

ENTENTE PROPOSÉE

CONVENTION COLLECTIVE

1 MAI 2021 AU 30 AVRIL 2024

TENTATIVE SETTLEMENT

COLLECTIVE AGREEMENT

1 MAY 2021 TO 30 APRIL 2024

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

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

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

Additional information coming from the Memorandum of Settlement:

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

The APUO agrees to withdraw the following grievances:

- Association grievance A-18-02
- Association grievance A-20-04

A. Changes to benefits

As part of Bill 124, improvements to benefits were limited to a one percent (1%) increase, an amount of \$73,330, for three (3) years.

Coverage type	Implementation date	Change
Psychologist group coverage	January 1, 2022	<ul style="list-style-type: none"> • Increase coverage from \$1,000 per year at 50% to \$3,000 per year at 50%
Health Care Spending Account (HCSA) for active members	January 1, 2022	<ul style="list-style-type: none"> • Increase the HCSA amount available by the remaining balance.

B. Salary increases and adjustments

As part of Bill 124, improvements to salary were limited to a one percent (1%) increase for three (3) years.

41.2 - Scales and scale adjustments

Economic increase:

2021-2022	2022-2023	2023-2024
1%	1%	1%
Full PTR with indexation	Full PTR with indexation	Full PTR with indexation

AGREED-TO CHANGES TO ARTICLES OF THE COLLECTIVE AGREEMENT

ARTICLE 1 * Definitions

BIBLIOTHÉCAIRE : une personne engagée à l'Université d'Ottawa à un poste de bibliothécaire de rang I ou plus élevé, bibliothécaire associé, ou, bibliothécaire en chef.

Support Person: A person of the individual's choice who acts in a supportive role but is not an active participant in the process (e.g. friend, Elder, parent, religious advisor or partner). The support person can provide encouragement or other emotional or moral support. The support person's role is not to act or speak

on behalf of the Member. The Support Person must not be a witness or otherwise involved in the process and must agree in writing to maintain confidentiality of the process in which the Support Person is included.

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

- ...
- (d) two (2) member of the academic staff of a faculty, appointed by the Dean for the purposes of assisting with academic staff relations;
- (e) in addition, the University may appoint up to fourteen (14) other persons as excluded employees by written notification to the Association;
- ...

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

- ...
- (b) semi-annual reports on January 31 and June 30:
 - ...
 - (v) of any change in the status of a person employed at the University of Ottawa, including Members on leave pursuant to 29.2, 29.3, and 31.3, when this change in status may have an effect upon the membership of this person in the bargaining unit.
- (c) yearly reports on June 30:
 - ...
 - (v) of Members serving as chair of an academic unit, including the start date and length of their mandate;
 - (vi) of Members serving as Vice-Dean of an academic unit (including associate, assistant and interim), including the start date and length of their mandate;
- ...

*3.3.2 In addition to the reports in 3.3.1, the Employer shall provide to the Association the following documents within ten (10) working days of being sent to the Members:

- ...
- copies of all letters sent to Members regarding contract renewal pursuant to 17.3;
- ...

*3.5.2.1 Articles 14, 15, 24, 25 (except for 25.4.3), 32, and 37 do not apply to Librarian Members.

*3.5.5 Research fellows Subject to 17.2.5.2 to 17.2.4.7 inclusively, the provisions of this agreement applicable to Faculty Members apply to every research fellow who is, pursuant to section 3.1, a Member.

*4.1.1 **Duration** This agreement shall come into effect upon ratification by the parties and shall terminate on April 30, 2024.

*4.1.3.3 **Copies** The Employer agrees to make available, at no charge, within six (6) months of ratification, an electronic copy of this agreement in both official languages on its official designated Human Resources website.

*5.1.1 The Employer shall provide Members with facilities and services which are reasonably necessary for the effective discharge of their responsibilities of employment, such as library and computing

services and facilities, secretarial, technical, technological support services, training support, teaching and research assistance, laboratory space and facilities, office space, telephone, and other support facilities.

- *5.2.2.2 The DTPC makes its recommendations, with reasons, to the Dean or the FTPC, and the FTPC makes its recommendations, with reasons, to the Dean, the Joint Committee or to any other appropriate authority, as the case may be. Following the formulation of any recommendation by an FTPC, the Dean will delay the making of her decision or her own recommendation, as the case may be, ten (10) working days following the receipt of the recommendation by the Member (or less where this agreement imposes deadlines that cannot be met if the Dean delays the full ten (10) days) to afford the Member the opportunity to comment on the recommendation.
- *5.2.1.6 When a recommendation to dismiss a Member pursuant to article 39 is considered by the Joint Committee or Board of Governors, the Member, and an Association representative (if requested by the Member) shall be invited to appear. The Member and the Association representative (if applicable) will have the opportunity to present the case, if she so desires, prior to the completion of the deliberations regarding the matter under consideration.
- *5.2.3.1 Unless otherwise provided for in this agreement, the internal mail service or email system of the University of Ottawa shall be deemed adequate for the exchange of correspondence or the forwarding of notices or other documentation where required by this agreement, and the effective date of receipt of same shall be three (3) working days from the date of mailing unless there is evidence to the contrary.
- *5.2.3.2 When a Member is on academic or other leave provided for in this agreement, notices or other documentation required pursuant to this agreement shall be forwarded to the last address filed by the Member with her Chair, by means of email or ordinary mail if the address is in Canada or by registered mail if the address is outside of Canada.
- *5.2.3.3 Notwithstanding 5.2.3.2 and 5.2.3.3 above, special care must be taken to ensure delivery to the Member of all negative recommendations or decisions by a FTPC or a Dean. Hand delivery is appropriate but where that is not practical, it can be replaced by email or registered mail to the last address filed by the Member with her chair.
- *5.5.2.2 The term "full-time Professors" as used in said article 195 shall mean regular Professors, replacement Professors, research fellows, and Professors with cross-appointments where the statement of cross-appointment indicates clearly that the Professor in question has full voting rights in the departmental assembly, but shall exclude Visiting Professors, Adjunct Professors and Professors excluded pursuant to section 3.1.3.1.
...
- *6.3.1 Every Member shall have the right to participate in any activities of the Association, and the Employer shall not interfere with the Member's attending Association meetings or attending to Association business, provided such participation or attendance does not interfere with the Member's performance of workload duties. Without limiting the generality of the foregoing, a Librarian Member shall, upon reasonable notice to the University Librarian or her delegate, be given leave to attend meetings of the APUO Board of Directors, APUO committees, University committees as an APUO nominee or representative, a negotiating team, and the APUO membership.

- *6.3.3 The Employer agrees that the services provided to the Association by a Member who is the President or the Liaison Officer of the Association amount to approximately half of normal workload.
- 6.3.4 Notwithstanding 6.3.3, during any period in which a Member is the President of the Association, the Dean shall allow a reduction of their workload, with no reduction in remuneration, for each regular one (1) term course of their teaching load up to a maximum of four (4) courses and half their usual involvement in scholarly activities. The President may also direct their academic service activities entirely to Association activities. For further clarity, the President may not defer any reduction of their teaching load and may not receive more than the reduction in their workload as set out in article 6.3.4.
- 6.3.5 During any period in which a Member is the Liaison Officer of the Association, the Dean shall allow a reduction in their workload, with no reduction in remuneration, of half their usual involvement in teaching and scholarly activities. The Liaison Officer may also direct their academic service activities entirely to Association activities. For further clarity, the Liaison Officer may not defer any reduction of their teaching load and may not receive more than the reduction in their workload as set out in article 6.3.5.
- *6.3.6 For each regular term, the Association shall have the right to appoint as many as eight (8) 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; if the appointee is an academic staff with a teaching load in a non-regular term, a Librarian, a Language Teacher or a Counsellor, the reduction will also be provided for that term, until a new collective agreement is ratified. If the Member does not have a teaching load and is not on leave, their teaching load reduction will be deferred with the reduction to be utilized at a later time as agreed by the Member and her Dean. A Member may not accumulate more than two (2) such deferred reductions.
- 6.3.7 Procedures
 - (a) The Association shall normally forward...

Section 7.1 – Conditions

- (c) Any courses which are not staffed by Members as part of their assigned teaching load may be assigned to APTPUO part-time Professors, Visiting or seconded Professors. In any two (2) consecutive terms, an APTPUO part-time professor shall not be given a teaching assignment equivalent to more than five (5) regular one-term courses.
- *8.1.7 The Employer, via the Health and Wellness Office may require that a Member be examined by one or more physicians appointed and paid by the Employer **and shall explain this requirement to the Member and the Association (if applicable)**.
 - (a) The Health and Wellness Office shall notify the Member and the Association (if applicable) with the names of three (3) duly qualified medical practitioners and the Member shall select one of those practitioners to conduct the examination. Upon choosing the independent medical practitioner, the Member and the Association (if applicable), shall agree to the scope of the independent medical exam.

(b) The independent medical report shall be forwarded to the Member's treating physician on consent.. The Member and the Association (where requested by the Member) will be provided with a copy of the report upon written request.

8.2.1.4 In keeping with the Employer's commitment to maintaining a work environment free from harassment, discrimination and/or sexual violence, the Employer has established a Human Rights Office ("HRO"). If a Member feels that she is the subject of harassment, discrimination and/or sexual violence, she must contact the HRO to speak with an Officer ("Officer") to initiate the process or open a complaint. Members may seek assistance from the Association at any time..

8.2.1.6 The procedures below apply when the APUO Member is the respondent.

8.2.3 Interim Measures There may be times when complainants and respondents will need interim measures, including the need to be separated in order to stabilize the situation pending the outcome of the process. The Appropriate Authority or Authorities will establish interim measures, in writing, in consultation with the HRO, Protection Services, Human Resources, the complainant's and the respondent's union or student association representative, the Dean and/or other Appropriate Authority (as defined in Procedure 36-1, clause 18 – revised January 18, 2017) as the case may be, taking into consideration the nature of the complaint and feasibility of the request. Interim measures should be the least intrusive as possible and shall be communicated to the complainant and the respondent, and the Association (if applicable) in a timely manner.

8.2.4.1 The informal resolution process described in this subsection is voluntary. When the complainant decides to proceed with an informal process, they continue to have the option of proceeding with a formal process at any time unless the matter has been successfully resolved to the satisfaction of both parties. If the complainant proceeds with the formal process, then the matter moves directly to article 8.2.5 (Formal Process).

8.2.4.2 The complainant and the respondent shall be informed by the Officer of her right to be accompanied at any time by a union representative or a support person.

(correct the numbering of the rest of the 8.2.5 article)

8.2.5.5 The Officer will provide guidance on how to file a formal complaint and response, but the onus remains on the complainant to provide sufficient information and be as precise and detailed as possible in order to allow the respondent to understand the allegations and respond to them. Members may seek assistance from the Association at any time.

8.2.5.9.1 The Officer will assess the formal complaint and determine whether the conduct forming the basis of the formal complaint appears to fall within the definition of harassment and/or discrimination as set out in the Schedule – Glossary of terms of Policy 67a (as revised on February 21, 2012). If the Officer considers that the formal complaint does not fall within the definition of harassment or discrimination, the Officer will convey this assessment, with reasons, in writing to the complainant and will inform the complainant of his or her right to request a review under paragraph 8.2.5.9.2 of this section, and the Officer will provide the applicable timelines and procedures for requesting this review.

8.2.5.9.2 **Review of the Assessment** A request to review the Officer's assessment of the formal complaint can be made only if the Officer has determined that the formal complaint falls outside the definition of harassment and/or discrimination.

...

The determination shall be sent in writing to the complainant, the respondent, the complainant's and the respondent's union or student association representative, and to the complainant's and the respondent's respective Deans or other Appropriate Authority.

8.2.5.10.5 If applicable, the investigator will keep the HRO informed on the status of the investigation at regular intervals or at the request of the HRO in order to allow the HRO to monitor the timelines of the process and to ensure that the scope of the investigation is adhered to. The HRO will also keep the complainant, the respondent, the Dean, and the Association (if applicable) informed on the status of the formal complaint and of the investigation.

8.2.5.11.2 When the investigation is conducted by the Dean, she will send a copy of her investigation report to the complainant, the respondent, the HRO, and the Association (if applicable).

8.2.5.11.3 When the investigation is conducted by an internal or external investigator, the investigator will send a copy of their investigation report to the HRO. The HRO will send the investigation report to the complainant, the respondent, the Dean, and the Association (if applicable).

8.2.5.12 **Dean's Decision** Within ten (10) working days of receiving the investigation report, the Dean will consider the report and, if she has reasonable grounds to believe the Member has committed an act of harassment and/or discrimination, shall proceed under section 39.4. Should the Dean decide not to proceed under section 39.4, no record of the matter shall be placed in the Member's file. The Dean shall inform the HRO, the Member, and the Association (if applicable) of her decision.

8.2.6.1 Filing of a formal complaint.

...

b) A formal complaint is filed with an Officer if the individual who is said to have engaged in sexual violence is a member of the University community and was a member of the University community at the time of the incidents alleged in the formal complaint (the "respondent").

...

8.2.6.2 The provisions of 8.2.5.1 to 8.2.5.6 inclusive apply, mutatis mutandis, to sexual violence formal complaints except that the Officer shall not send a notice of the formal complaint to the respondent, any Dean or Appropriate authority unless the Officer or Director of the HRO determine that the formal complaint shall proceed to an investigation as per 8.2.6.4.

8.2.6.3.1 The Officer will assess the formal complaint and determine whether the conduct forming the basis of the formal complaint appears to fall within the definition of sexual violence as set out in Section 3 of Policy 67b (as approved on June 27, 2016).

...

b) If the Officer considers that the formal complaint does not fall within the definition of sexual violence, the Officer will convey this assessment in writing, with reasons, to the complainant and inform the complainant of his or her right to request a review under paragraph 8.2.6.3.2

of this section, and the Officer will provide the applicable timelines and procedures for requesting this review.

8.2.6.3.2 **Review of the Assessment** A request to review the Officer's assessment of the formal complaint can be made only if the Officer has determined that the formal complaint falls outside the definition of sexual violence

...

The determination shall be sent in writing to the complainant.

8.2.6.4.1 ...

The HRO, the Employer, the complainant, the respondent and appropriate union representatives shall agree to the appointment of any third-party external or internal investigator, and their language requirement (English, French or bilingual).

8.2.6.5.1 Within five (5) business days after receiving the investigation report, the Director of the HRO will appoint three (3) individuals to form a review committee, taking into consideration the parties to the formal complaint. When either the complainant or the respondent is a Member, the Director will appoint at least one Member to the review committee.

a) The members of the review committee must have knowledge of proper investigative practices and basic principles of fairness in complaint processes. Before participating in their first review, review committee members shall undergo training on the role and duties of the review committee, arranged by the Human Rights Office on the sensitive issues surrounding sexual violence, in procedures leading to fair resolution and in consequences or measures that may be appropriate to an incident of sexual violence and which act as deterrents to further occurrence of sexual violence. This training will not deal with the specific formal complaint currently before the review committee and is in no way meant to hinder the independence of any review committee member to make a decision and/or recommendation based on the information provided to the review committee and according to his or her conscience.

...

8.2.6.5.4 The recommendations of the review committee and the reasons in support of it must be in writing and be delivered to the complainant and to the respondent within ten (10) business days of completion of the process referred to in paragraph 8.2.6.5.2. Simultaneous with the delivery of the recommendations to the complainant and the respondent, the recommendation of the review committee will also be communicated to the Director of the HRO, to the respondent's Dean, and the Association (if applicable). If the review committee believes that sexual violence occurred and the respondent was involved, the review committee will also provide the respondent's Dean with a copy of the investigation report and all of the documentation submitted to and considered by the review committee.

8.2.6.6.1 The Dean will consider the review committee's recommendations and with due regard for and deference to the review committee's recommendations, will decide:

...

d) whether or not to impose additional consequences or employment disciplinary measures (examples could include written reprimand, suspension, or dismissal) pursuant to section 39.4. Where a consequence or measure is not within his or her authority to decide, the Dean

may recommend such consequence or measure to the University body that has the authority to approve or decide.

8.2.6.6.2 The consequences or measures stated in subsection 8.2.6.6.1 d) will depend on the circumstances, on the severity of the conduct, on any mitigating factors and on applicable collective agreements. If a formal complaint of sexual violence is substantiated, consideration will be given to preventing its reoccurrence in the future, to correcting the negative impact of the incident on the complainant and to ensuring or enhancing the safety of the complainant and the University community. The following list provides examples of consequences and measures and is not meant to be exhaustive nor necessarily represent a progression of consequences or measures:

...

8.2.6.6.3 The Dean will decide on consequences or measures as per 8.2.6.6.2 and on the imposition of any disciplinary measure within ten (10) business days after receipt of the review committee's recommendation, and will immediately notify the complainant and the respondent in writing of the following:

...

Article 13 Grievances and arbitration

PRIVATE GRIEVANCE: A grievance which is initiated by a Member or Members is deemed a *private grievance* unless and until assumed by the Association in accordance with 13.6.1. A private grievance may be pursued beyond Step 2 only where the subject matter involves an Employer decision with respect to tenure, promotion or discipline.

- *13.2.3 The time limits for filing of letters of disagreement under 13.3.1 for the initiation of grievances under 13.4.1 are mandatory, provided that the letter from the Dean or the Employer to the Member, giving notice of the recommendation or decision in question, contains an explicit mention of the time limit for filing a letter of disagreement or grievance, as the case may be, and a reference to 13.3.1 or 13.4.1 respectively. All other time limits are directory, and moreover they may be altered or extended by agreement of the Parties to this agreement.
- *13.2.8 The Employer's Liaison Officer shall without undue delay forward to the Association's Liaison Officer a copy of any letter of disagreement, brief, notice of grievance, referral of the grievance to mediation, or notice of referral to arbitration, and notice of the time and place of any mediation or a board of arbitration.
- *13.2.10 Where a grievance is filed against an Employer decision, the Employer decision shall stand and remain effective until and unless the Employer reverses its decision, or arbitration board has issued an interim order with respect to the grievance, or there has been a final and binding determination by an arbitration board upholding the grievance, or there has been settlement.
- *13.2.11 The Parties shall make every reasonable effort to resolve matters of a purely procedural nature prior to mediation or arbitration.
- *13.4.2 **Step 1 meeting** A Step 1 meeting shall take place no more than fifteen (15) working days of receipt of the written notice of grievance, or such other time as agreed to by the Liaison Officers, to be attended by the Liaison Officers or their delegates, the grievor, and the Dean, it being understood that:

(a) in the case of a grievance against a decision of the Joint Committee, Board of Governors, or Administrative Committee, the Provost and Vice-President Academic Affairs or her delegate shall replace the Dean;

(b) in the case of a group grievance, an authorized spokesperson shall attend for the group and shall deliver to the Liaison Officers, in writing, a list of the members of the group;

...

Notwithstanding the above, in the case of a grievance against a decision of the Joint Committee to defer or refuse promotion and tenure or promotion application following a positive recommendation from the FTPC, the Parties agree to replace the Step 1 meeting with a mediation session with a mutually agreed-to mediator. The mediation session shall take place no more than fifteen (15) working days of receipt of the written notice of grievance or such other time as agreed to by the Liaison Officers or their delegates. If mediation is unsuccessful, the grievance will bypass Step 2 and may be referred directly to Step 3: Arbitration pursuant to section 13.5.7.

...

***13.4.3 Waiver of Step 1 meeting** The Parties may consent, in writing, to waive the Step 1 meeting requirement, in which case the time limits for any following steps shall be counted from the date of their signing the agreement to waive the meeting.

***13.4.6** Unless otherwise provided in this article or agreed to by the Liaison Officers, all grievances may proceed to Step 2: Mediation.

Section 13.5 Step 2: Mediation

***13.5.1** Where a grievance is not resolved at Step 1, the grievor may submit the grievance to mediation by forwarding to the other Party's Liaison Officer a request to that effect within ten (10) working days of receipt of the signed Step 1 memorandum. Should the grievor not request mediation, the grievance may be referred to Step 3: Arbitration pursuant to section 13.5.7.

***13.5.2** The Liaison Officer shall, within ten (10) working days following receipt of the request for Mediation under 13.5.1, advise the other Party's Liaison Officer whether or not they accept Mediation. If Mediation is refused, the grievance may be referred to Step 3: Arbitration pursuant to 13.5.7.

***13.5.3** A third-party external mediator shall be appointed by the Employer and the Association within ten (10) working days following section 13.5.2, at which time the Employer and the Association shall also agree to the length of time required for Mediation, which can be prolonged at the request of either the Employer and the Association. The Mediation shall be convened within a reasonable time period.

***13.5.4** Within five (5) working days of the conclusion of the Mediation, the mediator shall issue a report stating whether the Employer and the grievor were able to resolve the matter.

***13.5.5** If the matter is not resolved at Mediation, the grievance may be referred to Step 3: Arbitration pursuant to section 13.5.7. If the grievance is not referred to arbitration, the grievance shall be deemed withdrawn or settled pursuant to section 13.2.5.

***13.5.6 Costs** The Employer and the Association shall share the costs of the mediator equally. ***13.5.7** Within fifteen (15) working days following receipt of the mediator's report in Step 2: Mediation, or the receipt of the Mediation refusal of either Party or in cases which bypass Step 2: Mediation, either Party will inform, by way of a written Referral to Arbitration notice forwarded

by one Liaison Officer to the other Party's Liaison Officer, whether the grievor will be requesting that the grievance be referred to arbitration. The notice shall briefly state the nature of the grievance and the name of the grievor(s). In cases involving the giving of basic progress, leaves (including academic and professional leaves), the non-renewal of a limited term regular appointment, or the issuance of a written reprimand, there shall be a one-person board of arbitration. In all other cases, there shall be a three-person board of arbitration, unless otherwise agreed by the Parties.

***13.6.1** Within fifteen (15) working days following the forwarding of the Referral to Arbitration, the grievor (or the Association, where the grievance has been assumed) shall forward an Arbitration Confirmation notice stating:

...

(correct the numbering of the rest of the 13.6 article)

***13.7.1** In the event that a Member pursues a private grievance to arbitration, the costs of the chair shall be shared equally between the Member and the Employer where the grievance is won by the Member. In the event that the grievance is lost by the Member, all costs of the chair shall be completely assumed by the Member, it being understood that the board of arbitration may make a different determination.

14.1.4.2 Before taking office, every newly elected FTPC members should participate in a workshop on the collective agreement delivered jointly by the APUO and the Employer. The workshop on the collective agreement is open to all Regular Faculty Members. Following this initial training, FTPC members should participate in the workshop every third (3) year. The Employer and the Association shall use their respective means of communication to encourage Members to complete the training by October 1. At the earliest opportunity, newly elected FTPC members shall also participate in the program of training on Employment Equity pursuant to 17.1.3.4.

15.1.4.2 Before taking office, every newly elected DTFC member should participate in a workshop on the collective agreement delivered jointly by the APUO and the Employer. The workshop on the collective agreement is open to all Regular Faculty Members. Following this initial training, DTFC members should participate in the workshop every third (3) year. The Employer and the Association shall use their respective means of communication to encourage Members to complete the training by October 1. At the earliest opportunity, newly elected DTFC members shall also participate in a program of training on Employment Equity.

16.1.2.2 Before taking office, every newly elected LPC member should participate in a workshop on the collective agreement delivered jointly by the APUO and the Employer. The workshop on the collective agreement is open to all Librarian Members. Following this initial training, LPC members should participate in the workshop every third (3) year. The Employer and the Association shall use their respective means of communication to encourage Members to complete the training by October 1. At the earliest opportunity, newly elected LPC members shall also participate in a program of training on Employment Equity.

16.2.2.2 Before taking office, every newly elected TPCI member should participate in a workshop on the collective agreement delivered jointly by the APUO and the Employer. The workshop on the collective agreement is open to all Regular Faculty Members and Language Teacher Members of the Official Languages and Bilingualism Institute. Following this initial training, TPCI members should participate in the workshop every third (3) year. The Employer and the Association shall

use their respective means of communication to encourage Members to complete the training by October 1. At the earliest opportunity, newly elected TPCI members shall also participate in a program of training on Employment Equity.

- 16.1.1.2 Members of the LPC are elected by a secret, mail-in preferential ballot, by all Librarian Members with continuing appointments. A nominations committee suggests candidates for all vacant positions, taking into account the Library's administrative structure and ensuring well-balanced representation. To ensure well-balanced representation, the composition of the LPC shall not include more than (3) members from any one division. The nominations committee, which is composed of the APUO library representatives, organizes the election of LPC members as follows.
- ...
- (c) If it proves impossible to fill any vacant positions through the normal process, the nominating committee shall appoint Members to the LPC in order to ensure well balanced representation. The composition of the LPC shall not include more than (3) members from any one division.
- 16.1.1.3 The University Librarian is the chair of the LPC; she does not vote, even in the case of a tie. An associate university Librarian excluded from the bargaining unit may attend meetings as an observer.
- 17.1.1.4 A person may also be appointed as an Adjunct Professor, in accordance with the provisions of section 17.5.
- *17.1.2.1 Before appointing a regular or replacement Professor, the Employer shall advertise the position in University Affairs, in print or electronic format, or both. The advertisement will also be posted on the University's Web site, and advertised in at least one (1) external publication such as the CAUT Bulletin, professional journals, or national newspapers. If the advertisement is in electronic format, the advertisement will remain, at minimum, for as long as the period during which applications may be submitted, it being understood that departmental practice existing as of April 30, 2004 will be continued for the print form of advertisements.
- ...
- All advertisements shall contain the statement: "Equity is a University policy". In addition, for academic units deemed to be under-represented pursuant to 17.1.6.3, all advertisements shall contain the statement: "The University strongly encourages applications from women (or men, as the case may be), Indigenous Peoples in Canada, persons with disabilities and members of visible minorities".
- *17.1.3.4 Members of the appointments committee shall participate in a program of training on Employment Equity. The training shall be developed and delivered jointly by the Employer and the Association and shall include information on the University Policy on Employment Equity and of the relevant articles in the collective agreement. It is understood that any Member of the academic unit's assembly with voting rights in the selection process shall participate in the program of training.
- 17.1.4.5 Members are responsible for ensuring that they obtain and maintain their legal authorization to work in Canada for the duration of their appointment, it being understood that the Employer shall undertake all steps required of Employers by Citizenship and Immigration Canada in such circumstances. Upon request of the Member, they shall have access to the services offered by the

International Employment and Immigration (IEI) Sector, to provide the Member with support that is reasonably necessary to facilitate the immigration process.

*17.1.6.1 Designated employment equity groups in academic units

- a) The Parties to the collective agreement are committed to the principle of gender equity in matters of employment and, to that effect, agree to increase the proportion of women or men in those parts of the University community where they are under-represented, in accordance with the guidelines and procedures set out herein.
- b) The Parties to the collective agreement are also committed to the principle of employment equity for the following groups: Indigenous Peoples in Canada, persons with disabilities and members of visible minorities. To that effect, the parties agree to increase the proportion of Indigenous Peoples in Canada, persons with disabilities and members of visible minorities, in those parts of the University community where they are under-represented, in accordance with the guidelines and procedures set out herein.

*17.1.6.2 **Equity, Diversity and Inclusion Committee (EDIC)** There shall be a joint APUO-Employer consultative committee on 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 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, hiring, and retention of Members or which affect Members directly. The committee may provide recommendations to the Association and the Employer on equity, diversity and inclusion issues affecting the working conditions of Members of the employment equity groups designated in section 17.1.6.1 or recognized under Human Rights Legislation. The APUO President and the University President may also jointly mandate the committee to address a specific EDI issue.

...

Section 17.5 – Adjunct professors

(fix the numbering of the 17.5 article)

*17.7.1.1 Lorsqu'un poste de bibliothécaire syndiqué devient vacant, l'Employeur ou son délégué en informe le CPB dans un délai raisonnable et ensuite décide s'il doit être comblé tel quel, ou transformé ou aboli. La décision de l'Employeur doit être connue dans un délai raisonnable après que le poste soit devenu vacant. Pour les besoins de cette section, on entend par poste vacant un poste que l'Employeur a décidé de combler conformément à la démarche décrite dans la présente section.

17.7.1.3 When the Employer decides that a position is to be filled, the following provisions shall apply:

- (a) the position shall be filled without undue or unreasonable delay;
- (b) the University Librarian shall, after consulting the head of the relevant administrative unit and the LPC, decide whether the position is to be filled on a regular basis as per 17.7.3 or temporary basis, it being understood that this decision is to be taken within ten (10) working days following the consultation of the LPC. If she decides to fill the position temporarily, she shall also consult the LPC regarding the various ways of so doing, as described in 17.7.2.1.

- (c) Any member of Library Council serving on a selection committee shall participate in a program of training on Employment Equity. The training shall be developed and delivered jointly by the Employer and the Association and shall include information on the University Policy on Employment Equity and of the relevant articles in the collective agreement.

17.7.1.4 The provisions of section 17.1.6 shall apply, mutatis mutandis, to Librarian Members.

*17.7.2.2 **Nomination intérimaire** Lorsque le bibliothécaire en chef décide de combler un poste d'une façon temporaire en procédant à une nomination intérimaire, les dispositions suivantes s'appliquent.

...

- (h) Un bibliothécaire bénéficiant d'une nomination intérimaire continue d'être membre, à moins d'en être exclu conformément aux dispositions de l'article 3 de la présente convention.

Nonobstant ce qui précède, l'engagement d'un bibliothécaire intérimaire peut être renouvelé jusqu'à ce que le bibliothécaire d'origine retourne au travail dans les circonstances suivantes : (a) le bibliothécaire est en congé de grossesse et/ou congé parental, avec ou sans un congé supplémentaire d'absence; (b) le bibliothécaire est en congé pour raisons médicales, y compris l'invalidité prolongée, pour une durée maximale de trente-six (36) mois.

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

- (a) soit à une mutation, auquel cas les dispositions prévues à 17.7.3.2 s'appliquent ;
- (b) soit à un engagement préliminaire, auquel cas les dispositions prévues à 17.7.3.3 s'appliquent; ou

(c) un engagement continu auquel cas les dispositions prévues à 17.7.3.5 s'appliquent.

*17.7.3.2 Lorsque le bibliothécaire en chef a décidé de combler un poste d'une façon régulière, il doit afficher le poste.

...

- (e) Si le candidat choisi ne bénéficie pas déjà d'un engagement continu, suite à l'application des dispositions prévues à 17.7.3.2, le bibliothécaire en chef peut le combler par la voie d'un engagement préliminaire ou d'un engagement continu. Le cas échéant :
 - (i) le candidat choisi se voit offrir un engagement préliminaire dont les caractéristiques sont décrites à 17.7.3.3 et un rang approprié selon 17.7.3.4;
 - (ii) le candidat choisi se voit offrir un engagement continu selon 17.7.3.5 et un rang approprié selon 17.7.3.4.

17.7.3.5 After consulting the LPC, a *continuing appointment* is one that may be offered to a candidate who has obtained tenure or continuing appointment at another university, who is selected, following application of the provisions in 17.7.3.2, in the regular staffing of a position.

18.4.1 General

18.4.1.1 Language Teacher Members at the University of Ottawa are appointed with, or promoted to, the ranks of Language Teacher III, or IV.

18.4.1.3 A Language Teacher IV can be promoted to the rank of Associate Professor, in the Faculty of Arts or in one of its departments, in accordance with this agreement's criteria and procedures for promotion to that rank. Where a Member is so promoted, the Member's years of university-level experience shall be reassessed in accordance with the guidelines for determining such experience for a Faculty Member in the Faculty of Arts, and the provisions of 23.4.1 for an initial appointment shall apply.

19.3.3.3 The FTPC recommendations and Joint Committee decisions provided for in 19.3.3.1 can be appealed and grieved in accordance with the procedures for grievances described in article 13; however, such grievance shall bypass Step 2 and proceed directly to Step 3 as set out in section 13.6.

*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;
- e) through knowledge mobilization.

To the advancement of the scholarship of teaching and learning. This can be done in the following ways, among others. It is understood that this list does not imply an order of priority. It is also understood that the following forms of scholarly activity are not necessarily to be given equal weight and application for each discipline.

- 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
- The translation and publication of scholarly or literary work for the advancement of teaching and learning
- Research carried out on research grants and contracts for the advancement of teaching and learning
- Written and oral reports prepared for community and government institutions for the advancement of teaching and learning

20.3.2.1 Research includes the following activities:

...

- i) Research carried out using traditional/Indigenous knowledge and the practical applications or dissemination of such research generally, or specifically through engagement with Indigenous communities

20.3.5 Knowledge mobilization is an umbrella term encompassing a wide range of activities relating to the production and use of research results, including knowledge synthesis, dissemination, transfer, exchange, and co-creation or co-production by researchers and knowledge users both within and beyond academia.

*20.5.3 **Scholarly activities** A Librarian Member's scholarly activities are those which contribute:
(a) through research activities to the advancement of knowledge in her area of specialization:

- (i) conceiving, developing and carrying out research projects, individually or with others;
- ...
- (ix) developing new electronic applications (e.g. tools or systems) that improve library activities such as information literacy training or information retrieval;
- (x) Research carried out using traditional/Indigenous knowledge and the practical applications or dissemination of such research generally, or specifically through engagement with Indigenous communities.

...

- (d) through knowledge mobilization.

Knowledge mobilization is an umbrella term encompassing a wide range of activities relating to the production and use of research results, including knowledge synthesis, dissemination, transfer, exchange, and co-creation or co-production by researchers and knowledge users both within and beyond academia.

***20.5.4 Academic service activities** A Librarian Member's academic service activities include, but are not limited to:

- (a) participating in the work of committees, working groups, and any equivalent groups of the Library or the University, or related consortia, or otherwise contributing to the effective operation of the University of Ottawa or one of its constituent parts. It is understood that chairing such groups is an administrative activity under 20.5.2 and that work undertaken as part of the Member's job description is a professional activity under 20.5.1;

...

- (f) contributing to community projects, such as those advancing issues of equity, diversity and inclusion, which are related to the role of the Library or University.

***21.2.2** It is understood that a Librarian Member shall not be required or obliged to engage in scholarly, administrative or academic service activities which are not specifically mentioned in her job description and that the principal functions of a Librarian are the ones mentioned in her job description. However, every Member shall have the right to devote a reasonable proportion of her scheduled working hours to:

- (a) academic service activities as defined in 20.5.4, it being understood that the University Librarian shall be informed of such activities and that, except where otherwise provided for in this agreement, the main functions of a Librarian remain the ones mentioned in her job description;
- (b) scholarly activities as defined in 20.5.3, provided the University Librarian is informed of the extent and general nature of such activities, and she does not find that they are likely to be detrimental to the Member's performance of the duties specified in her job description.

...

21.5.1 L'Université doit offrir une assurance responsabilité civil aux membres pour l'exercice des fonctions liées à leur emploi.

22.4.3.1 La charge de travail du membre inclut, en plus des tâches assignées, toute activité savante pertinente conformément à 20.6.2.2 et toute activité de service à la communauté universitaire auxquelles le membre désire consacrer une partie de son temps et qu'il peut raisonnablement entreprendre ou continuer.

- 22.4.4.1 La charge d'enseignement normale correspond à quatre (4) cours de deux (2) sessions par année universitaire, ou l'équivalent, et elle n'excède pas quatre-cent-vingt (420) heures de cours à l'horaire par année universitaire.
- 22.4.4 Normal teaching load**
- *22.4.4.1 The normal teaching load shall be 3.5 two-term courses per academic year, or the equivalent thereof, and it shall not exceed 315 course calendar hours per academic year.
- *23.3.2.4 The Member shall, through her Dean, submit to the FTPC a list of at least five (5) persons whom she considers qualified to act as evaluators of her scholarly activities. Along with that list, the Member shall submit a written declaration of any personal association or collaboration with the persons listed.
- *23.3.2.7 The FTPC shall choose three (3) or four (4) outside evaluators, including at least one (1) person chosen from the list submitted by the Member and a second person chosen from the list submitted by the DTPC. Normally, the majority of the outside evaluators shall be from a Canadian university or research institution, it being understood that this might not be feasible in some specific areas of specialization. No individual shall be chosen to act as an outside evaluator where she has been a close research partner or close collaborator with the Member within the past six (6) years, or a supervisor of the Member's work at any time.
- *23.5.1.4 Any evaluation or review of the Librarian Member's performance of workload duties shall address each of the four (4) categories of activities identified in 20.5, 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, 22.3.1.3, 22.3.1.5, or 22.3.4. In each category, a Member's performance:
- (a) shall be assessed as satisfactory, good, 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 comparable rank and experience;
 - (b) shall be assessed as 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 shall be given its ordinary meaning and is typically characterized with peer recognition at the national or the international level of the Member's contributions and impacts on the profession or the discipline;
 - d) shall be assessed as unsatisfactory when the performance of the Librarian is lower than the standard for satisfactory indicated in (a) above and significant areas of improvement are identified;
- ...
- 25.4.1.1 Members are strongly encouraged to submit a Notification of Intent to Apply (NOI) between April 1 and June 1 and may include an updated curriculum vitae.
- 25.4.1.2 The NOI should be submitted when applying for a promotion or for tenure. The NOI shall include the information related to outside evaluators as specified in articles 23.3.2.4 and 23.3.2.5.

- *25.4.2 An application must be initiated by the Faculty Member and must be submitted to the Dean as early as July 1 but no later than September 1. The application must be accompanied by the following documentation:
 ...
 (b) any relevant information regarding the Member's teaching she wishes to have considered;
 (c) ...
- 25.4.6 The Dean shall, in writing, advise the Member of the Joint Committee's decision and its reasons therefor no later than May 1, unless valid reasons make this impossible.
- *27.2.1.2 Upon request by the Dean or her delegate, the Member must submit a medical certificate to the Health and Wellness Office of Human Resources Service:
 ...
- *27.2.2 **Mandatory examination** At any time during a Member's sick leave, a representative from the Health and Wellness Office may require that a Member be examined by one or more physicians appointed and paid by the Employer, **and shall explain this requirement to the Member and the Association (if applicable)**, in order to determine if the Member is eligible for sick leave benefits or is able to return to work.
 (a) The Health and Wellness Office shall notify the Member, and the Association (if applicable), with the names of three (3) duly qualified medical practitioners and the Member shall select one of those practitioners to conduct the examination. Upon choosing the independent medical practitioner, the Member and the Association (if applicable), shall agree to the scope of the independent medical exam.
 (b) The independent medical report shall be forwarded to the Member's treating physician on consent. The Member and the Association (where requested by the Member) will be provided with a copy of the report upon written request.
- *28.2.1 For the purposes of this section, one (1) month shall be twenty-two (22) working days.
- *28.2.2 Vacation leave entitlement for Librarian Members: a Member employed for a full calendar year is entitled to one (1) month of vacation leave; a Member employed for less than a full calendar year is entitled to a proportionally shorter vacation leave.
- *28.2.3 Subject to 28.2.4, vacation leave to which a Member is entitled for a calendar year may be taken during that calendar year. Vacation leave for the calendar year in which the Member is first appointed at the University of Ottawa may not be taken in the first three (3) months following the appointment unless approved by the University Librarian. Notwithstanding the foregoing, the following provisions shall apply.
 (a) A Member may carry over to the following year a maximum of ten (10) working days of leave, provided that she uses up those days before the end of the following calendar year. Exceptionally, more than ten (10) working days of leave may be carried over to the following calendar year, with the approval of the University Librarian.
 (b) A Member may request, for valid reasons, to take in advance a part of the vacation leave to which she would be entitled the following year.

(c) Regardless of the duration of the vacation leave, a Member shall submit a *leave form* at the end of the month during which vacation leave was taken.

- *28.2.4 A Member may take vacation leave at any time(s) provided that she notifies her immediate supervisor in advance of each vacation period. Vacation leave may be taken in one or more parts.
- *28.2.5 Vacation leave on specified dates shall not be refused without serious reasons. The University Librarian may refuse vacation leave on certain dates if there is no way to compensate adequately for the Member's absence without considerably reducing the quality of service to the university community or if overtime has to be paid or additional staff must be hired in order to accommodate the Member's request.
- 28.2.6 While on vacation, a Member shall receive the same remuneration to which she would be entitled if she were not on vacation.
- *28.2.7 **Vacation during academic leave** A Member must take one (1) month of vacation leave during any twelve (12) month academic leave and a half (0.5) month of vacation leave during any six (6) month academic leave.
- 28.2.8 In case of termination of employment, a Librarian shall be reimbursed for accumulated days of vacation leave on the basis of her salary at the time of cessation of work; in case of death, the reimbursement shall be to her estate. In no other case shall a Member's days of vacation leave be paid to the Member in addition to her regular salary, instead of being used as time off with pay.
- 28.2.9** If an official holiday falls during a Member's annual vacation leave, it is considered as an official holiday and not as a day of vacation.
- *29.3.10 **Part-time service with Employer** While on leave of absence as provided for under 29.3.1(a), (b) or (e), a Member is eligible for appointment as a part-time Librarian or Counsellor with the same remuneration and assistance as a person who is not a member of the Association.
- 31.1.3.2 A Librarian Member with a continuing appointment elected by Library Council shall be a member of a selection committee for the University Librarian or an Associate University Librarian.
- *31.2.1.1 The Employer shall continue an academic leave policy for Librarian Members. This leave is an investment in the development of the University by allowing a Member to undertake one or more of the following activities:
...
(c) pursue advanced, full-time studies in library science or university-level studies leading to an honours bachelor's degree, a master's degree or a Ph.D. in another discipline;
...

**ARTICLE 32 Direction et évaluation des thèses et supervision des chercheurs de niveau postdoctoral –
Direction and Examination of Theses, and Supervision of Postdoctoral Fellows**

- 32.2.3 The Member's supervisory skills or record of scholarly activities shall be examined by the DTPC, chair, and FTPC of her Faculty. Their recommendations shall be forwarded to the Dean of her Faculty who shall decide to revoke or not her supervisory rights. The questions to be addressed are: "Does the applicant have adequate supervisory skills? Has she maintained a record of

scholarly activities, the results of which have been recently disseminated and which are appropriate for the direction of graduate theses in the relevant areas of her discipline?". Each answer shall be supported by appropriate reasons and evidence. The chair shall either concur with the DTPC or provide a separate response, with reasons. The Dean shall not deny the request if the recommendations of the DTPC, chair and FTPC are all positive.

37.2.5 Présentation du rapport au Bureau des gouverneurs

*37.2.5.2 **Length of mandates for chair** Upon receipt of the documentation mentioned in 37.2.5.1, the President shall transmit it to the Board of Governors along with her personal recommendation. A chair shall initially be appointed for a term of not more than five (5) years. In the case of a chair initially appointed for three (3) years, the Member will have the possibility of extending her mandate for a further two (2) years, in which case the confirmation process will be a consultation by the Dean of the regular Members of the unit as to their agreement with the continued mandate of the chair for a further two (2) years, as would be the case in appointing an interim chair, with at least half of the responses to the Dean's consultation supporting the continued mandate. Any further renewals will be for a maximum of three (3) years each.

39.1.10 All time limits in article 39 are directory, and may be altered or extended by agreement of the Parties to this agreement as required in the circumstances.

*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 be promptly communicated to them, in writing, with proper confidentiality safeguards where appropriate.

...

(c) the Member whose alleged behavior is being investigated shall be notified, in writing, by the Dean within fifteen (15) working days of informing the Member of the complaint as per (a) above, as to the reasons for and the nature of the actions taken by the Dean.

(d) the Member whose alleged behavior has been investigated shall be informed, in writing, of the results of that investigation by her Dean within fifteen (15) working days of the completion of the investigation, subject to any applicable provisions of sections 39.2, 39.3 or 39.4.

...

*39.2.2.6 The investigative committee sets its own procedures, which are to be as informal as possible. The Member shall be advised of any information considered by the committee, other than the documentation forwarded pursuant to 39.2.2.2. The Member, and an Association representative (at the request of the Member) shall be invited to appear before the committee. The Member and the Association representative (if applicable) will have the opportunity to present the case.

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

...

The chair of the investigative committee shall, within fifteen (15) working days of its being established, forward the committee's recommendation and written reasons therefor to the Board of Governors, with copies to the Member, the Member's Dean, and the Association. Where there

is no recommendation supported by a majority vote, this fact shall be reported, and the Provost and Vice-President Academic Affairs may, in this situation, submit her own recommendation to the Board of Governors. Minority views may be attached to a recommendation supported by a majority vote.

39.4.2 Procedures

*39.4.2.1 When she has reasonable grounds to believe that a Member of her faculty has committed an act or omission which constitutes cause for discipline, the Dean shall promptly call the Member to an informal meeting. The Dean shall inform the Member in writing of their right to be accompanied by an Association representative. At this informal meeting:

...

The Dean may also be accompanied to this meeting by a person of their choice.

*39.4.2.2 Following the informal meeting, the Dean may:

...

The Dean shall communicate her decision in writing to the Member within fifteen (15) working days following the meeting held under 39.4.2.1. In exceptional circumstances, the Employer may request an extension from the Association, such request shall not be unreasonably refused.

A recommendation for suspension or dismissal shall state the reasons therefor, and be accompanied by all relevant documentation, it being understood that a copy of this documentation shall be sent to the Member and to the Association in accordance with 39.1.6, with proper confidentiality safeguards where appropriate.

*40.6.2.1 The tuition exemption/bursary benefit under the terms currently spelled out in 40.6.2.2 through 40.6.2.7 shall apply with no maximum to the amounts required to fund this benefit.

40.6.2.6 Application

A Member's spouse, child, or dependent who wishes to apply for an exemption from tuition fees shall complete the appropriate online application form, which is available on the uOttawa website. The completed forms must be submitted by the end of the first month of each session, that is by September 30 for the fall session, January 31 for the winter session, May 31 for the spring session and July 31 for the summer session..

*40.6.2.7 Applications may be made for more than one (1) term at a time but exemption shall be granted for only one (1) fee payment at a time.

*40.6.2.8 Tuition support is a taxable benefit. It is taxable in the hands of the recipient.

(Remove the entire section.)

(Renumber the remaining articles)

40.9.1 The Employer shall reimburse every Member for allowable professional expenses incurred by the Member in each calendar year on behalf of the Employer in carrying out employment duties or in acquiring supplies or equipment related to the performance of such duties, as follows:

Effective January 1, 2022: \$2,200
PER shall not be prorated.

- *40.9.2 Allowable professional expenses include items such as membership fees for professional societies, travel expenses and registration fees for conferences related to the Member's professional responsibilities, publication costs, and purchase of instructional and research material (e.g., books, equipment, supplies, software, journal subscriptions). Expenses must have been incurred in the past five (5) years to qualify for reimbursement.
- *40.9.4 For each year, effective May 1, 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 40.9.2, when the Member provides a reimbursement claim written request on the form provided, and attaches all original receipts. Notwithstanding the reimbursement nature of the PER fund account, a Member may purchase against the Employer's supplier agreements, 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.
- *40.10.1 Members retiring on or after 1 May 2001 shall, per calendar year, have access to a Health Care Spending Account (HCSA) of the amount set out below, funded by the employer (with a carry over of credits from the previous calendar year, as per Income Tax Act rules).
...
- *40.12.1 Members shall, per calendar year, have access to a Health Care Spending Account (HCSA) of the amount set out below, funded by the Employer (with a carryover of credits from the previous calendar year, as per Income Tax Act rules).
- *41.1.5.3 On May 1 of any year, adjustments to a Member's nominal salary shall be as follows.
...
(e) Notwithstanding 41.1.5.3(a), and subject to 40.8.1.9, where a new collective agreement has not been ratified before the termination date....
- *41.1.5.4 In addition to the foregoing, a Librarian Member's nominal salary may change, in accordance with the relevant provisions of article 31.
- *41.2.1 For each rank and for each of the four (4) categories of Members identified in 41.2.2.3, the term scale adjustment refers to the amount or percentage by which:
- *41.6.3 Occasional individual adjustments
...
(e) The adjustments must be approved by the Administration Committee.

ANNEXE B – *Other employee benefit plans

Long-term Disability Plan
Canada Life - Policy 177713

Group Life Insurance Plan
Canada Life - Policy 177713

Supplementary Health Insurance Plan
Canada Life - Policy 177714

Optional Life Insurance Plan
Canada Life - Policy 177726

Optional Accidental Death and Dismemberment Insurance
Sutton Special Risk – 056/027873A
Dental Insurance Plan
Canada Life - Policy 177714

ANNEXE E – This page left blank intentionally

ANNEXE H – Interdisciplinary programs identified for the purpose of 17.4.2.3
(The Parties will work together to update the list.)

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

Childcare

The Employer and the APUO confirm their mutual agreement that providing access to childcare is an equity issue and a service that facilitates work-life balance, and as such, is considered essential to all employees of the University community. Both parties also agree that providing access to adequate childcare is a valuable service in the recruitment and retention of its faculty, students and staff.

WHEREAS the Employer and the APUO recognize that the University of Ottawa has and continues to support third-party childcare providers;

WHEREAS the Employer and the APUO recognize that access to childcare for members of the University of Ottawa community is limited;

WHEREAS the Employer and the APUO recognize that third-party childcare providers are separate entities of the University of Ottawa;

The parties agree to the following:

1. The Employer will make every effort to increase access to childcare for all community members of the University of Ottawa during the duration of this Collective Agreement.
2. To fulfill this responsibility, the parties will jointly mandate that the Equity, Diversity and Inclusion Committee (EDIC), as per article 17.1.6.2, examine the issues and barriers related to limited access to childcare at the University of Ottawa. This mandate will include:
 - a. An interim report to be submitted to the Parties outlining the issues and barriers concerning access to childcare at the University of Ottawa; the interim report shall be submitted within two (2) years of the ratification of the Collective Agreement with a start date of May 1, 2021;
 - b. A list of recommendations to remove and limit the issues and barriers identified as per above; and
 - c. Anything else deemed relevant by the EDIC.
3. A final report by EDIC is to be submitted to the Parties no later than three (3) years of the ratification of the Collective Agreement with a start date of May 1, 2021.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Promotion and Tenure Criteria for Members Engaged in Indigenous-Led and Indigenous Centred Teaching,
Research and Scholarly Activity

WHEREAS, the Association and the Employer believe that the inclusion of a greater number of Members engaged in Indigenous-led and Indigenous centred teaching, research and scholarly activity in the bargaining unit would benefit the entire University community;

AND WHEREAS, the Articles in the Collective Agreement regarding tenure and promotion do not express specific criteria for consideration in career progression decisions affecting Members engaged in Indigenous-led and Indigenous centred teaching, research and scholarly activity;

AND WHEREAS, Members engaged in Indigenous-led and Indigenous centred teaching, research and scholarly activity may face challenges related to workload, mentorship and support opportunities, and/or the value given to non-traditional research methodologies and topics, which can have an impact on promotion and tenure.

NOW THEREFORE, the parties agree as follows:

A joint consultation committee of four (4) persons of equal representation between the Parties will be created to identify potential challenges that may arise for Members engaged in Indigenous-led and Indigenous centred teaching, research and scholarly activity who are seeking promotion or tenure; and to propose potential changes to the wording in Articles 23, 24 and 25 of the Collective Agreement on the conditions and criteria for and processes of promotion and tenure to help address the challenges identified.

The Parties agree to consider and to discuss the potential Collective Agreement wording changes proposed by this joint consultative committee at the next round of bargaining between the Employer and the Association.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

PILOT PROJECT ON MEMBERS WHO CONDUCT COMMUNITY-BASED RESEARCH REQUIRING ENGAGEMENT
WITH FIRST NATIONS, MÉTIS OR INUIT COMMUNITIES

WHEREAS the Association tabled a proposal concerning Members who conduct community-based research requiring engagement with First Nations, Métis or Inuit communities;

AND WHEREAS, the Employer tabled a proposal concerning Promotion and Tenure Criteria for Members Engaged in Indigenous-Led and Indigenous Centered Teaching, Research and Scholarly Activity.

NOW THEREFORE, the parties agree as follows:

1. The Parties agree to implement a pilot project, for the duration of the collective agreement, whereby Members who conduct community-based research requiring engagement with First Nations, Métis or Inuit communities may request that one (1) additional individual be temporarily mandated to sit on personnel committees as a voting member while such personnel committee is considering their application.
2. For further clarity, the parties agree to include the following text to the following Articles for the duration of the Collective Agreement.

18.1.2.2

Librarians Members who conduct community-based research requiring engagement with First Nations, Métis or Inuit communities may request that one (1) additional individual be temporarily mandated to sit on the LPC as a voting member while the LPC is considering their application. The additional individual must either be a uOttawa Professor or Librarian who: conducts community-based research requiring engagement with First Nations, Métis or Inuit communities; or has taught or is scheduled to teach Indigenous subjects at the University level. When such a request is made, the Librarian Member will propose three (3) individuals to serve on the committee. The University Librarian, after consulting the LPC, will select one (1) individual.

18.2.3.3

Librarians Members who conduct community-based research requiring engagement with First Nations, Métis or Inuit communities may request that one (1) additional individual be temporarily mandated to sit on the LPC as a voting member while the LPC is considering their application. The additional individual must either be a uOttawa Professor or Librarian who: conducts community-based research requiring engagement with First Nations, Métis or Inuit communities; or has taught or is scheduled to teach Indigenous subjects at the University level. When such a request is made, the Librarian Member will propose three (3) individuals to serve on the committee. The University Librarian, after consulting the LPC, will select one (1) individual.

*25.1.7.1

Faculty Members who conduct community-based research requiring engagement with First Nations, Métis or Inuit communities may request that one (1) additional individual be temporarily mandated to sit on the FTPC as a voting member while the FTPC is considering their application. The additional individual must be a professor at uOttawa or another Canadian University who: conducts community-based research requiring engagement with First Nations, Métis or Inuit communities; or has taught or is scheduled to teach Indigenous subjects at the University level. When such a request is made, the Faculty Member will propose three (3) individuals to serve on the committee. The Dean, after consulting the FTPC, will select one (1) individual.

25.2.5

Faculty Members who conduct community-based research requiring engagement with First Nations, Métis or Inuit communities may request that one (1) additional individual be temporarily mandated to sit on the FTPC as a voting member while the FTPC is considering their application. The additional individual must be a Professor at uOttawa or another Canadian University who: conducts community-based research requiring engagement with First Nations, Métis or Inuit communities; or has taught or is scheduled to teach Indigenous subjects at the University level. When such a request is made, the Faculty Member will propose three (3) individuals to serve on the committee. The Dean, after consulting the FTPC, will select one (1) individual.

25.4.2

- (e) for applications by Faculty Members who conduct community-based research requiring engagement with First Nations, Métis or Inuit communities who wish to request that one (1) additional individual be temporarily mandated to sit on the FTPC as a voting member while the FTPC is considering their application, a list of three (3) individuals to serve on the committee;
3. The results of the Pilot Project shall be evaluated by the joint consultation committee that will be formed as part of the LOU on Promotion and Tenure Criteria for Members Engaged in Indigenous-Led and Indigenous Centred Teaching, Research and Scholarly Activity.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA (Employer)

- and -

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

Student evaluation data

WHEREAS a LOU was signed on June 8th, 2018 indicating that the parties agreed on using over a three-year period the student evaluation data collected when making career recommendations and decisions;

WHEREAS the Collective Agreement states that whenever the formal evaluation of a Faculty Member's teaching is necessary, in relation to contract renewal, tenure, promotion, or discipline for deficient performance of workload duties, the evaluation shall be carried out in accordance with article 24 prior to the Dean soliciting the overall recommendations from the DTTC, chair and FTTC pertaining to the application or matter;

THEREFORE the parties agree that:

- 1) From January 1, 2022 to April 30, 2022:
 - a. The Employer will produce A-reports (as referred to in Article 24.3.2.1(a) of the Collective Agreement) for Members; however only Members will be provided with a copy of their A-reports;
 - b. For further clarity, all answers will be included in the production of the Summary document, the Faculty averages;
 - c. Members will be provided a report containing the results of the student responses to all of the questions in the questionnaire and the student comments (known as the "P-report").
- 2) From May 1, 2022, to the end of the Collective Agreement with a start date of May 1, 2021, the University may utilize the A-reports as per Article 24 of the Collective Agreement.
- 3) The Parties will meet in the month of May each academic year during the length of the Collective Agreement to review whether there are issues arising from the use of the student evaluation data in making career recommendation and decision.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Re: Evaluation of Teaching Performance

WHEREAS the Parties recognize that the APUO Collective Agreement requires that Members' teaching be evaluated;

AND WHEREAS the Parties recognize that, as per article 23.1.1.3, the Association's consent must be obtained before the Employer may use the results of evaluations resulting from a new teaching evaluation instrument in the management of a Member's file, the evaluation of her performance, or the progression of her career;

THEREFORE, the parties agrees that:

1. The Parties agree to create, within three months of the ratification of the collective agreement with a start date of May 1, 2021, a joint working group comprised of three (3) management representatives, appointed by the Employer, and three (3) APUO representatives, appointed by the APUO. The parties shall advise each other of their nominees in writing prior to the first meeting.
2. The Parties agree to draft the joint working group's Terms of Reference which are to be finalized no later than 2 weeks before the committee's first meeting. The Terms of Reference shall include the scope, objective, elements, and use of a teaching dossier.
3. The joint working group shall submit an update of its work to both parties no later than one (1) year after the start of their work.
4. The joint working group shall submit a final report of its findings and recommendations to both parties no later than two (2) years after the start of their work.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA (Employer)
- and -
THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA (APUO)

Faculty Complement

1. The parties agree that for the duration of the collective agreement beginning on May 1 2021, the complement of faculty appointments shall not be fewer than:
 - Starting May 1, 2021: 1325
 - Starting May 1, 2022: 1330
 - Starting May 1, 2023: 1335

2. For greater clarity it is understood that the number of faculty appointments specified in point 1 consists of the following categories of positions at the University:
 - a. Tenured and tenure-track professor appointments;
 - b. Continuing and preliminary librarian appointments;
 - c. CSAP appointments;
 - d. Tenure-track and tenured language teachers and counsellors;
 - e. Positions in categories a), b) and d) under active recruitment.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Continuing Special Appointment Professors (CSAP)

The parties agree to modify the conditions related to the special appointments presently known as Continuing Special Appointment Professors (CSAP) appointments, confirmed by way of the April 25, 2016 and June 8, 2018 letters of understanding, in the following manner:

1. Following ratification of the Collective Agreement with a start date of May 1, 2021, all existing CSAP Members can request for their teaching to be evaluated in accordance with the provisions of article 24 of the Collective Agreement. As part of any such request, CSAP Members must provide all their available A-reports for the past three (3) years. If the CSAP Member's teaching is deemed to "meet expectations", they will be awarded a continuing appointment. For further clarity, this will mean that these CSAP Members will not be required to apply for any future contract renewals. Rather, they will hold their CSAP positions (subject to Article 19 and 39) until they retire/resign. If a CSAP Member's teaching is not deemed to meet expectations, they may make another request for their teaching to be evaluated two years later.
2. Moreover, a CSAP Member who has been granted a continuing appointment as per paragraph 1 above, may apply for promotion to the rank of Associate Professor pursuant to the procedures outlined in article 25 of the Collective Agreement.

Promotion of a CSAP Member to the rank of Associate Professor shall be granted when they meet the following conditions:

- a. The CSAP Member holds a doctorate -- or the equivalent thereof, recognized pursuant to the provisions of 23.4.2 of the Collective Agreement.
- b. The CSAP Member has evidenced teaching which, when evaluated in accordance with the provisions of article 24, is deemed to be outstanding (as established within the last two years of the application for promotion).
- c. The CSAP Member has produced scientific, literary, artistic, or professional works -- or a combination thereof -- which are, in accordance with the criteria set forth in 23.3.3.1, deemed to be satisfactory. This assessment shall be made following an overall evaluation of the CSAP Member's scholarly works, carried out in accordance with the provisions of section 23.3, during which the opinion of three (3) outside evaluators will have been obtained, in accordance with 23.3.2.
- d. The CSAP Member has undertaken academic service activities which are, in accordance with 23.2.4.3(a), deemed of satisfactory quality.
- e. The CSAP Member will have accumulated, at the end of the calendar year in which their promotion takes effect, at least four (4) years of regular university-level experience, or the equivalent thereof,

determined pursuant to 23.4.1(b), of which the last two (2) academic years must be at the University of Ottawa, as a regular Faculty Member, Visiting Professor, or research fellow.

- f. The CSAP 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 (if applicable). The CSAP Member's proficiency in French and English shall be assessed in accordance with the provisions of article 11.
3. CSAP Members will be considered regular tenured professors in relation to holding any academic administrative positions.
 4. In the event where a CSAP member either retires or resigns from their position, that position will be opened as a regular tenure-track position;
 5. In the event that a CSAP member successfully obtains a regular tenure-track position with the Employer, the CSAP position can then be reposted.
 6. The Parties agree that all other conditions of the April 25, 2016 and June 8, 2018 letters of understanding regarding CSAP appointments remain active.
 7. The Parties agree that this solution is unique to the CSAP incumbents and creates no precedent.

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

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

AUL appointment process

WHEREAS the Parties agree to modifications to article 17.7 of the APUO Collective Agreement;

AND WHEREAS the Parties agree that the appointment process for AULs should be clear and transparent;

THEREFORE, the Parties agree that the employer, in consultation with the Library Council, shall ensure that the AUL appointment process is clear and transparent.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(APUO)

Librarian workload and annual review process

WHEREAS both the Employer and the APUO proposed modifications to articles in the collective agreement relating to workload (APUO proposal re: article 22.3) and the annual review (APUO and UO proposals re: article 23.5) of librarians;

WHEREAS the Parties agree that any workload discussions must consider librarian job descriptions;

AND WHEREAS the Parties require more discussions concerning these proposals;

THEREFORE:

1. The Parties agree to create, within one month of the ratification of the collective agreement with a start date of May 1, 2021, a working group comprised of two (2) management representatives, appointed by the Employer, and two (2) representatives, appointed by the APUO. The parties shall advise each other of their nominees, in writing, five (5) days prior to the first meeting.
2. This working group will continue discussions concerning the workload and annual review process articles as discussed by both Parties during the 2021 Collective Agreement bargaining round and identify favorable modifications to these articles.
3. The Parties agree to a Pilot Project that will undertake to implement the modifications as identified by the working group for the remaining period of the 2021 Collective Agreement.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Normal Teaching Load of Regular Members

WHEREAS the Parties recognize the complexity and the nuances of establishing an equitable normal teaching load for Regular Members;

AND WHEREAS the APUO believes that the assignment of the normal teaching load for a portion of the APUO membership is comparatively higher than the normal teaching load in other U15 universities;

AND WHEREAS the Employer understands the importance of the assignment of workload to support the institution's research and teaching mission. The Employer also recognizes that the determination of workloads, in all its multidimensionality, must be done with a concern for equity among members.

AND WHEREAS the assignment of the normal teaching load must consider relevant factors as listed in article 22.1.3, such as: the number of courses taught, the format of the course, and the number of students assigned to each course;

AND WHEREAS teaching also includes recognition for the supervision and mentorship of undergraduate and graduate students, and post-doctoral fellows;

AND WHEREAS the Parties agree that it may be beneficial to establish new normal teaching loads for certain Faculties, establish a new normal teaching load assignment process and remove Appendix J.

THEREFORE:

1. The Parties agree to create, within two (2) months of the ratification of the collective agreement with a start date of May 1, 2021, a working group comprised of three (3) management representatives, appointed by the Employer, and three (3) APUO representatives, appointed by the APUO. The parties shall advise each other of their nominees, in writing, five (5) days prior to the first meeting.
2. The working group will survey the different ways in which normal teaching loads are established in each UO faculty and in the faculties of U15 universities.
3. The working group will identify favorable changes to normal teaching loads, to the process of assigning normal teaching loads, and shall make concrete recommendations to the parties regarding:
 - a. how to best establish normal teaching loads across academic units and Faculties enabling us to ensure that Members' teaching workloads are equitably distributed and to enable the University to discharge its mission as a research intensive university;
 - b. how to adequately recognize all aspects of teaching responsibilities, such as the supervision and mentorship of undergraduate and graduate students, and of post-doctoral fellows;
 - c. how to incorporate the working group's recommendations in the APUO Collective Agreement.

4. The working group will submit their final report no later than two (2) years after the first meeting of the working group.
5. This LOU will expire at submission of the final report in point 4 and no later than April 29, 2024. It may be extended by mutual agreement of the Parties, such extension shall not be unreasonably refused.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Re: Degeneralization of the CA

1. The Parties agree to begin “degenderalizing” the APUO Collective Agreement within six months of the ratification of the collective agreement with a start date of May 1, 2021.
2. The Parties agree to finish the “degenderalization” of the Collective Agreement prior to the end of the newly ratified collective agreement.

MEMORANDUM OF UNDERSTANDING
Between
THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA (the “APUO”)
And
THE UNIVERSITY OF OTTAWA (the “University”)

Regarding the *Protecting a Sustainable Public Sector for Future Generation Act*

WHEREAS the *Protecting a Sustainable Public Sector for Future Generation Act*, 2019 made its way through the Legislature of Ontario as Bill 124 and received Royal Assent on November 7, 2019 (the “Act”) and the Parties are subject to the provisions of it;

AND WHEREAS section 10 (1) of the Act. states “**10** (1) No collective agreement or arbitration award may provide for an increase in a salary rate applicable to a position or class of positions during the applicable moderation period that is greater than one per cent for each 12-month period of the moderation period, but they may provide for increases that are lower.”

AND WHEREAS section 11 (1) of the Act. states “**11** (1) During the applicable moderation period, no collective agreement or arbitration award may provide for any incremental increases to existing compensation entitlements or for new compensation entitlements that in total equal more than one per cent on average for all employees covered by the collective agreement for each 12-month period of the moderation period.”

AND WHEREAS several Ontario unions, including the APUO via the Ontario Confederation of University Faculty Associations (“OCUFA”), are in the process of challenging the constitutionality of the Act before the courts and that as of the date of this Memorandum of Understanding, the court challenges are still in the earliest stages of the legal process and that the Act is still in force and effect.

AND WHEREAS during the course of bargaining in relation to the Collective Agreement for the period May 1, 2021 to April 30, 2024, the Parties reached agreement on provisions relating to compensation increases in accordance with the Act that are incorporated into the collective agreement commencing May 1, 2021.

NOW THEREFORE the parties agree to the following terms:

1. The negotiated compensation increases are agreed to without prejudice to APUO’s right to continue its constitutional challenge of the Act and to obtain a remedy in relation to the same from the courts.
2. In the event that the Act is repealed or amended by the Ontario Legislature to provide increases in compensation above 1%, or is declared invalid, in whole or in part, by any court, and not replaced with similar legislation with provisions about compensation increases, then, in such case, the Parties agree to meet to re-engage in discussions on benefits and the percentage economic increases listed in Article 41.2 of the Collective Agreement for the corresponding moderation period of May 1, 2021 to April 30, 2024. The Parties agree that any discussions regarding benefits shall not apply retroactively.
3. The first meeting to re-engage in discussions as per paragraph 2 should occur no later than thirty (30) days following a court decision to declare the Act invalid, in whole or in part, or the legislature’s decision to repeal or amend the Act.
4. During the course of collective bargaining, the Parties reached an agreement on a number of other matters that have been incorporated into the collective agreement commencing May 1, 2021, none of which impact compensation so as to fall within the ambit of the Act. Accordingly, the Parties agree not to re-engage in discussion on such other matters should the Parties meet to discuss as per paragraph 2 of this MOU.

5. Should the Parties reach an impasse on the quantum of any percentage increase to salary rates or on benefits, or in regard to the retroactive application of any increases to salary rates, the Parties shall remit outstanding issues to a mutually agreeable third party for mediation and/or arbitration.
6. This MOU is effective on the date of signature by both parties and shall end on April 29, 2024. It may be extended by mutual agreement of the Parties, such extension shall not be unreasonably refused.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(University)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Regarding Association Employees

WHEREAS the LOU titled “Regarding APUO Employees” attached as Schedule A was signed in 1993 and renewed by mutual consent during each round of collective bargaining up to April 30, 2021;

WHEREAS the MOA titled “Regarding communications involving APUO” attached as Schedule B was signed in 2007 and renewed by mutual consent during each round of collective bargaining up to April 30, 2021;

WHEREAS the Association benefits, via its e-mail accounts, from the use of University resources including library services;

WHEREAS the University has identified costs to the University that are not being fully refunded by the Association and potential legal risks arising from the agreements listed above;

THEREFORE, the parties agree that:

1. Both the 1993 LOU titled “Regarding APUO Employees” and the 2007 MOA titled “Regarding communications involving APUO” are renewed until April 29, 2024.
2. Within two months of the ratification of the Collective Agreement with a start date of May 1, 2021, a working group comprised of three (3) management representatives, appointed by the University, and three (3) APUO representatives, appointed by the APUO. The parties shall advise each other of their nominees, in writing, five (5) days prior to the first meeting.
3. The working group will meet to discuss the costs and potential legal risks associated with the agreements listed above. The University accepts that it is the University’s responsibility to clearly identify the potential legal risks of these agreements.
4. The working group will submit their report to the Parties no later than one (1) year after the ratification of the Collective Agreement with a start date of May 1, 2021. The mandate of the working group may be extended by six (6) months by mutual agreement of the Parties, such extension shall not be unreasonably refused.
5. The Parties agree to meet following the receipt of the working group report to discuss the findings outlined in the report, and next steps including the possibility of the continuation of existing arrangements between the University and the Association.
6. If the Parties aren’t able to come to an agreement following the receipt of the report, the Parties agree to remit the issue to a mutually agreeable third party for mediation and/or arbitration.
7. This LOU shall expire on April 29, 2024.

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

VACATION - LIBRARIANS

WHEREAS a change in vacation leave procedures for Librarian Members was submitted during collective agreement bargaining;

WHEREAS the intent of this change in vacation leave is not to penalize any vacation leave that has previously been carried over;

THEREFORE, the parties agree as follows:

Within two weeks of the ratification by both Parties of the new Collective Agreement, Librarian Members will receive an updated vacation leave report confirming the carry-over balance as of December 31, 2020, and the allocated vacation effective January 1, 2021 for the calendar year 2021. Members shall schedule these 2020 carry-over vacations days between the ratification date and December 31, 2024.