

Workload – Sections 3.3 and 22.2 - Workload reporting

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

Section 3.1 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:

...

(ii) of all information related to Members teaching duties pursuant to 22.2.1.10 until the APUO Workload application referred to in paragraph 22.2.1.11 is operational;

...

22.2.1.11 Prior to January 1, 2025, and working in collaboration with the APUO, the Employer shall create and continuously upkeep a new APUO Workload application with a web frontend and a database backend for the purpose of storing teaching load data of all Faculty Members, including Replacement Professors, CSAPs and Language Teachers, and performing analyses including the creation of aggregate data per Academic Units. The Parties shall work together to determine the necessary data fields, but they should include the following information at a minimum: name and rank of Members, Academic Unit including Faculty, course release data with references to the source of the release, leave information, student supervision data, courses taught with references to corresponding credit value including any overload teaching, course enrollment numbers, language of instruction and format of course (in person, hybrid, bimodal or online).

The Employer shall provide complete access to the Workload application to Chairs of Academic Unit, and the Association, including Association employees.

The existence of this new application shall not interfere with the application of article 22.2.4.2.

Once the Workload application is fully operational, the Employer shall not have to comply with paragraph 22.2.1.10.

New section

5.1.6 Administrative Support

5.1.6.1 The Employer ensures sufficient administrative support staff within Faculties and Academic Units to allow Members to devote their working time to teaching, scholarly activities, academic services activities and professional activities.

5.1.6.2 Normally, the Employer ensures administrative support for routine tasks aimed at supporting workload functions, including but not limited to the reception and dissemination of course-related assignments and exams, consultation of corrected assignments and exams, the preparation of contracts and expense reports, the digitization of texts for courses, and reservation of premises.

5.1.6.3 **Administrative Support Working Group** The parties agree to create a joint working group called the Administrative Support Working Group (ASWG) within two (2) months of the ratification of the collective agreement with a start date of May 1, 2024. The ASWG shall be comprised of three (3) representatives appointed by the Employer, and three (3) representatives appointed by the APUO. The ASWG will produce yearly reports by April 30 which shall be shared with both parties. The parties shall advise each other of their nominees in writing prior to the first meeting.

The committee's mandate is to identify favorable changes to the provision of administrative support to the APUO membership and make concrete recommendations relating to administrative support to both parties. The committee shall:

- a. confidentially consult the APUO membership about problems or issues relating to the downloading of administrative work,
- b. confidentially consult with existing administrative support staff about problems or issues relating providing administrative support to the APUO membership,
- c. identify levels and types of administrative supports required by the APUO membership to enable the University to discharge its mission as a research-intensive university,
- d. identify how to best enable the presence of levels of administrative support across academic units and Faculties to ensure Members' can more effectively devote their working time to teaching, scholarly activities, academic services activities, and professional activities, and

Any member of the ASWG may call upon, if necessary, the resource people they deem appropriate to assist them completing the mandate. The ASWG will produce a yearly report for consideration by both parties.

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, the YULE policy as per section 23.4.1.1, the University Librarian's YULE determination, 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.

23.4.1 University-level experience

*23.4.1.1 University-level experience may be recognized as follows:

- (a) some of a Member's activities prior to a regular appointment at the University of Ottawa may be recognized as equivalent to a certain number of years of full-time university-level experience (YULE), ~~it being understood that in the case of Faculty Members with written offers of employment dated after April 11, 2002, these YULE are only for the purpose of establishing the Member's initial salary;~~
- (b) ~~for Faculty Members with written offers of employment dated after April 11, 2002,~~ some activities prior to a regular appointment at the University of Ottawa may be recognized as regular full-time post-Ph.D. university-level experience (RULE), it being understood that these years are for the purpose of determining the date of eligibility for tenure and promotion;
- (c) eligible for YULE are: periods of full-time service at the University of Ottawa prior to the regular appointment, periods of full-time service at other institutions of higher learning, and any other experience deemed equivalent, in whole or in part, to university-level experience as determined by the appropriate faculty YULE criteria. Each Faculty and the Library, after consulting their Members, shall develop their own YULE determination policy. Once the policy is confirmed by the Faculty Council, it shall be shared with the Members and with the Association.
- (d) ~~E~~eligible for RULE are: periods of full-time academic service at the University of Ottawa prior to the regular appointment, years at the Lecturer rank in a tenure-track position at the University of Ottawa, and other full-time post Ph.D. university-level teaching and/or research as determined by the appropriate faculty RULE criteria. Each Faculty, after consulting their Members, shall develop their own RULE determination policy. Once the policy is confirmed by the Faculty Council, it shall be shared with the Members and with the Association.
- (e) ~~T~~he initial determination of years granted as YULE and RULE shall be made by the Employer, according to 23.4.1.2.

Workload – Sections 17.7 and 23.4 – YULE and RULE

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The Parties recognize that differing career patterns may be more common among members of equity-deserving groups and that this should be taken account in assessing the experiences and qualifications of members of these groups for purposes of the initial YULE and RULE determination.

- *23.4.1.2 Prior to formally offering a first regular appointment to a candidate, the Dean shall obtain recommendations from the chair and the TPCs (LPC in the case of the library) regarding the number of YULE, and in the case of Faculty Members RULE to be recognized for the candidate's prior activities. The Dean shall provide the TPCs with any relevant information not already available to them. The Employer shall give proper consideration to the recommendations. In the initial letter of appointment of a regular ~~Faculty~~ Member, the Dean shall state the number of YULE and the number of RULE recognized, if any, for the applicant's prior activities. In addition, the Dean shall call the applicant's attention to the provisions of 23.4.1.3 regarding reconsideration and inform share with the applicant both that the faculty criteria for the -YULE and RULE determination policies are available at the Dean's office.
- *23.4.1.3 A Member may, at any time during the first six (6) months year of the first regular appointment at the University of Ottawa, request a reconsideration of the number of YULE and RULE initially recognized by the Employer. Reconsideration shall follow the steps in 23.4.1.2, taking into account all relevant information, including any new submissions by the Member.

Workload / Equity and Protecting Our Rights – Sections 18, 20 to 23 - Librarians

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*18.2.1.1 The ranking system is composed of five ranks: I, II, III, IV, and V. These are available on the basis of promotion, and the specific criteria are given below. These ranks are not linked to any position but recognize a Librarian Member's cumulative contributions to their activities named in 20.5.1 (Professional activities), ~~20.5.2 (Administrative activities), 20.5.3 2 (Scholarly activities), and 20.5.4-3 (Academic service activities).~~

*18.2.2.3 A Librarian III shall be promoted to Librarian IV when they:

- ...
- (d) have engaged in scholarly activities or academic service activities of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere, ~~and either scholarly activities or administrative activities of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere,~~ pursuant to 23.3.2.7, mutatis mutandis, with the FTPC being replaced by the LPC.

*18.2.2.4 A Librarian IV shall be promoted to Librarian V when they:

- ...
- (d) has evidenced ~~two (2) of the following three (3)~~ either:
- (i) scholarly activities of sufficient quantity and the significance of which is, pursuant to 23.5.1.4, deemed to be outstanding by ~~their~~ peers at the University of Ottawa and elsewhere, and academic service activities of sufficient quantity and the significance of which is deemed to be good, pursuant to 23.5.1.4 by peers at the University of Ottawa and elsewhere, both pursuant to 23.3.2.7, mutatis mutandis, with the FTPC being replaced by the LPC.
 - (ii) scholarly activities of sufficient quantity and the significance of which is, pursuant to 23.5.1.4, deemed to be good by peers at the University of Ottawa and elsewhere, and academic service activities of sufficient quantity and the significance of which is deemed to be outstanding, pursuant to 23.5.1.4 by peers at the University of Ottawa and elsewhere, both pursuant to 23.3.2.7, mutatis mutandis, with the FTPC being replaced by the LPC. ~~academic service activities of sufficient quantity and the significance of which is deemed to be outstanding good, pursuant to 23.5.1.4 by peers at the University of Ottawa and elsewhere, pursuant to 23.3.2.7, mutatis mutandis, with the FTPC being replaced by the LPC.~~
 - ~~(iii) administrative activities of sufficient quantity and the significance of which is deemed to be good by peers at the University of Ottawa and elsewhere pursuant to 23.3.2.7 mutatis mutandis, with the FTPC being replaced by the LPC~~

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

...

(f) **Administrative activities** A Librarian Member's administrative activities shall be those described in the Member's job description established in accordance with 22.3.2, together with goals and objectives established annually in accordance with 23.5.2.1. These administrative activities may include but are not limited to:

- (ai) direction of a service, department or library;
- (bii) supervision of employees;
- (eiii) management of a project, activities, services or budgets;
- (div) coordination of a specific activity within a service or department, library, or the Library; responsibility for policies and procedures;
- (ev) chairing of a committee or similar entity.

Major administrative positions shall be defined as the direction of a department, service, or library, which include: the supervision of employees, the management of activities, services and budgets, and responsibility for procedures and policies.

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

~~Any If a member determines that a scholarly or academic service activity work directly overlapping overlaps with the day to day fulfillment with of their professional activities, they shall specify determine and specify in their annual report within which category the activity is to be is not considered part of scholarly or academic service activities.~~

~~20.5.2 Administrative activities~~

~~*20.5.2.1 A Librarian Member's administrative activities shall be those described in the Member's job description established in accordance with 22.3.2, together with goals and objectives established annually in accordance with 23.5.2.1. These administrative activities may include but are not limited to:~~

- ~~(a) direction of a service, department or library;~~
- ~~(b) supervision of employees;~~
- ~~(c) management of a project, activities, services or budgets;~~

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~~(d) coordination of a specific activity within a service or department, library, or the Library; responsibility for policies and procedures;~~

~~(e) chairing of a committee or similar entity.~~

~~*20.5.2.2 Major administrative positions shall be defined as the direction of a department, service, or library, which include: the supervision of employees, the management of activities, services and budgets, and responsibility for procedures and policies.~~

***20.5.23 Scholarly activities** A Librarian Member's scholarly activities are those which contribute:

...

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

- Innovation in teaching and learning,
- Creating and evaluating teaching and learning methods and materials,
- Publishing articles in journals for the scholarship of teaching and learning,
- Writing and reviewing textbooks and related teaching and learning material (animations, visualizations),
- Organizing and presenting at conference workshops,
- Incorporating tools and strategies from workshops into teaching and learning,
- Creating websites and online seminars related to the scholarship of teaching and learning,
- Supervising and mentoring students doing projects, research projects, and coop projects,
- Mentoring other librarians, who are engaged in the scholarship of teaching and learning,
- The translation and publication of scholarly or literary work for the advancement of teaching and learning,
- Research carried out on research grants and contracts for the advancement of teaching and learning,
- Written and oral reports prepared for community and government institutions for the advancement of teaching and learning.

The above assumes a cumulative level of knowledge through a Librarian's career.

***20.5.32.1** Scholarly activities referred to in this agreement for Librarians are those whose form makes peer evaluation possible and those which aim at being communicated in a form permitting peer evaluation.

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*20.5.32.2 It is understood that the existence of scholarly, artistic or literary works, or professional development activities may not be – in and of itself – proof of competence or satisfactory performance in scholarly activities.

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

...

g) Teaching activities as specified in section 20.2.

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

(a) academic service activities as defined in 20.5.4, it being understood that the University Librarian shall be informed of such activities and that, except where otherwise provided for in this agreement, the main functions of a Librarian remain the ones mentioned in her job description;

(b) scholarly activities as defined in 20.5.3, provided the University Librarian is informed of the extent and general nature of such activities, ~~and they do not find that they are likely to be detrimental to the Member's performance of the duties specified in their job description.~~

It is understood that when Members devote a portion of their working hours to academic service or scholarly activities, their performance in those activities is taken into consideration at the time of the annual review.

Except where otherwise provided for in this agreement, the main functions of a Librarian remain the ones mentioned in her job description.

22.3.1.1 The workload of a Librarian Member consists of:

...

(c) any academic service or scholarly activities to which the Member wishes to devote a portion of her working hours, it being understood that the Member must comply with the provisions of 21.2.2 ~~and that her involvement in such activities is not detrimental to the Member's performance of the duties specified in the job description;~~

...

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- 22.3.1.2 A Librarian Member's workload shall be such that the required duties and activities, ~~other than extra duties assumed pursuant to 22.3.4~~, can reasonably be expected to be performed during her normal working hours.
- 22.3.1.4 In order to ensure equitable allocation of assignments when determining individual workloads, the University Librarian (or designate) shall consider the following:
- (a) obligations of the unit to develop and provide services;
 - (b) scope of the operation for which the Member is responsible, including budget responsibilities and number of staff supervised;
 - (c) ~~scheduled contact hours or tasks in the librarian's job description (instruction, training, reference services, user advice, etc.), direction, planning, implementation and supervision of library systems and electronic resources or tasks, or bibliographic organization and control of library materials;~~
 - (d) committee responsibilities;
 - (e) external liaison activities; and
 - (f) other special factors pertaining to the position.

The University Librarian shall endeavour to ensure the workload of the Member is comparable to those of other Members, in different divisions or units.

- *22.3.2.4 Any new or revised job description shall be established by the Administrative Committee or its delegate, upon recommendation of the University Librarian, it being understood that:
- ...
- (b) the Employer shall give proper consideration to the recommendations of the University Librarian ~~and, of the LPC,~~ the immediate supervisor and the Librarian Member, before making a decision;
 - (c) the University Librarian shall promptly inform the LPC, the immediate supervisor and, Librarian Member, of the decision of the Employer.

22.3.2.5 Librarians Members may propose modifications to their job description. Once a request is received by the University Librarian, they shall evaluate the proposal following the process detailed in 22.3.2.4.

22.3.2.6 **Application** Prior to January 1, 2025, and working in collaboration with the APUO, the Employer shall create and continuously upkeep a new APUO Librarian Job Description application with a web frontend and a database backend for the purpose of storing job description data and performing analyses. The Parties shall work together to determine the necessary data fields.

The Employer shall provide complete access to the Workload application all Librarian Members and to the Association, including Association employees.

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22.3.4.2 When the University Librarian or their delegate asks a Librarian to perform supplementary tasks, they must specify, in writing:

...

The Member shall indicate in writing whether or not they agree to perform the supplementary tasks requested by the University Librarian or their delegate. The Member shall not exercise their right of refusal unreasonably as long as their total workload is not increased. If the University Librarian's request results in an increased workload, the Member is entitled to refuse for any reason.

*23.5.2.4 The annual review shall indicate clearly how the Member's performance, with respect to each of the ~~four~~three (43) categories of Librarian activities defined in 20.5.1 (professional activities), ~~20.5.2 (administrative activities)~~, 20.5.~~3-2~~ (scholarly activities) or 20.5.~~4-3~~ (academic service activities) has been assessed according to the levels of performance set out in 23.5.1.4.

Workload – Section 22.1 – Workloads

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- *22.1.1.2 The exact distribution of this workload depends on the particular aptitudes of the Member, on their discipline, on the opportunities they have to carry out scholarly activities and academic service and to accept specific administrative duties, and on the needs and priorities of the University of Ottawa and its constituent units. ~~Without minimizing the importance of academic service, the Parties nonetheless agree that, in the long run, a Faculty Member's workload must reflect their two principal functions, namely teaching and scholarly activities.~~

Workload – Section 22.2 and LOU - Teaching load

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New paragraphs

- *22.2.1.8 Notwithstanding the application of paragraph 22.2.1.6 and/or 41.6.1, a Member teaching load shall never exceed 12 credits.

- *22.2.1.11 The Dean’s office shall publish and share with their respective Members and the Association, a document detailing all aspects associated with the teaching load allocation process.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and –

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Faculty Councils and Teaching Loads

The Parties agree that if a Faculty Council passes a motion asking for the Dean to reevaluate the Faculty teaching load allocation process, the Faculty course scheduling process and/or for the implementation or enhancement of a fair and equitable graduate supervisory load/teaching release system, the Dean shall:

1. Create, within two (2) months of the Faculty Council passing the motion, a working group comprised of one (1) Vice-Dean and two (2) Faculty representatives appointed by the Dean, and three (3) tenured Members appointed by the Faculty Council. The Committee shall be chaired by the Vice-Dean.

2. The committee shall make recommendations to the Dean. In order to achieve this, the committee shall:

Workload – Section 22.2 and LOU - Teaching load

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- a. confidentially consult all Members of the Faculty,
 - b. identify and discuss problems or issues related to the processes identified in the Faculty Councilmotion,
 - c. study the related processes being used in other faculties, and from other U15 universities,
 - d. identify and discuss possible solutions, and
 - e. make recommendations.
3. Any member of the committee may call upon, if necessary, the resource people they deem appropriate to assist them in completing the mandate.
 4. The committee will produce a report within one (1) year of its creation.
 5. The report will be shared with all Members of the Faculty and with the Association.
 6. This LOU shall not expire.

SIGNED at Ottawa, this ____ day of _____ 2024.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator

Workload – Section 22.4 - Language teachers

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

22.4.4 Normal teaching load

*22.4.4.1 The normal teaching load shall be three ~~point five (3.5)~~ two (2) term courses per academic year, or the equivalent thereof, and it shall not exceed ~~two three~~ hundred ~~seventy and fifteen~~ (~~315~~270) course calendar hours per academic year.

22.4.4.4 Language Teacher Members shall only be assigned ESL and FLS courses if they provide their consent.

25.3.2 Associate Professor

25.3.2.3 In the evaluation of a Member's performance in terms of the criteria set forth in 25.3.2.2(b) and (c) above, teaching of outstanding quality can compensate for performance in scientific, literary, artistic, or professional works which is deemed merely satisfactory.

25.3.2.4 In the evaluation of a Member's performance in terms of the criteria set forth in 25.3.2.2(b) and (c) above, teaching a teaching load significantly in excess of the departmental norm can compensate for performance in scientific, literary, artistic, or professional works which is deemed merely satisfactory.

25.3.2.5 In the evaluation of a Member's performance in terms of the criteria set forth in 25.3.2.2(c) and (d) above, academic service activities of outstanding quality can compensate for performance in scientific, literary, artistic, or professional works which is deemed merely satisfactory.

25.3.3 Full Professor

*25.3.3.3 Promotion to the rank of Full Professor shall be granted to a Member who, instead of complying with the conditions set forth in 25.3.3.2, meets the following requirements.

...

- (b) The Member has, during the period since promotion to Associate~~has:~~
- (i)- taught over a wide range of levels and their teaching, when assessed in accordance with article 24, is found to be outstanding, or
 - (ii) taught a teaching load that has been significantly in excess of the departmental norm, or
 - (iii) undertaken .-

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

- ~~(d)~~ The Member meets the other conditions for promotion to the rank of Full Professor listed in 25.3.3.2(a), (d) and (e).

New article

***43 Complement**

43.1 The parties agree that for the duration of the collective agreement, the complement of Member appointments shall not be fewer than:

Starting May 1, 2025: 1474

Starting May 1, 2026: 1535

43.2 For greater clarity it is understood that the number of Member appointments specified in paragraph 43.1 consists of the following categories of positions at the University:

- a. Tenured and tenure-track professor appointments;
- b. Continuing and preliminary librarian appointments;
- c. CSAP appointments;
- d. Tenure-track and tenured language teachers and counsellors;
- e. Positions in categories a), b) and d) under active recruitment.

43.3 The employer shall inform the APUO of the targeted timeline to staff of the vacant position. Vacant Member positions shall be staffed without unreasonable delay.

43.4 Complement Committee

43.4.1 The Parties agree to establish a committee that will meet at least twice a year, once per semester, to discuss the distribution of vacant Member positions between the faculties and the library, as well as within the faculties and the library to ensure that vacant Member positions are distributed equitably. The committee shall identify weakened sectors at the University and will work to stabilize them, particularly due to multiple retirements. The committee shall be provided with all the information it determines it requires by the University.

43.4.2 The committee will be called the “*Complement Committee*” and shall be made up of three (3) representatives appointed by each Party:

- (a) the Provost and Vice-President, Academic Affairs or their delegate, and two (2) members of the Administrative Committee of the University, appointed by the Employer; and
- (b) the APUO President or their delegate, and two (2) members of the APUO appointed by the APUO Executive Committee.

43.4.3 The committee will produce annual recommendations that consider the complete university character of the University of Ottawa. The recommendations shall be transmitted to the Provost and Vice-President Academic Affairs and to the APUO President.

43.4.4 In accordance with the recommendations from the Complement Committee and in order to stabilize weakened sectors, the Employer undertakes, starting from 2024-2025 and for the entire duration of the agreement, to create five (5) net new Member positions per year in

Workload – Section 43 - Complement

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these sectors. The parties may agree on a different distribution. The creation of a Member position under this provision cannot have the effect of further weakening the sector concerned or limit the ability of any Faculty to obtain other Member positions.

- 43.5 If the minimum complement number as per 43.1 is not reached, the Employer shall pay the Regular Members an amount equal to the product of the number of missing positions and the average salary of the Regular Faculty Members in position on the same date. This amount is paid in the form of a lump sum payment and is distributed equally among the Regular Members in office on the same date, in proportion to their workload percentage. This amount must be paid no later than the February 1 of the following year.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Continuing Special Appointment Professors (CSAP)

The parties agree to modify paragraph #1, sub-paragraph a. of the Continuing Special Appointment Professors (CSAP) Letter of Understanding agreed-to during the 2018-2021 Collective Agreement in the following manner:

1. CSAP Professional Leaves:

Once every ~~five~~four (54) 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.

SIGNED at Ottawa, this ___ day of _____ 2024.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator