

Nouvelle section

***4.5 Application de la convention collective**

4.5.1 Les parties conviennent que dans l'application de la convention collective, les règles de la justice naturelle et de l'équité guident les parties.

4.5.2 Les parties reconnaissent que :

- a) la collégialité est un principe fondamental de la vie universitaire.
- b) l'Université est une communauté mobilisée pour offrir une expérience étudiante unique et pour faire émerger une culture scientifique audacieuse et ouverte, ancrée dans les défis sociétaux et résolument interdisciplinaire. Elle est également humaniste, investie dans le rayonnement des arts et engagée à former une relève embrassant avec conviction les grands enjeux de société.

Sans limiter la portée de ce paragraphe, cette reconnaissance implique que les membres de l'Association sont au cœur de la gouvernance de l'université et participent démocratiquement aux décisions concernant ce que doit être l'Université au moment présent ainsi que dans l'avenir.

Les parties reconnaissent que la transparence est une composante essentielle de la collégialité.

Les parties sont responsables conjointement de l'application de la présente clause.

4.5.3 L'employeur consulte de manière significative l'Association de toute nouvelle politique ou règlement nouveau ou modifié ayant une incidence sur les membres de l'Association.

4.5.4 Les parties reconnaissent le caractère d'université complète de l'Université d'Ottawa qui, dans ses enseignements et ses recherches, couvre les principaux domaines du savoir, en adéquation avec l'évolution des champs disciplinaires. Les parties reconnaissent également que le caractère d'université complète est une richesse à préserver et qu'il favorise notamment l'interdisciplinarité.

4.5.5 Les parties s'engagent à maintenir de bonnes relations de travail et prioriser les échanges constructifs.

New sections

- *11.1.5 Members are responsible for ensuring that they reach and maintain the knowledge level of the second language required as per their initial regular appointment. Upon request of the Member, they shall have access to any necessary second language training such as to, but not limited to, second language courses and one-on-one training sessions from the OLBI.
- *11.1.6 Regular Members who are required to reach passive knowledge of their second language to obtain tenure or continuing appointment or who want to further develop their knowledge in the second language, may request teaching releases to allow them time to learn and/or maintain their competency under the following conditions:
 - (a) Pre-tenured or pre-continuing appointment: At least two (2), three-credit course teaching releases shall be approved by the Dean, which shall not be unreasonably refused.
 - (b) Tenured: At least two (2), three-credit course teaching releases shall be approved by the Dean, which shall not be unreasonably refused.
- *11.1.7 Regular Members who are required to reach active knowledge of their second language to obtain tenure or continuing appointment may request teaching releases to allow them time to learn and/or maintain their competency under the following conditions:
 - (a) Pre-tenured or pre-continuing appointment: At least four (4), three-credit course teaching releases shall be approved by the Dean, which shall not be unreasonably refused.
 - (b) Tenured: At least four (4), three-credit course teaching releases shall be approved by the Dean, which shall not be unreasonably refused.

***17.2.2 Visiting Professor**

- *17.2.2.1 A person may be appointed as a Visiting Professor in an academic unit, provided:
- (a) the appointee is a recognized scholar or artist whose presence will enhance the breadth or quality of the University's scholarly or teaching activities; and
 - (b) the appointee holds a continuing appointment, or has established a career, outside the University of Ottawa, or is retired, or -is recommended for appointment by the uOttawa Scholars at Risk (SAR) committee.
- *17.2.2.2 The initial appointment of a Visiting Professor shall be for a term not exceeding twenty-four (24) months. A Visiting Professor may be reappointed once, it being understood that the total duration of the appointment may not exceed thirty-six (36) months.
- *17.2.2.3 **Consultation** In the matter of appointment or reappointment of Visiting Professors, the decision is made by the Employer after meaningful consultation with the department concerned and its chair. The procedures governing such consultation shall be established by the department assembly.

Notwithstanding the above, any consultation regarding an appointee recommended by the uOttawa SAR committee shall allow for a presentation by a representative of the SAR committee or documentation produced by the SAR committee.

17.2.2.4 Benefits for Scholars at Risk appointees

- (a) As long as the SAR committee recommends at least one qualified appointee, the Employer shall recruit at least one new SAR appointee per academic year.
- (b) The Employer shall provide the SAR appointees with the benefits listed here: 40.1.1 (Employee benefit plans), 40.2 (LTD), 40.5 (Relocation Expenses), 40.6 (Tuition fees), 40.8 (PER) and 40.11 (HCSA).
- (c) The Employer shall provide assistance to SAR appointees to obtain a Canadian Work permit for the SAR appointee and their family members, and to seek and apply for outside funding.

High Quality Education and Research – Section 17.5 – Adjunct Professors

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

Section 17.5 Adjunct professors

17.5.1 Adjunct Professors

*17.5.1.1 A scholar, a librarian, an artist or a professional may be appointed as an Adjunct Professor in a University of Ottawa academic unit, for the purpose of performing a specific and valuable academic function -- such as supervising internships, research or theses, or conducting seminars, workshops or special classes -- which is not in the circumstances performed by members of the academic staff.

New section

***Section 19.4 Program amalgamation, merger or suspension**

- 19.4.1 Only the uOttawa Senate is authorized to amalgamate, merge or suspend academic credit programs. The suspension of an academic credit program is defined as suspending student registrations.
- 19.4.2 The amalgamation, merger or suspension of academic credit programs requires notice to and prior, meaningful, consultation with the appropriate Departmental Assembly, the Chair, the Faculty Executive Committee and the appropriate Faculty Council; and the approval of Senate to the extent provided for in the University of Ottawa Act, 1965.
- 19.4.3 For the purposes of section 19.4, meaningful consultation shall mean that the Departmental Assembly, Chair, Faculty Executive Committee, and Faculty Council shall be asked to submit their recommendations regarding the proposed amalgamation, merger or suspension to Senate or a committee designated by Senate, and that each body shall also have the right to meet with and discuss the amalgamation, merger or suspension with Senate or a committee designated by Senate. Meaningful consultation also means that the affected Department, Chair, Faculty Executive Committee or Faculty Council shall be given 90 days from the date of notice in which to make their recommendations and in which to meet with Senate or a committee designated by Senate prior to any Senate decision with respect to the amalgamation, merger, suspension or closure.

*22.2.1.9 **Teaching assistance:** The Parties agree with the objective of maintaining class sizes and formats that are conducive to pedagogical soundness, and the Employer agrees that Members should be provided with sufficient teaching assistance. More particularly,

(a) the assignment of teaching assistants to Members provided for under a teaching assistant allocation norm or policy in a department shall follow the rules below:

A) **TYPES OF COURSES:** The parties recognize five (5) types of courses:

- Type "A" Courses: courses with no written assignments and without examinations that cannot be computer marked.
- Type "B" Courses: courses with either written assignments or examinations which are not computer marked.
- Type "C" Courses: courses with written assignments and with examinations which are not computer marked.
- Type "D" Courses: courses which, by their nature, consist primarily of individual attention teaching or of small group interactions, e.g. second language teaching, problem solving sessions, and the like.
- Type "E" Courses: courses with group discussions and/or labs in addition to the lectures.

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Members shall inform their Chair of the type of course they intend to use for all their assigned courses.

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B) Any assistance provided to a member must be in the course's primary language of instruction.

C) Members teaching a Type "A" course shall be assigned teaching assistance which shall be at least at the rate of 2.5 hours of teaching assistance for each credit value of the course for each block of ten (10) students or portion thereof exceeding the critical number of seventy registered (70) students.

D) Members teaching a Type "B", "C", "D" or "E" course shall be assigned teaching assistance which shall be at least at the rate of 2.5 hours of teaching assistance for each credit value of the course for each block of five (5) students or portion thereof exceeding the number of registered students as per the following:

- Type "B" courses, critical number of fifty (50) students.
- Type "C" courses, critical number of forty (40) students.
- Type "D" courses, critical number of thirty (30) students.
- Type "E" courses, critical number of twenty (20) students.

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E) Assistance shall be provided from the commencement of the course where the initial student registration number exceeds the critical number, but the assistance may be modified so as to reflect the actual student registration number as of the first official enrolment reporting date after the commencement of the course.

High Quality Education and Research / Workload – Section 22.2 - Teaching Assistance
APUO PROPOSAL – Presented to the employer on June 12, 2024

- F) Where the initial student registration number is equal to or less than the critical number but actual student registration number as of the first official enrolment reporting date exceeds the critical number, assistance shall be provided as set out in this article.
- G) If the student registration number in a Type “E” course does not reach the critical number, teaching assistance shall be assigned to members provided for under a teaching assistance allocation norm or policy in an academic unit.
- H) The number of students registered in a given course is the official number of registered students as established by the Office of the Registrar immediately after the date indicated in the University calendar as the last day for changes in course selection for a given term.

marking and grading assistance on the following basis if requested by the Member:

~~(i) — a Member teaching a course with written assignments and with examinations which are not computer marked shall be assigned at least two and a half (2.5) hours of marker/grader assistance for each credit value of the course, for each block of five (5) students or portion thereof exceeding forty five (45); such assistance shall be provided from the time the enrolment number exceeds forty five (45) but may be adjusted to reflect the actual enrolment as of the first official enrolment reporting date after the commencement of the course;~~

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

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

VOLUNTARY RETIREMENT INCENTIVE PROGRAM

WHEREAS the parties agree that this voluntary retirement incentive program is in the best interests of the employees in the bargaining unit represented by the Association and is intended to provide a voluntary retirement incentive that is in accordance with employment standards and human rights legislation;

THE PARTIES AGREE TO THE FOLLOWING TERMS:

1. Regular Faculty Members of the bargaining unit, as described in Article 1 of the collective agreement between the parties (a “member”), Continuing Special Appointment Professors with continuing appointments, tenured Language Teachers and Librarians with continuing appointments who, as of 1 July, 2024, have 20 years or more of actual Credited Service as defined in the University of Ottawa Pension Plan, may apply to retire from employment in exchange for a voluntary retirement incentive payment. A Member who is already in receipt of a retirement pension payable under the University of Ottawa Pension Plan, or a member who has received any amount payable under articles 40.3 of the collective agreement between the parties, is not eligible to apply for a voluntary retirement incentive payment. A member in receipt of LTD benefits may elect to retire but will no longer be eligible for LTD.
2. The amount of the voluntary retirement incentive payment shall be equal to the Member’s nominal annual salary at the date of retirement and shall be paid in a single lump sum payment as a retiring allowance subject to applicable statutory deductions. At the request of the Member, the incentive payment can be made in two (2) installments over two (2) calendar years for tax purposes.
3. An application to voluntarily retire shall arise only pursuant to an application by a Member and shall not be imposed by the employer and must be made by no later than June 30, 2025.

High Quality Education and Research – New LOU – Voluntary Retirement Incentive Program

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

4. The eligible Member shall be entitled to the voluntary retirement incentive payment only after an irrevocable retirement agreement in the form determined by the employer has been signed by the Member. The irrevocable retirement agreement shall document the amount and timing of the voluntary retirement incentive payment.
5. A Member who becomes entitled to a voluntary retirement incentive payment shall not be entitled to any amounts under article 40.3 of the collective agreement between the parties.
6. The date of a Member’s retirement shall be determined by the employee which shall not be prior to the completion of their scheduled teaching duties in a given term nor after the expiry date of this LOU.
7. This LOU expires at the end of the collective agreement.

SIGNED at Ottawa, this _____ day of _____ 2024.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator