

# **ENTENTE PROPOSÉE**

CONVENTION COLLECTIVE  
1 MAI 2011 AU 30 AVRIL 2012

# **TENTATIVE SETTLEMENT**

COLLECTIVE AGREEMENT  
1 MAY 2011 TO 30 APRIL 2012

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

Texts are presented only in the language in which they were finally negotiated. Hard copies of this document will be available at the meeting.

## ARTICLE 3 The bargaining unit

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

- (a) the President, the Vice-Presidents and Associate Vice-Presidents, ~~the Secretary of the University~~, the University Chief Negotiator, the University APUO Liaison Officer, the deans and administrative exclusions, the director of the Counselling and Personal Development Service, the University Librarian, two Associate University Librarians appointed by the University Librarian for the purposes of assisting with staff relations under this agreement, the director of Morisset, and persons holding acting appointments and so acting in the above positions;
- (b) members of the Board of Governors or of the Joint Committee;
- (c) persons engaged in the practice of medicine in the course of clinical teaching of medicine, and research fellows appointed in a clinical department of the Faculty of Medicine;
- (d) a member of the academic staff of a faculty, other than the Faculty of Law, appointed by the dean for the purposes of assisting with academic staff relations; visiting professors and professors seconded to the University of Ottawa from a position with another employer, and visiting librarians;
- (e) in addition, the University may appoint up to twelve (12) other persons as excluded employees by written notification to the Association. French "coopérants militaires".

\*3.3.2 The information forwarded to the Association pursuant to 3.3.1 shall include the name of the person, the nature and duration of the appointment or change in status, the unit to which the person will be attached and, if required, any other information necessary for determining the membership of this person in the bargaining unit. Furthermore, the Association employer's liaison officer shall be informed the Association whether this person is a Canadian citizen, a permanent resident, or neither. For any person belonging to the bargaining unit, this information shall also include the nominal salary and the regular salary and, in the case of regular members, years of recognized university-level experience, it being understood that the Association shall continue to consider this as confidential. ~~The information shall be forwarded on a form the design of which shall have been approved by the parties' liaison officers. The information contained in the monthly electronic report will be reviewed on an annual basis. Membership and association dues report will be provided by the Employer in an electronic format. The actual data to be provided may be amended from time to time by mutual agreement of the parties.~~

## ARTICLE 4 This agreement and the next agreement

\*4.1.3.3 **Copies** The employer agrees to provide make available, at no charge, within 6 months of ratification, an electronic a-copy of this agreement in both official languages to each member on its official designated Academic Labour Relations website and 100 such printed copies to the Association, ~~and thereafter, at no charge, to each new member with the initial letter of appointment.~~

\*4.1.4 **Revisions** Every revision of this agreement shall be recorded in a memorandum of agreement signed by both parties' liaison officers, and shall take effect on the date specified in the memorandum of agreement. Unless waived by the liaison officers, with respect to any such memorandum of agreement, the employer agrees:

- (a) to translate the memorandum from the language in which it was negotiated into the other official language;
- (b) for any page or pages of the collective agreement affected by such memorandum, to prepare, where practical, the revised page or pages in a form agreed to by the parties; and
- (c) to forward to the Association copies of the memorandum or copies of any revised pages in a form suitable for attachment to or inclusion in the members' copies of this agreement, in sufficient number for distribution to the members, it being understood that printing costs shall be shared equally by the parties and to add to the designated official Academic Labour Relations website, if appropriate.

~~The Association shall be responsible for distributing to members the copies received pursuant to (c) above.~~

~~\*4.3.1 The parties agree to negotiate articles 40 and 41 (excluding 40.9) for the period 1 May 2007 to 30 April 2008. These negotiations shall start no later than 15 January 2007. In the event that, after negotiating in good faith, the parties are unable to agree upon all of the above noted issues, then those which remain in dispute may be referred to binding arbitration by either party, with 4.4.2 and appendix C applying, mutatis mutandis.~~

\*4.4.1 Negotiations for a new collective agreement may be opened by either party on ten (10) working days' notice, such notice to be given no sooner than 15 January 2011 the end of January of the year of the expiry of the collective agreement. However, negotiations for a new collective agreement may be commenced prior to that date, with the consent of both parties.

\*4.4.2 In the event that after negotiating in good faith the parties are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement, other than those dealt with in section 40.8, together with any new proposals thereon, for the year 1 May 2011 to 30 April 2012 of such nature tabled by either party, and provided that all other matters have been either agreed to be set aside or resolved and mutually agreeable provisions for

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

\*4.5.1 If the parties have not ratified a new collective agreement ~~on or before 30 April 2011, then~~ all provisions of this agreement, save and except 4.1.2, shall continue in force:

- (a) until a new collective agreement has been ratified by the parties; or
- (b) unless a legal strike or lockout is in effect.

## ARTICLE 5 General administration

5.4.2.2 Advisory committees for services such as the bookstore, catering, health services, parking, and the University Centre shall be maintained, it being understood that:

- (a) the Association has the right to appoint a certain number of its members to each of these advisory committees;
- (b) the number and proportion of members that the Association has the right to appoint shall not be inferior to those set out in the constitution of that committee at the time this agreement came into effect or as amended subsequently by mutual agreement of the parties to this agreement;
- (c) these committees shall be consulted on all matters that affect significantly the management and costs of the service concerned;
- (d) when such a committee makes a recommendation, the employer shall advise the committee -- before putting into effect any decision whatsoever regarding the recommendation -- of the fate of the recommendation and of the reasons for that decision.

## ARTICLE 6 Rights of the Association

\*6.3.4 For each regular term, the Association shall have the right to appoint as many as ~~5-six (6)~~ willing members to other specific tasks for the Association by the means of a reduction in their teaching load. In addition, from the time in which notice to bargain is given, the Association shall have the right to appoint a further five (5) willing members for each regular term, until a new collective agreement is signed. If not requested, these teaching load reductions cannot be accumulated for ulterior use. The following provisions will apply in such a case.

- (a) The Association shall forward to ~~the employer's liaison officer~~ Academic Affairs and Labour Relations a written notice of the appointees no later than ~~2-three (3)~~ calendar months prior to the commencement of the term in which the members are to act in this capacity.
- (b) During the term in which a member acts in this capacity, APUO may request:
  - (i) a reduction in the member's teaching load equivalent to one (1) regular one-term (1) course, with no reduction in remuneration. The notice under (a) must be given no later than June 1 for a requested reduction in teaching in the fall term and no later than October 1 for a requested reduction in teaching in the winter term, or
  - (ii) remission of an equivalent amount of the member's academic service activities other than services provided to the Association.

This request may be refused by the dean for good and sufficient academic or administrative reasons, it being understood that replacement costs shall not be considered in themselves as sufficient administrative reasons.

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

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

- ~~(a) the names of all members of the bargaining unit and, for each member, the amount of deductions from that member's salary; and~~
- ~~(b) the names of all members of the bargaining unit on whose behalf the deductions were remitted to the APUO Student Awards Fund pursuant to 6.4.4.2; and~~
- ~~(c) the names of all persons who have ceased to be members of the bargaining unit within the past 30 days.~~

## ARTICLE 11 Language requirements

\*11.1.2 For the purposes of this agreement, active knowledge of a language means a level of competence which is adequate for the purposes of teaching, and passive knowledge means the ability to grasp the essential content of oral ~~or and~~ written communications addressed to the member in the course of employment at the University of Ottawa.

## ARTICLE 13 Grievances and arbitration

\*13.3.4 Where a member files a letter of disagreement, any time limit set for the taking of a decision provided for in other articles of this agreement or in relation to the processing or progress of the matter concerned shall be extended by ~~50~~ twenty (20) working days.

## ARTICLE 14 Faculty Teaching Personnel Committee

14.1.3.2 All tenured staff members of a faculty who are members of the bargaining unit may be members of the FTPC, it being understood that:

- (a) the chair of a department, the secretary of a faculty or section, the associate deans, the assistant deans, and the vice-deans may not be committee members;
- (b) a professor may not be a committee member for more than 2 consecutive full terms;
- (c) members of a DTPC may not concurrently be members of the FTPC.

## ARTICLE 15 Departmental Teaching Personnel Committee

15.1.1.2 A committee shall be composed of not fewer than three (3) and not more than five (5) regular tenured faculty members from the department, including the chair.

15.1.3.2 All ~~regular-tenured~~ academic staff members of the department who are members of the bargaining unit may be members of the DTPC, it being understood that:

- (a) the secretary of a faculty or section, the associate deans, the assistant deans and the vice-deans may not be members of their department's teaching personnel committee;
- (b) a professor may not be a member of the DTPC for more than 2 consecutive full terms;
- (c) members of the FTPC may not concurrently be members of the DTPC.

## ARTICLE 17 Appointments

17.1.1.3 Special appointments allow for other types of appointments, of limited duration and not leading to tenure, such as:

- (a) the appointment of replacement professors, in which case the provisions of 17.2.1 shall apply;
- (b) the appointment of visiting professors, in which case the provisions of 17.2.2 shall apply;
- (c) the appointment of professors seconded from other institutions, in which case the provisions of 17.2.3 shall apply;
- ~~(d) the appointment of French "coopérants", in which case the provisions of 17.2.4 shall apply;~~
- (e) the appointment of research fellows, in which case the provisions of 17.2.5 shall apply;
- (f) the appointment of certain chairs, in which case the provisions of 17.2.6 apply.

It is understood that special appointments may not be used, instead of regular appointments, to make appointments which are probationary in nature.

17.1.2.3 If, for valid reasons, such a regular appointment must be made within a time period too short to allow for the position to be advertised in advance, the President Provost or her delegate may authorize exceptions to this rule, in which case she shall inform the Association accordingly, with reasons, in a timely fashion.

17.1.4.4 Together with the letter of appointment the employer shall advise the member in writing of the availability, on the official website of the Academic Affairs and Labour Relations, of the electronic version of the collective agreement and the latest salary scales and progress through the rank, send a copy of the collective agreement as provided for in 4.1.3 and the latest salary scales and PTR.

17.1.4.5 Members who require a work permit are responsible for ensuring that they obtain and maintain a valid work permit for the duration of their appointment, it being understood that the employer shall undertake steps normally required of employers by Citizenship and Immigration Canada in such circumstances. Upon request of the member, Human Resources Service Academic Affairs and Labour Relations shall provide the member with general information and assistance to facilitate the process.

\*17.1.6.1 ~~Gender representation~~ Designated employment equity groups in academic units

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

(b) The parties to the collective agreement may from time to time agree to designate as equity groups for the purpose of this provision, the following groups:

- Aboriginal peoples;
- persons with disabilities; and
- members of visible minorities.

\*17.1.6.2 ~~Employment Equity, Diversity and Inclusion~~ Committee (EECEDIC) There shall be a joint APUO-employer consultative committee on ~~employment equity, diversity and inclusion~~. Its opinion shall be sought on any contemplated employment equity, diversity and inclusion measure and procedures which affect the APUO bargaining unit. The committee may also propose to APUO and the employer additional specific measures and procedures for achieving employment equity, diversity and inclusion, and it shall examine in an ongoing fashion the implementation of any employment equity, diversity and inclusion measures which affect the selection and hiring of bargaining unit members or which affect members of the bargaining unit directly.

The committee shall report annually on or about 1 July to the Rector-President of the University and the President of the Association on the success of these employment equity, diversity and inclusion procedures and measures and the need for revision to these, if any.

The committee has ~~4-eight (8)~~ members, of whom ~~four (4)2~~ are appointed by the employer and ~~2-four (4)~~ by the Association. At least one of the employer appointees shall be a woman, and likewise for the Association appointees. The chair of the committee, with the right to vote but without an additional casting vote, shall be elected by and from the members of the committee.

\*17.1.6.3 **Criteria**

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

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

Notwithstanding the preceding, no department shall be deemed under-represented where at least 40% of the members are men or 40% of the members are women.

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

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

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

\*17.1.6.4 **Information**

(a) Within ~~two-four (4)~~ months following ratification of the collective agreement, the employer shall provide the EEC-Equity, Diversity and Inclusion Committee with up-to-date information on the gender-designated group distribution of academic

staff with regular appointments, by department. This information must be updated whenever appropriate and not less frequently than every twelve (12) months.

- (b) Deans shall examine whether or not departments should be deemed to have an under-representation of women or men or designated groups according to the criteria outlined in 17.1.6.3, and shall so advise the Administrative Committee, with copy to the Equity, Diversity and Inclusion Committee~~EEC~~, outlining the formula on which their recommendation is based.
- (c) ~~Once every six months, the Secretary of the University~~The Academic Affairs and Labour Relations sector shall ~~transmit~~maintain, for consultation by EDIC, to the EEC copies of advertisements and of departmental recommendations for appointments and their justification for those departments deemed to have an under-representation of women or men or designated groups as defined in 17.1.6.3 where the appointed member was not of the under-represented ~~gender~~designated group. After reviewing this information, where a majority of the EEC-EDIC members have reasons for concern with respect to a given appointment, the EEC-EDIC may consult the files of short-listed candidates and the department's justification for appointing a person not of the under-represented ~~gender~~designated group.

\*17.2.1.3 Notwithstanding 17.2.1.2, where peer reviewed grant from a national or international funding agency such as an NSERC, CIHR, or SSHRC grant is being applied for, a replacement professor may be given an initial, non-renewable appointment of 36 consecutive months. This is conditional upon the employer promptly notifying the Association of all such appointments, and the appointee applying for and obtaining a peer reviewed grant from a national or international funding agency such as the NSERC, CIHR, or SSHRC grant within the first year of appointment. If the grant is not obtained, the appointment contract reverts to one of 24 consecutive months in keeping with 17.2.1.2.

~~\*17.2.4 French "coopérants" In the matter of appointment or reappointment of a French "coopérant militaire", the decision is made by the employer after giving proper consideration to the recommendation of the dean and the department concerned. Besides the recommendation of the department, the department chair may make a separate recommendation.~~

\*17.4.1.3 A cross-appointment shall be for a term not exceeding five (5)~~3~~ years and is renewable.

\*17.4.2.1 Decisions regarding a member's application for cross-appointment shall be made by the Joint Committee, upon recommendation by the deans of the faculties concerned after receiving recommendations from all concerned chairmen/chairs, DTPCs, and FTPCs,~~and DTPCs.~~

\*17.4.2.2 Before the submission of the recommendations for a cross-appointment ~~to the Joint Committee~~, the member shall be notified in writing by her dean as to:

- (a) the effect of the proposed cross-appointment on the member's responsibilities and privileges in terms of research, supervision, teaching or community service;
- (b) the effect of the proposed cross-appointment on the member's privileges and whether the member will or will not have full membership in the assembly of her proposed secondary department(s).

\*17.4.2.3 Where this agreement calls for the consideration of a matter by the member's chair or dean or by a TPC, it is understood that these shall be the chair, dean or TPC corresponding to the member's principal appointment. In all such instances, at the request of the member, chairmen/chairs and TPCs of the member's secondary department(s) shall be consulted regarding the matter under consideration and their written opinions or recommendations shall be placed in the member's file. This process will apply, *mutatis mutandis*, for all members in interdisciplinary programs that have been agreed to by the parties and that are listed in Appendix H, it being understood that members shall be appointed to a principal department/school. This list will be reviewed from time to time by the parties,

\*17.5.2.2 The term of appointment of an adjunct professor shall not exceed 36-sixty (60) months but there shall be no limit on the number of reappointments.

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 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(b), (c) and (d).
- (c) The appointment of a replacement librarian shall be for a period of not less than 3 and not more than 12 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 3 and not more than 12 months.

- (e) A replacement librarian shall be a member of the bargaining unit, unless excluded pursuant to the provisions of article 3 of this agreement.
- (f) A replacement librarian who applies for a preliminary appointment shall not have any preferential rights with respect to other applicants. If she is offered a regular position, the experience acquired as a replacement librarian shall be recognized as professional experience, and the experience thus acquired during the 12 months immediately preceding the preliminary appointment shall be deemed to be included in the portion of the preliminary appointment which exceeds 12 months.

Notwithstanding the above, when the replacement is for maternity or parental leave purposes or if an extension of a replacement is required because of maternity or parental leave, the replacement appointment continues until the effective date of return from the leave.

## ARTICLE 18 Continuing appointments, tenure, and promotion for librarians, language teachers, counsellors

18.1.2.1 A continuing appointment shall be granted to a librarian member when:

- (a) her performance, evaluated in accordance with the provisions of section 23.5, is satisfactory;
- (b) the specific conditions of the preliminary appointment, if any, are met.
- (c) She has completed a preliminary appointment of 36 months.

18.1.2.2 The performance of a librarian holding a preliminary appointment shall be evaluated twice annually during that appointment, it being understood that:

- (a) the first evaluation shall be carried out at the end of the first year during the first half of the preliminary appointment, but not before 4 or 8 months, depending on whether the appointment is for 12 or 24 months;
- (b) the second-third evaluation shall be carried out at least 63 months before the end of a preliminary appointment of 24-36 months, and at least 2 months before the end of a preliminary appointment of 12 months;
- (c) the evaluations shall be carried out in accordance with the provisions of 23.5.2 for the annual evaluation of performance;
- (d) following these 2-3 evaluations, the University Librarian shall solicit from the immediate supervisor and the LPC -- after informing them of the results of these evaluations and, if applicable, of the specific conditions of the member's preliminary appointment -- their recommendations as to the appropriateness:
  - (i) in the case of the first evaluation, of continuing or terminating the member's preliminary appointment;
  - (ii) in the case of the second-third evaluation, of granting or refusing a continuing appointment to the member or, where the preliminary appointment was for 12-36 months in accordance with 17.7.3.4(a), of extending the preliminary appointment by 6-12 months before making a final decision.

18.1.2.5 The decision to grant or to refuse continuing appointment to a member, following the second-third evaluation of performance during a preliminary appointment, shall be made by the Administrative Committee, it being understood that it:

- (a) shall give proper consideration to the recommendations of the LPC and the University Librarian;
- (b) shall make its decision and inform the member of it through the University Librarian, at the latest:
  - (i) 22-30 months following the commencement of the preliminary appointment of a librarian with less than 2 years of relevant professional experience prior to the temporary appointment;
  - (ii) 11 months following the commencement of the preliminary appointment of a librarian with more than 2 years of relevant professional experience prior to the temporary appointment.

Where the employer, for reasons other than those attributable to the member's own actions or the running of the disagreement process provided by the collective agreement, is not able to meet the deadlines specified in (b), discounting the number of days taken up by the disagreement process, the parties may agree to extend such deadlines it being understood, however, that the member's contract shall be extended by 20 working days beyond its termination date.

18.2.1 The ranking system is composed of five ranks: I, II, III, IV, and V. These are available on the basis of personal promotion, and the specific criteria are given below. These ranks are not linked to any position but recognize a librarian member's cumulative contributions to her activities named in 20.5.1 (Professional activities), 20.5.2 (Administrative activities), 20.5.3 (Scholarly activities), and 20.5.4 (Academic service activities). Promotion is achieved through the administrative stream or the research stream, depending on the librarian member. Only promotions to ranks IV and V involve distinct streams, as in 18.2.3 and 18.2.4 below.

~~The *administrative stream* assumes that the librarian gradually acquires a significant amount of administrative duties by attaining a major administrative position (as defined in 20.5.2.2). The *research stream* assumes that the librarian participates in scholarly and/or academic service activities (as defined in 20.5.3 and 20.5.4 respectively) in an increasingly significant manner. Both streams recognize the professional accomplishments of the librarian member. There is no obligation for a librarian to remain in one stream or the other for the duration of her career.~~

18.2.2.1 The rank of librarian I is appropriate for a position which requires that its incumbent:

- (a) ~~have has~~ a master's degree in Library Science (MLS) or training and experience deemed equivalent in accordance with 23.5.3, and
- (b) ~~be assigned solely to professional activities~~ has fewer than two (2) years of University Level Experience as per 23.4 (c).

18.2.2.2 A librarian I shall be promoted to rank II when she:

- (a) meets the conditions stated in 23.5.3.1;
- (b) ~~will have at least two (2) years of University Level Experience as per 23.4 (c) will have completed, by the time the promotion is to take effect, at least 1 year of service at the University of Ottawa since receiving a continuing appointment;~~
- (c) has evidenced professional activities which, when evaluated in accordance with the provisions of article 23.5.1.3, is deemed to be satisfactory ~~has given evidence, through the performance appraisals carried out in accordance with the provisions set forth in 23.5.2, of satisfactory performance in professional activities during the last 2 years of service with the employer.~~

18.2.2.3 A librarian ~~II~~ shall be promoted to rank III when ~~the following conditions have been met~~ she:-

- (a) ~~The member m~~Meets the requirements described in 23.5.3.1.
- (b) ~~The member w~~Will have acquired/completed, by the time the promotion is to take effect, at least four (4) years of experience at rank II.
- (c) Has evidenced professional activity which, when evaluated in accordance with the provisions of article 23.5.1.3, is deemed to be satisfactory by peers at the University of Ottawa ~~The member has given evidence, through the performance appraisals carried out in accordance with the provisions set forth in 23.5.2, of at least a satisfactory performance in professional activities during the last 4 years.~~
- (d) Has engaged in scholarly activities and academic service of sufficient quality and the significance of which is deemed to be satisfactory by peers at the University of Ottawa ~~The review — by the persons and committees called upon to consider the member's request for promotion — of the performance appraisals in the most recent 2 or 3 years of the 4 years under consideration shows that the member's performance in the majority of categories is "more than satisfactory" as defined in 23.5.1.4.~~
- (e) ~~Notwithstanding the above, the carrying out of specific scholarly activities evaluated as "satisfactory" as defined in 23.5.1.4, or the carrying out of academic service activities evaluated as "satisfactory" as defined in 23.5.1.4, may be considered if the member's record does not seem to meet the above requirement. It is understood that the scope of these activities should compensate for not having met the criteria in 18.2.2.3(d).~~

18.2.3 **Criteria for promotion ~~from rank III to~~ rank IV**

18.2.3.1 A librarian member shall be promoted ~~from rank III to~~ rank IV when ~~the conditions in either (a) or (b) below have been met~~ she:

- (a) Administrative stream meets the requirements described in 23.5.3;
- (b) will have completed, by the time the promotion is to take effect, at least four (4) years of experience at the rank of III;
- (c) has evidenced professional activity, which when evaluated in accordance with the provisions of article 23.5.1.3, is deemed to be good;
- (d) has engaged in academic service activities of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere, and either scholarly activities or administrative activities of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere, pursuant to 23.3.2.7, mutatis mutandis, with the FTPC being replaced by the LPC.
  - (i) ~~The member shall have acquired, at the time the promotion is to take effect, at least 3 years of experience at rank III.~~
  - (ii) ~~The review — by the persons and committees called upon to consider the member's request for promotion — of the performance appraisals in the most recent 2 years of the period under consideration shows that the member's performance in the majority of categories is "more than satisfactory" as defined in 23.5.1.4.~~
  - (iii) ~~The member has held some administrative activities (as defined in 20.5.2.1) for a minimum 3 year period and the overall performance of these activities has been evaluated as "more than satisfactory".~~
  - (iv) ~~The member has engaged in scholarly activities or academic service activities of sufficient quantity and the significance of which is deemed to be satisfactory by peers at the University of Ottawa.~~



~~(b) — Research stream~~

- ~~(i) — The member shall have acquired, at the time the promotion is to take effect, at least 6 years of experience at rank III.~~
- ~~(ii) — The review by the persons and committees called upon to consider the member's request for promotion of the performance appraisals in the most recent 5 years of the period under consideration shows that the member's performance in the majority of categories is "more than satisfactory" as defined in 23.5.1.4.~~
- ~~(iii) — The member has held some administrative activities (as defined in 20.5.2.1) for a minimum 5-year period and the overall performance of these duties has been evaluated as "satisfactory".~~
- ~~(iv) — The member has engaged in scholarly activities or academic service activities the quality of which is evaluated as more than satisfactory by her peers at the University of Ottawa and elsewhere, pursuant to 18.2.4.2.~~

18.2.4 Criteria for promotion ~~from rank IV to~~ rank V

18.2.4.1 A librarian member shall be promoted ~~from rank IV to~~ the rank of V when ~~the conditions in (a) or (b) below have been met, she:~~

~~(a) meets the requirements described in 23.5.3;~~

~~(b) will have attained the rank of IV and completed, by the time the promotion is to take effect, at least ten (10) years of University Level Experience;~~

~~(c) has evidenced professional activity, which when evaluated in accordance with the provisions of article 23.5.1.3, is deemed to be good;~~

~~(d) has evidenced two of the following three:~~

- ~~(i) scholarly activities of sufficient quantity and the significance of which is, pursuant to 23.5.1.4, deemed to be outstanding by her peers at the University of Ottawa and elsewhere, pursuant to 23.3.2.7, *mutatis mutandis*, with the FTPC being replaced by the LPC.~~
- ~~(ii) academic service activities of sufficient quantity and the significance of which is deemed to be outstanding, pursuant to 23.5.1.4 by peers at the University of Ottawa and elsewhere, pursuant to 23.3.2.7, *mutatis mutandis*, with the FTPC being replaced by the LPC.~~
- ~~(iii) administrative activities of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere pursuant to 23.3.2.7 *mutatis mutandis*, with the FTPC being replaced by the LPC.~~

~~(a) — Administrative stream~~

- ~~(i) — The member shall have acquired, at the time the promotion is to take effect, at least 5 years of experience at rank IV.~~
- ~~(ii) — The review by the persons and committees called upon to consider the member's request for promotion of the performance appraisals in the most recent 4 years of the period under consideration shows that the member's performance in the majority of categories is "more than satisfactory" as defined in 23.5.1.4.~~
- ~~(iii) — The member has held a major administrative position (as defined in 20.5.2.2) during the 5 preceding years and the performance of these duties has been evaluated as "more than satisfactory".~~
- ~~(iv) — The member has engaged in scholarly activities or academic service activities of sufficient quantity and the significance of which is deemed to be satisfactory by peers at the University of Ottawa.~~

~~(b) — Research stream~~

- ~~(i) — The member shall have acquired, at the time the promotion is to take effect, at least 8 years of experience at rank IV.~~
- ~~(ii) — The review by the persons and committees called upon to consider the member's request for promotion of the performance appraisals in the most recent 6 years of the period under consideration shows that the member's performance in the majority of categories is "more than satisfactory" as defined in 23.5.1.4.~~
- ~~(iii) — The member has held a major administrative position (as defined in 20.5.2.2) during the 5 most recent years since promotion to rank IV, and the performance of these duties has been evaluated as "more than satisfactory".~~
- ~~(iv) — The member has engaged in scholarly activities or academic service activities the quality of which is evaluated as more than satisfactory by her peers at the University of Ottawa and elsewhere, pursuant to 18.2.4.2, and pursuant to 23.3.2.7, *mutatis mutandis*, with the FTPC being replaced by the LPC.~~

\*18.2.4.2 Les procédures de 18.2.5 s'appliquent lorsqu'un bibliothécaire syndiqué demande une promotion à titre personnel. De plus,

- (a) le membre doit soumettre toute documentation pertinente conformément à 23.3.1 et, conformément aux dispositions de 23.3.2, une liste d'au moins 3 personnes qui sont susceptibles d'agir comme évaluateurs extérieurs ;

- ~~(b) l'opinion de 3 évaluateurs extérieurs est sollicitée au sujet des travaux savants soumis par le membre. Il est entendu que, dans le volet administration, les évaluateurs extérieurs proviennent normalement de la communauté de l'Université, mais qu'ils peuvent comprendre dans certains cas un évaluateur qui n'en fait pas partie ;~~
- (e) les dispositions de la section 25.4 concernant les évaluateurs extérieurs s'appliquent, *mutatis mutandis*.

## ARTICLE 20 Academic activities

20.3.1.1 Scholarly activities are those which contribute:

- (a) through research, to the advancement of knowledge in a discipline;
- (b) through artistic or literary creation, to the advancement of the arts and the letters;
- (c) through various professional activities, to the advancement of a profession;
- (d) through various professional activities.

To the advancement of the scholarship of teaching and learning. This can be done in the following ways, among others:

- Innovation in teaching and learning
- Creating and evaluating teaching and learning methods and materials
- Publishing articles in journals for the scholarship of teaching and learning
- Writing and reviewing textbooks and related teaching and learning material (animations, visualizations)
- Organizing and presenting at conference workshops
- Incorporating tools and strategies from workshops into teaching and learning
- Creating websites and online seminars related to the scholarship of teaching and learning
- Supervising and mentoring students doing projects, research projects, and coop projects
- Mentoring other teachers, at the university and high school levels

## Section 20.4 Academic service

Academic service activities include specific activities such as the following:

- (a) administrative activities such as chairing a department, or coordinating ~~undergraduate studies within a departmental~~ program of studies;
- (b) participating in the work of committees of a department, a faculty, or the university, or otherwise contributing to the effective operation of the University of Ottawa or one of its constituent parts;
- (c) contributing to the effective operation of the Association by serving as an officer of the Association or on its Board of Directors, or participating in the work of one of its committees or constituent parts;
- (d) contributing to the effective operation of AUCC, CAUT or OCUFA by serving on their governing bodies or participating in the work of their committees;
- (e) counselling or advising students;
- (f) serving as chair of a thesis committee at the University of Ottawa or thesis examiner or supervisor elsewhere;
- (g) refereeing submissions to scholarly publications;
- (h) editing scholarly publications;
- (i) contributing to the effective operation of learned or professional societies by serving on their governing bodies or participating in the work of their committees;
- (j) contributing to the effective operation of granting agencies or evaluation organizations, such as MRCCIHR, SSHRC, NSERC or OCGSOUCOA, as examiner or committee member;
- (k) contributing to community projects which are related to the role of the university.

\*20.5.1 **Professional activities** A librarian member's *professional activities* shall be those described in the member's job description, established in accordance with 22.3.2.4 together with the workload established annually in accordance with 23.5.2.1. The professional activities of a member may include, but are not limited to:

- (a) providing information services (reference interview, researching of relevant sources, sourcing citation styles, specific works and their methodology), and individual consultation (in-depth research, relevant formats);
- (b) ensuring collection development (developing and maintaining collection development policies, selecting and researching information sources for acquisition, making expert recommendations, negotiating and managing licenses, overseeing allocated budgets and making qualitative and quantitative evaluations of collections and their use to determine their relevance as well as to respond to the needs of OCGS, CARL or other organizations);
- (c) ensuring access to, and controlling of, the collections (metadata, original cataloguing, quality control of derived cataloguing, advanced searching, development and monitoring of internal standards and authority control);

- (d) teaching research methodology to the student community at all levels as well as the faculty community, developing training tools, course notes, in the member's areas of specialization;
- (e) preparing research tools (pathfinders, help guides) in various formats and bibliographic works in collaboration with professors; quality control of activities leading to the production of research tools or teaching tools;
- (f) representing the Library Network to departments, faculties, schools, programs and services of the University, other universities, and to vendors, according to the member's areas of specialization and promoting the activities of the Library Network;
- (g) providing orientation and training to new librarians and others, and as needed, ongoing training; developing training programs and related materials;
- (h) participating in professional activities outside the Library Network that are related to library and information science, such as contributing to the effective operation of CLA, OLA, ASTED, or similar organizations by serving on their governing bodies or participating in the work of their committees-;
- (i) providing research support to research teams at the University;
- (j) identifying, evaluating and implementing new and emerging technologies and services. These can include requirements and user experience analysis, systems projects coordination and development and maintenance of various systems (library systems, website, etc.), computer programming and web design;
- (k) development and application of instructional methods and activities that include but are not limited to teaching information literacy skills in class and online and devising appropriate assignments and corresponding evaluation criteria.

All other activities in which the member engages for the purpose of preparation or fulfilling each of the above activities or related, are considered professional activities.

\*20.5.2.1 A librarian member's *administrative activities* shall be those described in the member's job description established in accordance with 22.3.2, together with specific goals and objectives established annually in accordance with 23.5.2.1. These administrative activities ~~comprise include~~ the following: direction of a service, department or library; supervision of employees; management of activities, services or budgets ~~(this last point does not refer to spending allocated amounts in a discipline or group of disciplines);~~ coordination of a specific activity within a service or department, library, or the Library Network; responsibility for policies and procedures; chairing of a committee or similar entity, ~~and~~ management of a project; planning, developing and ensuring the implementation of the required infrastructures for the good functioning of the Library Network by evaluating and analyzing needs, performance, and problem solving as required.

## ARTICLE 22 Workload

\*22.1.2.2 Without limiting the generality of the principles stated in 22.1.1, and subject to other provisions of this agreement, the description sent by the dean to the member shall include:

- (a) a description of the member's *teaching assignment*, which comprises all scheduled and nonscheduled teaching duties assigned to her or which she has agreed to assume;
- (b) the description of the member's teaching assignment, shall include information relating to the factors of a member's actual teaching load as set out in section 22.2.1.4 (a);
- (c) a copy of the 1992-94 normal teaching load per member for that department or unit as established under 22.2.1.1. and set out in Appendix J of the collective agreement;
- ~~(bd)~~ reference to activities, which may be academic service or any other activities consistent with the member's role as a university professor, which require a significant portion of the member's time and an adjustment in some component(s) of the member's workload or some special arrangement between the member and the employer.

and shall be deemed to include the general description of the scholarly activities to which, according to her annual report, the member intends to devote a portion of her time during the academic year, it being understood that this does not prevent the dean from communicating with the member under 23.1.2.3.

\*22.1.2.3 Except as provided for in 22.1.1.6, activities comprised in 22.1.2.2~~(bd)~~ shall not be assigned to a faculty member unless:

- (a) the member agrees to accept the assignment and the arrangement in question; and
- (b) the assignment does not cause the member's overall workload to be significantly heavier than that of her colleagues in a relevant group of peers.

\*22.2.1.1 In each department, the *normal teaching load* per member ~~shall be~~ determined by the actual teaching loads in that department in the academic years 1992-1993 and 1993-1994, as per appendix J.

- ~~(a) The actual teaching loads referred to above shall be determined by each department or unit through a benchmarking process to begin immediately after ratification of the 2004-2008 collective agreement and to include consideration of the following factors:~~
- ~~(i) course credits assigned to members (based on courses reported under 22.2.1.7) and student contact hours (as defined in 22.2.1.3(a)) taking into account the type of course;~~
  - ~~(ii) supervision of students at the undergraduate and graduate levels, including responsibility for directed reading courses; this shall include the number of students, which, in the case of graduate students, refers to those registered during the time normally allowed to complete the degree under University standards;~~
  - ~~(iii) number of teaching assistants assigned to APUO members, calculated, if necessary, from the overall departmental budget for teaching assistance, discounting the portion of the budget allocated for APTPUO members;~~
  - ~~(iv) courses repeated during the same year.~~
- ~~(b) In calculating the teaching load per member in a department or unit, the number of members being used as the denominator shall be adjusted to take into account the following factors:~~
- ~~(i) course relief for administrative responsibilities, such as 22.2.1.4(a), including APUO president and liaison officer;~~
  - ~~(ii) academic leaves or other leaves;~~
  - ~~(iii) reductions under 22.2.1.4(b) and (d).~~
- ~~(c) The benchmarking process referred to in (a) shall be completed by 31 December 2006. The parties shall establish a joint task force (2 employer and 2 APUO representatives) to oversee and assist the data gathering process, review, coordinate and verify department and faculty data and supplement it with centrally available data, and clarify issues that may arise out of the process. The department, through the DTPC or, if none, a departmental committee established by the departmental assembly, shall validate the results of this process and derive the 1992-1994 benchmark teaching load using (a) and (b) above. In case of problems of interpretation or application of the information for the 1992-1994 years that cannot be resolved for a department with the assistance of the joint task force, the issue shall be referred to a panel of the FGC appointed by the parties for final determination.~~
- ~~(d) Each APUO representative on the task force shall be granted a teaching load reduction equivalent to 1 regular one term course per year, without affecting the number of reductions APUO is entitled to under 6.3.4.~~
- ~~(e) 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. 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 exercise. It is also understood that this exercise shall not be used to increase an individual member's teaching load.~~

Except pursuant to 22.2.1.78, the normal teaching load per member for a department shall not be increased during the period covered by this agreement. It is understood that 22.2.1.7-8 shall not be used to circumvent any reductions which result from 22.2.1.24(e) above.

\*22.2.1.2 (new) 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. 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.

\*22.2.1.23 The teaching load of a faculty member shall not differ substantially from the normal teaching load per member for her department except where

- (a) the member is notified pursuant to 22.1.2.4; and
- ~~(ab) such differences are justified by factors such as those in 22.2.1.34; or~~
- ~~(cb) such differences are justified by the extent of the members' respective involvement in nonscheduled teaching duties such as supervision of individual work or studies by undergraduate or graduate students, or responsibility for directed reading courses; or~~
- ~~(cd) such differences occur pursuant to 22.2.1.45 or 22.2.1.56.~~

\*22.2.1.34 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 expected 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.

\*22.2.1.45 A member's teaching load may be less than provided for in 22.2.1.23:

- (a) when such reduction is justified by academic service activities and the like included in the member's workload; or
- (b) where, subject to budgetary feasibility, such reduction is justified by the member's exceptionally heavy involvement in scholarly activities; or
- (c) where other circumstances exist which, in the dean's opinion, justify a relatively lighter teaching load for this member for the academic year in question.
- (d) so that a newly appointed junior member may balance the need for time to prepare new courses and to establish a research program, it being understood that, where this reduction is applicable, a reference to it, to its size, and to its duration will appear in the member's initial contract.

(i) ~~Where this 22.2.1.4(d)~~ applies, the member's initial contract will include mention of the following: "The normal teaching load in the **name of department or faculty** is ##. New junior **professors at the rank of** assistant professors **or less** in the **department/faculty** receive a reduction in teaching load of not less than ## for **period**. Reductions may be greater under certain circumstances. In your case, you will receive a reduction of ## for ~~the period~~."

\*22.2.1.56 A member's teaching load may be more than provided for in 22.2.1.2-3

- (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.

\*22.2.1.67 The provisions of 22.2.1.4-5 and 22.2.1.5-6 can only be applied with the agreement of the member and the dean. In the case of 22.2.1.5-6 the member shall not unreasonably refuse such agreement. Where the member and the dean agree to such an arrangement, the terms of the arrangement shall be explicitly recorded in the member's file and shall be taken into account in the course of any future evaluation of the member's performance.

\*22.2.1.78 Notwithstanding 22.2.1.1, the employer may modify the normal teaching load in a department provided that:

- (a) relevant indicators of actual teaching loads, when applied uniformly to all departments, show that the actual loads in that department are clearly different from the actual teaching loads in other departments with generally comparable teaching at all levels and all types or supervisory activities; and
- (b) the employer has, prior to implementing the modification, consulted the department concerned and consulted the Association.

\*22.2.1.89 **Teaching assistance:** The parties agree with the objective of maintaining class sizes and formats that are conducive to pedagogical soundness, and the employer agrees that members should be provided with sufficient teaching assistance. More particularly,

- (a) the ~~minimum~~-assignment of teaching assistants to members provided for under a teaching assistant allocation norm or policy in a department; shall be set according to 1992-1994 norms or policies as determined under the benchmarking process referred to in 22.2.1.1; it is understood that until the benchmarking exercise is completed, equity shall apply in the assignment of teaching assistants as between full time and part time professors in a unit; and
- (b) marking and grading assistance ~~shall be provided~~ on the following basis if requested by the member:
  - (i) a member teaching a course with written assignments and with examinations which are not computer marked shall be assigned at least 2.5 hours of marker/grader assistance for each credit value of the course, for each block of 5 students or portion thereof exceeding 45;- such assistance shall be provided from the time the enrolment number

exceeds 45 but may be adjusted to reflect the actual enrolment as of the first official enrolment reporting date after the commencement of the course;

- (ii) alternatively, if the equivalent marking/grading assistance is available through the allocation of teaching assistant time beyond that provided for under a teaching assistant allocation norm or policy in a department which, at a minimum, is as determined above under (a), and the member agrees, such marking/grading hours for the above-noted course may, instead, be provided by a teaching assistant qualified for the course.

\*22.2.1.910 The employer shall send to the Association, no later than 30 June, in addition to the data already mentioned in subsection 7.3.1, copies of the information sent to the members pursuant to 22.1.2.2(c) and 22.2.4.2 concerning teaching duties within their departments and, if the employer proposes to modify the normal teaching load per member in a department, any other data used by the employer to compare the teaching activities of the departments.

**\*22.2.6 (new) Disputes relating to an individual member's workload assignment**

22.2.6.1 When a disagreement exists concerning a member's workload assignment, the member shall inform the dean, within ten (10) days of receipt of the assignment, of the reasons for the disagreement.

22.2.6.2 The dean shall meet with the member within ten (10) days of receipt of the notice of the disagreement and provide, in writing, an analysis of the member's workload assignment as per 22.2.1.

22.2.6.3 Committee Mandate: Within ten (10) days of the dean's response, a Faculty Workload Review Committee (hereinafter "FWRC"), shall review and consider matters of dispute arising from the assignment of an individual member's workload as per article 22.2.1 of the collective agreement.

The committee shall:

(a) consider the analysis of the member's workload assignment provided by the dean under 22.2.6.2;

(b) consider the information communicated to the member pursuant 22.1.2;

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

(d) communicate the recommendation, in writing, to the dean within five (5) days of holding the vote.

22.2.6.4 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.

(c) Quorum shall consist of three (3) members and the FWRC chair, once she has been selected.

22.2.6.5 The dean may accept or reject the determination or the recommendation made by the FWRC.

22.2.6.6 The dean shall communicate her final decision to the member, in writing, within ten (10) days of receiving the FWRC recommendation. This final decision shall also include a copy of the recommendation communicated by the FWRC to the dean.

22.2.6.7 Matters of dispute arising from 22.2.6 shall follow the grievance and arbitration procedures pursuant to article 13, it being understood that the time limits under 13.4.1 shall commence from the member receiving or deemed to have received the decision of the dean as per 22.2.6.6.

## ARTICLE 23 Review and Evaluation

\*23.3.2.2 The evaluator shall be a person who:

(a) does not hold a regular appointment at the University of Ottawa;

(b) can be considered as one of the member's peers;

(c) is, or has professional status equivalent to that of, an associate or full professor in the case of an application for associate professor and that of full professor for an application for full professor;

(d) can be expected to give a fair and competent evaluation of some or all of the member's scholarly activities.

\*23.4.2.1 A member shall be deemed to have the equivalent of a doctorate if she has produced written scholarly works which have contributed in a significant manner to the advancement of knowledge in her discipline.

- (a) whose form makes peer evaluation possible.
- (b) which aim at being communicated in a form permitting peer evaluation, and
- (c) have contributed in a significant manner to the advancement of knowledge in her discipline.

- \*23.5.1.4 Any evaluation or review of the librarian member's performance of workload duties shall address each of the ~~3~~four (4) categories of activities identified in the librarians' performance appraisal form, it being understood that a member's duties in any one of those categories are determined by the job description for the position held by the member, subject to any modification thereof due to arrangements pursuant to 17.7.2.2, 21.2.2, 22.3.1.5, or 22.3.4. In each category, a member's performance:
- (a) shall be assessed as *satisfactory*, ~~more than satisfactory~~good, ~~less than satisfactory~~outstanding, *unsatisfactory*, or *not applicable*, it being understood that it shall be assessed as *satisfactory* when the performance of the member fulfills the requirements set forth for that category of activities, and whose performance is what would normally be expected of other librarians with similar qualifications and experience;
  - (b) shall be assessed as ~~more than satisfactory~~good when the performance of the librarian is higher than the standard for *satisfactory* indicated in (a) above;
  - (c) shall be assessed as outstanding when the performance of the librarian is higher than the standard for good indicated in (b) above. For the purposes of this article and any other relating to the performance and evaluation of librarians, outstanding is defined as peer recognition at the national or the international level of the member's contributions and impacts on the profession or the discipline;
  - (ed) shall be assessed as ~~less than~~un-satisfactory when the performance of the librarian is lower than the standard for *satisfactory* indicated in (a) above;
  - (de) shall be assessed as not applicable when the workload of a librarian member does not include a particular category of activity.

23.5.2.2 The performance appraisal shall be done, for the duration of this agreement, by means of a form which was approved by the parties in ~~2002~~2012. It is understood that the form may be revised from time to time with the consent of the parties. The member shall submit her report by 1 June.

23.5.2.4 The evaluation by the immediate supervisor shall indicate clearly whether-how the member's performance, with respect to each ~~heading on the form, is satisfactory, more than satisfactory, or less than satisfactory, or whether, considering the workload duties of the member, the heading is not applicable~~ of the four (4) categories of librarian activities defined in 20.5.1 (professional activities), 20.5.2 (administrative activities), 20.5.3 (scholarly activities) or 20.5.4 (academic service activities) has been assessed according to the levels of performance set out in 23.5.1.4.

## ARTICLE 24 Evaluation of teaching

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

\*24.1.1.3 In any such formal evaluation, the dean shall first solicit a report from the DTPC pursuant to 24.2.1.1. Subsequent actions are taken by the dean and FTPC, as set out in 24.2.1.3.

\*24.1.4 **Relevant period** Any formal evaluation of a member's teaching shall consider ~~performance~~ during a specified period. Except where otherwise specified by this agreement, the period to be considered shall be specified by the dean after consultation with the member. The specified period will be no less than:

- (a) a minimum of three (3) years, or
- (b) the entire time since the member's appointment at the University of Ottawa if fewer than three (3) years.

This consultation shall also take place before the report is requested from the DTPC under 24.2.1 and shall be part of the consultation under 39.3.2.2 or 39.3.3.1 when a formal warning or further discipline is being considered.

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

- (a) If the dean, after preliminary consultation with the FTPC and after subsequent consultation with the member, ~~and in consultation with the FTPC~~, has reason to believe that the member's teaching may be unsatisfactory, the dean shall initiate

- the *Direct Peer Review of Teaching* procedure. Such belief must be founded upon either a pattern of weak A-reports or other relevant preliminary indications of unsatisfactory teaching.
- (b) If the member or the dean has reason to believe that the member's teaching may be outstanding, the dean shall, subject to consent by the member, and in consultation with the FTPC, initiate the Direct Peer Review of Teaching procedure. Such belief must be founded upon a pattern of strong A-reports and other relevant preliminary indications of outstanding teaching.
  - (c) In the case where neither (a) nor (b) takes place, the dean and FTPC shall conclude that the member's teaching meets expectations and shall so state.
  - (d) The determination under (c) shall be communicated to the DTFC for the purposes of the recommendations required in the matter under consideration (without further comment on teaching by the DTFC or chair) and shall subsequently be included by the FTPC and dean in their recommendations.

\*24.2.3.5 TEs shall submit their reports to the dean no later than six (6) weeks after the selection of the Teaching Evaluators if the evaluation is being done immediately, or within four (4) weeks of the actual evaluation taking place.

## ARTICLE 25 Tenure and promotion for faculty members

\*25.1.6 The provisions of 25.1.5, 25.1.7, 25.3, and 25.4 shall apply to faculty members with written offers of employment dated after 11 April 2002. ~~Faculty members on staff as of, or with a written offer of employment dated on or before, 11 April 2002 shall apply for tenure pursuant to the terms of 18.1.3, 18.2, and 18.3 of the 1998-2001 collective agreement, reproduced at Appendix G, unless they have opted otherwise under section 3 of Appendix F.~~

\*25.1.7.1

- (a) A regular faculty member at the rank of assistant professor applies for promotion to associate professor which, if granted, automatically carries with it the granting of tenure. Such member cannot apply for tenure only. This shall apply, *mutatis mutandis*, to a research fellow who has been offered a regular appointment which would be in effect on the date when promotion/tenure would be granted. ~~A regular faculty member at the rank of either associate or full professor may apply for tenure independently. In either case, the member may apply only twice and subject to the provisions of 25.1.7.4, 25.1.7.5 and 25.1.7.6.~~
- (b) A regular faculty member at the rank of either associate or full professor may apply for tenure independently. In either case, the member may apply only twice and subject to the provisions of 25.1.7.4, 25.1.7.5 and 25.1.7.6. However, external evaluations as per 25.3.2.2(c) for an associate professor and a full professor as per article 25.3.3.2(c) iii would only occur if the Dean has concerns regarding the quality of the scholarly works after giving proper considerations to the recommendations of the FTPC and the DTFC.

~~\*25.2.4.2 The terms of 25.2.2 and 25.2.3 of the 1998-2001 collective agreement, as modified by the parties respecting 25.2.3.2(c)(iii) and reproduced at Appendix G, shall apply for promotion to associate or full professor to faculty members on staff as of, or with written offers of employment dated on or before 11 April 2002.~~

~~\*25.2.4.3 Notwithstanding 25.2.4.2,~~

- ~~(a) non-tenured assistant professors on staff as of, or with written offers of employment dated on or before, 11 April 2002, may apply under the terms of section 3 of Appendix F;~~
- ~~(b) tenured assistant professors on staff as of 11 April 2002 may opt for the criteria for promotion to associate professor and full professor under this article prior to the respective applications;~~
- ~~(c) tenured associate professors on staff as of, or associate professors with written offers of employment dated on or before, 11 April 2002 may opt for the criteria for promotion to full professor under 25.3.3.2(b) and (c) of this article prior to the application.~~

### 25.3.1 Professeur adjoint

La promotion au rang de professeur adjoint est accordée lorsqu'un membre :

- (a) détient un doctorat -- ou l'équivalent d'un doctorat, reconnu selon les dispositions de la sous-section 23.4.2 ;
- ~~(b) a fait preuve d'un enseignement qui, lorsqu'évalué conformément aux stipulations de l'article 24, est jugé satisfaisant aux exigences.~~

\*25.3.3.2 Promotion to the rank of full professor shall be granted when a member meets the following conditions.

- (a) The member holds a doctorate -- or the equivalent thereof, recognized pursuant to the provisions of subsection 23.4.2.
- (b) The member has evidenced teaching which, when evaluated in accordance with the provisions of article 24, is deemed to meet expectations. It is understood that, where the application is made in the second year of continuous appointment at the



University of Ottawa, the teaching record must be such that, at the University of Ottawa it meets expectations and there is sufficient teaching, including full-time post-Ph.D. (or equivalent of Ph.D.) university-level teaching at other institutions, to demonstrate a pattern of teaching of at least 3 years that meets expectations.

- (c) The member has produced a volume of scientific, literary, artistic, or professional works -- or a combination thereof -- which:
- (i) are, in accordance with the criteria set forth in 23.3.3.2, deemed of good quality;
  - (ii) have contributed, since the member's appointment or promotion to the rank of associate professor, continuously-regularly and significantly to the expansion of knowledge in the member's area of specialization, to literary or artistic creation, or to the advancement of a profession;
  - (iii) have had a significant and valuable impact on the field as recognized both at the University of Ottawa and elsewhere, it being understood that this recognition must be confirmed by at least 3 of the 4 outside evaluators chosen by the FTPC to assess the member's works.

This assessment shall be made following an overall evaluation of the member's scholarly works, carried out in accordance with the provisions of section 23.3, during which the opinion of 4 outside evaluators concerning (i), (ii), and (iii) above will have been obtained in accordance with 23.3.2.

- (d) The member has undertaken academic service activities which are, in accordance with 23.2.4.3(a), deemed of satisfactory quality.
- (e) The member will have accumulated, at the end of the calendar year in which the promotion takes effect, nine (9) years of regular university-level experience, or the equivalent thereof, determined pursuant to 23.4.1.1(b). An application for promotion should be made only when a member has produced a volume of scientific, literary, artistic or professional works -- or a combination thereof -- likely to satisfy the criteria in 25.3.3.2. Consequently, the nine-year (9) regular university-level experience criterion is regarded as a minimum; it may or may not be the optimal moment for a member to apply. No prejudice or penalty is attached to the decision of a member to accumulate more than nine (9) years of university-level experience before applying for promotion to Full Professor.

25.4.1 An application must be initiated by the faculty member and must be submitted to the dean as early as 1 July but no later than 1 September. The application must be accompanied by the following documentation:

- (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 application is assessed;
- (c) any relevant information regarding the member's participation in academic service activities;
- (d) for applications for tenure or for promotion to the rank of associate or full professor, a list of at least 3 persons outside the University who could be called upon to evaluate the member's works, it being understood that this list is to be provided in accordance with the provisions of subsection 23.3.2 of this agreement;
- (e) any other information that the member deems useful.

The DTPC and chair, and then the FTPC ~~and dean~~, will make recommendations to the Dean in accordance with 5.2. It is understood that the evaluation of teaching, pursuant to article 24 can be made concurrently, shall be completed prior to the request for these recommendations.

## ARTICLE 26 Academic leave

\*26.1.1 L'employeur maintient une politique de congé universitaire à l'intention des membres du corps enseignant, des conseillers et des professeurs de langue IV. Ce congé ~~constitue un privilège et~~ est considéré comme un investissement propre à accroître la qualité des programmes d'études et de la recherche à l'Université d'Ottawa en permettant à un membre qui y est admissible, conformément à 26.2 :

- (a) de consacrer plus de temps à des travaux savants comme, par exemple, la rédaction d'un livre, la réalisation de recherches ou d'autres travaux analogues ; ou
- (b) d'acquérir une expérience pertinente dans des domaines se rattachant à sa spécialisation, en vue de lui permettre de dispenser un enseignement plus complet et mieux adapté aux besoins de son département ou de l'unité à laquelle il est rattaché.

~~\*26.3.2.1 — Every year of credited service has a value of 12.5% of a year's nominal salary when applied to an academic leave.—~~

\*26.3.2.2<sup>1</sup> (a) *Academic half-leaves* may be taken at ~~75-80~~ or 100% of nominal salary, reducing the member's accumulated credited service by 3 or 4 years respectively.

- (b) *Full academic leaves* may be taken at 50, ~~62.5, 65, 75, 80, 87.5~~ or 100% of nominal salary, reducing the member's accumulated credited service by 4, 5, 6, 7 or 8 years respectively, except for a first academic leave for those hired at the rank of lecturer, assistant or associate professor. For a first academic leave, a full academic leave may be taken at 100% of nominal salary, reducing the member's accumulated service by 6, 7, or 8 years and without any credited service carried over for a subsequent leave.

<u>Years at uOttawa</u>	<u>Twelve (12) months</u>	<u>Six (6) months</u>	<u>Comments</u>
<u>First academic leave taken in the sixth (6<sup>th</sup>), seventh (7<sup>th</sup>) or eight (8<sup>th</sup>) years after hiring and obtaining tenure</u>	<u>100%</u>		<u>No carry-over of any credits for subsequent leave</u>
<u>Leave after 3 years</u>		<u>80%</u>	<u>3 years credited used</u>
<u>Leave after 4 years</u>	<u>50%</u>	<u>100%</u>	<u>4 years credited used</u>
<u>Leave after 5 years</u>	<u>65%</u>		<u>5 years credited used</u>
<u>Leave after 6 years</u>	<u>80%</u>		<u>6 years credited used</u>
<u>Leave after 7 years</u>	<u>90%</u>		<u>7 years credited used</u>
<u>Leave after 8 years</u>	<u>100%</u>		<u>8 years credited used</u>
<u>No accumulation of credits after eight (8) years if leave not taken, unless approved. The Dean can allow for two (2) years to be counted for administrative purposes.</u>			

- \*26.6.3 **Leaving the country** ~~In order that the employer may ensure~~ To secure uninterrupted insurance coverage, a member who will be outside of Canada during part or all of an academic leave must ~~notify the Human Resources Service in accordance with the provisions of~~ follow the steps outlined in 40.1.43.

- \*26.6.7 (new) Maternity or parental leave** A member on academic leave, who intends to request a maternity or parental leave that will start within the period of the current academic leave, can request a termination of the academic leave and a return to full duties. The academic leave shall be terminated providing that the return to full duties does not commence more than ten working days prior to the requested start of the maternity or parental leave, and that the member meets all residency requirements. The Dean shall inform the member of the effect, if any, of the termination of the academic leave on the number of years of credited service at the conclusion of the academic leave.

## ARTICLE 28 Vacation leave, holidays and absences

- \*28.2.1.5** Vacation during professional leave A member must take one (1) month of vacation leave during any twelve (12) month professional leave and 0.5 month of vacation leave during any six(6)-month professional leave.

- \*28.4.3 A member who is not on academic leave or other leave is required to be present on campus:

- when her presence is necessary for the performance of scheduled or teaching duties which are included in her workload pursuant to 22.1.2.2(a) or for the guidance of graduate students whose work she supervises; and
- for a reasonable number of regularly scheduled office hours pursuant to 21.1.3(b); and
- to assume a fair share of academic service activities required for the proper functioning of her academic unit and of the University of Ottawa;
- when her dean, ~~or~~ chair, or immediate supervisor gives her reasonable notice that, for good and valid reasons, her presence on campus is required.

## ARTICLE 29 Other leaves

- \*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.

- \*29.2.1.1 Maternity leave shall be for a period of up to 20-17 consecutive weeks. The period may commence as early as 17 weeks preceding the anticipated date of delivery and as late as the day of delivery, ~~and may not terminate before the sixth week following the day of delivery.~~ Subject to the provisions of this clause, the member shall decide when she will take a maternity leave.

- \*29.2.1.2 It is understood that, where:

- (a) medical considerations require that a member begin her maternity leave more than 17 weeks before expected delivery, or
- (b) delivery occurs later than expected,

the postnatal period of leave shall nonetheless be of at least 6 weeks' duration, with the possible effect of extending the member's leave beyond ~~20-17~~ weeks. The period of such extension of the leave shall be considered as arising from complications due to pregnancy and, as such, shall be governed by article 27 on sick leaves.

\*29.2.1.3 Remuneration during maternity 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 maternity leave shall be computed on the member's regular salary prior to such reduction.

- (a) The member shall receive 95% of her salary for the initial 10 working days of the leave.
- (b) ~~For up to a maximum of 15 weeks following the initial 10 working days mentioned in 29.2.1.3(a) above, From 2 weeks of maternity leave to 20 weeks,~~ the ~~employer~~ Employer shall pay the difference between
  - (i) 95% of the member's salary, and
  - (ii) the maximum level of employment insurance (EI) benefits available to any person whose salary corresponds to the member's salary.
- (c) If a member is required by law or government regulation to repay the Receiver General for Canada a portion of the EI benefits received by her during the period for which she received remuneration under (b) above due to an error on the part of the Employer, the employer will reimburse her, by means of a single lump sum payment, the amount that she is required to repay.

\*29.2.1.4 If a member ~~has reason to believe that she may~~ requires a maternity leave, she shall notify her chair and dean of the fact, in writing, during the term preceding the term in which the leave is expected to commence or, in the case of a librarian member, 2 months before the anticipated commencement of the leave.

\*29.2.1.5 The member shall, no later than 10 working days prior to the commencement of the maternity 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. ~~The dean shall promptly notify the Human Resources Service and the Human Resources Service shall contact the member and shall provide the member with any information or assistance which the member may require to claim EI maternity benefits. To qualify for the allowance as per 29.2.1.3(a) and (b), the member shall provide HR with evidence that she has applied for and will be in receipt of maternity leave benefits under the EI Act, including the amount of that benefit.~~

\*29.2.1.8 The following particular provisions apply to regular members without tenure, or librarian members on preliminary appointment.

- (a) A non-tenured regular faculty, counsellor or language teacher member may elect to have her limited-term appointment extended by 1 year for each maternity leave which she takes during the period of limited-term appointment. Every such extension postpones correspondingly the time when the member may apply for, and is eligible to be granted, tenure or a promotion. The period of limited-term appointment may not be extended in this manner by more than 2 years.
- (b) A librarian holding a preliminary appointment may elect to have her preliminary appointment extended by up to ~~6-twelve~~ (12) months for each maternity leave which she takes during the period of preliminary appointment. Every such extension postpones correspondingly the date on which the member may apply for, and is eligible to be granted, a continuing appointment or a promotion. The period of preliminary appointment may not be extended in this manner by more than ~~12-~~ twenty-four (24) months.

\*29.2.1.14 In the event of any non-renewal of appointment ~~or dismissal~~ of a regular member after her return from maternity leave, the employer undertakes that such cessation of employment shall not become effective until 18 weeks after her resumption of duties following the leave.

## 29.2.2 ~~Paternity leave~~ Other special leaves

~~\*29.2.2.1 A member eligible for any of the following special leaves shall return to the position that she held prior to the leave, with no loss of service for seniority purposes:~~

~~\*29.2.2.1 Any male member is entitled to paternity leave, as follows.~~

- ~~(a) Birth or adoption of a child: (a) A member shall be entitled to 2 days of leave during the 30 days following the birth of the child.~~

~~(b) During such paternity leave, the member shall receive 100% of the salary and benefits to which he would be entitled if he were not on leave. Pursuant to 29.2.3.1, a member shall be entitled to 2 days of paid leave during the 30 days following the birth or adoption of the child.~~

- ~~(i) A member shall inform her chair in writing of her intention to take such leave as soon as reasonably possible.~~
- ~~(ii) The leave provided by this subsection is distinct from the parental leave provided under 29.2.3.~~

(b) Personal emergency leave:

~~Personal emergency leave is unpaid time off work for up to ten (10) days per calendar year.~~

- ~~(i) This leave may be taken for personal illness, injury or medical emergency or for the death, illness, injury, medical emergency or urgent matter relating to:
  - ~~• spouse~~
  - ~~• a parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild or the member and their spouse~~
  - ~~• the spouse of a child~~
  - ~~• a brother or sister~~
  - ~~• a relative who is dependent on the member for care or assistance.~~~~
- ~~(ii) A member shall inform her chair in writing of such leave before it begins, or as soon as possible.~~

(c) Compassionate care leave:

~~A member shall be granted an unpaid compassionate care leave as prescribed under the Ontario Employment Standards Act.~~

~~\*29.2.2.2 A member shall inform his chair in writing of his intention to take such leave although the exact starting date need not be declared until after the child's birth.~~

~~\*29.2.2.3 The paternity leave provided by this subsection is distinct from the parental leave provided under 29.2.3.~~

- \*29.2.3.1 Any member may take a parental leave following:
- (i) the birth of a child, or
  - (ii) the coming of the child into the custody and care of the parent for the first time.

~~For the purposes of this section, *parent* includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.~~

~~\*29.2.3.3 Parental leave is available to both parents. For the purposes of this section, *parent* includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.~~

\*29.2.3.43 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 29.2.1.3.a) and b), the member shall provide HR with evidence that she has applied for and will be in receipt of parental leave benefits under the EI Act, including the amount of that benefit. The dean shall promptly notify the Human Resources Service and the Human Resources Service shall contact the member and shall provide the member with any information or assistance which the member may require to claim EI benefits.~~

\*29.2.3.65 If the parental leave is taken, remuneration shall be as follows.

- (a) The member shall receive 95% of regular salary for the initial 10 working days of the leave except when 29.2.3.6 applies and (b) below will be offered for 18 weeks.
- (b) For the period of up to ~~13~~ 16 weeks following the initial 10 working days mentioned in (a), and no later than 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) 95% of the member's regular salary, and
  - (ii) the maximum level of EI benefits available to any person whose salary corresponds to the member's salary.
- (c) For the balance of the parental leave, the leave shall be without pay.

(d) If a member is required by law or government regulation to repay the Receiver General for Canada a portion of the EI benefits received by her during the period for which she received remuneration under (b) above due to an error on the part of the Employer, the employer will reimburse her, by means of a single lump sum payment, the amount that she is required to repay.

\*29.2.3.76 If the parental leave is taken in a context of the parent on maternity leave~~other than an adoption~~, the following provisions apply.

~~(a) If the leave is taken by the mother, in the context of the birth of a child, it must begin when the maternity leave ends.~~

~~(b) Where, at the end of the maternity leave, the child has not yet come into the custody and care of a parent for the first time, the provisions of the Employment Standards Act of Ontario shall apply.~~

\*29.2.3.87 The benefits set out in 29.2.1.3 and 29.2.3.6 shall apply, *mutatis mutandis*, to any Ontario provincial program that replaces the federal EI program.

\*29.3.2 **Remuneration during leave** A member applying for a leave of absence under 29.3.1 (a), (b), or (e) may request, and the employer may grant, partial or full remuneration for the duration of the leave or any part thereof. Where remuneration is granted, ~~the employer's liaison officer~~Academic Affairs and Labour Relations shall advise the Association of all the terms of the leave, including the remuneration to be received by the member during the leave.

\*29.3.3 **Benefits** ~~While on leave of absence, a member may continue to participate in the employee benefits listed in 40.1.1. In order to participate, the member must, no later than 20 working days prior to the commencement of the leave, deliver written notice to the Human Resources Service, stating the programs in which the member will continue to participate during the leave and undertaking to pay the normal employee and employer contributions for insurance premiums and the pension plan. The contributions will be based on the member's nominal salary as it was at the beginning of the leave, adjusted, subject to relevant provisions of article 41, by any scale increases coming into effect during the leave. The employer's contributions will be determined in accordance with 40.1.1.5. Any period where the member so contributes to the pension plan counts as a period of full time service with the employer, subject to Canada Revenue Agency limits for such counting of service.~~

~~(a) While on leave of absence with pay under 29.3.1 a), b) or e), a member continues to participate in the employee benefits listed in 40.1.1.1 (except Workplace Safety and Insurance Act (WSIB) which is subject to its own regulations).~~

~~(b) When the leave of absence under 29.3.1 is without pay, a member may continue to participate in the employee benefits listed in 40.1.1.1 when permitted as per existing terms and conditions of the insurance contract (except for WSIB which is subject to its own regulations) for a maximum of twenty-four (24) months following the month in which the leave of absence commences by paying both employee and employer contributions for insurance premiums and the pension plan (considering the maximum limits for service accumulation in the plan).~~

~~(c) When an employee is on leave of absence with partial pay under 29.3.1 a), b) or e), a member continues to participate in the employee benefits listed in 40.1.1 with a coverage prorated on the basis of the paid portion of the regular salary during their leave. For the unpaid part of her regular salary prior to the commencement of the leave, the member can elect to continue the employee benefits listed in 40.1.1 when permitted as per existing terms and conditions of the insurance contract (except for WSIB which is subject to its own regulations) for up to a maximum of twenty-four (24) months following the month in which the leave of absence commences by paying both employee and employer contributions for insurance premiums and the pension plan (considering the maximum limits for service accumulation in the plan).~~

~~In order to continue participation, the member must, no later than twenty (20) working days prior to the commencement of the leave, deliver written notice to Human Resources of their intent to continue participation and payments through bank direct withdrawals. Contribution levels shall be based on regular salary prior to the commencement of the leave and remain the same for the whole duration of the leave.~~

## ARTICLE 31 Bibliothécaires – Special provisions: Librarians

31.2.1.2 **Length** Apart from exceptional cases, professional leave shall be for a period not exceeding twelve ~~11-12~~ consecutive months.

~~\*31.2.1.4 **Vacation** In accordance with 28.2.1.5, a professional leave shall include a vacation of either eleven (11) or twenty-two (22) working days, depending on whether the leave is a six (6) month or twelve (12) month leave.~~

## ARTICLE 36 Travel

\*36.3.1 ~~From 1 May 2001 and until renegotiated by the parties, the~~The amounts that may be claimed as travel expenses shall be as follows.

- (a) Transportation by private automobile: The reimbursement rates will be as established by the City of Ottawa. The rates set out by the Treasury Board of Canada will be used in determining the reimbursement rate for transportation by private automobile. These rates will be verified on 1 July of each year and modified accordingly.
- (b) Private accommodations: The reimbursement rate will be \$20.00 per night.
- (c) Living expenses - breakfast, lunch, dinner and incidental expenses or composite allowance: The reimbursement rates for daily living expenses will be as in the most recent Treasury Board policy on travel expenses.
- (d) Taxi: Vouchers are required for single trip charges over \$15.00.

For travel to the United States, the above amounts, other than the rate for transportation by private automobile, shall be understood to be in U.S. dollars.

\*36.3.2 The travel expense allowances (other than the amount for private accommodations and transportation by automobile) set out in 36.3.1 will be updated annually on 1 May/July.

## ARTICLE 39 Disciplinary measures

\*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, 39.3 or 39.4.

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

## ARTICLE 40 Benefits

### Increases to benefits:

Chiropractor, Naturopathy, Osteopathy:	Increase 300\$ to 400\$ per year
Massage Therapy:	Increase 300\$ to 400\$ per year
Physiotherapy, Speech Language Therapy:	Increase 300\$ to 400\$ per year
Podiatry:	Increase 300\$ to 400\$ per year

\*40.1.1.1 The employer agrees to provide to members, subject to the provisions of this article, the employee benefits listed below. In the case of members who continue to work after the normal retirement date, the benefit under 40.1.1.1(a) shall not be provided after that date, but all of the other benefits listed herein shall continue to be provided without age restriction in the same manner and under the same conditions as for all other members. The terms and conditions of the benefits listed below -- as they existed at the expiry of the preceding (2001-2004) collective agreement -- are set out in appendix A, or in the documents listed in appendix B, as the case may be.

- (a) Long-term disability benefits.
- (b) Basic group life insurance benefits.
- (c) Supplementary health insurance benefits.
- (d) University of Ottawa Pension Plan benefits.
- (e) Optional life insurance benefits.
- (f) Voluntary accident insurance benefits.
- (g) Workers' accident insurance benefits.
- (h) Dental insurance plan.
- (i) Extended Health Care: Generic drug equivalents will be dispensed when available unless otherwise prescribed by the treating physician.

The employer shall forward to the Association a copy of any document received at any time by the employer, or distributed to members by the employer, which serves to describe, clarify or modify any of the terms or conditions of any employee benefit plan.

~~\*40.1.3 Time spent outside the country In order that the employer may ensure uninterrupted insurance coverage, a member shall notify the Human Resources Service, in writing, if she plans to be absent from Canada for more than 30 consecutive days. The notice shall state the anticipated dates of departure and return, the reason for the absence, the countries to be visited, and the member's address during the absence, if available. The notice shall be delivered to the Human Resources Service no later than 10 working days prior to the anticipated date of departure. Notwithstanding the foregoing, no such notice shall be required in respect of any absence during a member's vacation leave.~~

~~\*40.1.3.1 In order that the employer may secure uninterrupted insurance coverage, the member shall inform Human Resources no less than twenty (20) days prior to departure when planning to be absent from Canada in circumstances in which either (a), (b) or (c) below apply.~~

~~(a) The member plans to be absent from Canada for more than six (6) months.~~

~~(b) The member's destination, regardless of length of stay, is a country or a country or high risk territory that is identified by a Canadian federal or provincial government department or agency as a dangerous where Canadians should either avoid non-essential travel, or avoid all travel. Human Resources shall provide on its website the links of destinations potentially subject to such concerns.~~

~~(c) The member's destination, regardless of length of stay, is considered a hazardous geographical territory. Members should consult with Human Resources in such a case.~~

~~The written notice will indicate the expected dates of departure and return, the reason for the absence, the countries and regions to be visited, and the member's address at the destinations during the absence, if available. If required, the Employer will provide a letter confirming the employment status of the member.~~

~~The member shall seek confirmation of out of country insurability coverage from the Ontario Health Insurance Plan (OHIP) according to the procedures in place at the time that the request is being made.~~

~~\*40.1.3.2 Upon receipt of the above notice, Human Resources shall:~~

~~(a) contact the insurance provider to seek insurability, which determination shall be at the insurer's sole discretion.;~~

~~(b) inform the Office of Risk Management when the destination(s) visited is a destination as described in 40.1.3.1(b) or (c);~~

~~(c) If insurance coverage cannot be secured and the member is so informed by the Human Resources or the Office of Risk Management but chooses to travel to a destination as described in 40.1.3.1, she shall be considered on annual leave without any assigned duties.~~

~~Notwithstanding the foregoing, no notice under 40.1.3 shall be required in respect of any absence during a member's vacation leave unless such vacation is being spent in a county listed under 40.1.3.1(b) or (c).~~

\*40.2.3.2 The following applies while a member is on total disability status.

(a) Disability payments shall be at the rate of ~~2/3 times~~sixty (60) percent of the member's reference salary.

(b) The member shall not receive any work-related compensation from the employer.

(c) The member's benefits provided pursuant to 40.1.1 shall be the same as if the member were not on disability status, but the member's contributions for such benefits shall be nil.

(d) A member is not entitled to sick leave while on total disability status.

~~\*40.2.3.3 When a member's total disability status is terminated and the member resumes all or part of her workload, compensation from the employer shall be on the basis of her nominal salary, determined in accordance with 40.2.2.3.~~

~~(a) When a member's total disability status is terminated and the member resumes all of her workload, compensation from the employer shall be on the basis of her nominal salary, determined in accordance with 40.2.2.3.~~

~~(b) When a member is determined to be on partial disability and the member resumes a percentage of her workload, compensation from the employer shall be on the basis of a corresponding percentage of her nominal salary, determined in accordance 40.2.2.3 and 41.1.1(c).~~

40.3.2.1 A member who is eligible to retire and to receive the benefit under subsection 40.3.1 may, instead of retiring in accordance with 40.3.1, opt for the transition to retirement benefit set out in this subsection. The overall value of the transition to retirement benefit shall be equal to the value of the severance benefit under subsection 40.3.1, as calculated at the effective start of the transition period chosen by the member. The value of the severance payment calculated under this paragraph 40.3.2.1 will be applied pursuant to paragraphs 40.3.2.6 and 40.3.2.7. The start of the transition period shall not be prior to the completion of her scheduled ~~teaching~~ duties ~~during in~~ a given term, it being understood that this applies to the terms ending on or about April 30, August 31 and December 31.

- \*40.6.2.9 Tuition support is a taxable benefit. ~~It is taxable in the hands of the member recipient, except if it can be used as a bursary by spouses/children/dependents, where it becomes taxable in the hands of the recipient. This latter possibility only exists for students registered at the University of Ottawa, in which case, the value is at 85% of the normally allocated amounts.~~
- \*40.9.4 ~~For each year, effective 1 May, the Employer will provide the amount specified under 40.9.1 in the member's PER fund account. Funds in this account will be used to reimburse a member for allowable expenditures, as defined in article 40.9.2, when the member provides a written request on the form provided, and attaches all original receipts. Notwithstanding the reimbursement nature of the PER fund account, a member may request that the Employer provide a PO number to the vendor, drawn from the PER fund account, for the purchase of allowable items or services where such items are only available or otherwise discounted for institutional purchase. For each calendar year each member shall file a written declaration with the employer, on forms prepared by the employer in consultation with the Association, stating she has incurred allowable expenditures up to the amount pursuant to 40.9.1 on behalf of the employer during the calendar year, and each member shall retain her receipts to satisfy Canada Revenue Agency in the event that the status of the payments is questioned. Failure to sign and return such a declaration by 30 November in each calendar year and/or failure to expend the full amount as set out in 40.9.1 will result in the reimbursement or portion thereof being deemed a taxable allowance for that calendar year.~~
- \*40.9.5 If expenses exceed the reimbursement limit, the outstanding amount may be carried forward for three (3) years, to the maximum reimbursement available. PER funds must be spent within three (3) years of their deposit date.

## ARTICLE 41 Compensation

### Adjustments and scales for 2011-2012

All members' nominal salaries shall be increased by the adjustments described in (a) below:

- (a) .an economic increase of 1.71%

Full PTR with indexation.

No changes to PER, HCSA, HCSAR.

## ANNEXE F \*Letters of understanding

### F.3 – ~~This page left blank intentionally~~ Regarding tenure applications

- ~~3.1 The application for tenure of a non-tenured faculty member at the rank of lecturer or assistant professor, who was on staff as of, or whose written offer of employment is dated before, 11 April 2002, shall be dealt with under Article 18 of the 1998-2001 collective agreement, unless otherwise requested by the member as set out herein.~~
- ~~3.2 Prior to or with the application for tenure, a member referred to in paragraph 1 above may request that her application be dealt with according to the promotion-tenure provisions of the 2001-2004 collective agreement. The dean shall not solicit such a request from a member who has not made any such enquiry.~~
- ~~3.3 Such a request shall be made in writing as set out in paragraph 6 below.~~
- ~~3.4 The completed request shall be submitted to the dean and shall be placed in the member's personal file. The employer shall forward a copy to the Association. Unless otherwise agreed to by the Association and employer, the written request pursuant to F3.3 is considered irrevocable following 10 working days after receipt by the Association.~~
- ~~3.5 The completed request shall be part of the documents reviewed by the chair, DTPC, dean, FTTC, and Joint Committee when the member's application for tenure is dealt with.~~
- ~~3.6 The form of the request shall set out the following:~~
- ~~Pursuant to the Letter of Understanding contained in section F.3 of the 2001-2004 collective agreement, I, \_\_\_\_\_, request that my application for tenure be dealt with under the promotion-tenure provisions of the 2001-2004 collective agreement. I understand that this request is irrevocable as set out in F.3 unless otherwise agreed to by the Association and employer.~~

## ANNEXE G ~~This page left blank intentionally~~\*Articles from the 1998-2001 collective agreement



## ~~applicable to criteria for tenure and promotion applications~~

### ~~18.1.3~~

~~\*18.1.3.1 The Joint Committee shall make a decision regarding a member's application for tenure no later than 15 December of the academic year at the end of which the member will have completed 6 years on a regular appointment at the University of Ottawa.~~

~~\*18.1.3.2 A member may apply for tenure during the fifth or sixth year of continuous employment at the University of Ottawa. However, where the employer has recognized, pursuant to 23.4.1, one or more years of university level experience for the member, the member may apply for tenure sooner than the fifth year at the University of Ottawa and the Joint Committee shall make a decision regarding the member's tenure no later than 15 December of the academic year in which the member applies for tenure, provided that:~~

~~(a) at the end of that academic year, the member will have 5 or more years of recognized university level experience; and~~

~~(b) the last 2 years of such experience are in fact years of appointment at the University of Ottawa, as a regular faculty member, visiting professor, or research fellow.~~

~~\*18.1.3.3 Decisions regarding tenure are made by the Joint Committee, according to the criteria and procedures set forth in this article. The Joint Committee shall decide:~~

~~(a) to grant tenure as of the beginning of the forthcoming academic year; or~~

~~(b) to refuse tenure, in which case the member's employment will terminate at the end of the current contract; or~~

~~(c) to defer the decision regarding the granting of tenure, in which case the provisions in 18.1.3.4 shall apply.~~

~~\*18.1.3.4 Where a decision is deferred by virtue of 18.1.3.3(c), the following provisions shall apply.~~

~~(a) Where the member applied for tenure during the first year of the second or third regular two year appointment at the University of Ottawa, the member may reapply in the second year of that appointment.~~

~~(b) Where the member applied for tenure during the second year of the initial or second regular two year appointment at the University of Ottawa, the member shall be offered a further two year appointment, and the member may reapply for tenure once, during the first or second year of that appointment.~~

~~(c) Where the member applied for tenure during the second year of the third regular two year appointment at the University of Ottawa, the member shall be offered a further one year appointment, and the member may reapply for tenure during that appointment.~~

~~(d) Where a member reapplies for tenure pursuant to (a), (b), or (c) above, the Joint Committee may grant or refuse tenure. The decision regarding the granting of tenure may not be deferred more than once unless the parties agree otherwise.~~

~~(e) A member wishing to be reconsidered for tenure must submit a new application.~~

## ~~SECTION 18.2 CONDITIONS FOR TENURE~~

~~\*18.2.1 Tenure shall be granted to a faculty member who meets the following conditions.~~

~~(a) At the time of application for tenure, the member must be a regular member of the academic staff, or a research fellow who has been offered a regular appointment which would be in effect on the date when tenure would be granted.~~

~~(b) The member must, on the date on which tenure is to be granted, hold a doctorate or have the equivalent of a doctorate recognized pursuant to 23.4.2.~~

~~(c) The member must have acquired, by the date on which tenure is to be granted, at least 5 years of university level experience, or the equivalent determined pursuant to 23.4.1, of which the last 2 must be years at the University of Ottawa, as a regular faculty member, visiting professor, or research fellow.~~

~~(d) The member must have maintained her qualifications in the areas of her discipline for which she was initially appointed, and in which the teaching program of her department continues to require her participation.~~

~~(e) The member's teaching, when evaluated in accordance with article 24, must meet expectations.~~

~~(f) There must be visible evidence of the member's scholarly activities, the results of which are available in one or more of the forms described in 23.3.1, and evidence of dissemination of some of the results to the academic, professional, or artistic community, and these results must be:~~

~~(i) satisfactory, when evaluated pursuant to sections 23.2 and 23.3;~~

~~(ii) subject to 18.2.2, additional to those involved in the preparation and writing of her doctoral dissertation, or to the works on the basis of which she was granted the equivalent of a doctorate.~~

~~It is understood that since methods of dissemination may vary among disciplines and individuals, this clause shall not be read to limit the meaning of dissemination to publication in refereed journals or any other particular form or method.~~

~~(g) The member's academic service activities and the extent of participation in such activities, assessed in accordance with 23.2.4.3(a), must be satisfactory.~~

~~(h) The member must have met the requirements regarding the level of proficiency in French and English which were stated in the letter of initial regular appointment. The member's proficiency in French and English shall be assessed in accordance with the provisions of article 11.~~

~~18.2.2 Notwithstanding 18.2.1(f)(ii) above, activities carried out in relation to the dissertation, or work used to establish the equivalent of a doctorate, shall be taken into consideration at the same time as the additional activity, provided that the former were undertaken during a substantial part of the period during which the member held a regular appointment at the University of Ottawa, and were undertaken with the consent of the member's dean.~~

~~18.2.3 For the evaluation of a member's performance with respect to the criteria set out in this section, teaching of outstanding quality, when accompanied by satisfactory performance in the area of academic service, may compensate for a weaker performance in the area of scholarly activities.~~

### **SECTION 18.3 PROCEDURES**

~~18.3.1 A member of the academic staff who wishes to be granted tenure must submit an application to that effect to her dean no later than 1 September. The application must include the following documentation:~~

~~(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, that the member wishes to have considered when the application for tenure is examined;~~

~~(c) any relevant information regarding the member's participation in academic service activities;~~

~~(d) any other information that the member deems useful.~~

~~The DTPC and chair, and then the FTPC and dean, will make recommendations in accordance with 5.2. It is understood that the evaluation of teaching, pursuant to article 24, shall be completed prior to the request for these recommendations.~~

~~\*18.3.2 For the purposes of peer review of scholarly activities, there shall be no recourse to outside evaluators except where the dean or the FTPC finds that such recourse is essential for a proper assessment of the applicant's scholarly activities. The choice of outside evaluators, if any, shall be made in accordance with 23.3.2.~~

~~18.3.3 Where the FTPC recommends that the decision on the granting of tenure be deferred, it shall specify the conditions the member should satisfy in order to meet the requirements for tenure when the FTPC reconsiders the file in relation to a final decision.~~

~~\*18.3.4 In the case of a deferred decision, the Joint Committee shall state its reason(s) therefor and shall specify the conditions the member should satisfy in order to meet the requirements of subsection 18.2.1 when the Joint Committee reassesses her file one last time for the purpose of granting or refusing tenure.~~

~~\*18.3.5 The dean shall, in writing and no later than 15 December, advise the member of the Joint Committee's decision.~~

~~Where the member applies for tenure during the sixth year under 18.1.3.2, and the employer is not able to meet the 15-December deadline, the parties may agree to extend such deadline, it being understood, however, that in such case:~~

~~(a) If the decision of the Joint Committee is to deny a member tenure, and that decision is not communicated to the member on or before 31 January following the date the tenure application was made, and the delay is not attributable to the member's actions, then the member's contract shall be extended by a period of 6 months beyond its termination date.~~

~~(b) If the decision of the Joint Committee is to deny tenure, and the delay is attributable to the running of the disagreement process provided by the collective agreement, and if the date the decision is communicated to the member minus the number of days taken up by the disagreement process still is beyond 31 January following the date the tenure application was made, then the member's contract shall be extended by a period of 6 months beyond its termination date.~~

## ~~25.2.2 Associate professor~~

~~25.2.2.1 The parties recognize the rank of associate professor as a senior rank, confirming that its holder has displayed all the qualities required in a university context in regard to teaching and scholarly activities.~~

~~25.2.2.2 Promotion to the rank of associate professor shall be granted when a member meets the following conditions:~~

~~(a) The member holds a doctorate or the equivalent thereof, recognized pursuant to the provisions of subsection 23.4.2.~~

~~(b) The member has evidenced teaching which, when evaluated in accordance with the provisions of article 24, is deemed to meet expectations.~~

~~(c) The member has produced scientific, literary, artistic, or professional works or a combination thereof which are, in accordance with the criteria set forth in 23.3.3.2, deemed of good quality. This assessment shall be made following an overall evaluation of the member's scholarly works, carried out in accordance with the provisions of section 23.3, during which the opinion of 3 outside evaluators will have been obtained, in accordance with 23.3.2.~~

~~(d) The member has undertaken academic service activities which are, in accordance with 23.2.4.3(a), deemed of satisfactory quality.~~

~~(e) The member will have accumulated, at the end of the calendar year in which her promotion takes effect, at least 5 years of university level experience, or the equivalent thereof, it being understood that the relevance of experience prior to appointment at the University of Ottawa shall be evaluated in accordance with the provisions of subsection 23.4.1 of this agreement.~~

~~25.2.2.3 In the evaluation of a member's performance in terms of the criteria set forth in 25.2.2.2(b) and (c) above, teaching of outstanding quality can compensate for performance in scientific, literary, artistic, or professional works which is deemed merely satisfactory.~~

## ~~25.2.3 Full professor~~

~~25.2.3.1 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.~~

~~25.2.3.2 Promotion to the rank of full professor shall be granted when a member meets the following conditions:~~

~~(a) The member holds a doctorate or the equivalent thereof, recognized pursuant to the provisions of subsection 23.4.2.~~

~~(b) The member has evidenced teaching which, when evaluated in accordance with the provisions of article 24, is deemed to meet expectations.~~

~~(c) The member has produced scientific, literary, artistic, or professional works or a combination thereof which:~~

~~(i) are, in accordance with the criteria set forth in 23.3.3.2, deemed of good quality;~~

~~(ii) have contributed, since the member's appointment or promotion to the rank of associate professor, continuously and significantly to the expansion of knowledge in the member's area of specialization, to literary or artistic creation, or to the advancement of a profession;~~

~~(iii) have had a significant and valuable impact on the field as recognized both at the University of Ottawa and elsewhere, it being understood that this recognition must be confirmed by at least 3 of the 4 outside evaluators chosen by the FTPC to assess the member's works.~~

~~This assessment shall be made following an overall evaluation of the member's scholarly works, carried out in accordance with the provisions of section 23.3, during which the opinion of 4 outside evaluators concerning (i), (ii), and (iii) above will have been obtained in accordance with 23.3.2.~~

~~(d) The member has undertaken academic service activities which are, in accordance with 23.2.4.3(a), deemed of satisfactory quality.~~

~~(e) The member will have accumulated, at the end of the calendar year in which the promotion takes effect, 10 years of university level experience, or the equivalent thereof, it being understood that the relevance of experience prior to appointment at the University of Ottawa shall be evaluated in accordance with the provisions of subsection 23.4.1 of this agreement.~~

~~25.2.3.3 Promotion to the rank of full professor shall be granted to a member who, instead of complying with the conditions set forth in 25.2.3.2, meets the following requirements:~~

~~(a) The member has, since promotion or appointment to the rank of associate professor, produced scientific, literary, artistic, or professional works which satisfy the criteria in paragraphs (i) and (ii) of 25.2.3.2(c).~~

~~(b) The member has taught over a wide range of levels and her teaching, when assessed in accordance with article 24, is found to be outstanding.~~

~~(c) The member's workload has included, in the period since promotion to associate professor, teaching activities or academic service activities—or a combination thereof—significantly in excess of the norm.~~

~~(d) The member meets the other conditions for promotion to the rank of full professor listed in clauses 25.2.3.2(a), (d) and (e).~~

**ANNEXE J - 1992-94 normal teaching load**

Facultés et départements Faculties and departments	Années Years	# de professeurs # of professors	Nombre équivalent à temps plein (ÉTP) Number of full-time equivalent (FTE)	Nombre de membre de FESP Number of members of the FGPS	Charge moyenne d'enseignement (crédits) Average teaching load (credits)				Moyenne des heures-contact étudiants Average of student contact		Supervision moyenne d'étudiants Average student supervision			
					Réduction / professeur * Reduction / professor *	Surcharge / professeur Overload professor	1er cycle / ÉTP ** Undergrad. / FTE **	Études sup. / ÉTP *** Graduate / FTE ***	1er cycle / ÉTP Undergrad. / FTE	Études sup. / ÉTP Graduate / FTE	Études supérieures Graduate Studies		Thèse / membre FESP Thesis / member of the FGPS	Mémoire / ÉTP Memoire / FTE
											1er cycle / ÉTP Undergrad. / FTE			
<b>ARTS</b>														
<i>Arts Visuels</i>	92-93	12	8.7	0	2.1	0	27.5	0	5538	0	0	0	0	
	93-94	12	8.5	0	2.1	0	27.4	0	5856.1	0	0	0	0	
<i>Communication</i>	92-93	11	9.3	0	1.4	0.5	18	0	7943.5	0	0	0	0	
	93-94	11	9.3	0	1.6	0.3	18	0	9773.7	0	0	0	0	
<i>English</i>	92-93	28	22.4	23	1	0.1	13.5	1.5	5660.2	158.4	0	0.9	0	
	93-94	29	21.2	23	1.4	0	13.3	1.7	5195.1	206	0	1.2	0	
<i>Études anciennes</i>	92-93	11	8.3	10	1.1	0.5	15.9	1.8	5948.7	89.3	1.1	2.1	0	
	93-94	11	8.1	10	1.6	0.3	16.3	1.1	5373.3	48.1	1.1	2.1	0	
<i>Géographie</i>	92-93	15	11.9	14	1.6	0.2	12.1	3	4293.3	203.2	0	3.3	0.1	
	93-94	17	12.6	16	2.1	0	12.9	2.3	5352.9	96.7	0	3.3	0.8	
<i>Histoire</i>	92-93	23	17.4	18	2	0.1	13.8	1.4	7129.8	136.7	0	2	0.2	
	93-94	21	16.6	16	2.3	0	12.7	2.5	6289.3	202	0	2.9	0.2	
<i>Langues secondes</i>	92-93	23	17.4	18	2	0.1	13.8	1.4	7129.8	136.7	0	2	0.2	
	93-94	21	16.6	16	2.3	0	12.7	2.5	6289.3	202	0	2.9	0.2	
<i>Langues et littératures modernes</i>	92-93	14	11.1	11	1.9	0	14.9	3	3153.7	288.3	1.5	1.4	0	
	93-94	14	9.8	11	2.5	0	15.6	2.5	3696.1	327.5	3.4	1.7	0.2	
<i>Lettres</i>	92-93	31	20.7	24	2.9	0	16.1	1.6	4971.6	146.7	0	2.1	0	

<i>françaises</i>													
	<u>93-94</u>	<u>31</u>	<u>21.1</u>	<u>24</u>	<u>3.3</u>	<u>0</u>	<u>13.5</u>	<u>1.1</u>	<u>5109.6</u>	<u>127.2</u>	<u>0</u>	<u>2.6</u>	<u>0.1</u>
<i>Linguistique</i>	<u>92-93</u>	<u>14</u>	<u>9.5</u>	<u>14</u>	<u>2.8</u>	<u>0</u>	<u>8.5</u>	<u>3.5</u>	<u>4638.9</u>	<u>328.4</u>	<u>2.4</u>	<u>1.8</u>	<u>0</u>
	<u>93-94</u>	<u>14</u>	<u>10</u>	<u>13</u>	<u>1.3</u>	<u>0</u>	<u>8.7</u>	<u>3.3</u>	<u>5011.5</u>	<u>327.6</u>	<u>1.8</u>	<u>1.8</u>	<u>0</u>
<i>Musique</i>	<u>92-93</u>	<u>16</u>	<u>9.7</u>	<u>5</u>	<u>2.3</u>	<u>0</u>	<u>15.4</u>	<u>0.9</u>	<u>4259.4</u>	<u>60.6</u>	<u>0</u>	<u>3</u>	<u>0</u>
	<u>93-94</u>	<u>18</u>	<u>13</u>	<u>5</u>	<u>2.3</u>	<u>0</u>	<u>16.5</u>	<u>1.2</u>	<u>5025.5</u>	<u>54</u>	<u>0</u>	<u>2.8</u>	<u>0</u>
<i>Philosophie</i>	<u>92-93</u>	<u>26</u>	<u>19.7</u>	<u>18</u>	<u>1.6</u>	<u>0.1</u>	<u>11.4</u>	<u>4</u>	<u>6421.2</u>	<u>422.9</u>	<u>0</u>	<u>2.6</u>	<u>0.2</u>
	<u>93-94</u>	<u>24</u>	<u>20.7</u>	<u>16</u>	<u>1.4</u>	<u>0</u>	<u>11.3</u>	<u>4.1</u>	<u>5767.2</u>	<u>624.5</u>	<u>0</u>	<u>2.5</u>	<u>0</u>
<i>Science des religions</i>	<u>92-93</u>	<u>11</u>	<u>7.8</u>	<u>11</u>	<u>2.5</u>	<u>0</u>	<u>12.3</u>	<u>2.7</u>	<u>7620</u>	<u>235</u>	<u>0</u>	<u>3.7</u>	<u>0</u>
	<u>93-94</u>	<u>11</u>	<u>7.6</u>	<u>11</u>	<u>1.9</u>	<u>0</u>	<u>11.8</u>	<u>3.2</u>	<u>7220.1</u>	<u>230.9</u>	<u>0</u>	<u>3.6</u>	<u>0</u>
<i>Théâtre</i>	<u>92-93</u>	<u>7</u>	<u>4.7</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>20.7</u>	<u>0</u>	<u>4128</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>93-94</u>	<u>7</u>	<u>4.6</u>	<u>1</u>	<u>0.8</u>	<u>0</u>	<u>17.5</u>	<u>0</u>	<u>4132.1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<i>Traduction</i>	<u>92-93</u>	<u>11</u>	<u>6.3</u>	<u>7</u>	<u>3.3</u>	<u>0.3</u>	<u>10.9</u>	<u>7.1</u>	<u>4011.9</u>	<u>757.4</u>	<u>0</u>	<u>1.4</u>	<u>0.8</u>
	<u>93-94</u>	<u>11</u>	<u>6.3</u>	<u>7</u>	<u>3</u>	<u>0</u>	<u>10.9</u>	<u>6.6</u>	<u>3836.4</u>	<u>782.1</u>	<u>0</u>	<u>1.9</u>	<u>0.8</u>
<b>LAW</b>													
<i>Common Law</i>	<u>92-93</u>	<u>34</u>	<u>21.8</u>	<u>13</u>	<u>0.9</u>	<u>0.1</u>	<u>12</u>	<u>0</u>	<u>4935.4</u>	<u>0</u>	<u>0.5</u>	<u>1.5</u>	<u>0</u>
	<u>93-94</u>	<u>35</u>	<u>22.2</u>	<u>14</u>	<u>0.9</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>4901.4</u>	<u>0</u>	<u>0.1</u>	<u>1.4</u>	<u>0</u>
<i>Droit civil</i>	<u>92-93</u>	<u>29</u>	<u>21.8</u>	<u>18</u>	<u>1.4</u>	<u>0</u>	<u>11.5</u>	<u>0.5</u>	<u>6866</u>	<u>35.8</u>	<u>0.1</u>	<u>2.1</u>	<u>0.6</u>
	<u>93-94</u>	<u>29</u>	<u>21</u>	<u>19</u>	<u>1.7</u>	<u>0</u>	<u>11.7</u>	<u>0.3</u>	<u>7114.6</u>	<u>29.7</u>	<u>0</u>	<u>2.2</u>	<u>0.9</u>
<b>EDUCATION</b>													
	<u>92-93</u>	<u>70</u>	<u>59.2</u>	<u>22</u>	<u>0.7</u>	<u>0.2</u>	<u>8.5</u>	<u>8.9</u>	<u>2581.9</u>	<u>1417.4</u>	<u>0</u>	<u>3.4</u>	<u>0</u>
	<u>93-94</u>	<u>62</u>	<u>54</u>	<u>25</u>	<u>0.6</u>	<u>0</u>	<u>8.6</u>	<u>10.5</u>	<u>2260</u>	<u>1411.3</u>	<u>0</u>	<u>3.4</u>	<u>0</u>
<b>GÉNIE / ENGINEERING</b>													
<i>Génie chimique</i>	<u>92-93</u>	<u>13</u>	<u>9.5</u>	<u>13</u>	<u>2.1</u>	<u>0</u>	<u>11.1</u>	<u>1.6</u>	<u>4618.4</u>	<u>225.8</u>	<u>0.6</u>	<u>2.8</u>	<u>0.2</u>
	<u>93-94</u>	<u>13</u>	<u>10</u>	<u>13</u>	<u>1.2</u>	<u>0</u>	<u>10.2</u>	<u>2.1</u>	<u>4365.4</u>	<u>276.9</u>	<u>0.7</u>	<u>3.8</u>	<u>0.1</u>
<i>Génie civil</i>	<u>92-93</u>	<u>15</u>	<u>11.2</u>	<u>15</u>	<u>0.6</u>	<u>0</u>	<u>8.9</u>	<u>4</u>	<u>4710</u>	<u>502.7</u>	<u>0</u>	<u>3.4</u>	<u>1.3</u>
	<u>93-94</u>	<u>15</u>	<u>12.7</u>	<u>15</u>	<u>0.4</u>	<u>0</u>	<u>8.6</u>	<u>4.2</u>	<u>4422</u>	<u>700.5</u>	<u>0</u>	<u>3.2</u>	<u>1.2</u>
<i>Génie électrique</i>	<u>92-93</u>	<u>19</u>	<u>14.2</u>	<u>17</u>	<u>1.8</u>	<u>0.2</u>	<u>11.2</u>	<u>4</u>	<u>5104.2</u>	<u>777.3</u>	<u>0.1</u>	<u>6.1</u>	<u>0</u>
	<u>93-94</u>	<u>20</u>	<u>15.5</u>	<u>17</u>	<u>1.4</u>	<u>0.2</u>	<u>10.3</u>	<u>4.3</u>	<u>4955.1</u>	<u>712.1</u>	<u>0.1</u>	<u>6.4</u>	<u>0</u>

<u>Génie mécanique</u>	<u>92-93</u>	<u>16</u>	<u>11.7</u>	<u>16</u>	<u>1.3</u>	<u>0.4</u>	<u>9.5</u>	<u>2.6</u>	<u>4934.5</u>	<u>487.9</u>	<u>0.4</u>	<u>4.6</u>	<u>0.3</u>
	<u>93-94</u>	<u>16</u>	<u>11.2</u>	<u>16</u>	<u>1.3</u>	<u>0.2</u>	<u>8.7</u>	<u>3.5</u>	<u>4558.7</u>	<u>568.5</u>	<u>0.4</u>	<u>4.5</u>	<u>0.3</u>
<b>GESTION</b>													
<u>École de gestion</u>	<u>92-93</u>	<u>65</u>	<u>44.4</u>	<u>36</u>	<u>2</u>	<u>0.1</u>	<u>7.5</u>	<u>6.5</u>	<u>4912.9</u>	<u>2209</u>	<u>0.1</u>	<u>0.2</u>	<u>2.7</u>
	<u>93-94</u>	<u>66</u>	<u>44.7</u>	<u>35</u>	<u>1.9</u>	<u>0</u>	<u>8.3</u>	<u>6.5</u>	<u>5260.4</u>	<u>2020.9</u>	<u>0.1</u>	<u>0.3</u>	<u>3</u>
<b>SCIENCES</b>													
<u>Biologie</u>	<u>92-93</u>	<u>22</u>	<u>19.2</u>	<u>22</u>	<u>0</u>	<u>0</u>	<u>8.6</u>	<u>1.3</u>	<u>5998.7</u>	<u>209.6</u>	<u>2.3</u>	<u>2.2</u>	<u>0.9</u>
	<u>93-94</u>	<u>22</u>	<u>20.4</u>	<u>22</u>	<u>0</u>	<u>0</u>	<u>7.5</u>	<u>0.6</u>	<u>6140.5</u>	<u>75.4</u>	<u>2.2</u>	<u>2.1</u>	<u>1.1</u>
<u>Chimie</u>	<u>92-93</u>	<u>19</u>	<u>15.4</u>	<u>19</u>	<u>1.7</u>	<u>0</u>	<u>8.8</u>	<u>1.1</u>	<u>9548.3</u>	<u>194.6</u>	<u>0.7</u>	<u>3.4</u>	<u>0</u>
	<u>93-94</u>	<u>19</u>	<u>14.8</u>	<u>19</u>	<u>2.1</u>	<u>0</u>	<u>9.1</u>	<u>0.8</u>	<u>9104</u>	<u>146.1</u>	<u>0.8</u>	<u>3.2</u>	<u>0</u>
<u>Mathématiques</u>	<u>92-93</u>	<u>28</u>	<u>21.3</u>	<u>20</u>	<u>1.6</u>	<u>0</u>	<u>12.1</u>	<u>1.3</u>	<u>8806.2</u>	<u>102.4</u>	<u>1.5</u>	<u>1.6</u>	<u>0</u>
	<u>93-94</u>	<u>30</u>	<u>24.6</u>	<u>21</u>	<u>1.6</u>	<u>0</u>	<u>11.7</u>	<u>1.5</u>	<u>9689.2</u>	<u>139.6</u>	<u>1.4</u>	<u>1.6</u>	<u>0</u>
<u>Physiques</u>	<u>92-93</u>	<u>17</u>	<u>14</u>	<u>17</u>	<u>1.2</u>	<u>0</u>	<u>11.9</u>	<u>0.9</u>	<u>6309.1</u>	<u>111.2</u>	<u>0.5</u>	<u>1.7</u>	<u>0</u>
	<u>93-94</u>	<u>17</u>	<u>14.1</u>	<u>17</u>	<u>0.7</u>	<u>0</u>	<u>10.8</u>	<u>1.1</u>	<u>5481.8</u>	<u>63.7</u>	<u>0.2</u>	<u>1.9</u>	<u>0</u>
<u>Sciences de la terre</u>	<u>92-93</u>	<u>13</u>	<u>9</u>	<u>13</u>	<u>2.5</u>	<u>0</u>	<u>9.7</u>	<u>2.7</u>	<u>1226.9</u>	<u>219.3</u>	<u>0.7</u>	<u>2.4</u>	<u>0</u>
	<u>93-94</u>	<u>12</u>	<u>9.3</u>	<u>12</u>	<u>2.8</u>	<u>0</u>	<u>11.9</u>	<u>2.6</u>	<u>1756.5</u>	<u>210.4</u>	<u>1</u>	<u>3.6</u>	<u>0</u>
<b>SCIENCES DE LA SANTÉ</b>													
<u>Activité physique</u>	<u>92-93</u>	<u>27</u>	<u>18.6</u>	<u>27</u>	<u>3.2</u>	<u>0</u>	<u>10.2</u>	<u>2.7</u>	<u>6508.3</u>	<u>459.2</u>	<u>0</u>	<u>0.2</u>	<u>0</u>
	<u>93-94</u>	<u>26</u>	<u>16.2</u>	<u>24</u>	<u>2.8</u>	<u>0</u>	<u>10.1</u>	<u>2.8</u>	<u>6058.3</u>	<u>306.8</u>	<u>0</u>	<u>0.9</u>	<u>0</u>
<u>Réadaptation Audio-Ortho.</u>	<u>92-93</u>	<u>5</u>	<u>3.7</u>	<u>1</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>8.1</u>	<u>0</u>	<u>1311.3</u>	<u>0</u>	<u>0</u>	<u>2.7</u>
	<u>93-94</u>	<u>2</u>	<u>0.7</u>	<u>0</u>	<u>7.5</u>	<u>0</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>1612</u>	<u>0</u>	<u>0</u>	<u>8</u>
<u>Réadaptation Ergo</u>	<u>92-93</u>	<u>3</u>	<u>2</u>	<u>0</u>	<u>1.9</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>4910.7</u>	<u>0</u>	<u>4.9</u>	<u>0</u>	<u>0</u>
	<u>93-94</u>	<u>5</u>	<u>4.2</u>	<u>0</u>	<u>0.9</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>5386</u>	<u>0</u>	<u>9.3</u>	<u>0</u>	<u>0</u>
<u>Réadaptation physio</u>	<u>92-93</u>	<u>7</u>	<u>2.9</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>4748.2</u>	<u>0</u>	<u>4.8</u>	<u>0</u>	<u>0</u>
	<u>93-94</u>	<u>7</u>	<u>4.6</u>	<u>0</u>	<u>0.5</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>6067.5</u>	<u>0</u>	<u>0.9</u>	<u>0</u>	<u>0</u>
<u>Sciences de la santé</u>	<u>92-93</u>	<u>1</u>	<u>0.2</u>	<u>1</u>	<u>9</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>25428</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>93-94</u>	<u>4</u>	<u>1.2</u>	<u>4</u>	<u>8.3</u>	<u>0.8</u>	<u>12</u>	<u>0</u>	<u>14320.8</u>	<u>0</u>	<u>1.6</u>	<u>0</u>	<u>0</u>

<u>Sciences infirmière</u>	<u>92-93</u>	<u>31</u>	<u>18.2</u>	<u>12</u>	<u>1.6</u>	<u>0</u>	<u>14</u>	<u>0</u>	<u>8194.5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>93-94</u>	<u>30</u>	<u>19.4</u>	<u>8</u>	<u>2.3</u>	<u>0</u>	<u>11.7</u>	<u>2.2</u>	<u>6368.3</u>	<u>68.1</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>SCIENCES SOCIALES</b>													
<u>Criminologie</u>	<u>92-93</u>	<u>18</u>	<u>12.2</u>	<u>15</u>	<u>2</u>	<u>0</u>	<u>8.3</u>	<u>3.4</u>	<u>8331.7</u>	<u>433</u>	<u>0</u>	<u>1.7</u>	<u>0.9</u>
	<u>93-94</u>	<u>18</u>	<u>12.5</u>	<u>14</u>	<u>1.7</u>	<u>0.2</u>	<u>8.6</u>	<u>3.1</u>	<u>8193.1</u>	<u>439.9</u>	<u>0</u>	<u>2.4</u>	<u>1</u>
<u>Études politiques</u>	<u>92-93</u>	<u>19</u>	<u>14</u>	<u>17</u>	<u>1.6</u>	<u>0</u>	<u>9.4</u>	<u>2.6</u>	<u>7295.8</u>	<u>214.5</u>	<u>0</u>	<u>2</u>	<u>0</u>
	<u>93-94</u>	<u>19</u>	<u>13.7</u>	<u>16</u>	<u>0.8</u>	<u>0</u>	<u>9.6</u>	<u>2.4</u>	<u>6705.2</u>	<u>249.6</u>	<u>0</u>	<u>2.1</u>	<u>0.1</u>
<u>Étude des femmes</u>	<u>92-93</u>	<u>3</u>	<u>2.7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>4467.3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>93-94</u>	<u>3</u>	<u>2.5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>4758</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Psychologie</u>	<u>92-93</u>	<u>45</u>	<u>31.4</u>	<u>37</u>	<u>2.3</u>	<u>0</u>	<u>8</u>	<u>5.1</u>	<u>6317.7</u>	<u>552.8</u>	<u>2.1</u>	<u>2.9</u>	<u>0</u>
	<u>93-94</u>	<u>45</u>	<u>30</u>	<u>35</u>	<u>2.2</u>	<u>0</u>	<u>7.8</u>	<u>5.1</u>	<u>6306.5</u>	<u>580.4</u>	<u>2.5</u>	<u>3.1</u>	<u>0</u>
<u>Sciences économiques</u>	<u>92-93</u>	<u>21</u>	<u>15</u>	<u>12</u>	<u>1.4</u>	<u>0</u>	<u>7.6</u>	<u>4.4</u>	<u>5436.6</u>	<u>512.2</u>	<u>0</u>	<u>1.3</u>	<u>0.7</u>
	<u>93-94</u>	<u>21</u>	<u>17</u>	<u>12</u>	<u>1.7</u>	<u>0.2</u>	<u>8.8</u>	<u>3.4</u>	<u>4278.5</u>	<u>353.3</u>	<u>0</u>	<u>1.4</u>	<u>0.8</u>
<u>Service social</u>	<u>92-93</u>	<u>5</u>	<u>2</u>	<u>5</u>	<u>7.2</u>	<u>0.6</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>2320.5</u>	<u>0</u>	<u>3</u>	<u>0</u>
	<u>93-94</u>	<u>6</u>	<u>5</u>	<u>6</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>1521</u>	<u>0</u>	<u>0.3</u>	<u>3</u>
<u>Sociologie</u>	<u>92-93</u>	<u>19</u>	<u>15.2</u>	<u>17</u>	<u>0.9</u>	<u>0</u>	<u>10</u>	<u>2</u>	<u>7429.2</u>	<u>204.6</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>93-94</u>	<u>18</u>	<u>14</u>	<u>16</u>	<u>0.7</u>	<u>0.3</u>	<u>9.6</u>	<u>2.4</u>	<u>8989.5</u>	<u>261.9</u>	<u>0</u>	<u>0</u>	<u>0</u>

\* As per 22.2.1.4 a), b), c) and d)

\*\* Includes lectures, labs, directed studies and course repeats.

\*\*\* Includes lectures, course repeats and others.

Each faculty develops procedures for the attribution of workloads, by using reductions, supervision and all other elements used to modulate the workload.

This table is part of the information that can be used in the establishment of the workload.

In calculating the normal teaching load (referred to as average teaching load in table) per member in a department or unit, the number of members being used as the denominator was adjusted to take into account the following factors:

(i) course relief for administrative responsibilities, such as 22.2.1.5(a), including APUO president and liaison officer;

(ii) academic leaves or other leaves;

(iii) reductions under 22.2.1.5(b) and (d).



## LETTER OF UNDERSTANDING

Between

The Association of Professors of the University of Ottawa ("the Association") The

And

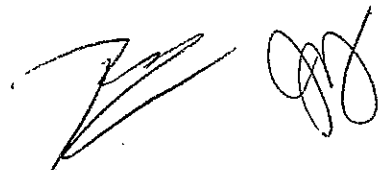
University of Ottawa ("Employer")

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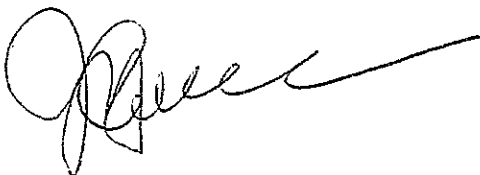
### Professional Expense Reimbursement (PER)

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1. PER, in the form of reimbursement is available on May 1 of each year, and covers the period of 12 months on a pro-rated basis if the member is not in full-time employment or equivalent for the period.
2. Claim forms will be provided to APUO members at the beginning of May, and members will be advised that forms are to be submitted no later than 30 April for reimbursement of expenses incurred in the current year. Members may accumulate PER funds for up to three (3) years before submitting a claim. Any unclaimed amount after a period of three (3) years will be forfeited.
3. A member must claim a minimum total amount of \$500.00 or more at any one time.
4. The claim form will be posted on the Web and returned by hand or internal mail will be accepted by the member's academic unit. All original receipts to support the expenses will be appended to the form. Only those expenses normally eligible under article 40.9.2 will be considered eligible and the parties agree to inform the members accordingly.
5. The APUO undertakes to advise its members through an appropriate manner such as the APUO *Bulletin* that the final date in the year for returning a claim form is 30 April.
6. Those members who retire or leave earlier than 30 April in the calendar year will be provided with claim forms covering the period for which allowable expenses were incurred while they were in the employ of the University when they make their retirement or departure arrangements with Human Resources.
7. Reasonable effort to pay and advise members who leave their employment with the University of Ottawa before 30 April will be made by the Employer, through the issuance of bank deposits as of 30 April.
8. For the purpose of transitioning to this new PER reimbursement plan, the employer agrees to add a one-time sum of \$540.00 to member's PER fund account in order to cover the transition period of 1 January 2012 to 30 April 2012. This amount will be deposited in members PER fund accounts by 1 January 2012. In any subsequent year, the reimbursement will be provided as of May 1 of each year.



SIGNED at Ottawa, this , 10 th day of November 2011.



Jean-Yves Leduc  
Chief Negotiator



Ronald Frans Melchers  
Chief Negotiator

LETTER OF UNDERSTANDING with respect to the  
Creation of a "Successful Promotion CV Retention" pilot project

Between

The University of Ottawa

(Employer)

And

The Association of Professors of the University of Ottawa

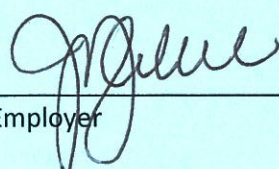
(Association)

The parties agree to the creation of a "Successful Promotion CV Retention" pilot project where each department participating Faculty will create and make accessible to all faculty members of the Faculty, seeking promotion or tenure of the department, a binder of copies of the selected curriculum vitae of consenting successful individual promotion applicants starting from September 1<sup>st</sup> 2007 11. The curriculum vitae retained will be as they were presented during the promotion process.

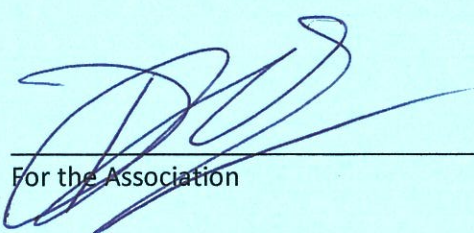
Each department will have the historical "Successful Promotion CV Retention" data (from September 1<sup>st</sup> 2007 to 30<sup>th</sup> June 2012) incorporated in the pilot project binder completed by September 30<sup>th</sup> 2013. The "Successful Promotion CV Retention" pilot project binder will be updated by the departments by September 30<sup>th</sup> of each year.

An individual binder will be kept for consultation in the Office of the Dean for each year beginning with the period covering the 2011-12 application period and similar binders for an additional two (2) years will be added. As new binders are added, the older binders will be removed and the information contained will no longer be made available.

This agreement expires at the end of the collective agreement unless expressly renewed in writing by the parties.

  
\_\_\_\_\_  
For the Employer

Signed on 19<sup>th</sup> juillet 12  
\_\_\_\_\_

  
\_\_\_\_\_  
For the Association

Signed on le 19 juillet 2012  
\_\_\_\_\_

**LETTER OF UNDERSTANDING with respect to  
Departmental guidelines on promotion and tenure evaluation criteria**

Between

The University of Ottawa

(Employer)

And

The Association of Professors of the University of Ottawa

(Association)

The parties agree to convene a working group to discuss departmental guidelines on promotion and tenure evaluation criteria. The working group will consist of three (3) representatives of the Employer and three (3) representatives for the Association.

**Mandate:**

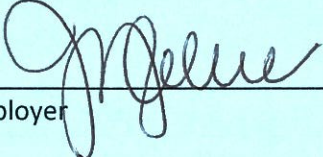
**Make recommendations to APUO and the University regarding the process of promotion and tenure and in particular, the possible use of departmental guidelines at the University of Ottawa.**

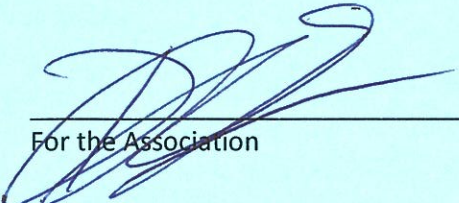
**Purpose of the working group:**

**To review and potentially recommend modifications to processes and procedures for promotion and tenure by examining procedures at the University of Ottawa and in place at other institutions, and to propose collective agreement language for discussion at the next round of bargaining.**

**Expiry:**

**At the end of the current collective agreement.**

  
\_\_\_\_\_  
For the Employer Signed on 19 juillet 12

  
\_\_\_\_\_  
For the Association Signed on le 19 juillet 2012

LETTER OF UNDERSTANDING WITH RESPECT TO

ARTICLE 39.5 (Sexual Harassment)

Between

The University of Ottawa

(Employer)

And

The Association of Professors of the University of Ottawa

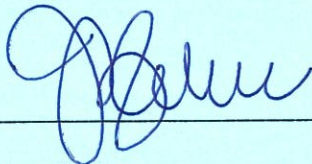
(Association)

WHEREAS the parties agreed that section 39.5 needs to be brought in line to reflect the new obligations under Bill 168.

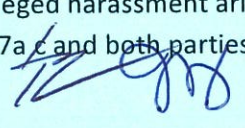
WHEREAS the parties also agreed that this would be better achieved through a side table and not through the negotiations process.

THEREFORE the parties agrees:

1. To set a separate committee with two (2) University representatives and two (2) persons to be named by the Association to develop together the modifications to be made to the language of the collective agreement, such committee to begin its work no later than with 60 days of ratification of the collective agreement;
2. That during the interim period, if a situation of alleged harassment arises, other than sexual, the framework established in newly adopted Policy 67a c and both parties shall apply and be used as a guideline.



University of Ottawa



28 juin 12

Date



APUO

le 28 juin 2012

Date

LETTER OF UNDERSTANDING WITH RESPECT TO

ARTICLE 23.5.2.2 (performance appraisal)

Between

The University of Ottawa

(Employer)

And

The Association of Professors of the University of Ottawa

(Association)

WHEREAS the parties agreed that the performance appraisal form for librarians as known in the collective agreement should be reviewed in 2012, it was also agreed that this would be done through a side table and not through the negotiations process.

THEREFORE the parties agree that the Chief Librarian and two (2) persons to be named by the Association shall discuss and both parties shall agree on an amended performance appraisal form.



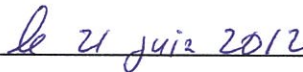
University of Ottawa



Date



APUO



Date

LETTER OF UNDERSTANDING

Between

The University of Ottawa

(Employer)

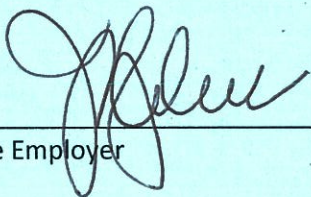
And

The Association of Professors of the University of Ottawa

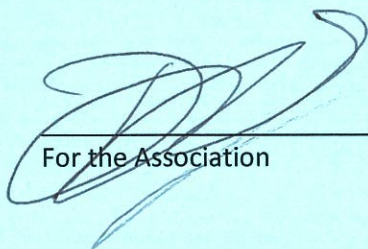
(Association)

The parties agree that within the 90 days following ratification of the Collective Agreement:

1. The University will commence exploration of options for an APUO member on reduced pay (with the exception of transition to retirement) to maintain insurance coverage at her own expense at a level equivalent to that available when receiving her nominal salary.
2. Options identified will be discussed with the APUO. The agreed-upon option by the parties will be posted on the Human Resources website for the information of members.

  
\_\_\_\_\_  
For the Employer

Signed on 19 juillet 12

  
\_\_\_\_\_  
For the Association

Signed on le 20 juillet 2012