

1. Definitions

Equity-deserving group or groups: all groups of people included in the Designated Groups in the Employment Equity Act (“the Act”), Black Members and Members who identify as 2SLGBTQ.

2. Preamble

(c) With respect to the University’s mission to recognise diversity and foster respect, and in accordance with the University’s equity goals, the parties intend to continue playing a key role in promoting members of equity-~~seeking-~~deserving groups in all sectors of university life.

*17.1.2.1 ...

In addition, in academic units deemed under-represented pursuant to 17.1.6.3, the Dean shall provide the funds necessary for the academic unit to hire a research assistant (65 hours contract) to assist in creating candidate pools to ensure that the ~~department~~academic unit distributes the advertisement where persons of under-represented equity-deserving groups may have reasonable access to it. The research assistant, under the supervision of the academic unit Chair, shall ~~and that the department take other appropriate measures such as~~ contacting persons chairing relevant university departments in Canada, specifically requesting the names of possible candidates of under-represented equity-deserving groups, and contacting organizations specifically representing the interests of persons of under-represented equity-deserving groups within the profession or discipline, requesting the names of possible candidates of equity-deserving groups.

...

*17.1.2.2 In academic units deemed to have an under-representation of equity-deserving groups as defined in 17.1.6.3, the proposed advertisement shall be circulated within the academic unit prior to release outside the academic unit.

*17.1.3.3 Subject to 17.1.6.3, the appointments committee shall have at least one regular member of one of the under-represented equity-deserving groups, it being understood that where no such Member of the academic unit can serve on the committee, the Dean in consultation with the academic unit shall appoint such a member with full voting rights from a related discipline. In an academic unit where there is under-representation, the academic unit may invite the Equity, Diversity, and Inclusion Committee (EDIC) to delegate one of its members to sit as ex-officio, non-voting member of a selection committee.

*17.1.3.5 In making decisions on positions and recommendations on recruitment and appointments, in academic units deemed under-represented pursuant to 17.1.6.3,

Deans and academic units, having taken into consideration the general and specific academic needs of the academic unit and its programs, including areas of specialization and their implications for students of the under-represented equity-deserving group, shall consider:

- (a) the level of rank for appointment and the probable consequences for participation by persons of the under-represented equity-deserving group;
- (b) how both the job description and the recommendation highlight the experience and qualifications of persons of the under-represented equity-deserving group and encourage their participation;
- (c) differing career patterns for potential equity-deserving group applicants.

*17.1.3.6 Where in the view of the Dean and the academic unit's appointments committee there are at least two (2) top candidates equally qualified, one of whom is of an under-represented equity-deserving group, the appointment will be offered to a candidate of an under-represented equity-deserving group.

*17.1.3.9 When an academic unit deemed to have under-representation of an equity-deserving group as defined in 17.1.6.3 transmits to the Dean a recommendation for appointment, it shall add the following:

...

- (f) a written summary of reasons why, when 17.1.6.1 and 17.1.6.3 apply, the appointment of a candidate not part of an equity-deserving group is being contemplated, if that is the case.

17.1.6.1 Designated employment equity-deserving groups in academic units

...

*17.1.6.2 **Equity, Diversity and Inclusion Committee (EDIC)** ... 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-deserving 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.

...

17.1.6.3 Criteria

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Nothing in this or other provisions of the collective agreement prevents the University from taking the necessary measures to appoint additional equity-deserving group members to academic units where the University deems this appropriate.

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17.3.3.2 Subject to 17.3.3.3, the appointment of a regular, non-tenured Faculty Member shall be renewed when:

- (a) the conditions specified in the current letter of appointment have been fulfilled;
- (b) the quality of scholarly activities and academic service activities is satisfactory, and the Member's teaching, when evaluated in accordance with article 24, meets expectations;
- (c) the Member has maintained the specific qualifications which correspond to the department's needs and for which they were first hired.

In the case of a first renewal, the appointment of a regular non-tenured Faculty Member may be renewed, even if not all of (a), (b), and (c) above have been met, provided that all of (a), (b), and (c) are likely to be met before consideration for the second renewal. In the case of a second renewal, all of (a), (b), and (c) must be met unless the Parties to the agreement agree otherwise.

When a Dean is evaluating the renewal of the appointment of a Member who is a member of an equity-deserving group, they must take into account the inherent higher equity service workload that such Members are performing with students, colleagues and for the University.

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20.4 Academic service

Academic service activities include specific activities such as the following:

...

- (k) contributing to community projects which are related to the role of the university;
- (l) contributing to community projects, such as those advancing issues of equity, diversity and inclusion, which are related to departmental, faculty or University roles;
- (m) official and ceremonial functions in community or professional organizations;
- (n) work with and within Indigenous communities;
- (o) equity, diversity, inclusion and Indigenization work at the University and in the community;
- (p) mentoring, community service, and committee work that follow from belonging to an equity-deserving group.

29.3.1 A leave of absence with or without pay may be granted by the Employer to a Member for any of the following reasons:

...

- (c) to allow the Member to provide a community, regional, national or international group or project with services relevant to the Member's academic discipline or profession or position within Indigenous organisations within First Nations, Métis Nations, or within Inuit Nunangat;

...

Section 3.3 Information

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

...

(c) yearly reports on June 30:

...

(vi) of information on all new academic leave applications.

(vii) a report to the Association as per 42.1.5,

(viii) a report to that effect to the Association as per 42.2.4.

New Article

Article 42 – Privacy

42.1 Surveillance and Electronic Monitoring

42.1.1 Any surveillance or electronic monitoring, which includes analysis of passively collected electronic data, must be undertaken and used in accordance with University policies and guidelines and relevant legislation.

42.1.2 The Employer shall establish policies to govern who has the authority to initiate surveillance, the duration of any surveillance, where images or audio recordings shall be stored, who shall have access to such recordings, and how long such recordings shall be retained. The Employer shall establish policies to govern electronic monitoring and passively collected electronic data and how such data will be managed. In developing such policies, the Employer shall meaningfully consult and cooperate with the Association in making reasonable provisions to protect the health, safety and security of Members.

42.1.3 The Parties recognize that the safety of Members, staff, students and the general public may require the installation of video cameras, audio recorders or other monitoring devices or practices in public access areas of the campus such as parking lots and garages, walkways, building entrances, exits and hallways. Any such public area subject to surveillance must be identified by a posted notice to that effect unless there is a pressing and substantial threat of unlawful activity and there is a strong probability that hidden surveillance will assist in preventing or detecting this activity.

42.1.4 Surveillance devices and practices shall not be placed or implemented within a Member's office, private workspace, or private laboratory without the consent of that Member. Any such area subject to surveillance must be identified by a posted notice to that effect unless there is a pressing and substantial threat of unlawful activity and there is a strong probability that hidden surveillance will assist in preventing or detecting this activity.

Equity and Protecting Our Rights – Section 3.3 and Article 42 - Privacy

APUO PROPOSAL – Presented to the employer on June 12, 2024

- 42.1.5 The Employer shall log all instances of active surveillance or active electronic monitoring of any Member. Active surveillance or active electronic monitoring activities are those which involve targeting a specific Member. Following any such activities, and at least annually, the University shall share this log with the Association. The log shall indicate who approved the surveillance or monitoring, the duration of the surveillance or monitoring, the location in which the images or audio recordings or data are being stored, who was granted access to such recordings or data, and how long the recordings or data are to be retained.
- 42.1.6 If no active surveillance or active electronic monitoring was undertaken in a calendar year, the Employer shall submit a report to that effect to the Association.
- 42.1.7 Information obtained through surveillance devices and practices, or electronic monitoring shall not be used in any evaluation of a Member’s teaching or research performance, in any renewal, promotion or tenure proceeding, nor shall it be made part of a Member’s Official file.
- 42.1.8 Information obtained through surveillance devices and practices, or electronic monitoring shall not be used in any disciplinary action unless such information shows evidence of unlawful activity or a breach of this Agreement.
- 42.1.9 Information obtained through surveillance devices and practices, or electronic monitoring shall be disclosed only to relevant University administrators in accordance with applicable legislation, University policy and/or the Agreement unless:
- (a) the information indicates the commission of unlawful activity and should be shared with the police or;
 - (b) the information should be shared with others in order to meet the University’s obligation to protect the health, safety and security of Members, students and other employees.
- 42.1.10 The Employer shall make available to Members the conditions under which Members’ personal and professional electronic data and information is shared with software and online services providers and other third parties. The Employer remains accountable for Member information and electronic data shared with third parties.

42.2 Security of Personal and Professional Communications and Data

- 42.2.1 Members have the right to privacy in their personal and professional communications and files, whether on paper or in electronic form, subject to the Freedom of Information and Protection of Privacy Act (FIPPA) and any other legal requirement. The Employer acknowledges that Members’ data, communications, and devices may contain material that is subject to additional privacy and confidentiality requirements, such as data stewardship obligations and additional requirements imposed by research ethics boards.

Equity and Protecting Our Rights – Section 3.3 and Article 42 - Privacy

APUO PROPOSAL – Presented to the employer on June 12, 2024

- 42.2.2 The Provost and Vice-President, Academic Affairs may authorize access to a Member’s computing and network account(s) with the University, and/or a device(s) acquired with Employer administered funds, in the following circumstances:
- (a) if there are reasonable grounds to believe that the Member may be threatening the security and integrity of the computing or network facilities, violating any software licensing agreement, or attempting to access another user’s account or data without that user’s permission;
 - (b) If there are reasonable grounds to believe the Member is committing illegal acts or the Employer must do so to fulfill an order of the court;
 - (c) If there are reasonable grounds to believe that the Member may be threatening the security, health or safety of others;
 - (d) If there are reasonable grounds to believe that the Member is acting in violation of this Collective agreement.
- 42.2.3 When the Provost and Vice-President, Academic Affairs authorizes access to material that is subject to additional privacy and confidentiality requirements, such as data stewardship obligations and additional requirements imposed by research ethics boards, and before the Member’s material is accessed, the Employer shall provide clear notification of and rationale for any intended access to the affected Member and to the Association.
- 42.2.4 If no actions were taken under paragraph 42.2.2 in a calendar year, the University shall submit a report to that effect to the Association.
- 42.2.5 Notwithstanding paragraph 42.2.2, the Employer retains the right to administer its information technology system to block, intercept, prevent or limit the sending or receipt of unsolicited communications and files. The sole purpose of this Article is to enable the University to filter spam, viruses and other similar malicious communications and files.

New Section

*6.6 Special Fund

- 6.6.1 The University shall provide special funding each academic year as set out below, for the purpose of providing assistance to Members in the course of their career. Members of the Special Fund Committee may consider applications from all Members, but shall prioritize Members who belong to equity-deserving groups and/or Members with considerable family status obligations.
- Effective 2025-26 academic year: \$300,000.
- Effective subsequent year: the amount shall be increased each July 1 by ten percent (10%).
- 6.6.2 Members may request assistance in the form of a course release or a research assistant. The total cost associated with the assistance will be limited to the salary cost of the part-time professor who will teach the course, and/or the research assistant.
- 6.6.3 An application for assistance may be initiated by a Member and must be submitted to the Member's Dean no later than October 1. The application must be accompanied by a completed Special Fund form to be jointly developed by the Employer and the Association.
- 6.6.4 Upon receipt of an application, the Dean shall prepare a recommendation. Both the application and the Dean's recommendation must be sent to the Special Fund Committee no later than December 1. The Dean will forward a copy of their recommendation to the Member.
- 6.6.5 **Special Fund Committee** A Special Fund Committee will be chaired by the Vice-President, Academic Affairs and Provost or their delegate and composed of the Vice Provost, Equity, Diversity and Inclusive Excellence or their designate, a Dean, the APUO Equity Officer or their designate, and a Member designated by the APUO Executive Committee. The Committee will determine how to evaluate the requests but shall always identify Family Status, as defined in the *Ontario Human Rights Code*, as the main criteria.
- 6.6.6 The Special Fund Committee shall provide a list with the names of the recommended recipients to the Administration Committee for approval no later than February 1. The list with the names of the approved recipients will be shared with the Association no later than February 15.

New section

***6.7 APUO Communications**

- 6.7.1 Whereas the Parties recognize that the legal obligations and responsibilities of APUO in its representation of its members, both individually and collectively, involve a variety of communication methods, including the use of electronic communications such as e-mail and chat; the Parties agree to the following.
- 6.7.2 The section is not intended to limit or detract from the general principles of confidentiality and/or privilege that apply to communications to and from APUO or its representatives acting on its behalf.
- 6.7.3 All electronic communications to and from APUO accounts (whether such accounts are within or outside the University computer server system), that are not explicitly addressed or copied to the Employer, shall be treated as confidential and privileged.
- 6.7.4 Without limiting the generality of paragraph 6.7.3, all such communications are neither considered by the Employer to be records of the University nor under its custody or control and, except as set out in paragraph 6.7.5, will not be opened, read or used for any purpose by the Employer or any representative or agent of the Employer, unless by order of an arbitrator, court or tribunal of competent jurisdiction.
- 6.7.5 Electronic communications to or from APUO accounts may be accessed when absolutely necessary for the purpose of maintaining the integrity of the University information technology system, it being understood that the onus for proving such as need in the event of a disagreement shall be on the Employer. Such access shall only be made by the University's Information Technology professionals who have signed non-disclosure agreements prohibiting any form of disclosure within or outside the University. Where access is required under the circumstances described above, every effort shall be made to advise APUO twenty-four (24) hours prior to said access, but in any event, notification shall be given to APUO no later than twenty-four (24) hours following such access as well as, to the extent reasonably available, a description of the files accessed, the time and by whom, as well as the reason for the access.
- 6.7.6 Without limited the generality of paragraph 6.7.5, should there be any breach of the terms of this section, including any breach of a non-disclosure agreement, no information obtained from or as a result of such breach may be used by the Employer in any proceedings or disclosed within or outside of the University; APUO shall be notified immediately upon the University becoming aware of such breach and will be provided with a description of the files accessed, as well as, to the extent reasonably available, the time and by whom. Upon the request of the APUO, any information that has been the subject of a breach shall be destroyed or deleted.

Section 8.2 Harassment, Sexual harassment, ~~and/or~~ Discrimination and/or Poisoned or Toxic Work Environment

8.2.1.2 The parties agree that Policy 67a Prevention of Harassment and Discrimination (revised on February 21, 2012) and Policy 67b Prevention of Sexual Violence (as approved on June 23~~7~~, 20~~23~~~~16~~) are incorporated by reference into the collective agreement with the understanding that neither policy replaces or supersedes the collective agreement.

8.2.1.3 Definitions of Terms can be found in Policy 67a (Schedule - Glossary of Terms) and Policy 67b (section 3.2 Definitions). In addition, the Parties agrees to the following additional definitions:

The term “poisoned or toxic work environment” is defined as: harassing and/or discriminatory and/or bullying comment(s) and/or conduct that extends to create a workplace that is intolerable, hostile, and negative.

The term “sexual misconduct” is defined as: means, in relation to a student of an institution,

(a) physical sexual relations with the student, touching of a sexual nature of the student or behaviour or remarks of a sexual nature toward the student by an employee of the institution where,

(i) the act constitutes an offence under the Criminal Code (Canada),

(ii) the act infringes the right of the student under clause 7 (3) (a) of the Human Rights Code to be free from a sexual solicitation or advance, or

(b) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by an employee of the University in a position to confer, grant or deny a benefit or advancement to the student.

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 they are the subject of harassment, discrimination, a poisoned or toxic work environment, and/or sexual violence, they 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.

Equity and Protecting Our Rights – Section 8.2 – Harassment, Sexual harassment, Discrimination and Poisoned work environment

APUO PROPOSAL – Presented to the employer on June 12, 2024

8.2.1.7 No Member shall be penalized in employment for bringing forward a complaint to the HRO made in good faith.

8.2.2 **Confidentiality** All enquiries regarding an alleged incident of harassment, discrimination, a poisoned or toxic work environment, and/or sexual violence will be treated in a confidential manner and in accordance with the Freedom of Information and Protection of Privacy Act. However, under the circumstances listed below, additional legal obligations may be triggered such that the University may not be able to assure confidentiality:

8.2.4.3 Once contact with the HRO has been made, the Officer will meet with the Member to discuss the circumstances, the Member's expectations and outcome sought. The Officer will make every effort to assist the Member and will discuss with the Member possible and safe options to address or resolve the matter, for example:

- a) referral to suitable services or resources available at the University, the Association, or in the community;
- b) providing information to the Member on how they can directly intervene in the situation on their own behalf;
- c) communication with the person involved to inform that person of the alleged harassment, discrimination, a poisoned or toxic work environment, and/or sexual violence that such conduct is unwelcome and must cease;
- d) informal processes such as mediation, facilitated dialogue, coaching or group intervention;
- e) opening a confidential report or incident; or filing a formal complaint.

8.2.5 Formal Complaint Process – Harassment, ~~and/or~~ Discrimination and/or Poisoned or Toxic Work Environment

8.2.5.1 If a formal complaint comprises both elements of sexual violence and other forms of harassment, ~~and/or~~ discrimination and/or poisoned or toxic work environment, for the purposes of this article, it will be considered a sexual violence formal complaint.

8.2.5.8.1 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 and/or poisoned or toxic work environment, as set out in ~~the Schedule – Glossary of terms of Policy 67a (as revised on February 21, 2012)~~ paragraph 8.2.1.3. If the Officer considers that the formal complaint does not

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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 their right to request a review under paragraph 8.2.5.8.2 of this section, and the Officer will provide the applicable timelines and procedures for requesting this review.

8.2.5.8.2 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 and/or a poisoned or toxic work environment.

- a) If the complainant disagrees with the Officer’s determination that the formal complaint is outside the definition of harassment, ~~and/or~~ discrimination, and/or a poisoned or toxic work environment then the complainant may ask the Director of the HRO to review the Officer’s assessment, if the complainant submits the request in writing within fifteen (15) ~~ten (10)~~ business days after the date of the Officer’s determination. Upon review, the Director’s decision is final and will be communicated to the complainant in writing.
- b) If the Director of the HRO considers that the formal complaint in question appears to fall within the definition of harassment, ~~and/or~~ discrimination, and/or poisoned or toxic work environment, an investigator will be appointed as per subsection 8.2.5.9.
- c) If the Director of the HRO supports the finding as determined by the Officer, the matter will end.

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. The determination shall include sufficient reasons to allow the complainant to understand why the complaints falls outside the definition of harassment, discrimination and/or poisoned or toxic work environment.

8.2.5.9 Investigation – Harassment, ~~and/or~~ Discrimination, and/or a Poisoned or Toxic Work Environment

8.2.5.9.1 Where the HRO has determined under paragraph 8.2.5.8.1 that the complaint is within the definition of harassment, discrimination and/or poisoned or toxic work environment, the Officer will appoint an internal or external investigator. The HRO For the purposes of a harassment and/or discrimination formal complaint, article 39.1.2.1 shall apply with the following modification, “the Dean may assign the

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~~investigative procedure to an internal or a third party external investigator.” The Dean may not assign the Officer that assessed the complaint~~ may not assign the Officer that assessed the complaint, as per 8.2.5.8 as the complaint’s investigator. If a review of the assessment as per 8.2.5.8.2 was requested by the complainant, the ~~Dean-HRO~~ may not assign the Director of the HRO as the complaint’s investigator. The investigator will have competence in conducting investigations related to allegations of harassment and/or discrimination. The investigator must not present a conflict of interest to investigate the formal complaint.

The Employer, the complainant, the respondent and appropriate union representatives shall agree to the appointment of the investigator and their language requirement (English, French or bilingual). The HRO must appoint the investigator within fifteen (15) business days of this agreement.

The HRO may notify the Dean that an investigation is being conducted.

- 8.2.5.9.2 When the respondent is a Member, both the complainant and the respondent will be provided with a copy of the formal complaint process of this article when first contacted by the HRO.
- 8.2.5.9.3 The investigation must be done in a timely fashion. The investigation shall be concluded within six (6) months of the written formal complaint being submitted to the HRO, unless both parties’ consent to a timeline extension. The investigator will ask the respondent to respond in writing to the formal complaint. If the respondent does not provide a written response within the time requested by the investigator, the investigation will proceed in the absence of a response. The investigator sends the respondent’s response to the complainant, who can submit a written reply to the investigator within the time requested by the investigator. If no written reply is provided within the time requested by the investigator, the investigator proceeds in the absence of such reply. The respondent will receive a copy of the reply, if any.
- 8.2.5.10.1 The written report will be confidential and contain a summary of the facts and information gathered during the investigation, the investigator’s analysis of the facts and information and the investigator’s conclusion regarding whether or not harassment, ~~and/or~~ discrimination and/or a poisoned or toxic work environment occurred and the role of respondent. The complainant, the respondent and any other party involved will protect and keep confidential the personal information of those involved in the investigation and avoid acts of reprisal.
- 8.2.5.10.2 When the investigation is conducted by the ~~Dean~~HRO, the Officer will send a copy of their investigation report to the complainant, the respondent, the ~~Dean~~HRO and the Association (if applicable).

8.2.6.3 Officer’s assessment

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 sufficient reasons, to the complainant and inform the complainant of their 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. The determination shall include sufficient reasons to allow the complainant to understand why the complaints falls outside the definition of sexual violence.

8.2.6.4.1 Where the HRO has determined under paragraph 8.2.6.3 that the complaint is within the definition of sexual violence, the Officer will appoint a third-party external investigator, with competence in conducting investigations related to allegations of sexual violence, to investigate the complaint, except in the following case: If the complaint is a complaint of sexual harassment, then the Officer can choose to appoint an investigator that is internal to the University with competence in conducting investigations related to sexual harassment and whose status at the University and role as investigator does not present a conflict of interest.

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). The HRO must appoint the investigator within fifteen (15) business days of this agreement.

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LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Sexual Misconduct

WHEREAS the parties agree to update the Sexual Misconduct definition included in uOttawa’s 67b Policy – Prevention of Sexual Violence,

AND WHEREAS the Policy can be found here: <https://www.uottawa.ca/about-us/policies-regulations/policy-67b-prevention-sexual-violence>,

THEREFORE, the Parties agree to the following:

1. The following definition shall be added to paragraph 3.2 of the Policy:

The term “sexual misconduct” is defined as: means, in relation to a student of an institution,

(a) physical sexual relations with the student, touching of a sexual nature of the student or behaviour or remarks of a sexual nature toward the student by an employee of the institution where,

(i) the act constitutes an offence under the Criminal Code (Canada),

(ii) the act infringes the right of the student under clause 7 (3) (a) of the Human Rights Code to be free from a sexual solicitation or advance, or

(b) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by an employee of the University in a position to confer, grant or deny a benefit or advancement to the student.

2. This LOU does not expire.

Equity and Protecting Our Rights – Section 8.2 – Harassment, Sexual harassment, Discrimination and Poisoned work environment

APUO PROPOSAL – Presented to the employer on June 12, 2024

SIGNED at Ottawa, this _____ day of _____ 2024.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator

Housekeeping: Replace “external evaluators” with “outside evaluators”.

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*12.3.1 This section of the file is accessible to the Member, their chair, DTPC, Dean, FTPC and the Joint Committee. It consists of:

- (i) all documentation related to the hiring of a Member including letters of recommendation (identity redacted);
- (ii) all academic leave application documentation referred to in this agreement
- (iii) all contract renewal and promotion and tenure application documentation referred to in this agreement including letters sent to and received from outside evaluators ~~external evaluators~~ (identity redacted);
- (iv) annual reports;
- (v) workload assignments; and
- (vii) direct peer review of teaching (identity redacted).

*12.4.1 Access to this section is regulated by the Dean and consists of:

- i) an inventory of the contents (may be disclosed only to the Member or their delegate);
- ii) non-redacted hiring letters of recommendation (may be disclosed only to DTPC, Chair, FTPC and Joint Committee at the time of hire);
- iii) non-redacted letters sent to and received from outside evaluators ~~external evaluators~~ (may be disclosed to only FTPC and Joint Committee at the time of promotion and tenure);
- iv) non-redacted complaints (may be disclosed only to the Member if the complaint letter is used in disciplinary measures pursuant to article 39);
- v) non-redacted direct peer reviews of teaching (may be disclosed to only FTPC and the Provost and Vice-President Academic Affairs).

*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. Outside evaluators must be qualified to comment on the activities of the member being assessed. 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. Outside evaluators involved in the evaluation of activities related to knowledge of the language and traditional customs, rites, rituals, histories, and teaching of a particular group of people, including Indigenous Peoples in Canada, must be competent to comment on the Traditional/Indigenous knowledge and the activities being assessed. No individual shall be chosen to act as an outside evaluator where they 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.

Equity and Protecting Our Rights – Sections 12,23 – Outside evaluators

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- *23.3.2.9 Through the Dean, the FTPC shall consult the outside evaluators chosen according to 23.3.2.7. The letters soliciting outside evaluators' opinions shall put the question clearly and shall confirm that outside evaluators must restrict their reporting to the specific question. The letters shall include the following statement: “The University recognizes diverse research trajectories and strategies including but not limited to the production of multilingual and open access works”. The Parties agrees that this paragraph may be modified by EDIC. The letters shall indicate the appropriate method for replying and the date by which the evaluation is required. The letters shall be accompanied by:
- (a) relevant portions of this agreement;
 - (b) an up-to-date curriculum vitae, as provided by the Member;
 - (c) copies of the works which the Member has submitted for evaluation.

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

There shall be no document with references to the Member’s teaching.

Members shall receive a redacted version of all documents (the evaluation package) that will be sent to the outside evaluators. The package of documents shall be sent to Members ten (10) days prior to being sent out to the evaluators. Members may comment on the documents and propose modifications within ten (10) days of receiving the package of documents.

Improve Equity and Protect Our Rights – Section 15. 17 – EDIC training

APUO PROPOSAL – Presented to the employer on June 12, 2024

- *15.1.4.2 Before taking office, every newly elected DTPC 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, DTPC 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 DTPC members shall also participate in the program of training on Employment Equity pursuant to 17.1.3.4. In units without a DTPC, the Chair shall participate in the same trainings listed above.
- *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.~~ The Employer shall make available, in consultation with the Association, broad-based resources or training on equity issues to all Association members.

New Paragraphs

***17.1.4 Letter of offer**

17.1.4.1 Prior to offering a letter of appointment as per paragraph 17.1.5, the Employer shall provide a letter of offer to any prospective appointee to a position. The letter of offer of appointment shall set out the nature of the position being offered, rank, duration (where applicable) including, to the degree possible, a job description covering the initial year of employment, and, where applicable, any special requirements that may be applied in determining the future movement of the appointee from pre-candidacy to candidacy and their application for tenure/continuing appointment or promotion (such as the completion of a degree or research in progress). Letters of offer shall also stipulate the initial salary offer by including the following text: “Your salary rate commencing [month and date 20XX] will be \$[amount] per annum.

If the start date associated with a letter of offer is after the end date of the current collective agreement, the letter of offer shall include the following text: “Your salary rate commencing [month and date 20XX] will be \$[amount] per annum increased by the percentage economic increase negotiated in the next collective agreement”.

17.1.4.2 The letter of offer shall also refer to this Agreement and provide a link to an electronic version of same. The following letter, sent on behalf of the President of the Association, shall be provided with the letter of offer:

Dear X:

The Association of Professors of the University of Ottawa is the certified bargaining agent of all persons holding appointments of full-time professors, replacement professors, librarians, language teachers, and Continuing Special Appointments Professors (CSAP) employed by the University of Ottawa. The Association is responsible for negotiating the terms and conditions of employment of this group. In addition to representing the interests of existing employees in this group, if it is requested, the Association will assist candidates who have been advised that they are the successful candidate in preparing to negotiate their potential contract. Assistance must be requested before the letter of appointment is signed. The Association website is www.apuo.ca.

If you require further information or any advice concerning the negotiation of the terms and conditions of your appointment, please do not hesitate to contact the Association at: Suite 1204, 1 Nicholas Street, Ottawa, ON, K1N 7B7; tel. 613 230-3659; email apuo@apuo.ca.

Yours Sincerely,

President
Association of Professors of the University of Ottawa

Fix numbering...

17.7.1.8 Regardless of the method used to fill the position, the person chosen shall be informed in writing of the terms of employment offered: the job description for the offered position, duration of the appointment, rank, ~~salary~~, number of recognized years of prior professional experience as per 23.4.1.1, moving expenses reimbursement provisions in section 40.5, and any applicable specific conditions (ex.: knowledge of the second official language, date of eligibility for a continuing appointment). If the person chosen is not a Librarian already working for the Employer, they shall, at the same time, receive a copy of this agreement.

The document shall also stipulate the initial salary offer by including the following text: “Your salary rate commencing [month and date 20XX] will be \$[amount] per annum.

If the proposed start date is after the end date of the current collective agreement, the letter of offer shall include the following text: “Your salary rate commencing [month and date 20XX] will be \$[amount] per annum increased by the percentage economic increase negotiated in the next collective agreement”.

The document shall also refer to this Agreement and provide a link to an electronic version of same. It shall also include the letter specified in paragraph 17.1.4.2.

Equity and Protecting Our Rights / Workload – Section 22.2 – Scheduling of Teaching

APUO PROPOSAL – Presented to the employer on June 12, 2024

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

...

(j) the language of instruction,

(k) equity factors such as, but not limited to family obligations,

(l) members' availability for teaching on specific workdays or time slots,

(m) the number of graduate students being supervised.

22.2.2.3 As far as possible, the Employer shall not include in the Member's teaching load a course scheduled on a day or at a time specified by the Member as unavailable, it being understood that such scheduling will not be included without prior, meaningful, consultation with the Member.

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

- (a) During the winter term preceding the academic year in question, the Chair shall prepare and forward to the Dean a recommendation regarding the teaching duties, including Members' preferred and unavailable weekdays and time slots, to be assigned to each department Member in the coming academic year.
- (b) Prior to formulating their recommendation, the chair shall meaningfully consult the Member concerned and, where one exists, the DTPC. Procedures for such consultation may be established by the departmental assembly.
- (c) A Member's teaching assignment shall be determined by the Dean upon giving proper consideration to the recommendation of the Member's Chair and any opinions forwarded to the Dean by the Member's DTPC.

New section

***25.5 Indigenous-led and Indigenous Centered Teaching, Research and Scholarly Activity**

25.5.1 Both parties recognize that Indigenous scholars make important and impactful contributions that enable the university to engage in decolonization and reconciliation and to meet the challenges of our time. They enrich contemporary scholarship through Indigenous knowledge, methodologies, and insights. They support the success of Indigenous students while enhancing the knowledge and understandings of all students. Through their research, teaching, and community service, they link the university and Indigenous communities in ways that can benefit both in the short and long term.

The challenge is twofold. The parties agree that:

- a) building and maintaining the relationships that the above involves placing additional complex demands on the time and energy of Indigenous scholars and may require extensive collaboration, and
- b) Indigenous scholars and their work require them to overcome systemic barriers that they and other Indigenous people face.

Accordingly, in order to fully assess the strengths that Indigenous scholars bring to the university, at the request of the professor concerned, all committees involved in assessing their files for tenure and promotion (i.e., departmental and faculty teaching personnel committees as well as Joint Committee) must demonstrate how they have taken into consideration the input of the Indigenous Advisor, as defined in 25.5.2 below, and the often additional demands placed upon the applicant as a scholar who is Indigenous,

These additional considerations may include, but are not restricted to, the following:

- the complexities of conducting and reporting on Indigenous community led research;
- the use of methods of disseminating knowledge that are of relevance to Indigenous communities and to the public;
- participation in collaborative processes, including publication, research granting and presenting on results of research;
- the amount of service to the community, including to the university, and to Indigenous organizations and communities outside the university;
- the length of time needed to develop research relationships with Indigenous communities and continuing efforts to maintain them; and,
- additional teaching and mentorship responsibilities with respect to Indigenous students (undergrad and graduate), as well as recruitment of students and alumni relations.

Equity and Protecting Our Rights – Section 25.5 – Indigenous

APUO PROPOSAL – Presented to the employer on June 12, 2024

25.5.2 When an Indigenous Member’s work is being evaluated, the Member shall have the right to request that an individual (referred to hereafter as the Indigenous Advisor) be chosen to assist in the evaluation.

- (a) The Indigenous Advisor must be an individual who will be familiar with the Indigenous cultural and ontological context from which the Member is working.
- (b) The Member shall have the right to approve the selection of the Indigenous Advisor. No Indigenous Advisor shall be consulted without the Member’s consent.
- (c) The Member shall have the right to designate which aspects of their work, or which specific tasks, the Indigenous Advisor shall be asked to consider.
- (d) Input from the Indigenous Advisor shall be sought and considered in any evaluation of the work the Member has designated, at all stages of consideration of the candidate’s file.
- (e) If an Indigenous community withholds consent around the continuation or dissemination of parts of an Indigenous Member’s work, the efforts that went into the work up to the point where consent was withheld shall be evaluated, as supported by explanation and documentation.

This proposal is made without prejudice.

Sick leave

27.1.1.4 When a member cannot fulfill their assigned teaching responsibilities as a result of starting or ending their sick leave mid-session, the Dean cannot require the member to make up for any missed teaching credits.

Other leaves

29.1.4 When a Member cannot fulfill their assigned teaching responsibilities as a result of commencing or ending a leave mid-session, the Dean cannot require the member to make up for any missed teaching credits.

Parental leave

*29.2.3.5 If the parental leave is taken, remuneration up to a total of ~~eighteen-twenty-six (1826)~~ weeks, as defined by eligibility for the applicable government program, shall be as follows.

- (a) Subject to the applicable government program, the Member may elect to take up to a further ~~twenty-six eighteen (1826)~~ weeks available under the top-up plan as a parental leave. If the parental leave is taken in context of the Member on pregnancy leave, the Member shall then receive remuneration outlined in 29.2.2.3 c) following the conclusion of the parental leave. If the parental leave is taken without the context of a pregnancy leave, the Member shall receive remuneration for the period of ~~twenty-six eighteen (1826)~~ weeks available under the top-up plan.

...

*29.2.4.1 A Member eligible for any of the following special leaves shall return to the position that they held prior to the leave, with no loss of service for seniority purposes:

...

- (c) Family Medical leave: A Member who qualifies for a Family Medical Leave shall be granted an unpaid compassionate care leave as prescribed under the Ontario Employment Standards Act shall receive a supplementary employment benefit computed on the Member's regular salary for a total of eight (8) weeks. For the Employment Insurance waiting period, the Member will receive ninety-five percent (95%) of their regular salary. For the following weeks, the Member will receive the difference between the Employment Insurance benefits to which the member is entitled and ninety-five percent (95%) of their regular salary.
- (d) Critical Illness leave: A Member who qualifies for a Critical Illness Leave shall be granted an unpaid critical illness leave as prescribed under the Ontario Employment Standards Act shall receive a supplementary employment benefit computed on the Member's regular salary for a total of eight (8) weeks. For the Employment Insurance waiting period, the Member will receive ninety-five percent (95%) of their regular

salary. For the following weeks, the Member will receive the difference between the Employment Insurance benefits to which the member is entitled and ninety-five percent (95%) of their regular salary.

...

29.2.4 Other special leaves

*29.2.4.1 A Member eligible for any of the following special leaves shall return to the position that they held prior to the leave, with no loss of service for seniority purposes.

~~*29.2.4.2~~ **Personal leaves** ~~A Member eligible for any of the following special leaves shall return to the position that they held prior to the leave, with no loss of service for seniority purposes:~~

~~(a) Upon request, a Member shall be granted a paid special leave in the following exceptional circumstances: the employee's wedding, the birth of his child, the death of a close relative, and moving their place of residence. The length of the leave is determined based on the articles below.~~

(a) A Member shall be granted a paid special leave of five (5) working days for the death of a close relative. The term "close relative" is limited to the employee's mother, father, foster mother, foster father, sister, brother, spouse, children, mother-in-law and father-in-law.

(b) A Member shall be granted one (1) working day of paid leave for the death of their sister-in-law, brother-in-law, son-in-law, daughter-in-law, grand-parent, uncle or aunt, or that of their spouse. However, if the funeral takes place more than three hundred and twenty kilometres from Ottawa (200miles), an additional day of leave will be granted to attend the funeral.

(c) A Member shall be granted three (3) working days of paid leave for their own wedding.

(d) A Member shall be granted two (2) working days of paid leave when their wife or common-law spouse gives birth.

(e) A Member shall be granted one (1) working day of paid leave for moving their own place of residence.

(f) Deans may grant special leave with pay up to an annual maximum of three (3) working days for any circumstances deemed exceptional, except those already mentioned in this collective agreement for which a predetermined leave is already prescribed.

Equity and Protecting Our Rights – Article 27 and 29 – Various leaves

APUO PROPOSAL – Presented to the employer on June 12, 2024

Exceptional circumstances may include certain emergencies or family duties such as the temporary care of a family member who is sick, a doctor's or dentist's appointment for a family dependant who is unable to travel alone, or an appointment with academic authorities. The Member must make all reasonable efforts to keep such absences from work to a minimum.

(g) In addition to the above-mentioned special paid leave, Member can be granted a special leave without pay as prescribed in the Employment Standards Act for any of the following reasons:

- a disease, an injury, or a personal medical injury;
- the death, sickness, injury or medical emergency of a close relative or dependant;
- an urgent matter concerning a close relative or dependant.

A maximum of ten (10) working days per year will be granted for such occurrences. Each half-day of such leave shall count as a full working day. A reasonable proof of circumstances for such leave shall be provided to the supervisor.

(h) Any paid special leave requires the written consent of the Dean.

(i) A paid special leave can be granted only for those days when the University is open. ~~Personal leave: Members have the right to the special leaves listed in University of Ottawa's Policy 9a.~~

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

...

Leave of absence

*29.3.1

...

Notwithstanding the above, a Member shall be considered on a leave of absence for medical reasons if they are on sick leave past the maximum period of eligibility as per section 27.1.3, and they are not in receipt of long-term disability benefits.

Equity and Protecting Our Right – Article 28 – Vacation

APUO PROPOSAL – Presented to the employer on June 12, 2024

Vacation leave

- *28.1.2 Vacation leave entitlement for Faculty Members, Counsellor Members, and Language Teacher Members is as follows: a Member employed for a full academic year is entitled to twenty-eight (28) days~~one (1) month~~ of vacation leave; a Member employed for less than a full academic year is entitled to a proportionally shorter vacation leave.
- *28.1.8 **Vacation during academic leave** A member must take their allocated number of vacation days as per 28.1.2 ~~one (1) month of vacation leave~~ during any twelve (12) month academic leave and half (0.5) of their allocated number of vacation days ~~month of vacation leave~~ during any six (6) month academic leave.

Vacation leave (librarians)

- ~~28.2.1 For the purposes of this section, one (1) month shall be twenty two (22) working days.~~
- 28.2.12 Vacation leave entitlement for Librarian Members: a Member employed for a full calendar year is entitled to twenty-eight (28) days~~one (1) month~~ of vacation leave; a Member employed for less than a full calendar year is entitled to a proportionally shorter vacation leave.
- 28.2.67 **Vacation during academic leave** A member must take their allocated number of vacation days as per 28.2.1.1 ~~one (1) month of vacation leave~~ during any twelve (12) month academic leave and half (0.5) of their allocated number of vacation days ~~month of vacation leave~~ during any six (6) month academic leave.

New Section

***29.2.5 Laboratory/Supervision and Leaves**

- 29.2.5.1 In order to support Members’ research momentum, when a Member is planning to be away on pregnancy leave (as per 29.2.2), parental leave (as per 29.2.3), family medical leave (as per 29.2.4.1 c), critical illness leave (as per 29.2.4.1 d) or an long-term disability (as per 40.2), and they are managing a laboratory and/or supervising personnel, they may request faculty funds to cover the costs of research needs that arise as a result of the leave. Example of research needs might include the following:
- i) support of a post-doctoral fellow or a graduate student to help manage lab activities or supervise personnel; or
 - ii) funds to bring collaborators to the University during the leave period.
- 29.2.5.2 An application for assistance may be initiated by a Member and must be submitted to the Member’s Dean within twenty (20) working days of advising the Dean of the purpose of the leave.
- 29.2.5.3 Upon receipt of an application, the Dean shall request a recommendation from the FTPC. Once the recommendation is received, the Dean will forward a copy of their recommendation to the Member for written comments. Within ten (10) working days of receiving the Member’s comments, the Dean shall decide on the request. The Dean will forward a copy of their decision to the Association.

Equity and Protecting Our Rights – Section 35.2 - Copyright

APUO PROPOSAL – Presented to the employer on June 12, 2024

*35.2.1.1 Except as provided for in 35.2.1.3 the Parties agree that the Member holds the copyright with respect to any original work produced, even where such work was produced with the use of Employer facilities, support personnel or services where such use does not result in additional cost to the Employer. University policies shall indicate that there should be no unlawful copying and recording of teaching and no unlawful dissemination of teaching materials created by Members.

Equity and Protecting Our Rights – Section 39.1 – Investigative proceedings

APUO PROPOSAL – Presented to the employer on June 12, 2024

39.1.2 Guidelines for investigative proceedings

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

...

(b) any fact-finding procedure, evaluation or request for advice in respect of an individual Member, conducted by the Dean, shall be carried out in conformance with the relevant provisions of this agreement or, where there are no relevant provisions, in a manner appropriate to the alleged cause for disciplinary proceedings. Any fact-finding procedure, evaluation or request for advice conducted by the Dean shall be completed within fifteen (15) working days of the receipt of the allegation. The Dean shall notify the Member in writing of any decision to proceed or not with an investigation into an allegation;

...

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 childcare is a necessary service to all employees of the University and represents a necessary step in ensuring family status equity.

A lack of access to quality childcare means that employees are disproportionately put at a disadvantage in terms of being able to work and fully participate in academic life. Making childcare a necessity not only takes into consideration the changing demographics at the University but provides much needed social support to employees in child-rearing relationships thus permitting them to be better engaged as members in their respective academic and non-academic communities.

WHEREAS the Employer is committed to the goal of ensuring that there is quality childcare for the children of any member of the University of Ottawa community. The Employer acknowledges that the number of available childcare spaces on or near the University of Ottawa campus is severely limited.

WHEREAS the Parties agree that safe, reliable, affordable, and accessible childcare is fundamental to our members' ability to effectively perform their jobs. The Employer agrees that research has consistently shown that career success, commitment, and employee retention are linked to access to quality childcare.

THEREFORE, both Parties agree that the Employer will commit to the creation of one hundred (100) new childcare spaces at market rates at or near the University of Ottawa community by July 2025. Suggested distribution of spaces should be done to contribute APUO members as well as the larger University community as a whole:

- 40 APUO
- 25 Students
- 25 Support Staff
- 10 APTPUO

Equity and Protecting Our Rights – LOU – Childcare

APUO PROPOSAL – Presented to the employer on June 12, 2024

SIGNED at Ottawa, this ____ day of _____ 2024.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Conversion to Continuing Special Appointment Professor

WHEREAS the Parties agree with the principle that at some juncture an employee who has been given consecutive Replacement Professor contracts covering at least seven (7) years in substantially the same discipline area, hereinafter called “Qualifying Members”, shall be able to request a conversion to a Continuing Special Appointment Professor (CSAP) position.

To this end, the Parties agree to the following:

1. Prior to the start of every academic year:
 - a. the Parties will determine the number possible conversion;
 - b. the Employer shall create a seniority list of all Qualifying Members, sorted in descending order of the length of time in Replacement Professor appointments.
2. Every academic year, as many Qualifying Members topping the seniority list as available conversions shall be offered the chance to apply for a conversion of their appointment into a CSAP appointment. If a Qualifying Member refuses the offer, the next Qualifying Member on the seniority list shall be offered the chance to apply.
3. Qualifying Members conversion application shall be managed in a similar way as applications for tenure except that there will be no evaluation of their scholarly activities or service contributions unless formally requested by the Qualifying Member.
4. Qualifying Members who successfully convert their appointment to a CSAP appointment shall:
 - a. have the rank of Assistant Professor unless they already have the rank of Associate or Full Professor;
 - b. be subject to the Associate Professor salary cap unless they have the rank of Full Professor;
 - c. be considered a CSAP in relation to all existing relevant letters of understanding (LOUs);

Equity and Protecting Our Rights – LOU - Conversion to CSAP

APUO PROPOSAL – Presented to the employer on June 12, 2024

- d. after a period of 3 years, be allowed to apply for continuing appointment and promotion to the rank of Associate Professor as per the Continuing Special Appointment Professors (CSAP) LOU ratified in by the Parties in 2021.
5. The Parties agree that all other conditions of all letters of understanding regarding CSAP appointments remain active.
6. The Parties agree that this solution is unique to the Qualifying Members and creates no precedent.
7. This LOU does not expire.

SIGNED at Ottawa, this ___ day of _____ 2024.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Management of Teaching Loads and Leaves

WHEREAS the Parties agree that the management of teaching load allocation and leaves vary in different Faculties and that inconstant management can create inequities.

To this end, the Parties agree to clarify how teaching load allocation and various leaves are to be managed as follows:

1. Members', including language teachers, replacement professors and CSAP, teaching loads shall be assigned as per the collective agreement and the Faculty's teaching load allocation process, **without any consideration** of any academic, professional, pregnancy, parental, academic or sick leave.
2. Notwithstanding the previous point, when the Faculty has confirmation that a Member shall be on leave for the entire academic year, a teaching load need not be allocated.
3. If a Member is unable to teach a course due to a leave, the courses shall be removed from the Member's teaching load. Members shall not owe or be required to reimburse any course credits or teaching load that was removed due to a leave. A Member on leave shall not be subject to a teaching load credit recalculation.
4. This LOU does not expire.

SIGNED at Ottawa, this ___ day of _____ 2024.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

New PTR for Librarians

WHEREAS the Parties recognizes that they have implemented a “new PTR” increment formula for Faculty Members, but not for Librarians.

THEREFORE, the Parties agree to the following:

1. To create, within two (2) months of the ratification of the collective agreement, with a start date of May 1, 2024, a committee comprised of two (2) representatives appointed by the Employer, and two (2) representatives appointed by the APUO. The parties shall advise each other of their nominees in writing prior to the first meeting.
2. The committee's mandate is to, based on the work done historically with Faculty Members, to create a “new PTR” increment table for Librarians. The committee shall ensure that the new structure:
 - a. is similar in function to the Faculty Members’ “new PTR”,
 - b. does not negatively impact career pensionable earnings, and
 - c. include an effective date for the “new PTR” implementation.
3. Any member of the committee may call upon, if necessary, the resource people they deem appropriate to assist them completing the mandate.
4. The committee shall produce a report within three (3) months of starting their work.
5. The “new PTR” increments shall be in effect by May 1, 2025.
6. This LOU expires after it has been fulfilled.

SIGNED at Ottawa, this ___ day of _____ 2024.

Equity and Protecting Our Rights / Salary and Benefits – New LOU - New PTR for Librarians
APUO PROPOSAL – Presented to the employer on June 12, 2024

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator