to accommodation pursuant to article 8 and shall be carried out in accordance with this article prior to the dean soliciting the overall recommendations from the DTTC, chair and FTTC pertaining to the application or matter.

\*24.1.1.2 **Levels of performance** As a result of such evaluation, it shall be determined that teaching is outstanding, good, satisfactory that it meets expectations, or that it is *unsatisfactory*, it being understood that

(a) "good" shall mean teaching performance that demonstrates strong pedagogical goals, the employment of thoughtful teaching methods and course design to achieve these goals, and a successful and engaging learning environment for students.

(b) "satisfactory" shall mean teaching performance that demonstrates clear pedagogical goals, commonly used teaching methods and course design to achieve these goals. "meets expectations shall mean teaching performance that is comparable to a relevant group of peers in light of the application or matter under consideration,

(c) "unsatisfactory" shall mean teaching performance that is demonstrably unacceptable in light of the minimum standards of the profession.

These definitions are subject to the duty to accommodation pursuant to article 8.

### Section 24.2 - Formal evaluation

\*24.2.1.3 **Action by dean and FTTC** Following receipt, by the dean, of the report done pursuant to 24.2.1.1, and without further submitting the matter to the DTTC or chair:

(a) If the dean, having taken into account all accommodations required pursuant to article 8, after preliminary consultation with the FTTC and after subsequent consultation with the member and the chair, has reason to believe that the member's teaching may be *unsatisfactory*, the dean ~~shall~~ may initiate the Direct Peer Review of Teaching procedure (as per 24.2.2) if the following conditions are met:-

(i) Such belief must be founded upon either a pattern of weak A-reports or other relevant preliminary indications of unsatisfactory teaching, the average of all the member's A-reports from the last three years is equal to or less than 2, and

(ii) the FTTC receives a recommendation from the Dean in favour of initiating a Direct Peer Review of Teaching and votes in favour of it.

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It is understood that members having received teaching awards in the last five (5) years may not have their teaching classified as *unsatisfactory* for the same period.

- (b) If the member or the dean having taken into account all accommodations required pursuant to article 8 (after preliminary consultation with the FTPC and after subsequent consultation with the member and the chair of the department), has reason to believe that the member's teaching may be outstanding good, the dean ~~shall will initiate, subject to consent by the member and in consultation with the FTPC, initiate~~ the Direct Peer Review of Teaching procedure (as per 24.2.2) if the following conditions are met:-

(i) the average of all the member's A-reports from the last three years is equal to or more than 4; and

(ii) the member has requested or consented to the review.

~~Such belief must be founded upon a pattern of strong A-reports and other relevant preliminary indications of outstanding teaching.~~

It is understood that when such a Direct Review of Teaching is initiated, the only possible determinations are *good* and *satisfactory* as per 24.1.1.2.

- (c) In the case where neither (a) nor (b) takes place, the dean and FTPC shall conclude that the member's teaching ~~meets expectations~~ is satisfactory and shall so state.
- (d) The determination under (c) shall be communicated to the DTPC for the purposes of the recommendations required in the matter under consideration (without further comment on teaching by the DTPC or chair) and shall subsequently be included by the FTPC and dean in their recommendations.

**24.2.2 Direct Peer Review of Teaching**

**\*24.2.2.4**

- (a) In cases of promotion, tenure or discipline for deficient performance of workload duties under 39.3.3, the ~~dean and~~ FTPC, taking into account the duty to accommodate pursuant to article 8 and taking into account the report of the DTPC under 24.2.1.1, the TE reports, information considered by the DTPC, A-reports, and any information added by the member, shall indicate whether the member's teaching is deemed to be outstanding good, to meet expectations satisfactory, or to be *unsatisfactory* (as defined under 24.1.1.2).
- (b) The determination under (a) shall be communicated to the DTPC for the purposes of the recommendations required in the matter under consideration (without further comment on teaching by the DTPC or chair) and shall subsequently be included by the FTPC and dean in their recommendations to the Joint Committee.
- (c) In cases of contract renewal, (a) and (b) apply, mutatis mutandis, to the action of the FTPC and its recommendation to the dean.
- (d) In cases where a formal warning is being considered, if the quality of teaching is an issue, the TE reports shall be included in the material considered by the FTPC in 39.3.2.2(b).

**APUO PROPOSAL** – Presented to the employer on 20 March 2013

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## **ARTICLE 29 - Other leaves**

### **Section 29.4 - Congé professionnel (professeurs de langue)**

#### **29.4.1 Dispositions générales**

\*29.4.2.2 Subject to the availability of funds and complying with the duty to accommodate pursuant to article 8, a professional leave shall be granted when:

- (a) a language teacher's performance is at least satisfactory in every category of her workload;  
and
- (b) the nature and quality of her project are such that one or several of the goals described in 29.4.1.2 would be attained.

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## **ARTICLE 32 - Faculty of Graduate and Postdoctoral Studies**

### **Section 32.2 - Membership in the Faculty**

#### **\*32.2.1 Recommendations and decisions**

An application for membership in the Faculty may be made as soon as a member is appointed, and shall be processed as follows.

- (a) When a faculty member applies for membership in the Faculty, the member's application shall be examined by the DTTC and chair, and then by the FTTC and dean. Their recommendations shall be forwarded to the dean of the Faculty of Graduate and Postdoctoral Studies, who shall submit the file to the Executive Committee of the Faculty; the Executive Committee shall decide for or against membership.
- (b) The question to be addressed is: "Does the applicant have the supervisory skills and has she maintained a record of scholarly activities, the results of which have been recently disseminated and which are appropriate for the direction of graduate theses in the relevant areas of her discipline?". Each answer, complying with the duty to accommodate pursuant to article 8, shall be supported by appropriate reasons and evidence. The chair shall either concur with the DTTC or provide a separate response, with reasons. The dean shall either concur with the FTTC or provide a separate response, with reasons.

#### **32.2.2 Evaluation périodique**

- 32.2.2.1 When there is evidence, having complied with the duty to accommodate pursuant to article 8, that a member's supervisory skills may no longer be adequate or when, in the course of OCGS program reviews, there is evidence that the member may not have maintained a record of scholarly activities appropriate for the direction of graduate theses, the dean of the Faculty shall, if she has concerns, write to the member to advise her of these concerns, inform the member that she must decide whether she wishes to remain a member of the Faculty, and inform the member of a reasonable deadline for a response.

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## **ARTICLE 39 - Disciplinary measures**

### **Section 39.1 - General**

#### **39.1.1 Types of disciplinary measures**

\*39.1.1.1 A member may be disciplined for just and sufficient cause (the definition of which must comply with the duty to accommodate pursuant to article 8); in particular:

- a) for violation of the provisions of article 10, pursuant to the provisions of section 39.2; or
- b) for deficient performance of workload duties, pursuant to the provisions of 39.3; or
- c) for other just and sufficient cause, which cannot be considered to be a cause as described in (a) or (b) above, pursuant to the provisions of 39.4.

\*39.1.1.2 The employer, complying with the duty to accommodate pursuant to article 8, may impose disciplinary measures which are appropriate in the circumstances. Disciplinary measures which may be imposed by the employer are:

- a) for violation of the provisions of article 10, a written reprimand or suspension or dismissal, pursuant to the provisions of section 39.2;
- b) for deficient performance of workload duties, a formal warning or the withholding of the progress through the ranks or dismissal, pursuant to 39.3;
- c) for a cause which cannot be considered to be a violation of article 10 or deficient performance of workload duties, a written reprimand or suspension or dismissal, pursuant to 39.4.

#### **39.1.2 Guidelines for investigative proceedings**

\*39.1.2.1 Any alleged behavior which may lead to disciplinary proceedings against a member shall be properly investigated by the member's dean, it being understood that:

- (a) any unsolicited complaint against a member shall promptly be communicated to her, with proper confidentiality safeguards where appropriate;
- (b) any fact-finding procedure, evaluation or request for advice in respect of an individual member, conducted by the dean, shall be carried out in conformance with the relevant provisions of this agreement or, where there are no relevant provisions, in a manner appropriate to the alleged cause for disciplinary proceedings; and in a manner that complies with the duty to accommodate pursuant to article 8;
- (c) the member whose alleged behavior is being investigated shall be notified by the dean, as promptly as is reasonable in the circumstances, as to the reasons for and the nature of the actions being taken by the dean;

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- (d) the member whose alleged behavior has been investigated shall be promptly informed of the results of that investigation by her dean, subject to any applicable provisions of sections 39.2, 39.3 or 39.4.

Notwithstanding that the Dean may choose to assign all or part of an investigative procedure, the Dean has ultimate responsibility in the determination made as a result of an investigation or in the subsequent imposition of discipline.

\*39.1.3 A member may not be disciplined for violation of a rule or regulation unless that rule or regulation:

- (a) is reasonable and does not contravene the provisions of this agreement, ~~and~~
- (b) has been promulgated and communicated by the appropriate authority, ~~and~~.
- (c) complies with the duty to accommodate pursuant to article 8.

## Section 39.2 - Discipline for violation of article 10

### 39.2.2 Procedures

\*39.2.2.1 When, after investigation pursuant to 39.1.2.1 in compliance with the duty to accommodate pursuant to article 8, the dean has grounds to believe that a member has violated the provisions of article 10, and considers taking disciplinary action with respect to such violation, she shall forward to the member a letter of allegation and attach to it copies of relevant documentation, if any. This letter of allegation shall refer to the relevant provisions of article 10, state the alleged violation, and ask the member to respond to the allegation within 10 working days of receipt of the letter.

## Section 39.3 - Discipline for deficient performance of workload duties

### 39.3.2 Formal warning

\*39.3.2.1 Where a member's dean, as a result of an annual review and having complied with the duty to accommodate pursuant to article 8, considers that the member's performance of workload duties is inadequate, and this alleged deficiency is serious enough, the dean may, in accordance with the procedures set forth in this subsection, issue a formal warning to the member.

\*39.3.2.2 If, after consultation with the member (including consultations about the period during which a deficiency may exist) the dean's concerns persist, the dean may initiate the procedure described in (a) to (c) below which may lead to the issuing of a formal warning.

- (a) The dean shall inform the member, in writing, of her concern, the reasons for it, and her intention to consult the chair and the TPCs regarding the alleged deficiency in the member's performance and its seriousness. The dean shall include in her letter a statement of the period for which the member's performance is to be considered.

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(b) The dean shall solicit the opinions of the DTPC and chair, and then the FTPC, on the member's performance during the period under review and the seriousness of its alleged deficiency. The dean shall attach to such solicitation the information mentioned in (a) above, an up-to-date curriculum vitae of the member, copies of the member's annual reports (if available) for the period specified in (a), copies of scholarly works which the member wishes to have considered and any other documentation or information submitted by the member, copies of A-reports, and any other relevant documentation and opinions the dean may wish to have considered provided the member has been informed of such documentation or opinions and their submission by the dean. [Information regarding the duty to accommodate pursuant to article 8 must be communicated to the DTPC, chair and FTPC.](#)

(c) The member, the chair, and the TPCs shall be advised by the dean that she is considering issuing a formal warning.

\*39.3.2.4 If, [having complied with the duty to accommodate pursuant to article 8](#), the dean finds that a formal warning is warranted and decides to issue one, she shall:

(a) forward to the member a letter of warning and include therein a clear statement of her reasons for the warning and clear indications as to the improvements which are expected from the member;

(b) inform the member, in the letter of warning, that the warning may be the subject of a grievance.

**39.3.3 Further discipline**

\*39.3.3.1 Any recommendation or decision regarding the imposition of further discipline for deficient performance of workload duties shall be based on the member's performance during a period determined by the dean after consultation with the member. Any such recommendation or decision shall be based on an evaluation of the member's overall performance during said period. The evaluation shall be carried out in accordance with the provisions of section 23.2 [must comply with the duty to accommodate pursuant to article 8](#) and shall, except for librarian or counsellor members, include an evaluation of teaching carried out in accordance with the provisions of article 24.

**39.3.5 Dismissal**

\*39.3.5.1 The Joint Committee may dismiss a member whose overall performance of workload duties has been persistently and seriously unsatisfactory. This disciplinary measure [must comply with the duty to accommodate pursuant to article 8 and](#) may only be imposed if the member's progress through the ranks has been withheld twice within the 2 academic years preceding the initiation of proceedings for dismissal.

**39.3.6 Procédures**

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\*39.3.6.2 The dean asks the member's chair and DTPC, and then the FTPC, whether the member's, taking into account the duty to accommodate pursuant to article 8, performance is satisfactory and, if not, whether it has substantially improved since the most recent formal warning or withholding of the member's progress through the ranks.

## Section 39.4 - Discipline for other causes

### 39.4.2 Procedures

\*39.4.2.1 When, having taken into account the duty to accommodate pursuant to article 8, she has reasonable grounds to believe that a member of her faculty has committed an act or omission which constitutes cause for discipline, the dean shall promptly call the member to an informal meeting. At this informal meeting:

- (a) the dean shall inform the member of her concerns and the grounds therefor;
- (b) the member shall be given an opportunity to give an explanation and clear up any misunderstandings.

The member and the dean may each be accompanied to this meeting by a person of their choice.

\*39.4.2.3 Where a dean recommends suspension or dismissal, the Board shall give proper consideration to the matter and the duty to accommodate required pursuant to article 8 and shall, within 20 working days of receipt of the dean's recommendation, but subject to subsection 13.3.4, decide:

- (a) that no disciplinary action is to be taken against the member; or
- (b) that a written reprimand is to be issued to the member; or
- (c) that the member is to be suspended for a specific period; or
- (d) that the member is to be dismissed, it being understood that the Board may dismiss a member for cause only if the President recommends dismissal.

The member's dean shall promptly notify the member, in writing, of the Board's decision and the reasons therefor.



**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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**Creation of an independent office of human rights and accommodation**

WHEREAS the University recognizes its legal duty to ensure a workplace free of discrimination and respectful of the human rights of all the members of the university community,

Whereas the University recognizes its legal duty to accommodate the individual situations of APUO members and other members of the university community to ensure a workplace free of discrimination,

WHEREAS the Association is committed to ensuring that these rights extend to all members of the university community,

THEREFORE, both Parties agree that

(i) the employer will commit to creating an independent office of human rights and accommodation, to be operation by September 1, 2015; and

(ii) the mandate and policies that will define this office will be created by a joint working committee composed of one (1) representative from each campus union (APUO, SCFP 2626, APTPUO, PSUO, ITPUO, IUOE 772, FEUO and GSAED) and up to 5 members appointed by the employer. This working group will forward its recommendation to the Board of Governors no later than September 1, 2014.

**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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SIGNED at Ottawa, this \_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Caroline Roy-Egner  
UNIVERSITY OF OTTAWA  
Chief Negotiator

\_\_\_\_\_  
Michel Desjardins  
APUO  
Chief Negotiator