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*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 Vice-Deans, the director of the Counselling and Personal Development Service, the University Librarian and two Associate University Librarians appointed by the University Librarian for the purposes of assisting with staff relations under this agreement, the director of Merisset 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 (12) other persons as excluded employees by written notification to the Association;

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5.2.14 Delegation of the authority of the Board of Governors

Any reference in this collective agreement to "the Board of Governors" shall mean "the Board of Governors or delegate of the Board of Governors to which authority for the act in question has been duly delegated".

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5.7 Liaison Committee

5.7.1 Purpose

5.7.1.1 There shall be a Liaison Committee (LC) to ensure regular communication between the Parties concerning matters of interpretation and implementation of this Agreement.

5.7.2 Composition

5.7.2.1 The LC shall be composed of up to three (3) persons appointed by the Employer and up to three (3) persons appointed by the Association.

5.7.2.1 Members of the LC shall be appointed by July 1 and shall serve for at least a one (1) year term. Wherever possible to provide continuity, members shall serve for the duration of the Collective Agreement.

5.7.3 Procedure

5.7.3.1 The LC shall meet as necessary, at the written request of either party, upon ten (10) days notice, to discuss matters of concern, and shall attempt to maintain a spirit of cooperation and mutual respect; to facilitate good working relationships between the Employer and the Association; to seek the timely correction of conditions which may give rise to misunderstandings or grievances, and to be a forum for the exchange of information.

5.7.3.2 The parties agree to exchange lists of those matters they wish discussed three (3) days before the scheduled time of the meeting.

5.7.3.3 The LC may make recommendations and submit report to the Association and the Employer as a result of its discussions; however it does not have the power to alter or amend the Collective Agreement.

Section 5.7 Joint Consultative and Communication Committee

*5.7.1 The parties agree to establish a committee that will meet on a regular basis to exchange information, to discuss issues of mutual interest, and to draw to each other's attention situations that might give rise to conflicts between the parties, as well as to propose initiatives that can ensure an ongoing healthy relationship between the parties.

*5.7.1.1 The Committee will be made up of three (3) representatives appointed by each party:

- (a) two (2) members of the Administrative Committee of the University, appointed by the administration;
- (b) two (2) members of the Executive Committee of the APUO, appointed by the APUO;
- (c) two (2) members at large, one (1) each of whom will be appointed by the administration and the APUO.

*5.7.1.2 Additional participants will be invited on an ad hoc basis, as the need arises, by either the administration or the APUO.

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*5.7.1.3 A representative of each party shall be designated as a joint chairperson and the two (2) persons shall alternate in presiding over the meetings. The chair shall prepare minutes of the meeting.

*5.7.1.4 The committee will meet at a minimum in the months of September, November, February, and May, as well as any other times agreed to by the parties.

*5.7.1.5 Where the Committee reaches consensus on an issue and deems it useful to make recommendations to the parties, it may do so.

Section 7.2 — Limites — *Limits

In recognition of the objective to continually improve the quality of education, the parties agree to work collaboratively towards the achievement of the goals as set out in the University's strategic plan. Once a year, at one of the JCCC, the Employer will present the APUO with the previous year's data on the progress towards the strategic target of the University.

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Section 10.1 General

10.1.2 It is understood that the provisions of this article apply only to the conduct of the representatives of the Employer, ~~and Members and representatives of the Association~~. The Employer, however, acknowledges that, where possible and appropriate, similar standards shall be applied in regulating the actions of its other employees as well as sessional lecturers.

Section 10.2– *Conflict of interest

Members, ~~representatives of the Association~~ and representatives of the Employer shall avoid actions on any matter in which they have a conflict of interest; such actions include, but are not limited to, participation in a decision-making process by discussion or vote. In particular, and without limiting the generality of the foregoing, unless specifically authorized after full disclosure of the conflict, Members, ~~representatives of the Association~~ and representatives of the Employer:

Section 10.3 Fairness and ethical behavior

10.3.1 In their actions affecting students, colleagues, or other scholars, as well as any employees of the Employer, Members, ~~representatives of the Association~~ and representatives of the Employer shall observe commonly accepted norms of fairness and ethical behavior.

*10.3.4 Relations with other employees

Members, ~~representatives of the Association~~ and representatives of the Employer recognize the contribution made to the university community by other employees of the Employer and their obligation to treat these other employees in the same manner as colleagues and shall consequently observe toward them the same norms, mutatis mutandis, as referred to in 10.3.2 above.

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Section 13.5 – Step 2: Formal Grievance Committee (FGC)Mediation

***13.5.1** Where a grievance, other than a grievance which bypasses Step 2 pursuant to 13.4.6, is not resolved at Step 1, the grievor may submit the grievance to the FGC (as constituted under appendix E) mediation by forwarding to the Employer's Liaison Officer a request to that effect within fifteen (15) working days of receipt of the Step 1 memorandum.

***13.5.2** The Association's Liaison Officer shall, within fifteen (15) working days following the forwarding of the referral to the FGC mediation under 13.5.1, advise the Employer's Liaison Officer whether the grievance is proceeding as an Association grievance.

***13.5.3 Time limits for FGC hearing** The FGC parties shall convene a hearing of the grievance within twenty (20) working days of receipt, by the Employer's Liaison Officer, of the notice from the Association under 13.5.2.

13.5.3 The parties shall agree on a mutually agreeable date for mediation. The parties shall share the cost of the mediation.

***13.5.4** Each member of the FGC shall have a single vote, with any member having the right to abstain. An FGC decision is a determination of a grievance by the FGC supported by at least two (2) of its members, unless the matter is heard by a chair sitting alone in accordance with paragraph E.1 of appendix E, in which case it shall be the determination of the chair.

***13.5.5** The chair of the FGC shall ensure that the written decision of the FGC, or notification of a failure to arrive at a decision, is forwarded to the Liaison Officers and the grievor within ten (10) working days after the termination of the hearing of the grievance.

***13.5.6** The FGC shall have the powers and duties which are stated in 13.6.7 for a board of arbitration, it being understood however that, notwithstanding a decision by the FGC, the grievance may be referred to arbitration pursuant to 13.6. If neither party refers the matter to arbitration, the grievance shall be deemed settled pursuant to the terms of the FGC decision or abandoned in the event that the FGC fails to arrive at a decision, but in that case, any such FGC decision shall be final and binding only with respect to the specific grievance and shall not constitute a precedent to be used in any subsequent grievance or arbitration.

***13.5.47** Where the grievance is referred to arbitration under 13.5.6, any such arbitration board shall consider the grievance by way of arbitration *de novo*, without reference to the proceedings or decision (if any) of the FGCmediation.

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 FGCmediation, or notice of referral to arbitration, and notice of the time and place of any hearing of the FGCmediation or a board of 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 (to the extent of such an order) an FGC or if the arbitration board has issued an interim order with respect to the grievance, or there has been a final and binding determination by an FGC or the arbitration board upholding the grievance, or there has been settlement.

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

13.6.1 Within fifteen (15) working days following receipt of the FGC of an unsuccessful mediation decision or notice of failure to arrive at a decision, or receipt of the Step 1 memorandum in cases which bypass Step 2 pursuant to 13.4.6, either party may refer the grievance to arbitration, by a written notice to the other party stating briefly the nature of the grievance and the name of the grievor(s). In cases involving the giving of basic progress, leaves (including academic and professional leaves), the non-renewal of a limited term regular appointment, or the issuance of a written reprimand, there shall be a one-person board of arbitration. In all other cases, there shall be a three-person board of arbitration, unless otherwise agreed by the parties.

~~FGC: the Formal Grievance Committee, as defined in article 13.~~

~~ANNEXE E APPENDIX E Comité des griefs – Formal Grievance Committee~~

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*22.2.1.2 The current normal teaching load per member in a department or unit will be brought to 1992-1994 levels if current levels are found to be higher or lower. It is understood that the current normal teaching load per member for a department or unit will not be increased as a result of this.

*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;
- (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.

*22.2.1.6 A Member's teaching load may be more than provided for in 22.2.1.3

- (a) when a Member's teaching skills justify a heavier involvement in teaching and the FTPC finds, in light of the Member's annual report, that the time for doing so is available because of a lesser involvement of the Member in scholarly activities or academic service; or
- (b) in the case of a replacement Professor-in-the-first-year-of-employment, provided the Professor is not required to do research beyond that necessary for her teaching and is not expected to assume any academic service activities.

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23.1.1 Évaluation

*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 œuvre 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.

23.1.1.2 Tout évaluateur à qui on a recours dans le cadre de l'évaluation d'une unité scolaire doit être choisi après que la considération appropriée aura été donnée aux avis des membres dont les activités seront évaluées. En particulier, il est choisi—lorsque c'est possible—conformément aux dispositions de 23.3.2.2 à 23.3.2.8 inclusivement, sauf que le CPEF est remplacé par le Sénat ou le doyen et que le nombre d'évaluateurs est déterminé par le Sénat ou son délégué, ou le doyen.

*23.1.1.3 L'Employeur reconnaît que:

(a) l'Association doit être consultée avant que le Sénat décide de tout nouvel instrument d'évaluation du rendement des membres et dont le Sénat aurait le contrôle ;

(b) le consentement de l'Association doit être obtenu avant que les résultats des évaluations découlant de tout nouvel instrument d'évaluation, répondant aux conditions décrites à (a) ci-dessus, puissent être utilisés par l'Employeur quant à la gestion du dossier des membres, à l'évaluation de leur rendement ou à la progression de leur carrière.

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*23.2.3.1 Basic progress is equal to half a normal PTR increment. It may be given by the Dean where, in light of the annual review and the Member's overall performance over a period of several years, the Member's performance of workload duties has been inadequate but the inadequacy is likely to be of a transient nature.

*23.2.3.8 On the third anniversary of the giving of a basic progress, the Member shall receive (subject to 41.1.5.3(b)(v)), in addition to her normal PTR increment, an additional increase equal to half (0.5) times a normal PTR increment, provided that, since the giving of the basic progress, the Member has not received a further basic progress.

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24.2.2 Direct Peer Review of Teaching

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. Every newly appointed TE shall participate in a workshop delivered by the Teaching Learning and Support Services.

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24.3.3 Changes to the system of student evaluations

*24.3.3.1 Subject to 24.3.3.2 and 24.3.3.3, the Senate may modify various aspects of the system of evaluation of courses by means of student questionnaires, such as the questionnaire itself, procedures, data-reporting and analysis procedures and forms, dissemination of data and analyses, and types of classes or other pedagogic activity subjected to such evaluation.

*24.3.3.2 Changes in the system of student evaluation of courses and teaching introduced by the Senate are subject to the following:

(a) The Association shall be consulted at least three (3) months before the proposed changes are submitted to the Senate for approval. The Association's written response, if any, shall be made available to members of the Senate prior to their deliberations in this regard.

(b) Data and analyses obtained pursuant to changes approved by the Senate on an experimental basis shall not be used by the Employer for career recommendations or decisions under this agreement. Such data shall not be published and shall be available only to the Members concerned, and to the Senate, its committees or its duly appointed agents.

(c) Data and analyses obtained pursuant to changes approved by the Senate on a permanent basis shall not be used by the Employer for career recommendations or decisions under this agreement without the prior consent of the Association, it being understood that the situation prevailing before the Senate approval of changes shall continue to apply until the granting of such consent.

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New article

25.4.1 Notification of Intent to Apply (NOI)

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

25.4.1.2 The NOI is mandatory 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 start some aspects of the review process to ensure compliance with 25.4.5, including the formal evaluation of teaching and the selection of outside evaluators.

25.4.1.4 Members who do not submit a NOI cannot submit an application.

Note: Current sections 25.4.1 to 25.4.5 to be renumbered 25.4.2 to 25.4.6

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*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) working days during the employment insurance waiting period of the leave.~~

(b) ~~For the remainder of the leave, up to a maximum of fifteen (15) weeks following the initial ten (10) working days 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 insurance program payable under the standard or basic plan employment insurance (EI) benefits available to any person whose salary corresponds to the Member's salary.~~

(c) ~~The maximum level of the applicable government insurance program payable under the standard or basic plan plus the remuneration from the University shall not exceed ninety-five percent (95%) of the Member's regular salary.~~

(ed) If a Member is required by law or government regulation to repay the Receiver General for Canada a portion of the ~~government~~ 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.

*29.2.2.5 The Member shall, no later than ten (10) working days prior to the commencement of the pregnancy leave, notify her chair and Dean, in writing, of the date on which the leave is to commence. However, the Member shall not be required to provide such notice where a physician declares in writing that the Member is not or was not able to provide the notice. In such a case, the Member shall give the notice as soon as is reasonably possible. To qualify for the allowance as per 29.2.2.3(a) and (b), the Member shall provide HR with evidence that she has applied for and will be in receipt of pregnancy leave benefits under the ~~applicable government insurance program~~ EI Act, including the amount of that benefit.

29.2.3 Parental leave

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

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

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of parental leave benefits under the applicable government insurance program~~EI Act~~, including the amount of that benefit.

*29.2.3.5 If the parental leave is taken, remuneration shall be payable for up to eighteen (18) weeks, as follows:

(a) The Member shall receive ninety-five percent (95%) of regular salary for the initial ten (10) working days during the employment insurance waiting period of the leave except when 29.2.3.6 applies, and (b) below will be offered for eighteen (18) weeks.

(b) For the remainder of the payable period, and no later than the maximum payable period for the applicable government insurance program, period of up to sixteen (16) weeks following the initial ten (10) working days mentioned in (a), and no later than fifty two (52) weeks after the child is born or comes into the custody and care of the parent for the first time, the Employer shall pay the difference between

- (i) ninety-five percent (95%) of the Member's regular salary, and
 - (ii) the maximum level of the applicable government insurance program payable under the standard or basic plan~~EI~~ benefits available to any person whose salary corresponds to the Member's salary.
- (c) The maximum level of the applicable government insurance program payable under the standard or basic plan plus the remuneration from the University shall not exceed ninety-five percent (95%) of the Member's regular salary.
- (ed) For the balance of the parental leave, the leave shall be without pay.

(ed) If a Member is required by law or government regulation to repay the Receiver General for Canada a portion of the government~~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.

*29.2.3.7 The benefits set out in 29.2.2.3 and 29.2.3.~~56~~ shall apply, mutatis mutandis, to any Ontario provincial program that replaces the federal EI program.

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*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 in other areas of university activity; and
(b) shall, at the time the rank takes effect, have retired from the University in good standing.

(ab) shall have been a Full Professor for at least ten (10) years at the University of Ottawa; and

(bc) 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).

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ARTICLE 39 Mesures disciplinaires – Disciplinary measures

39.1.1 Types of disciplinary measures

*39.1.1.1 A Member may be disciplined for just and sufficient cause, in particular:

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

*39.1.1.2 The Employer 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;
- (ab) for deficient performance of workload duties, a formal warning or the withholding of the progress through the ranks or dismissal, pursuant to section 39.2;
- (b) for violation of the provisions of article 10, a written reprimand or suspension or dismissal, pursuant to the provisions of section 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 section 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;
- (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;
- (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 or 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 or recommendation for the imposition of discipline.

*39.1.6 When a Dean forwards to the Provost or Joint Committee or Board of Governors a recommendation for disciplinary action against a Member, or when a Dean writes to a Member to advise her of the Provost's or a Joint Committee's or Board of Governors decision to discipline her, the Dean shall forward a copy of said communication to the Association's Liaison Officer.

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*39.1.9 Delegation of the authority of the Board of Governors Any reference in this article to "the Board of Governors" shall mean "the Board of Governors or a committee of the Board of Governors to which authority for the act in question has been duly delegated".

39.1.9 Disciplinary measures shall be reasonable and commensurate with the seriousness of the violation and shall be of a progressive nature with the aim of being corrective in application. Notwithstanding, in exceptional circumstances, the Employer reserves the right to impose disciplinary measures for just cause without having first followed the process of progressive discipline.

39.1.10 The Employer may use or introduce as evidence at all levels of the grievance process or arbitration the disciplinary history of the Member relating to the alleged offense.

Section 39.2 Violation de l'article 10 Discipline for violation of article 10

*39.2.1 The Employer may reprimand in writing, suspend or dismiss a Member for violation of the provisions of article 10, subject to compliance with the provisions of this section.

39.2.2 Procedures

*39.2.2.1 When, after investigation pursuant to 39.1.2.1, 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 ten (10) working days of receipt of the letter.

*39.2.2.2 After allowing ten (10) working days to elapse following the Member's receipt of the letter of allegation, and having given due consideration to the Member's response to it if any, the Dean shall, within the following five (5) working days:

- (a) decide not to pursue disciplinary proceedings, in which case she shall notify the Member in writing of such a decision; or
- (b) decide to pursue disciplinary proceedings, in which case she shall give written notice to the Vice-President Academic and Provost of her allegation and the grounds therefor, for further investigation and action, and shall forward to the Member a copy of that notice and of the documentation sent to the Vice-President Academic and Provost, with proper confidentiality safeguards where appropriate.

*39.2.2.3 If the Dean decides to give written notice to the Vice-President Academic and Provost, the latter or her delegate shall, no later than ten (10) working days after the Dean's notice has been sent, organize a preliminary meeting which shall be attended by the Dean, the Member, and the parties' Liaison Officers. The purposes of the preliminary meeting are to exchange information, clear up misunderstandings and, if possible, resolve the matter through mutual agreement of the Employer and the Member concerned. Notwithstanding the foregoing and 39.2.2.2(b), the parties to the agreement may agree to hold the preliminary meeting before the Dean gives written notice to the Vice-President Academic and Provost, in which case, should the matter not be resolved within ten (10) working days following the conclusion of the meeting, the Dean shall send a written request to the Vice-President Academic and Provost to place the matter before an investigative committee, and 39.2.2.5 shall be applied accordingly.

*39.2.2.4 The provisions of 13.2.2, 13.2.6, 13.2.8, and 13.4.3 apply, mutatis mutandis, to a preliminary meeting held pursuant to 39.2.2.3.

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*39.2.2.5 If the matter has not been resolved within ten (10) working days following the conclusion of the meeting, the Vice President Academic and Provost shall, within the following ten (10) working days, advise the concerned Member and the Association that the matter will be placed before an investigative committee. The committee shall be composed of:

- (a) two (2) persons named by the Vice President Academic and Provost;
- (b) two (2) Members of the Association, named by the Association; and
- (c) the Vice President Academic and Provost, who shall act as non-voting chair.

The members of the committee shall be named within ten (10) working days of receipt of the notice from the Vice-President Academic and Provost to the Association.

*39.2.2.6 The investigative committee sets its own procedures, which are to be as informal as possible. The Member shall be advised of any information considered by the committee, other than the documentation forwarded pursuant to 39.2.2.2, and shall be given the opportunity to appear before the committee if she so desires. The provisions of E.5.2 and E.5.3 apply to the investigative committee, mutatis mutandis.

*39.2.2.7 The Employer's Liaison Officer shall ensure that the committee is provided with all relevant documentation, including:

- (a) the Dean's letter of allegation to the Member;
- (b) the Member's written response, if any;
- (c) the Dean's written notice to the Vice President Academic and Provost and the attached documentation;
- (d) written comments, if any, on the issues under consideration and the documents listed in (c), sent by the Member to the investigative committee for its consideration;
- (e) such further documentation as the Member wishes to submit to the investigative committee.

*39.2.2.8 The investigative committee shall promptly consider the matter and recommend to the Board of Governors:

- (a) that no disciplinary action be taken against the Member; or
- (b) that a written reprimand be given to the Member; or
- (c) that the Member be suspended for a specified period; or
- (d) that the Member be dismissed.

The chair of the investigative committee shall, within fifteen (15) working days of its being established, forward the committee's recommendation and written reasons therefor to the Board of Governors, with copies to the Member and the Member's Dean. Where there is no recommendation supported by a majority vote, this fact shall be reported, and the Vice President Academic and Provost may, in this situation, submit her own recommendation to the Board of Governors. Minority views may be attached to a recommendation supported by a majority vote.

*39.2.2.9 The Board of Governors's decision and its reasons therefor shall be promptly communicated in writing to the Member by her Dean.

*39.2.2.10 If the investigative committee recommends a written reprimand, suspension or dismissal, the Member concerned may file a letter of disagreement in accordance with the provisions of article 13, mutatis mutandis, it being understood that the meeting referred to in 13.3.5 shall be deemed to have been replaced by the preliminary meeting mentioned in 39.2.2.3.

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Section 39.22 Rendement insuffisant – Discipline for deficient performance of workload duties

*39.22.1 General

A Faculty Member's performance of workload duties is deficient when it is not satisfactory in light of the Member's rank and experience.

39.22.2 Formal warning

*39.22.2.1 Where a Member's Dean, as a result of an annual review, 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.

*39.22.2.2 If, after consultation with the Member (including consultations about the period during which a deficiency may exist) the Dean's concerns persist, prior to issuing a formal warning, the Dean may will 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.

(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.

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

*39.22.2.3 The provisions of 23.2.4.3(a), (c) and (d) shall apply to assessments related to a formal warning.

*39.22.2.4 If 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.

39.22.3 Further discipline

*39.22.3.1 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 and shall, except for Librarian or Counsellor Members, include an evaluation of teaching carried out in accordance with the provisions of article 24.

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*39.23.3.2 Beyond formal warning, additional disciplinary measures which may be imposed on a Member for deficient performance of workload duties are the *withholding of the progress through the ranks*, defined in 39.32.3.3, or *dismissal*. Such measures may only be imposed in accordance with the procedures set forth in this section. A withholding of a progress through the ranks may only be imposed on the second-first anniversary of a formal warning or on the first anniversary of previous withholding of a progress through the ranks.

*39.23.3.3 Where withholding of the progress through the ranks is imposed on a Member, the entire progress through the ranks to which she would otherwise be entitled on the following May 1 shall be withheld.

*39.23.3.4 When the FTPC is consulted regarding the possible withholding of the progress through the ranks, or the possible dismissal of a Member for deficient performance of workload duties, it may submit the Member's scholarly works to the outside evaluators, selected in accordance with 23.3.2, if it finds that the information provided by such a review is necessary for a well-founded recommendation.

*39.32.4 **Withholding of the progress through the ranks** The Joint Committee may withhold a Member's progress through the ranks if:

- (a) the Member's overall performance, during the period determined by the Dean pursuant to 39.23.3.1 is unsatisfactory and, since the period considered in relation to the most recent formal warning or withholding of the Member's progress through the ranks, there has not been substantial improvement; and
- (b) the procedures set forth in 39.32.6 have been followed.

39.23.5 Dismissal

*39.23.5.1 The Joint Committee may dismiss a Member whose overall performance of workload duties has been persistently and seriously unsatisfactory. This disciplinary measure may only be imposed if the Member's progress through the ranks has been withheld twice (2) within the two (2) academic years preceding the initiation of proceedings for dismissal.

*39.32.5.2 Proceedings for dismissal shall follow the notification, evaluation, and consultation procedures set forth in subsections 39.32.3 and 39.32.6.

*39.23.5.3 A period of at least twelve (12) months shall elapse between the second-withholding of the progress through the ranks and the effective date of dismissal.

39.32.6 Procedures

39.23.6.1 The Dean shall solicit a recommendation from the chair of the department and the DTPC, where one exists, and from the FTPC. Before soliciting these opinions, the Dean shall ask the Member to submit:

- (a) the Member's up-to-date curriculum vitae;
- (b) a copy of the results of the Member's scholarly activities, in one or more of the forms described in 23.3.1.1, that the Member wishes to have considered when her performance is examined;
- (c) any relevant information regarding the Member's participation in academic service activities;
- (d) any other information that the Member deems useful.

It is understood that the evaluation of teaching, pursuant to article 24, shall be completed prior to the request for these recommendations.

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*39.23.6.2 The Dean asks the Member's chair and DTPC, and then the FTPC, whether the Member's 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.

*39.32.6.3 The FTPC shall give its opinion on the two questions put to it, and give its reasons therefor, and shall make its recommendation.

*39.32.6.4 In a case where the Dean suggests the withholding of the progress through the ranks or the Member's dismissal, she shall make her recommendation to the Joint Committee.

*39.32.6.5 Where the Joint Committee decides to withhold a Member's progress through the ranks, the Dean shall promptly notify the Member, in writing, of the decision and the reasons therefor and shall include in her letter a clear indication of the improvements expected from the Member.

Section 39.43 Autres causes – Discipline for violation of the provisions of article 10 and other causes

*39.34.1 General The Employer may reprimand in writing, suspend or dismiss a Member for violation of the provisions of article 10, or for a just and sufficient cause other than such cause as is referred to in sections 39.2 and 39.32, subject to the provisions of this section.

39.34.2 Procedures

*39.34.2.1 When 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.

*39.43.2.2 Following the informal meeting, the Dean may choose to conduct a further investigation according to the provisions of 39.1.2, and may:

- (a) decide not to pursue disciplinary proceedings; or
- (b) give the Member a written reprimand, in which case the Dean shall state her reasons therefor, and give clear written indication of the improvements expected from the Member; or
- (c) recommend in writing to the Board of Governors Provost that the Member be suspended or dismissed, if the Member's act or omission is serious enough or if the Member, after having been disciplined, fails to correct her conduct.

A recommendation for suspension or dismissal shall state the reasons therefor, and be accompanied by all relevant documentation, it being understood that a copy of this documentation shall be sent to the Member, with proper confidentiality safeguards where appropriate.

*39.43.2.3 Where a Dean recommends suspension or dismissal, the Board of Governors Provost shall give proper consideration to the matter and shall, within 20 working days of receipt of the Dean's recommendation, but subject to 13.3.4, decide:

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- (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 of Governors~~Provost 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 of Governors's~~Provost's decision and the reasons therefor.

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*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.

...

*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 and may not be renewed more than once it being understood that the total duration of the appointment may not exceed twenty-four (24) months.
- (d) The appointment of a replacement librarian may not be renewed more than once; 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) where the length of the leave or assignment to other duties is known at the outset, the appointment of a Replacement Librarian may be for the same period.
- (a)(b) Notwithstanding the above, when the replacement is for maternity pregnancy or parental leave purposes or if an extension of a replacement is required because of maternity pregnancy or parental leave, the replacement appointment continues until the effective date of return from the leave.

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

17.7.2.4.1 Une personne peut être engagée comme bibliothécaire invité pourvu que :

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- (a) Un engagement à ce titre ne peut pas dépasser douze (12) mois, la personne soit un bibliothécaire reconnu et dont la présence accroîtra la portée ou la qualité des activités savantes ou scolaires de l'Université ; et
- (b) Le bibliothécaire en chef ne peut procéder à l'engagement d'un bibliothécaire invité sans avoir consulté le responsable de l'unité administrative intéressée et le CPB au préalable, et avoir donné toute la considération voulue à leurs recommandations, la personne ait, à l'extérieur de l'Université d'Ottawa, un poste permanent ou une carrière, ou qu'elle soit à la retraite;
- (c) Un bibliothécaire invité n'est pas membre de l'unité de négociation.

17.7.2.4.2 L'engagement initial d'un bibliothécaire invité ne doit pas dépasser vingt-quatre (24) mois. Un bibliothécaire invité peut être réengagé une fois, étant entendu que l'engagement ne peut dépasser trente-six (36) mois.

17.7.3 Dotation régulière

*17.7.3.1 Un poste doté d'une façon régulière donne lieu :

- (a) soit à une mutation, auquel cas les dispositions prévues à 17.7.3.217.6.1 s'appliquent ;

*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 six (6) months;
- (b) if the preliminary appointment is of two (2) years, a second evaluation shall be carried out following the first twelve (12) months;
- (c) if the preliminary appointment is of three (3) years, a second evaluation shall be carried out following the timeline for Librarian Members as per 23.5.2;

...

* 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 31.4 et 31.5.

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*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-associate Librarians, the director of Morisset, and the chief administrative officer.

*31.2.2.1 The following conditions must be met for a librarian member to be eligible for academic leave:

(a) The member must hold a continuing appointment.

(b) The member must have completed, by the time her first academic leave is to begin, six (6) consecutive years of full-time service as a librarian.

(bc) The member...

*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.

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For text in English, party or parties changed to upper case, to read as Party and Parties.

Article 2

- (a) Buts de l'Université Les parties reconnaissent que les buts de l'Université consistent, notamment :
(a) Goals of the University The parties recognize that the goals of the University are, among others:
- (b) De plus, conformément à l'énoncé de mandat adopté par le Sénat en 1987, les parties reconnaissent que l'Université entend continuer à jouer un rôle déterminant dans la promotion des femmes dans tous les domaines de la vie universitaire.
(b) Moreover, in accordance with the mission statement adopted by the Senate in 1987, the parties recognize that the University intends to continue playing a key role in promoting women in all sectors of university life.
- (c) Les p_{ar}ties s'engagent à favoriseront un climat de liberté, de responsabilité et de respect mutuel propice à la poursuite de ces objectifs, et à collaborer ainsi à la promotion et au développement de l'Université.
(c) The p_{ar}ties agree to shall foster a climate of freedom, responsibility and mutual respect appropriate to the pursuit of these goals, and thereby to cooperate in promoting and enhancing the University.
- (e) Interprétation Les parties conviennent que le présent article ne pourra par lui-même faire l'objet d'un grief ou servir de base à une mesure disciplinaire, et ne sera utilisé que pour l'interprétation de la convention collective.
(e) Interpretation The parties agree that t_{his} article cannot be the subject of a grievance nor be, in and of itself, the basis of a disciplinary action; It shall be used only for the purposes of interpretation of this collective agreement.

4.1.5 Les p_{ar}ties s'engagent à renégocieront toute partie de la présente convention qui serait rendue sans effet légal par une décision judiciaire ou un acte législatif, ou qui serait en contradiction avec une décision judiciaire ou un acte législatif.

*4.1.5 The p_{ar}ties agree to shall renegotiate any part of this agreement which is invalidated by, or is in conflict with, any judicial or legislative act.

4.3.2 Si, après avoir négocié en toute bonne foi, les p_{ar}ties ne réussissent pas à s'entendre sur toutes les questions relatives à la rémunération et 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, et pourvu que, pour toute autre question, soit que les p_{ar}ties aient convenu de la retirer des discussions, soit qu'elle fut résolue, les p_{ar}ties ayant rédigé des dispositions mutuellement acceptables pour inclusion dans une convention collective -- les questions susmentionnées qui demeurent en litige peuvent alors être soumises à l'arbitrage exécutoire par l'une des deux p_{ar}ties conformément à l'annexe C. Les parties conviennent qu'il n'y aura ni grève ni lock-out pour raison de litige en matière de rémunération ou d'avantages sociaux.

*4.3.2 In the event that after negotiating in good faith the p_{ar}ties are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement, other than those dealt with in section 40.8, and provided that all other matters have been either agreed to be set aside or

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resolved and mutually agreeable provisions for inclusion in a collective agreement have been executed by both parties, then those of the aforementioned matters which remain in dispute may be referred to binding arbitration by either party in accordance with appendix C. The parties agree that there shall be no strike or lockout on the grounds of any dispute on a matter dealing with compensation or benefits.

4.4.2 Les parties reconnaissent que l'application prolongée des dispositions de la présente convention, conformément à 4.4.1, ne constitue pas en soi une convention collective.

*4.4.2 The parties agree that the continuation of provisions of this agreement, provided for in 4.4.1, shall not constitute a collective agreement.

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

*5.1.4.1 The Employer acknowledges its responsibility to provide a safe and healthy working environment, and to provide any facilities, supplies, procedures and services required by the legislation to protect the health, safety, and security of employees as they carry out their responsibilities of employment on the Employer's premises. The parties agree that the Employer shall provide, and the Members shall make use of, protective equipment whenever such equipment is required by the legislation or the regulations pertaining to the legislation for the safe performance of the Members' responsibilities of employment.

5.2.2.1 Avant de soumettre une demande ou un cas au CPEF en vue d'une recommandation, le doyen sollicite une recommandation du directeur du département et du CPED, s'il y en a un.

*5.2.2.1 Before submitting an application or case to the FTPC for a recommendation, the Dean shall solicit a recommendation from the DTPC (where one exists) and the department chair.

5.2.2.11 Outre la recommandation du CPED, le directeur du département peut formuler sa propre recommandation au doyen ou au CPEF. Le directeur informe le membre ainsi que les membres du CPED de sa recommandation et, si elle diffère de celle du CPED, de ses raisons.

*5.2.2.11 Besides the recommendation of the DTPC, the department-chair may make a separate recommendation to the Dean or to the FTPC. The chair shall inform the Member and DTPC members of her recommendation and, if it differs from the recommendation of the DTPC, of her reasons therefor.

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5.2.2.12 Le doyen formule sa propre recommandation au Comité mixte ou à toute autre autorité compétente concernant les questions étudiées par le CPEF ; il prend une décision sur les questions qui relèvent de sa compétence. Il informe le CPEF, le membre et le directeur du département de ses recommandations ou de ses décisions et les justifie lorsqu'elles diffèrent de celles du CPEF. Le doyen s'assure qu'une copie de toute recommandation du CPEF, ainsi que des motifs, est envoyée au directeur du département et, par l'entremise du directeur, au CPED s'il y en a un.

*5.2.2.12 The Dean makes her own recommendation to the Joint Committee or to any other appropriate authority concerning any matter considered by the FTPC; she makes a decision on matters which come under her jurisdiction. She shall inform the FTPC, the Member and the department-chair of her recommendations or decisions; she shall give reasons for her recommendations or decisions when they differ from the FTPC recommendations. The Dean shall ensure that a copy of any FTPC recommendation, with reasons, is sent to the department-chair and, through the chair, to the DTPC where one exists.

5.2.3.2 Lorsqu'un membre est en congé universitaire ou un autre congé prévu dans la présente convention, les avis ou les autres documents exigés aux termes de la présente convention doivent être transmis à la dernière adresse que le membre a communiquée à son directeur-de-département, par courrier ordinaire si l'adresse est au Canada ou par courrier recommandé si elle se trouve à l'étranger.

*5.2.3.2 When a Member is on academic or other leave provided for in this agreement, notices or other documentation required pursuant to this agreement shall be forwarded to the last address filed by the Member with her department-chair, by means of ordinary mail if the address is in Canada or by registered mail if the address is outside of Canada.

5.4.1 Collégialité Les parties reconnaissent que La collégialité est un élément fondamental de la vie universitaire. Les parties s'engagent à respecter ce principe et reconnaissent ainsi le droit et le devoir des membres de prendre part, individuellement et chacun selon ses propres responsabilités, à l'élaboration de politiques et de méthodes administratives servant au fonctionnement de l'Université d'Ottawa et de participer au travail de comités, conseils et assemblées qui sont de leur ressort.

*5.4.1 Collegial process The parties recognize that the collegial process is a fundamental element of university life. The parties undertake to respect that principle and thus recognize the right and responsibility of Members to participate individually, each in accordance with her own responsibilities, in the formulation of policies and procedures for the functioning of the University of Ottawa and take part in the work of appropriate committees, councils and assemblies.

5.4.4 Financement des bibliothèques Les parties s'entendent pour que Le Recteur, et le vice-recteur aux études de l'Université, de concert avec et le bibliothécaire en chef, ou leurs délégués, et le président de l'Association ou son délégué, et un membre désigné par l'APUO se réuniront au moins une fois par année pour discuter des ressources des bibliothèques. La réunion se tient normalement avant l'examen des considérations budgétaires qui peuvent influer sur les ressources.

*5.4.4 Library funding The parties agree that, not less frequently than once a year, the President and the Vice-President Academic and Provost of the University, together with and the University Librarian, or their delegates,

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and the President of the Association, or her delegate, and a Member designated by APUO shall meet at least once a year to discuss library resources. Such a meeting shall normally take place prior to budgetary considerations that may impact on resources.

5.5.5 Modifications à la Loi de l'Université d'Ottawa Les parties conviennent que toute proposition future de l'Université d'Ottawa visant à modifier la Loi de l'Université d'Ottawa, 1965, doit être présentée à l'Assemblée législative de la province de l'Ontario une fois l'Association consultée.

***5.5.5 Amendments to the University of Ottawa Act** The parties agree that any future proposals by the University of Ottawa to amend the University of Ottawa Act, 1965, shall be presented to the Legislative Assembly of the Province of Ontario after consultation with the Association.

8.1.1 Sous réserve des dispositions particulières figurant à la section 8.2, les parties conviennent qu'aucun membre 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 identité de genre, de son expression de genre, de son état civil, de ses liens de parenté, de son lieu de résidence, d'une invalidité, d'un casier judiciaire ou d'un dossier d'infractions, de son adhésion à l'Association ou aux activités de celle-ci, ou de son retrait de l'Association ou de toute autre discrimination conformément au Code des droits de la personne de l'Ontario. De plus, tout membre peut avoir recours à toute autre disposition antidiscriminatoire d'une loi fédérale ou provinciale applicable.

***8.1.1 Subject to the particular provisions set out in section 8.2, the parties agree that no Member shall be subjected to discrimination, interference, hindrance or restriction with regard to salary, employee benefits, appointment within the University, rank, promotion, tenure, contract renewal, academic or other leave, dismissal or layoff, disciplinary measures, or any other term or condition of employment based on her age, race, beliefs, color, citizenship or permanent resident status, national or ethnic origin, language, political or religious beliefs or affiliations, sex, sexual orientation, gender identity, gender expression, marital status, family ties, place of residence, a disability, a criminal record or a record of offenses, her membership in the Association or participation in its activities, or her withdrawal from the Association, or of all discrimination in accordance to the Ontario Human Rights Code. Moreover, all Members may resort to any other anti-discriminatory provision of any applicable federal or provincial law.**

8.1.2 Mesures d'adaptation L'obligation d'adaptation est une responsabilité partagée. Les parties conviennent de respecter les dispositions prévues par la loi, notamment le Code des droits de la personne de l'Ontario, la Loi sur l'accessibilité pour les personnes handicapées de l'Ontario (LAPHO) et la Loi sur la santé et la sécurité au travail.

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*8.1.2 Accommodation The duty to accommodate is a joint responsibility. The parties agree to shall act in accordance with all applicable legislation, including but not limited to the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act (AODA) and the Occupational Health and Safety Act (OHSA).

8.2.1.2 Les parties conviennent que le Règlement 67a – Prévention du harcèlement et de la discrimination (révisé le 21 février 2012) est incorporé par renvoi à la présente convention collective, étant entendu que le Règlement 67a ne remplace pas et ne supplante pas la convention collective.

8.2.1.2 The parties agree that Policy 67a Prevention of Harassment and Discrimination (revised on February 21, 2012) is incorporated by reference into the collective agreement with the understanding that Policy 67a does not replace or supersede the collective agreement.

8.2.5.1 Puisque le processus officiel peut entraîner des mesures disciplinaires, la procédure qui y est associée est définie par la convention collective de l'unité de négociation à laquelle le défendeur est affilié ou par les politiques de l'Université, si le défendeur n'est affilié à aucune unité de négociation ou que la convention collective de celle-ci ne traite pas d'un processus officiel. La procédure décrite ci-dessous s'applique lorsque le défendeur faisant l'objet d'une plainte officielle est un membre.

8.2.5.1 Since a formal process may lead to disciplinary measures, the procedure of the formal process is defined by the collective agreement of the bargaining unit that the respondent is a Member of, or University policies if the respondent does not belong to a bargaining unit or the collective agreement in question is silent on the matter. The procedure below applies when a Member is a respondent to a formal complaint.

Article 9 Liberté universitaire – *Academic Freedom

(b) Les parties acceptent qu'aucune censure s'inspirant de valeurs morales, religieuses ou politiques ne soit exercée à l'encontre de tout matériel qu'un membre désirerait faire ajouter aux collections des bibliothèques de l'Université d'Ottawa.

(b) The parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a Member desires to be placed in the library collections of the University of Ottawa.

13.4.2

...

Nonobstant ce qui précède, en cas de grief présenté contre la décision du Comité mixte sur le report ou le refus d'une demande de promotion et de permanence ou d'une demande de promotion, et ce suite à une recommandation positive du CPEF, les parties s'entendent pour remplacer la réunion de première étape sera remplacée par une séance de médiation avec un médiateur faisant l'objet d'un consensus. La séance de médiation doit avoir lieu au plus tard quinze (15) jours ouvrables suivant la réception de l'avis de grief.

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Notwithstanding the above, in the case of a grievance against a decision of the Joint Committee to defer or refuse promotion and tenure or promotion application following a positive recommendation from the FTPC, the parties agree to replace the Step 1 meeting shall be replaced with a mediation session with a mutually agreed-to mediator. The mediation session shall take place no more than fifteen (15) working days of receipt of the written notice of grievance.

*15.1.2.1 Le directeur de département est membre et président du CPED. Il ne vote pas, même s'il y a égalité des voix.

15.1.2.1 The department chair shall be a member and the chair of the DTPC. She does not vote, even in the case of a tie.

*15.1.2.3 La majorité des membres du CPED, y compris le directeur du département, doivent être présents pour qu'il y ait quorum à une réunion du CPED. Il n'y a pas perte du quorum lorsque le directeur s'absente temporairement d'une réunion du CPED aux termes de 5.2.2.3. Durant une telle absence du directeur, la présidence du comité revient à un membre qu'élisent parmi eux les autres membres présents.

15.1.2.3 Quorum for DTPC meetings shall consist of a majority of DTPC members, including the department-chair. Quorum shall not be deemed to have been lost when the chair absents herself temporarily from a meeting of the DTPC pursuant to 5.2.2.3. During any such absence of the department-chair, the committee shall be chaired by a member elected by and from among the other committee members present.

*15.1.3.1 L'élection des membres du CPED se fait par scrutin secret organisé par le directeur du département auprès des professeurs réguliers du département, membres de l'unité de négociation. Le département doit s'assurer que le processus de présentation des candidatures est ouvert à tous, que les bulletins de vote restent confidentiels et qu'au moins deux scrutateurs représentant les candidats assistent au dépouillement du scrutin. L'élection se tient au printemps de chaque année, sauf lorsqu'il s'agit d'une élection spéciale pour remplacer un membre qui a dû quitter son siège au CPED. Les mises en candidature et l'élection se font selon des procédures convenues par l'assemblée départementale et approuvées par le conseil de la faculté.

15.1.3.1 The election of DTPC members shall be by means of a secret ballot organized by the department-chair among the department's regular Faculty Members. The department shall ensure an open nomination process, protection of ballots, and at least two scrutineers for the counting of the ballots. The election shall be held annually, in the spring, except for a special election held to replace members who gave up their seats on the DTPC. The nominations and the election shall follow procedures agreed to by the department assembly and approved by the Faculty Council.

*17.1.3.1 L'engagement initial d'un membre du personnel enseignant est fait par l'Employeur sur recommandation du département concerné et du doyen de la faculté. Outre la recommandation du département, le directeur du département peut formuler une recommandation distincte.

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

17.1.3.7 Dans le cas de l'engagement d'un professeur régulier ou d'un professeur remplaçant, le doyen doit demander la recommandation du département avant de demander celle du CPEF quant au rang professoral à accorder. Outre la recommandation du département, le directeur de département peut formuler une recommandation distincte. Le rang initial d'un professeur nouvellement engagé doit normalement être conforme aux critères de promotion énoncés dans la présente convention.

*17.1.3.7 For the appointment of a regular or replacement Professor, the Dean shall seek the recommendation of the department before asking for the recommendation of the FTPC regarding the professorial rank to be given. Besides the recommendation of the department, the department-chair may make a separate recommendation. The initial rank of a newly appointed Faculty Member shall normally be consistent with this collective agreement's criteria for promotion.

*17.1.5 Réengagement La décision de réengager ou non un professeur régulier ne bénéficiant pas encore de la permanence est prise par le doyen conformément à 17.3.3 ; ce dernier doit solliciter la recommandation du CPED, du directeur du département et du CPEF. Lorsqu'il y a lieu d'envisager le réengagement d'un membre bénéficiant d'un engagement spécial, le doyen doit solliciter la recommandation du CPED et du directeur.

17.1.5 Reappointment The decision whether or not to reappoint a regular Professor who does not yet have tenure shall be made by the Dean in accordance with 17.3.3; she shall solicit the recommendations of the DTPC, of the department-chair, and of the FTPC. When the reappointment of a Member holding a special appointment is a possibility, the Dean shall solicit the recommendations of the DTPC and the chair.

17.2.3 Professeurs détachés Des personnes employées ailleurs peuvent être affectées à un poste de professeur à l'Université d'Ottawa à titre de professeur détaché ou dans le cadre d'un programme d'échange. La décision quant à ce genre d'engagement est prise par l'Employeur, après avoir donné la considération voulue aux recommandations du doyen et du département intéressés. Outre la recommandation du département, le directeur du département peut formuler une recommandation distincte.

*17.2.3 Seconded Professors Persons employed elsewhere may be assigned to an academic staff position at the University of Ottawa on a secondment basis or under the terms of an exchange program. The decision regarding such an appointment is made by the Employer, upon proper consideration of the recommendations of the Dean and of the department concerned. Besides the recommendation of the department, the department-chair may make a separate recommendation.

17.2.4.2 Quant à la nomination ou la renomination d'un chercheur-boursier, le doyen doit consulter les membres et le directeur du département intéressé, conformément aux dispositions de la présente convention

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portant sur la consultation devant précéder l'engagement régulier initial et les engagements à durée limitée subséquents.

17.7.2.4 Visiting Librarian The Employer may appoint a Visiting Librarian to carry out a special project requiring specific qualifications which are such that it cannot be taken on by Librarian Members of the bargaining unit, or in order to implement personnel exchanges with other universities or organizations. In such an event, the following provisions shall apply.

19.3.3.1

....
(b) obtiendra à cette fin la recommandation du CPED et du directeur du département;

....
***19.3.3.1**

....
(b) in this regard, will obtain the recommendation of the TPC of the department and the chair of the department;

....

21.5.1 The University shall provide insurance coverage in respect of the liability of Members acting within the course of their employment, as is commercially available and feasible as determined by the University acting reasonably to the extent provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE) policies.

22.2.4.1 La charge d'enseignement du professeur syndiqué membre est établie de la façon suivante.

(a) Pendant la session d'hiver qui précède l'année universitaire en question, le directeur du département fait parvenir au doyen une recommandation quant aux tâches d'enseignement à assigner à chaque membre du département pour la prochaine année universitaire.

....

(c) La charge d'enseignement du membre est déterminée par le doyen, celui-ci accordant la considération appropriée à la recommandation du directeur du département du membre et à toute opinion que lui aurait communiquée le CPED.

***22.2.4.1** A Faculty Member's teaching assignment is determined as follows.

(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.

....

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- (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.

22.2.5 Enseignement supplémentaire Les professeurs syndiqués peuvent demander d'enseigner des cours en sus de la charge d'enseignement qui leur a été assignée, sous réserve des conditions suivantes.

- (a) La demande doit parvenir au directeur ~~du-département~~-avant que celui-ci envoie ses recommandations concernant les charges d'enseignement au doyen.

....

***22.2.5 Additional teaching** Faculty Members may request to teach courses in addition to their assigned teaching load subject to the following conditions.

- (a) The request shall be submitted to the ~~department~~-chair before the chair forwards the proposed teaching assignments to the Dean.

22.2.6.5 Composition du CECTM :

- (a) Le comité est composé des membres du CPEF, à l'exclusion du doyen.

- (b) Le doyen propose les noms de deux (2) personnes susceptibles d'assumer la présidence du CECTM, parmi lesquels les membres du comité le choisissent par vote majoritaire. Le directeur ~~du-département~~-au sein duquel le membre travaille ne peut pas présider le CECTM.

....

22.2.6.5 Membership of the FWRC:

- (a) The committee shall be comprised of the members of the FTPC, excluding the Dean.

- (b) The Dean shall put forward the names of two (2) individuals to chair the FWRC, of which the members of the committee shall choose one (1) by a majority vote. The chair ~~of-the-department~~-of the Member may not serve as the chair of the FWRC.

***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.

....

23.1.1.1 No part of this agreement shall be construed as restricting the general right of the Senate to evaluate, by various means and with as much continuity as possible, the quality and relevance of teaching, of scientific, artistic, literary or professional activities, and of academic service activities at the University of Ottawa. This having been said, the parties agree to the following.

....

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23.1.2.5 Des copies du rapport annuel et des rapports A (sauf d'après les indications données plus bas) de chacun des membres d'un département sont transmises par le doyen au directeur du-département-qui, avec le CPED, doit les examiner et les retourner au doyen. Suite à l'examen des rapports, le CPED ou le directeur peut vouloir attirer l'attention du membre ou du doyen sur certains aspects positifs ou négatifs du rendement du membre. A ce sujet :

*23.1.2.5 Copies of annual reports and A-reports (except where indicated below) for all Members of a department shall be forwarded by the Dean to the chair of the department who, with the DTPC, shall consider them and then return them to the Dean. On the basis of their consideration of the reports, the DTPC or the chair may wish to call a Member's or the Dean's attention to certain positive or negative aspects of the Member's performance. In this respect:

....

23.2.4.1 Lorsque le rendement d'un professeur est évalué en vertu de 23.2.1.3 :

- (a) le membre intéressé doit en être informé et doit pouvoir soumettre tout document qu'il juge pertinent ;
- (b) cette évaluation formelle est faite par le CPE et le doyen de la faculté du membre, après consultation du CPE et du directeur du-département-du membre.

24.2.1.3 Rôle du doyen et du CPEF Après que le doyen a reçu le rapport préparé aux termes de 24.2.1.1, et sans soumettre l'affaire ultérieurement au CPED ou au directeur du-département-:

....

24.2.3.1 **Mandat** Le rôle général des EE est de fournir une évaluation objective de la préparation et de la pédagogie du membre aux personnes chargées de formuler des recommandations sur le rendement du membre ou la progression de sa carrière. Il leur incombe, tant dans leur enquête que dans les rapports subséquents, de considérer tous les renseignements pertinents, notamment le genre et la nature des cours donnés, la nature de la matière, les opinions des étudiants, la qualité et l'utilité du matériel pédagogique élaboré par le membre, de même que l'utilité des contributions du membre au développement et à l'innovation pédagogiques. Les parties conviennent que l'évaluation directe de l'enseignement par des pairs ne constitue pas une procédure corrective. Les rapports des EE ne visent pas à donner au membre évalué des commentaires sur les moyens d'améliorer son enseignement. Le rapport devrait cependant déterminer la nature de tout problème ou manquement et en indiquer la gravité ou l'importance. Le rapport peut également émettre une opinion à savoir si ces manquements peuvent être réglés par des mesures correctives, étant entendu que le rapport ne vise pas à proposer directement de telles mesures. Il incombe également aux EE de s'assurer que la portée et la nature de leur enquête, compte tenu des circonstances spéciales, sont conformes au cheminement général établi par les EE précédents ; à cette fin, on conserve en dossier les rapports non signés des EE au cabinet du vice-recteur aux études.

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*24.2.3.1 **Mandate** The general role of the TEs is to provide those charged with making recommendations in personnel matters with an objective assessment of a Member's preparation and pedagogy. Their duty is to ensure that, both in their investigation and subsequent reports, they consider all relevant information, such as the type and nature of courses taught, the nature of the subject matter, the opinions of students, the quality and utility of pedagogical materials prepared by the Member, and the usefulness of the Member's contributions in the areas of pedagogical development and innovation. The parties agree that the Direct Peer Review of Teaching is not a remedial process. TE reports are not meant to provide the Member being evaluated with feedback as to how the Member may improve his or her teaching. The report should, however, identify the nature of any problem or deficiency and indicate its seriousness or significance. The report may also express an opinion as to whether or not these deficiencies are such that they can be addressed by remedial action, it being understood that the report is not meant to propose actual remedies. It is the further duty of TEs to ensure that the scope and nature of their investigation, making due allowance for special circumstances, conform to the general pattern established by previous TEs and, for this purpose, unsigned TE reports are kept on file at the Office of the Vice-President Academic and Provost.

24.3.1 **Dispositions générales** Les parties s'entendent sur le fait que l'évaluation des cours et de l'enseignement par les étudiants au moyen de questionnaires est une importante source d'information sur l'opinion et le niveau de satisfaction des étudiants, et sur la préparation de ses cours par le membre et son efficacité à transmettre la matière à enseigner. Les parties sont donc d'accord pour que :

....

*24.3.1 **General** The parties agree that the evaluation of courses and teaching by means of student responses to questionnaires is an important source of information regarding student opinions and degree of satisfaction, and regarding a Member's preparation for class and effectiveness in conveying the subject matter. Therefore the parties agree that:

....

*25.3.2.1 Les parties reconnaissent que l'agrége comme est un rang supérieur, confirmant que son détenteur a fait preuve de toutes les qualités requises, en milieu universitaire, en matière d'enseignement et d'activités savantes. Lorsqu'une promotion au rang d'agrége est accordée, elle entraîne automatiquement la permanence.

25.3.2.1 The parties recognize the rank of Associate Professor as is a senior rank, confirming that its holder has displayed all the qualities required in a university context in regard to teaching and scholarly activities. The granting of promotion to the rank of Associate Professor automatically carries with it the granting of tenure.

25.3.3.1 Les parties conviennent que la promotion au rang de professeur titulaire équivaut à reconnaître la haute qualité des contributions d'un membre à l'enseignement et aux activités savantes en milieu universitaire.

*25.3.3.1 The parties agree that promotion to the rank of Full Professor is a recognition of the high quality of the Member's contributions to teaching and scholarly activities in the university setting.

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26.2.1 Les conditions suivantes doivent être remplies pour qu'un membre du corps enseignant, un conseiller ou un professeur de langue IV soit admissible à un congé universitaire.

(c) Ce projet doit, suite à son évaluation par les comités du personnel enseignant du département et de la faculté, et par le directeur du département et le doyen :

....

*26.2.1 The following conditions must be met for an academic staff Member, a Counsellor, or a Language Teacher IV to be eligible for academic leave.

....

(c) This project must, upon evaluation by the faculty and departmental teaching personnel committees, the department-chair and the Dean:

28.3.2 ~~Les parties sont d'accord pour que l'Université d'Ottawa est~~ fermée officiellement pour une période commençant le 22 décembre à 17 h et se terminant le 3 janvier à 8 h 30.

*28.3.2 ~~Winter holiday recess~~ The parties agree that the University of Ottawa is officially closed for the period beginning on December 22 at 5 pm and ending on January 3 at 8:30 am.

29.1.2 ~~Les parties reconnaissent qu'il~~ pourra arriver qu'un membre en congé souhaite modifier ou résilier son congé. Dans pareil cas, le membre concerné présente à son doyen une demande de modification ou de résiliation de son congé. En fonction de l'information fournie par le membre, le doyen décide, sans délai déraisonnable, s'il y a lieu de modifier ou de résilier le congé.

*29.1.2 ~~The parties recognize that~~ There may be cases in which Members on leave may wish to modify or terminate their leave. In such cases, the Member shall make a request to their Dean that the leave arrangements be modified or terminated. Based on the information provided, the Dean shall decide, without unreasonable delay, whether the Member's leave is to be modified or terminated.

29.2.2.11 (a) The Employer and the Member shall continue to pay their full regular contributions to employee benefit plans throughout the pregnancy leave.

Article 33 Activités professionnelles à l'extérieur – *Outside professional activities

(a) **Rapports avec l'Employeur** Il est entendu que les membres sont employés par l'Université d'Ottawa sur une base à temps complet ou dans une proportion fixe et convenue de la base à temps complet. Les parties reconnaissent que les membres sont des professionnels dont les obligations de travail comportent non seulement

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les fonctions régulières mais également leurs activités savantes, leurs tâches administratives et le service à la communauté universitaire, conformément aux articles 20 à 22 de la présente convention.

(a) Relationship to Employer It is understood that Members 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.

35.1.1.1 Les parties conviennent que l'Employeur détient les droits de brevet pour toute invention mise au point ou réalisée par le membre dans l'exercice de ses fonctions ou à l'aide des installations, du personnel de soutien ou des services de l'Employeur, sous réserve de 35.1.2.2.

*35.1.1.1 The parties agree that the Employer holds the patent rights for any invention developed or produced in the course of the Member's employment or with the use of Employer facilities, support personnel or services, subject to 35.1.2.2.

35.1.2.1 Sauf indications contraires dans le cadre d'un projet de recherche subventionnée, les parties conviennent que la décision d'exploiter une invention appartient au membre. Lorsque le membre désire que l'invention soit exploitée, il doit faire une description complète de l'invention lui-même et de son application et de son marché potentiel, et il doit certifier qu'il détient le droit au brevet. L'Employeur doit aviser le membre, dans les cent quatre-vingts (180) jours qui suivent l'exposé, de son intention de faire une demande de brevet. Lorsque l'Employeur décide de demander un brevet, il prend toutes les dispositions nécessaires, et le membre signe les documents requis.

*35.1.2.1 Unless otherwise required as part of a sponsored research project, the parties agree that the exploitation of any invention shall be at the option of the Member. When the Member wishes the invention to be exploited, she shall make full and complete disclosure of the invention, its application and expected market potential and shall warrant her patent. The Employer shall advise the Member within one hundred and eighty (180) days of the completed disclosure of its intent to apply for a patent. When the Employer decides to apply for a patent, the Employer shall make all the necessary arrangements and the Member shall sign all required documentation.

35.2.1.1 Sous réserve des dispositions dans 35.2.1.3, les parties conviennent que, même si le membre produit une œuvre originale à l'aide des installations, du personnel de soutien ou des services de l'Employeur, le membre conserve les droits d'auteur de cette œuvre pourvu que cela n'entraîne pas des frais supplémentaires pour l'Employeur.

*35.2.1.1 Except as provided for in 35.2.1.3 the parties agree that the Member holds the copyright with respect to any original work produced even where such work was produced with the use of Employer facilities, support personnel or services where such use does not result in additional cost to the Employer.

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ARTICLE 37 Sélection d'un directeur-de-département— Selection of a chair

37.1.3 Formation ~~Les parties reconnaissent qu'à~~ Au moment de leur nomination, les membres ne possèdent pas nécessairement les compétences requises pour assumer de façon optimale les responsabilités et les tâches inhérentes au rôle de directeur. De ce fait, les parties ~~s'entendent pour mettreont au point et prendront~~ part à un programme conjoint de formation pour préparer adéquatement les personnes au poste de directeur. Ces activités de formation engloberont, sans s'y limiter, les dispositions de la présente convention sur le rôle des directeurs et leurs interactions avec les autres membres de la communauté universitaire.

***37.1.3 Training** The parties recognize that the skills required to successfully fulfil the role, responsibilities and duties of a chair may not exist in Members at the time of their appointment. As such, the parties agree to shall develop and engage in a joint programme of training activities so as to adequately prepare individuals for these positions. These training activities will include, but shall not be limited to, knowledge of the provisions of this agreement related to their appointments and their interactions with other Members of the university.

37.1.4.1 Le directeur d'un département est nommé par le Bureau des gouverneurs conformément aux dispositions du présent article. Sauf dans une unité scolaire où la majorité des professeurs sont exclus aux termes de 3.1.3.1(c), le directeur doit être un professeur régulier syndiqué du département pendant son mandat.

37.1.4.1 The chair of a department shall be appointed by the Board of Governors in accordance with the procedures set forth in this article. Except in a department where the majority of the academic staff are excluded under 3.1.3.1(c), the chair must be a regular Member of the department during her mandate.

37.1.4.3 Nonobstant ce qui précède en 37.1.2, si un directeur d'une unité scolaire devient incapable d'exercer ses fonctions, le doyen, en consultation avec les membres réguliers de l'unité scolaire, peut nommer un directeur par intérim. Un tel mandat par intérim ne devrait normalement pas durer plus de douze (12) mois. Toutefois, si un tel mandat par intérim devait se prolonger au-delà de douze (12) mois, le doyen initie les démarches pour la nomination d'un nouveau directeur en vertu de 37.2.

37.1.4.3 Notwithstanding 37.1.2, should the chair of an academic unit become unable to perform her duties, the Dean, in consultation with the regular academic unit Members, may appoint an interim chair. The term of an interim chair shall not normally extend beyond twelve (12) months. Should the term of an interim chair extend beyond twelve (12) months, the Dean shall initiate procedures for the appointment of a new chair under 37.2.

***39.1.8 Application of this article** The provisions of this article apply to all Members of the bargaining unit, it being understood that:

....

uOttawa & APUO negotiations

Employer Proposals – Librarian – housekeeping proposal

presented January 31, 2018

*3.5.2.2 (a) Articles 16, 17, 18, ~~19~~, 20, 21, and 22, and 26 apply in the form respectively set out in sections 16.1, 17.7, 18.1, 18.2, ~~19.2~~, ~~19.3~~, 20.5, 21.2, and 22.3 and 26.3, 26.5, 26.6.

*18.2.3.2

...

(b) ses rapports d'activités annuels pour les années à l'étude ;

18.2.3.2

...

(b) her annual report of activities for the years under consideration;

20.5.3 Activités savantes Les activités savantes d'un bibliothécaire syndiqué sont celles qui contribuent

...

(c) par diverses activités de perfectionnement professionnel, à l'avancement de la profession de bibliothécaire :

(i) les contributions à l'exercice de la profession allant au-delà de l'accomplissement journalier des activités professionnelles décrites dans la description de tâches du bibliothécaire. Elles incluent, sans y être limitées : (a) l'élaboration et le développement de méthodes et de moyens didactiques innovateurs pour usage au sein ~~du réseau des bibliothèques de la bibliothèque ou de la profession~~ ; (b) la réussite d'un stage d'au moins six (6) semaines qui profite à la bibliothèque au réseau des bibliothèques ou à la profession.

23.5.2.2

...

(a) un rapport d'activité annuel;

*23.5.2.2

...

(a) an annual activity-report;