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Presented June 12, 2024

ARTICLE 3 L'unité de négociation – The bargaining unit

Section 3.1 Reconnaissance – Recognition

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

(a) the President, the Vice-Presidents and Associate Vice-Presidents, the University Chief Negotiator, the Provost and Vice-President Academic Affairs' office Liaison Officer, the Deans and administrative exclusions, the director of the Counselling and Personal Development Service, the Vice-Deans, the Chairs, the University Librarian, five (5) Associate University Librarians appointed by the University Librarian for the purposes of assisting with staff relations under this agreement, persons holding acting appointments and so acting in the above positions, and persons on leave pursuant to article 17.6.4.4 (c);
(...)

(c) persons engaged in:

- (i) the practice of medicine in the course of clinical teaching of medicine, and research fellows appointed in a clinical department of the Faculty of Medicine;
- (ii) the practice of clinical psychology in the course of clinical teaching of psychology in a hospital setting, or persons who are clinical psychologists appointed to a hospital;
- (iii) the practice of pharmacy in the course of clinical teaching of pharmacy;
- (iv) the practice of nursing, nutrition sciences, and rehabilitation sciences in the course of clinical teaching of nursing, nutrition sciences, and rehabilitation sciences.

(...)

Section 3.3 Information – 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:

(...)

(d) yearly reports on October 31:

(...)

(iv) a Members list with the determination of the NMS pursuant to section 2.4 of Appendix F.2;

(iv) of information on all new promotion and tenure applications;

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

(...)

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Section 3.5 Applicabilité aux bibliothécaires, aux membres du personnel enseignant de langue, aux conseillères ou aux conseillers, ~~et~~ aux chercheuses-boursières ou aux chercheurs boursiers et aux membres PESC – Applicability to Librarians, Language Teachers, Counsellors, ~~and~~ research fellows and CSAP Members

*3.5.1 Except as provided for by the exclusion of applicability to Librarians in 3.5.2, Language Teachers in 3.5.3, ~~or~~ Counsellors in 3.5.4, or Continuing Special Appointment Professors (CSAP Members) in 3.5.6, the provisions of this agreement shall apply to all Members, *mutatis mutandis*, and, in the case of: (...)

*[NEW] 3.5.6 CSAP Members

3.5.6.1 Articles 16, 17.1.4.3 b), 17.2, 17.3.1, 17.3.2.2, 17.3.3, 17.7, 17.8, 17.9, 18, 20.5, 20.6, 20.7, 21.2, 21.3, 21.4, 22.3, 22.4, 22.5, 23.5, 23.6, 25.2.1, 25.2.2, 25.3.3, 26, 28.1.8, 28.2, 29.2.4.1 e), 29.4, 30, 31, 38.1.4 do not apply to CSAP Members.

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ARTICLE 5 Administration générale – General administration

Section 5.1 Milieu de travail – Working environment

5.1.4 Health and Safety

*5.1.4.1 The Employer is committed to maintaining a healthy and safe work environment. The Parties recognize their shared responsibilities as per the *Ontario Occupational Health and Safety Act* and acknowledge that if there is a discrepancy between legislation and this article that legislation supersedes this Collective Agreement. The Employer acknowledges its responsibility to provide a safe and healthy working environment, and to provide any facilities, supplies, procedures and services required by the legislation to protect the health, safety, and security of employees as they carry out their responsibilities of employment on the Employer's premises. The Parties agree that the Employer shall provide, and the Members shall make use of, protective equipment whenever such equipment is required by the legislation or the regulations pertaining to the legislation for the safe performance of the Members' responsibilities of employment.

*5.1.4.2 The Employer agrees to provide, and Members (including those who direct the work of others or are responsible for safety measures) agree to complete, adequate training, including legislated and mandatory training required by the University, on a regular basis in order for them to comply with industry and institutional requirements for a healthy and safe work environment. The Employer agrees to provide adequate training on a regular basis for those Members who direct the work of others or are responsible for safety measures in order for them to comply with industry standards for a safe work environment.

Section 5.2 Recommandations et décisions – Processing recommendations and decisions

5.2.2 DTPC, chair, FTPC, and Dean

*5.2.2.7 Subject to any exceptions stated elsewhere in this agreement, the documentation available to the DTPC, the FTPC and the Dean shall be identical except that:

- (a) while the FTPC shall have access to the Faculty file: Career development and parts ii), iii), iv) and v) of the Faculty file: Confidential section of the Member's file, evaluations contained therein shall only be available to the DTPC in the form of copies which do not in any way identify the author;
- (...)

5.2.3 Notification and correspondence

*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

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of receipt of same shall be three (3) working days from the date of mailing **or one (1) working day from the date of e-mail** unless there is evidence to the contrary.

Section 5.5 Autres dispositions administratives – Other administrative provisions

5.5.2 Department assembly

*5.5.2.1 For any department, the *department assembly* shall **be defined as in article 195 of the document entitled *University Government*, as amended from time to time by the Senate after consulting the department assembly or assemblies concerned. As defined in article 195, the departmental assembly shall** consist of full-time Professors, as defined in 5.5.2.2, **part-time Professors, subject to the provisions of the APTPUO Collective Agreement,** and a set number of its students.

*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, **and** Adjunct Professors **and Professors excluded pursuant to section 3.1.3.1.**

(...)

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ARTICLE 6 Droits de l'Association – Rights of the Association

Section 6.3 Activités de l'Association – Association activities

*6.3.4 **Subject to Association's payment to the Employer for replacement costs, and not**withstanding 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 **Subject to Association's payment to the Employer for replacement costs, and** 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 **Subject to Association's payment to the Employer for replacement costs, and** 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 their Dean. A Member may not accumulate more than two (2) such deferred reductions.

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ARTICLE 8 Absence de discrimination – Absence of discrimination

Section 8.1 Absence de discrimination – Absence of discrimination

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

~~Section 8.2 Harcèlement, harcèlement sexuel et discrimination – *Harassment, Sexual harassment and/or Discrimination
(...)~~

The Employer proposes to strike Section 8.2 from the Collective Agreement and renumber Section 8.3 accordingly.

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ARTICLE 12 Dossier de la ou du membre – Member's files

Section 12.4 Partie de la faculté : section confidentielle – Faculty File: Confidential

***12.4.1** Access to this section is regulated by the Dean and **parts ii), iii), iv) and v) are accessible to the Joint Committee. This section** consists of:

(...)

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ARTICLE 13 Grievs et arbitrage – Grievances and arbitration

Section 13.1 Définitions – *Definitions

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 13.5~~. A private grievance may be pursued beyond Step ~~21~~ only where the subject matter involves an Employer decision with respect to tenure, promotion or discipline.

Section 13.2 Dispositions générales – General

~~*13.2.2 Only a Party shall have the authority to settle or withdraw a grievance. It is understood, however, that t~~he Association shall not pursue a Member's grievance which it has assumed where the grievor wishes to settle or withdraw the grievance, but this shall be without prejudice to the position of the Association in dealing with subsequent grievances of a similar nature.

13.2.3 ~~Time limits for the initiation of grievances under 13.4.1 are mandatory.~~ The time limits for filing of letters of disagreement under 13.3.1 ~~and 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.

Section 13.3 Avant le grief : Recommandation défavorable – Pre-grievance: Unfavourable recommendation

*13.3.4 The Employer's Liaison Officer shall arrange for a meeting to be held within ~~ten-fifteen (15)~~ working days of receipt of the brief, or such other time as agreed to by the Liaison Officers, to be attended by the Liaison Officers or their delegates, the concerned Member, and the Dean ~~or their delegate~~. The provisions of 13.4.3 apply to such a meeting, *mutatis mutandis*.

Section 13.4 Étape 1 : Présentation d'un grief – Step 1: Filing a grievance

*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, ~~or their delegate~~, it being understood that:

(...)

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Section 13.5 Étape 2 : Médiation – Step 2: Mediation

*13.5.1 Where a grievance is not resolved at Step 1, the grievor **(or the Association, where the grievance has been assumed)** 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-Party** not request mediation, the grievance may be referred to Step 3: Arbitration pursuant to section 13.5.7.

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ARTICLE 17 Engagements – Appointments

Section 17.1 Dispositions générales – General provisions

17.1.1 Types of appointment

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

(...)

(f) the appointment of CSAP Members, in which case the provisions of Appendix K shall apply.

(...)

17.1.3 Procédures de sélection - Selection procedures

*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.

17.1.7 Spousal Appointments

17.1.7.1 This Section shall apply when a candidate who is under consideration, or who has been recommended, for an academic appointment states that their acceptance of an offer is contingent upon their spouse obtaining an academic appointment. This Section shall also apply when an academic states that their continued employment is contingent on their spouse obtaining an academic appointment.

17.1.7.2 The Department in which the spousal appointment would be sought must first consent to the consideration of the spousal applicant as the sole candidate, and so recommend to the Dean.

17.1.7.3 Provided that the Department and the Dean consent, the advertising requirement in Section 17.1.2 shall be waived so that the spousal applicant may be considered as the sole candidate.

Section 17.2 Dispositions applicables aux ~~engagements spéciaux à durée limitée- membres du personnel enseignant remplaçant, aux membres du personnel enseignant invité, aux membres du personnel enseignant détaché, aux chercheuses-boursières ou chercheurs-boursiers et aux titulaires de chaire~~ – Provisions applicable to ~~limited term special appointments~~ Replacement Professors, Visiting Professors, Seconded Professors, Research Fellows, and Chairholders

17.2.1 Replacement Professor

*17.2.1.2 **Contract length** Except for the situations listed below, replacement appointment shall be of for a period of ~~either~~ twelve (12) ~~to~~ twenty-four (24) ~~or~~ thirty-six (36) consecutive months and are non-

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renewable. ~~The initial appointment of a replacement Professor shall end either on June 30 or December 31.~~

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 an Indigenous Knowledge Keeper or other recognized expert in Indigenous language and culture, or artist whose presence will enhance the breadth or quality of the University's scholarly or teaching activities; and
- (b) (...)

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ARTICLE 21 Droits et responsabilités – Rights and responsibilities

Section 21.1 Membres du personnel enseignant syndiqué – Faculty members

***21.1.3** A Faculty Member shall:

(...)

(i) provide their course outlines to the appropriate authority for archiving.

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ARTICLE 22 Charge de travail – Workload

Section 22.2 Enseignement – Teaching

22.2.1 Teaching load

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

(a) when a Member's teaching skills justify a heavier involvement in teaching and the FTPC finds, in light of the Member's annual report, that the time for doing so is available because of a lesser involvement of the Member in scholarly activities or academic service; **or**

(b) in the case of a replacement Professor in the first year of employment, provided the Professor is not required to do research beyond that necessary for their teaching and is not expected to assume any academic service activities; **or**

c) in the case of CSAP Members.

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ARTICLE 23 Revue et évaluation – Review and Evaluation

Section 23.1 Dispositions générales – General provisions

23.1.2 Annual reports

*23.1.2.2 Each Member shall include in their annual report a general description of the scholarly activities to which they intend to devote a portion of their time during the next academic year, it being understood that these may change due to circumstances not foreseen at the time of filing the report.

Moreover, each Member may describe in their annual report their individual efforts to advance reconciliation with Indigenous peoples, as well as equity, diversity, and inclusion.

Furthermore, a Member eligible to apply for tenure or promotion in the next academic year shall indicate their intention to do so, if known. A Member who intends to apply for tenure or promotion may submit the information related to outside evaluators as specified in articles 23.3.2.4 and 23.3.2.5.

Section 23.2 Évaluation du rendement des membres du personnel enseignant syndiqué – Assessment of a Faculty Member's performance of workload duties

23.2.1 General

*23.2.4.2 Except as otherwise provided for in this agreement, any formal evaluation of a Faculty Member's performance of workload duties shall give proper consideration to their performance in each of the three (3) components of workload, namely teaching, scholarly activities, and academic service.

It is understood that a certain level of participation in the work of committees of a department, a faculty, or the university is expected from Members for academic service to be deemed satisfactory.

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ARTICLE 28 Vacances, jours fériés et absences – Vacation leave, holidays and absences

Section 28.1 Vacances – Vacation leave

*28.1.2 Vacation leave entitlement for Faculty Members, Counsellor Members, and Language Teacher Members is as follows: a Member actively employed for a full academic year is entitled to one (1) month of vacation leave; a Member employed for less than a full academic year is entitled to a proportionally shorter vacation leave. Members on non-statutory leave without pay shall be entitled to a pro-rated amount of vacation.

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ARTICLE 29 Autres congés – Other leaves

Section 29.2 Congé de naissance ou adoption d'une ou d'un enfant, congé de grossesse et congé parental – Birth or adoption leave, Pregnancy leave, and Parental leave

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:

(a) **Personal leave:** Members have the right to the special-following leaves listed in University of Ottawa's Procedure 18-12 of Policy 9: Section 7- Bereavement Leave; Section 8 - Leave for a Wedding; Section 10 - Special Leave Policy 9a.

(...)

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ARTICLE 38 Démission et droits des membres retraités et retraités – Resignation and rights of retirees

Section 38.1 Le personnel enseignant émérite – Emeritus professor

*38.1.1 An Emeritus Professor shall be judged to have made an **exceptional outstanding** contribution to university life **either** through research, **service** or teaching or through contribution to other areas of university activity and, at the time the rank takes effect, be retired from the University of Ottawa. **The term outstanding shall be given the meanings articulated in this agreement as they relate to the areas in which outstanding contribution is being asserted.**

Notwithstanding the above, a Member shall be deemed to have made an “exceptional contribution” for the purpose of 38.1.1 when they have been a Full Professor for at least ten (10) years at the University of Ottawa.

*38.1.2 **A decision to award or not to** the rank of Emeritus Professor **is awarded shall be made** by the **Board of Governors Joint Committee** upon recommendations of the Dean and FTPC, following a request by the individual.

The request shall be made within six (6) months before or twelve (12) months after the individual ceases to be a member of the regular staff of the University of Ottawa and is eligible for retirement.

Notwithstanding article 38.1.1, individuals with extensive disciplinary records may be denied the rank of Emeritus Professor.

The rank of Emeritus Professor may be revoked by the Joint Committee for cause.

Section 38.2 Personnel retraité : privilèges et avantages – Retirees' privileges and benefits

38.2.5 Insurance programs

~~*38.2.5.1 Retirees may avail themselves of the group coverage for private or semiprivate hospital room available to Members, at the rate applicable for current Members.~~

Renumber following sub-articles accordingly.

Commented [u01]: New APUO retirees who elect to continue health insurance automatically have hospital coverage included and the hospital coverage ends at 65 or when they stop the health care if earlier.

The optional hospital insurance was available to APUO employees who retired prior to May 2017 but the election was done when they retired, so the paragraph can be removed.

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[NEW] Appendix K Continuing Special Appointment Professors (CSAP)

The Parties agree that the contents of the below [NEW] Appendix K, *Continuing Special Appointment Professors (CSAP)*, hereby replaces all previous Letters of Understanding (LOU) relating to Continuing Special Appointment Professors (CSAP), Continuing Limited-Term Professors (CLTP), Limited-Term Replacement Professors (LTRP), Teaching Associates, and 5-Year Special Appointments. For greater clarity, all previous LOU's relating to these special appointments are hereby rendered null and void.

The Parties agree that this solution is unique to the CSAP Members and creates no precedent.

This Appendix applies to existing CSAP Members upon ratification and any newly appointed CSAP Members.

***K.1 DEFINITIONS**

*1.1 *Continuing Special Appointment Professors (CSAP)*: a person appointed in the bargaining unit as a primarily teaching-focused full-time member of the academic staff, holding the rank of Assistant Professor at the time of their initial appointment, and who demonstrates excellence in teaching and pedagogical leadership.

*1.2 *Continuing Appointment*: an indeterminate appointment which may be granted to a CSAP Member following a limited-term appointment of five (5) years and a satisfactory performance evaluation and in accordance with Article 17.3 of the Collective Agreement, excluding Articles 17.3.1 and 17.3.2.2.

***K.2 APPOINTMENTS**

*2.1 The initial length of a first CSAP appointment leading to a Continuing Appointment is five (5) years.

*2.2 All CSAP Members shall be granted a new five (5) year renewable contract at the end of their current contract, at the rank and title of Assistant Professor (unless if already at a rank above Assistant Professor). The renewal criteria and procedures shall follow Article 17.3 of the Collective Agreement, excluding Articles 17.3.1 and 17.3.2.2.

*2.3 For CSAP members who do not hold a Continuing Appointment, the maximum period of appointment is 5 years.

*2.4 CSAP Members will be subject to the Associate Professor salary cap.

*2.5 CSAP Members are expected to have a PhD or the equivalent in the relevant discipline.

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***K.3 WORKLOAD**

*3.1 The workload of CSAP Members will normally involve teaching, academic service activities, and the expectation of continuing development as an educational professional through scholarly activities. They may have independent responsibilities for designing and teaching courses and laboratories or significant components of courses and laboratories. CSAP Members will be expected to play a central role in writing and updating curricula which integrates innovative pedagogical approaches. CSAP Members will be committed to fostering excellence in teaching and learning at the University of Ottawa.

*3.2 It is understood that the scholarly activities may be mainly or even exclusively of a pedagogical or professional development nature, in the pedagogy of the discipline, and these will be given full recognition under the Collective Agreement.

*3.3 The assignable workload may be comprised of the activities listed under Article 20.2 of this Collective Agreement.

*3.4 Other teaching or academic service activities can involve:

- a) training and mentoring teaching assistants;
- b) assisting in the direction of honours students' projects;
- c) participating in outreach activities;
- d) demonstrating leadership in undergraduate education;
- e) developing the curriculum in the context of departmental procedures;
- f) engaging in pedagogical innovation (for example, by integrating Universal Design in Learning, Experiential Learning, etc.);
- g) assuming the responsibilities of a Teaching Evaluator, as described in Article 24.2.2;
 - i) it is understood that CSAP Members may only assume the responsibilities of a Teaching Evaluator following the successful completion of their initial appointment.
- h) assuming responsibilities for any aspect of drop-in centers, including organization and coordination, tutoring students, and supervising teaching assistants in their role as tutors, and;
- i) performing such other reasonable duties related to teaching and/or academic service.

***K.4 PERFORMANCE EVALUATION**

*4.1 Performance will be assessed annually on the basis of an annual report following procedures parallel to these applicable in the case of regular professors.

*4.2 Performance will be assessed on teaching effectiveness, scholarly activity, and academic service activities in accordance with the Collective Agreement.

*4.3 The TPCs and other bodies involved in any review and/or renewal process will receive clear instructions on the profile of CSAP Members and what is expected from them in terms of performance, in particular, the nature of the scholarly activities undertaken.

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*4.4 If outside evaluators are ever used, the selection of the evaluators will reflect an expertise in pedagogy.

***K.5 CONTINUING APPOINTMENTS AND PROMOTION**

*5.1 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.

*5.2 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.

*5.3 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 Article 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 Article 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 Article 23.3, during which the opinion of three (3) outside evaluators will have been obtained, in accordance with Article 23.3.2.
- d) The CSAP Member has undertaken academic service activities which are, in accordance with Article 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 Article 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

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accordance with the provisions of Article 11.

*5.4 CSAP Members will be considered regular tenured professors in relation to holding any academic administrative positions.

*5.5 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.

*5.6 In the event that a CSAP member successfully obtains a regular tenure-track position with the Employer, the CSAP position can then be reposted.

***K.6 PROFESSIONAL LEAVES**

*6.1 Once every five (5) years, a CSAP Member may apply for a four-month professional leave, with no reduction in remuneration, to enhance their teaching or perform scholarly activities. The four-month professional leave shall not count towards the aforementioned five-year period.

*6.2 A CSAP Member may apply for the professional leave by forwarding to their Dean an application accompanied by any relevant documentation and the Member's up-to-date curriculum vitae. The application shall normally be made not less than six (6) and not more than eighteen (18) months prior to the requested starting date for the leave.

*6.3 The CSAP Member's Dean shall make a decision in this regard after consultations with the DTTC, Chair and FTTC.

*6.4 CSAP Professional leaves shall be contained entirely within one regular term.

*6.5 No more than twenty percent (20%) of CSAP Members shall be on professional leave within the University during any academic year. Priority will be determined according to, first: least number of leaves already taken; then: years of service.

*6.6 Reasonable efforts will be made to grant leaves subject to operational requirements.

*6.7 If a CSAP member's eligible application is deferred by the Dean, the deferred period shall count towards the subsequent leave application.

*6.8 A CSAP Member who has been on professional leave shall submit to their Dean, within thirty (30) days following the official date of their return to the University, a written report of their activities during the leave. A CSAP Member who obtains a professional leave undertakes to remain in the service of the Employer following the leave for a period of time equal to the length of the professional leave.

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Presented June 12, 2024

Sous toutes réserves

LETTRE D'ENTENTE

Entre

L'Université d'Ottawa

(Employeur)

- et -

L'Association des professeur.e.s de l'Université d'Ottawa

(Association)

PROGRAMME D'INCITATION VOLONTAIRE À LA RETRAITE

ATTENDU QUE le départ à la retraite peut parfois être difficile à la lumière de la charge de travail en cours, y compris les activités de recherche et responsabilité de supervision en cours;

ATTENDU QUE le programme d'incitation volontaire à la retraite permet une transition progressive vers la retraite;

ATTENDU QUE les parties conviennent que le programme d'incitation volontaire à la retraite est dans l'intérêt supérieur des membres de l'unité de négociation représentés par l'Association et vise à faciliter le départ à la retraite tout en étant conforme aux normes d'emploi et à la législation sur les droits de la personne;

LES PARTIES CONVIENNENT DES MODALITÉS SUIVANTES JUSQU'AU 30 AVRIL XXXX :

Les membres régulières et membres réguliers faisant partie de l'unité de négociation, comme décrit à l'article 1 de la convention collective 2024-XXXX intervenue entre les parties (les « membres »), ayant un engagement continu ou la permanence qui sont admissibles à prendre leur retraite conformément aux dispositions du Régime de retraite de l'Université d'Ottawa et qui ne se sont pas prévalus de la section 40.3 de la convention collective ou d'un autre incitatif à la retraite, sont éligibles à prendre leur retraite et à être réengagés à demi temps (50%) par l'Employeur à condition d'obtenir le consentement de leur doyenne ou leur doyen au préalable et de satisfaire à toutes les conditions et modalités suivantes :

1. Avoir informé par écrit la doyenne, le doyen ou la bibliothécaire en chef de leur décision de prendre leur retraite et de faire une demande par écrit de réengagement à titre de membre du

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- personnel enseignant invité, bibliothécaire invitée ou bibliothécaire invité à demi temps au moins quatre (4) mois avant la date d'effet de leur retraite;
2. Avoir signé une entente de retraite irrévocable, dans la forme stipulée par l'Employeur;
 3. À la date d'effet de sa retraite, la ou le membre reçoit ses prestations de retraite conformément à ce qui est prévu au Règlement du régime de retraite de l'Université d'Ottawa;
 4. Le réengagement à demi temps doit prendre effet le lendemain suivant la date d'effet de sa retraite; l'Université réengage la membre retraitée ou le membre retraité, sans rang et à demi temps (cinquante pour cent (50%) de la charge normale; cinquante pour cent (50%) du salaire) à titre de personnel enseignant invité conformément aux dispositions de la section 17.2.2.1 de la convention collective ou bibliothécaire invitée ou bibliothécaire invité conformément aux dispositions de la section 17.7.2.4 de la convention collective (la « Retraitée Invitée », le « Retraité Invité ») pour une durée maximale, au choix de la doyenne, du doyen ou de la bibliothécaire en chef, de trois (3) ans (la « Durée du réengagement »). La Durée de réengagement est finale;
 5. Le réengagement de la Retraitée Invitée ou du Retraité Invité à titre de personnel enseignant invité, bibliothécaire invitée ou bibliothécaire invité à demi temps en vertu de la présente entente se fait de plein droit et ni la procédure prévue à l'article 17.2.2.2 de la convention collective, ni la durée limitée prévue à l'article 17.7.2.4 (a), ni les processus de consultation prévus aux articles 17.2.2.3 et 17.7.2.4 (b) ne s'appliquent;
 6. Le réengagement de la Retraitée Invitée ou du Retraité Invité à demi temps en vertu de la présente entente ne constitue pas un droit inhérent et est à la discrétion de la doyenne ou du doyen de la ou du membre. La doyenne ou le doyen peut refuser une demande de réengagement et ce à sa discrétion et pour toute raison, notamment, si la ou le membre a subi une forme de suspension ou de mesure disciplinaire, si la mission d'enseignement du programme d'études de la ou du membre ne supporte pas l'engagement, ou si les besoins opérationnels ne supportent pas l'engagement;
 7. Les Retraitées Invitées et les Retraités Invités ne sont pas membres de l'unité de négociation;
 8. La Retraitée Invitée ou le Retraité Invité devra conclure un contrat à titre de personnel enseignant invité, bibliothécaire invitée ou bibliothécaire invité selon lequel :

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- a. Le salaire nominal de la Retraitée Invitée ou du Retraité Invité est celui qui prévalait la veille de sa retraite, mais il est ajusté au pro-rata (50%); la Retraitée Invitée ou le Retraité Invité n'a pas droit aux augmentations salariales pendant la Durée du réengagement;
- b. La Retraitée Invitée ou le Retraité Invité, en vertu de la présente entente, aura accès à toutes les bibliothèques à l'Université d'Ottawa ainsi qu'aux services de soutien pour la recherche, selon la disponibilité de ceux-ci; elle ou il maintiendra ses droits de supervision, pourvu que les dispositions énoncées à l'article 32 de la convention collective soient respectées;
- c. En tant que membre retraitée ou membre retraité APUO, la Retraitée Invitée ou le Retraité Invité aura droit seulement aux privilèges et avantages prévus à l'article 38.2 de la convention collective. La Retraitée Invitée ou Le Retraité Invité n'aura pas droit à aucun autre privilège ou avantage en tant que membre du personnel.
- d. Au cours de la période de son réengagement à titre de membre du personnel enseignant invité, bibliothécaire invitée ou bibliothécaire invité, la charge de travail de la Retraitée Invitée ou du Retraité Invité représentera cinquante pourcent (50%) de la charge de travail normale. Quant à la charge d'enseignement pour une Retraitée Invitée ou un Retraité Invité qui est membre du corps professoral, celle-ci est équivalente à la moitié de la charge moyenne qu'elle ou il assumait au cours des trois (3) dernières années. Toutefois, la charge de cours doit être d'un minimum de trois (3) crédits par année. La charge de travail d'une bibliothécaire invitée ou d'un bibliothécaire invité sera de cinquante pourcent (50%) et pourra être accomplie pendant 50% des heures de travail normales (soit 18 heures par semaine);
- e. Entre le 1 avril et 1 juin pendant la Durée de son réengagement, la Retraitée Invitée ou le Retraité Invité en vertu de la présente entente doit soumettre par écrit, à sa doyenne ou son doyen pour approbation, un rapport annuel de ses activités savantes auxquelles elle ou il a l'intention de consacrer une partie de son temps pendant la prochaine année universitaire;
- f. La Retraitée Invitée ou le Retraité Invité en vertu de la présente entente peut être assujetti à l'évaluation du rendement;
- g. Le réengagement de la Retraitée Invitée ou du Retraité Invité à demi temps en vertu de la présente entente peut être résilié par l'Employeur pour motif valable ou sur préavis,

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et ce selon les modalités de résiliation énoncées dans le contrat de réengagement entre l'Employeur et la Retraitée Invitée ou le Retraité Invité;

9. Une ou un membre qui se prévaut des modalités du programme d'incitation volontaire à la retraite qui précèdent n'a pas droit aux montants prévus à l'article 40.3 de la convention collective intervenue entre les parties;

10. Cette entente est conclue sous toutes réserves et ne peut en aucun cas être évoquée à titre de précédent;

11. À l'exception des questions réglées par cette entente, les parties se réservent leurs droits en vertu de la convention collective, y compris quant à la mise en œuvre de cette entente;

12. Cette entente prend fin à l'échéance de la convention collective de 2024-XXXX.

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HOUSEKEEPING

ARTICLE 1 Définitions – *Definitions

EMPLOYER: the Board of Governors of the University of Ottawa as defined by the University of Ottawa Act, 1965, and any person(s) duly authorized to act on its behalf.

- *5.5.2.3 Frequency of Meetings The departmental assembly shall meet as regularly as is necessary for it to discharge its primary responsibilities for ensuring that a collegial decision making process is followed, as per 5.4.1. Notwithstanding the previous, there shall not be fewer than five (5) meetings of the departmental assembly per academic year.
- 5.5.2.3 Fréquence des réunions L'assemblée départementale se réunit selon la fréquence nécessaire pour l'exécution de ses responsabilités premières et le respect du principe de collégialité dans le processus décisionnel, tel que prévu par 5.4.1. Nonobstant ce qui précède, l'assemblée départementale ne peut pas y avoir moins se réunir plus de cinq (5) fois réunions de l'assemblée départementale par année universitaire.
- *7.3.1 The Employer advises the Association:
(a) of the budgets, as of May 1 of the current year, which have been allocated in each faculty for the appointment of teaching staff with professorial ranks and Language Teachers who are Members, Visiting or seconded Professors, part-time professors, sessional lecturers, and students assigned teaching duties;
- 7.3.1 L'Employeur informe l'Association :
(a) des budgets prévus au 1 mai de l'année en cours pour l'engagement -- dans chaque faculté -- du personnel enseignant avec rang professoral et des membres du personnel enseignant de langue syndiqué, des membres du personnel enseignant invité ou détaché, des membres du personnel enseignant à temps partiel, des membres du personnel enseignant à la leçon et des étudiantes chargées d'enseignement ou des étudiants chargés d'enseignement ;
- *10.1.2 It is understood that the provisions of this article apply only to the conduct of the representatives of the Employer and Members. The Employer, however, acknowledges that, where possible and appropriate, similar standards shall be applied in regulating the actions of its other employees as well as sessional lecturers.
- 10.1.2 Les dispositions du présent article s'appliquent exclusivement au comportement des représentantes ou des représentants de l'Employeur et des membres. Toutefois,

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l'Employeur convient que, là où cela sera possible et approprié, de telles normes s'appliqueront à ses autres employées ou employés ~~ainsi qu'aux membres du personnel enseignant à la leçon.~~

*17.2.4.2 With respect to any appointment or reappointment of a research fellow, the Dean shall consult Members of the department concerned, and its chair, in accordance with the provisions of this agreement concerning consultation prior to initial or subsequent limited-term ~~regular~~~~special~~ appointments.

17.2.4.2 Quant à la nomination ou la renomination d'un chercheur-boursier, le doyen doit consulter les membres et le directeur intéressé, conformément aux dispositions de la présente convention portant sur la consultation devant précéder l'engagement ~~régulier~~~~spécial~~ initial et les engagements à durée limitée subséquents.

*17.5.2 Consultation
In the matter of appointment or reappointment of ~~sessional lecturers or~~ Adjunct Professors, the decision is made by the Employer after consultation with the department concerned and its chair. The procedures governing such consultation shall be established by the department assembly.

17.5.2 Consultation
En matière d'engagement ou de réengagement ~~des membres du personnel enseignant à la leçon ou~~ des membres du personnel enseignant auxiliaires, la décision est prise par l'Employeur après consultation du département intéressé et de sa directrice ou de son directeur. Les modalités régissant une telle consultation sont établies par l'assemblée départementale.

*25.1.7.2 The Joint Committee shall make a decision regarding a Member's application no later than ~~May~~~~April~~ 1 of the academic year at the end of which the Member will have completed six (6) years at a rank of Assistant Professor or higher on a regular appointment at the University of Ottawa.

25.1.7.2 Le Comité mixte prend une décision concernant la demande d'une ou d'un membre au plus tard le 1 ~~mai~~~~avril~~ de l'année universitaire à la fin de laquelle la ou le membre aura fait six (6) années d'engagement régulier à l'Université d'Ottawa, au rang d'adjoint ou à un rang plus élevé.

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*25.1.7.3 A Member must apply no later than the sixth year of continuous employment at a rank of Assistant Professor or higher at the University of Ottawa. However, where the Employer has recognized, pursuant to 23.4.1.1(b), one (1) or more years of regular university-level experience for the Member, the Member may apply sooner than the sixth year and as early as the fall of the second year at the University of Ottawa, and the Joint Committee shall make a decision no later than **May/April 1** of the academic year in which the Member applies, provided that, at the end of the calendar year in which the decision takes effect, the Member will have four (4) or more years of recognized regular university-level experience, of which the last two (2) academic years are years of appointment at the University of Ottawa, as a regular Faculty Member, Visiting Professor, or research fellow.

25.1.7.3 Une ou un membre doit faire une demande au plus tard dans sa sixième année d'engagement ininterrompu à l'Université au rang d'adjoint ou à un rang supérieur. Toutefois, lorsque l'Employeur a reconnu à une ou un membre, conformément à 23.4.1.1(b), l'équivalent d'une (1) année d'expérience régulière de niveau universitaire ou plus, la ou le membre peut demander sa permanence avant sa sixième année, et ce dès l'automne de sa deuxième année à l'Université d'Ottawa ; le Comité mixte statue sur son cas au plus tard le 1 **mai/avril** de l'année universitaire pendant laquelle la ou le membre a demandé la permanence, pourvu qu'à la fin de l'année civile au cours de laquelle la décision entre en vigueur, la ou le membre ait quatre (4) années ou plus d'expérience régulière de niveau universitaire reconnue, dont les deux (2) dernières années acquises à l'Université d'Ottawa, à titre de membre du personnel enseignant régulier syndiqué, de membre du personnel enseignant invité ou de chercheuse-boursière ou de chercheur-boursier.

*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:

(...)

(e) for applications for tenure or for promotion to the rank of Associate or Full Professor, a list of at least ~~three~~ **five (5)** persons outside the University who could be called upon to evaluate the Member's works, it being understood that this list is to be provided in accordance with the provisions of 23.3.2 of this agreement;

Commented [uO2]: Cohérent avec *23.3.2.4 qui a été changé en 2021.

25.4.2 L'initiative d'une demande doit être prise par la ou le membre du personnel enseignant syndiqué. Celle-ci ou celui-ci doit soumettre une demande à cet effet à sa doyenne ou

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son doyen dès le 1 juillet si elle ou s'il le veut mais au plus tard le 1 septembre. Cette demande doit être accompagnée de la documentation suivante :

(...)

(e) dans le cas d'une demande de permanence ou de promotion au rang d'agrégé ou de titulaire, une liste d'au moins trois (3) personnes extérieures à l'Université, susceptibles d'être choisies pour évaluer les travaux de la ou du membre -- étant entendu que cette liste est soumise en conformité avec les stipulations de 23.3.2 de la présente convention ;
