

## Négociations 2026    Bargaining 2026

Garantir la transparence, la participation et la reddition de comptes dans la prise de décision universitaire.

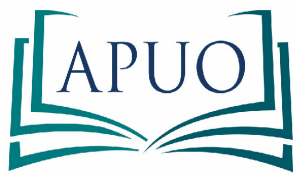
Ensure transparency, participation, and accountability in university decision-making.

|       |                                       |                                                      |
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Mettre en place des mesures visant à exercer un contrôle accru sur la préparation des horaires d'enseignement et à obtenir des dégrèvements pour la supervision des étudiant.e.s diplômé.e.s.

Introduce measures to exert more control over teaching scheduling and secure course releases for graduate supervision.

|       |                                       |                                  |
|-------|---------------------------------------|----------------------------------|
| Tab 8 | Article 22.2                          | Scheduling of Teaching           |
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Remédier aux lacunes et obstacles de la convention collective en ce qui concerne l'autochtonisation et la décolonisation de l'université.

Address gaps and barriers in the Collective Agreement as they relate to Indigenization and decolonization of the University.

|        |                                       |                                                                                                                                                                                              |
|--------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tab 10 | New Section - Letter of Understanding | Extension and Expansion of the 2021 Pilot Project on Indigenous-Led and Indigenous Centered Teaching, Research and Scholarly Activity and Tenure for First Nations, Inuit, and Métis Members |
|--------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Renforcer les mesures visant la rétention des membres des groupe d'équité.

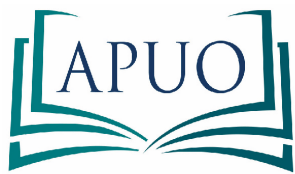
Expand measures to help retain equity-deserving members.

|        |                                       |                               |
|--------|---------------------------------------|-------------------------------|
| Tab 11 | New Section - 5.1.4                   | Psychological Health & Safety |
| Tab 12 | New Section - 6.6                     | Special Fund                  |
| Tab 13 | New Section – Letter of Understanding | Gender Inclusive Language     |

Améliorer les conditions de travail des bibliothécaires universitaires.

Improve terms and conditions of work for Academic Librarians.

|        |                                                   |                                                                     |
|--------|---------------------------------------------------|---------------------------------------------------------------------|
| Tab 14 | Articles 16.1, 17.7, 17.2, 18.2, 20.5, 23.5, 31.2 | Librarian Proposals                                                 |
| Tab 15 | New Section – Letter of Understanding             | Joint Consultation Committee on the Evaluation of Librarian Members |



Aborder les questions relatives à la promotion et à la charge de travail des professeur.e.s de langues, des professeur.e.s remplaçants et des professeur.e.s à engagement spécial continu.

Address promotion and workload issues of Language Teachers, Replacement Professors and Continuing Special Appointment Professors.

|        |                                       |                                   |
|--------|---------------------------------------|-----------------------------------|
| Tab 16 | Article 18.4                          | Promotion – Language Teachers     |
| Tab 17 | Article 22.2                          | Replacement Professors (Workload) |
| Tab 18 | New Section - Appendix K              | Professor of Teaching             |
| Tab 19 | New Section – Letter of Understanding | Full Professor of Teaching        |

Garantir un espace pour une garderie à l'Université d'Ottawa.

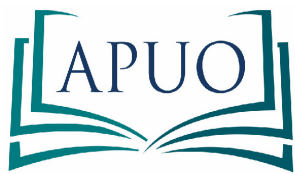
Guarantee a space for a childcare centre at the University of Ottawa.

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|--------|---------------------------------------|-----------|
| Tab 20 | New Section - Letter of Understanding | Childcare |
|--------|---------------------------------------|-----------|

Mettre en place des mesures visant à réduire les délais dans le processus de traitement des griefs.

Introduce measures to reduce delays in the grievance process.

|        |                                       |                                          |
|--------|---------------------------------------|------------------------------------------|
| Tab 21 | Article 13                            | Grievance Process                        |
| Tab 22 | New Section - Letter of Understanding | Block Neutral Evaluation – Pilot Project |



Établir dans la convention collective des protections assurant que l'adoption et l'utilisation de l'intelligence artificielle respectent les droits, la liberté académique et les conditions de travail des membres.

Establish safeguards in the Collective Agreement to ensure that the adoption and use of artificial intelligence respects members' rights, academic freedom, and working conditions.

|        |                                                            |                       |
|--------|------------------------------------------------------------|-----------------------|
| Tab 23 | New Sections - Articles 1, 9 (c), 12.1, 35.2.4, 5.1.5, 5.8 | AI Proposals          |
| Tab 24 | New Section - Letter of Understanding                      | AI Standing Committee |

Maintenir des niveaux de compensation équitables, pour les membres ordinaires et les membres à la retraite, qui préservent notre position relative en matière de compensation totale par rapport aux autres universités ontariennes.

Maintain fair compensation levels, for regular and retired members, that preserve our relative position in total compensation compared to other Ontario universities.

|                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>As per Article 4.3.2, the APUO and the Employer discuss 'non-financial' matters before salary and benefits (Articles 40 and 41, except for 40.7 on parking). Financial matters will follow.</i> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Garantir la transparence, la participation et la reddition de comptes dans la prise de décision universitaire.

Ensure transparency, participation, and accountability in university decision-making.

## **Nouvelle section**

### **Application de la convention collective**

#### **\*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 la collégialité compte notamment les trois composantes essentielles suivantes :

- 1) 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;
- 2) la transparence; et
- 3) la reddition de comptes.

Sur demande, l'Employeur fournit à l'APUO l'information relative à la formule employée pour répartir les budgets entre les facultés.

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

- 4.5.3 L'employeur consulte de manière significative l'Association concernant toute politique nouvelle ou modifiée, et tout règlement nouveau ou modifié ayant une incidence sur les membres de l'Association.
- 4.5.4 L'employeur consulte de manière significative l'Association concernant tout nouveau système de gestion ou plateforme informatique ayant une incidence sur les Membres de l'Association.
- 4.5.5 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.

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

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## New Section

### 5.4.5 Procedure for Selecting the President

5.4.5.1 This section refers to the *Procedure for Selecting the President and Vice-Chancellor of the University of Ottawa* document (as per the version adopted by the Board of Governors on May 27, 2019), hereinafter called “*the Procedure*”.

5.4.5.2 Paragraph 3.1.2 of *the Procedure* shall be replaced by the following:

#### 3.1.2 Selection Committee Membership

The Committee shall consist of no more than sixteen (16) members, including:

- The Chair of the Board of Governors, who shall act as Chair of the Selection Committee;
- the Vice-Chair of the Board of Governors, who shall chair the Committee’s meetings in the absence of the Chair
  - seven (7) members elected by the Senate from among its own members, to include one dean, at least four (4) full-time Regular Members and one (1) student;
  - seven (7) members chosen by the Board of Governors from among its own members on the recommendation of the Executive Committee, to include one (1) student and one (1) member of the support staff.

The Secretary-General or their delegate shall act as secretary to the Committee.

Committee membership of a person appointed by the Board or Senate shall not lapse by reason only of subsequent expiry of that person’s mandate as a member of the Board or Senate.

5.4.5.3 Paragraph 3.4 of *the Procedure* shall be replaced by the following:

#### 3.4 Short List and Interviews

Once the search for potential candidates is complete, the Committee shall:

1. analyze the list of candidates who meet the requirements of the position and draw from it a short list of candidates to interview;

2. share with the entire University Community the names of all short-listed candidates and their curricula vitae;
3. hold interviews with the shortlisted candidates;
4. within a few weeks of sharing the names of the candidates with the University Community, the Chair of the Committee will organize a public session where candidates will be invited to present, in turn, their vision for the University. The order of presentation is determined by the Chair of the Committee. Each candidate shall then answer questions from members of the University Community. The time allocated to each candidate to make their presentation will be ninety (90) minutes which will include at least forty-five (45) minutes for a question-and-answer period;
5. allow fifteen (15) working days for the APUO and other interested groups to provide reports to the selection committee on the candidates;
6. within a few days of the public sessions, the committee shall consult the university community by holding a secret, confidential vote. The results of the vote shall be shared with the University Committee and the University Community five (5) days after the voting period has closed; and
7. decide whether to invite one or more of the shortlisted candidates for a second interview, and if so, hold this second interview.

5.4.5.4 Paragraph 4.3 of the Procedure shall be replaced by the following:

#### 4.3 Comprehensive assessment

The comprehensive assessment shall be based on the President's leadership of the institution, results of the annual performance reviews, the performance of the University, and on written submissions and comments regarding the President's performance and potential of a renewal.

The process for conducting the comprehensive assessment shall be developed in consultation with the President and shall include:

- the President's written self-assessment and past annual reviews;
- a list of individuals and groups to be interviewed in confidence, as determined by the Committee on Governance and Nominating but including the Executive Committee of the APUO, and a process for these interviews;
- reports from the APUO and any other interested individuals and groups;
- comments from members of the Board and the Senate; and
- a report detailing the results of a confidential consultation of the entire University community managed by the Chair of the committee. The Chair shall report the results of this consultation to the Committee, keeping the identity of respondents confidential. The report shall be made public at the same time as it is shared to the Committee.

Garantir la transparence, la participation et la reddition de comptes dans la prise de décision universitaire.

Ensure transparency, participation, and accountability in university decision-making.

### **New Section**

#### **\*5.10 Faculty Council**

5.10.1 The *general* functions of a Faculty Council, *1965 University of Ottawa Act* S.O. 1965, C.137 , shall also include the following:

- (a) to study and approve any proposed modification to an appropriate number of inscriptions in any program.

Garantir la transparence, la participation et la reddition de comptes dans la prise de décision universitaire.

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### **APUO Control over admissions (Rights to Information)**

6.5.1 The Employer shall provide to the Association, in cases of tenure and promotion, contract renewal, an up-date of all outstanding and withdrawn applications provided in 3.3.1 (d) (v), on the January and June report. The report will include the name of the Member concerned, the type of dossier, the department, school, institute or faculty.

6.5.2 The Employer shall provide to the Association, in cases of academic leave, an up-date of all outstanding and withdrawn applications provided in 3.3.1 (d) (vi), on the January and June report. The report will include the name of the Member concerned, the department, school, institute or faculty.

6.5.3 The Employer shall provide to the Association official statistics on student admissions and enrollment at the University, including modality of teaching (e.g. hybrid, in person, online).

Garantir la transparence, la participation et la reddition de comptes dans la prise de décision universitaire.

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## Complement

### 17.10 Effectif enseignant – \*Complement

17.10.1 The parties agree that the complement of faculty appointments shall not be fewer than:

- Starting May 1, 2027: 1535  
Starting May 1, 2028: 1735 ~~Starting May 1, 2024: 1335~~

17.10.2 For greater clarity it is understood that the number of faculty appointments specified in paragraph 17.10.1 consists of the following categories of positions at the University:

- Tenured and tenure-track professor appointments;
- Continuing and preliminary librarian appointments;
- CSAP appointments;
- Tenure-track and tenured language teachers and counsellors;
- Positions in categories a), b), c) and d) under active recruitment;
- Positions vacated under the 2024-2026 LOU on Voluntary Retirement will be deemed to be under active recruitment; and,
- For the duration of the Collective Agreement, the complement referred to in 17.10.1 will increase by the number of Replacement Professor conversions to Continuing Special Appointment Professors (CSAP) as a result of the LOU titled *Opportunity for Conversion from Replacement Professor to Continuing Special Appointment Professor* (Signed January 16, 2025).

17.10.3 The employer shall inform the APUO of the targeted timeline for staffing the vacant positions. Vacant Member positions shall be staffed without unreasonable or unjust delay.

17.10.3.4 **Complement Discussions** At the request of the APUO, the JCCC will meet once a year to discuss the distribution of vacant positions. When complement is to be discussed, the Provost shall be present.

## **New Section**

### **17.10.5 Complement Committee**

17.10.5.1 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.

17.10.5.2 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 Executive, appointed by the APUO.

17.10.5.3 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 and will be made public.

17.10.5.4 In accordance with the recommendations from the Complement Committee and in order to stabilize weakened sectors, the Employer undertakes, starting from 2026-2027 and for the entire duration of the agreement, to create ten (10) net new Member positions per year in 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.

17.10.5.5 If the minimum complement number as per 17.10.1 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.

Garantir la transparence, la participation et la reddition de comptes dans la prise de décision universitaire.

Ensure transparency, participation, and accountability in university decision-making.

### **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.

Garantir la transparence, la participation et la reddition de comptes dans la prise de décision universitaire.

Ensure transparency, participation, and accountability in university decision-making.

**New Section**

**LETTER OF UNDERSTANDING**

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

**Financial Transparency**

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**WHEREAS** the Parties agree that the members of the Association are at the heart of the governance of the university and need to participate democratically in decisions concerning what the University should be at the present moment as well as in the future.

**WHEREAS** the Parties agree that financial transparency is an essential part of governance.

**WHEREAS** the Parties agree that the most important financial discussions occur at the Finance and Treasury Committee (FT Committee) of the uOttawa Board of Governors.

**WHEREAS** the Terms of Reference to the FT Committee are detailed here:  
<https://www.uottawa.ca/about-us/leadership-governance/board-governors/committees/finance-and-treasury-committee>

**THEREFORE**, the Parties agree to the following:

1. The Membership of the FT Committee shall be modified as below:

The Finance and Treasury Committee is composed of the following:

- a) the Chair of the Board;
- b) The President;
- c) four (4) Board Members, who are not members of the Audit Committee and one (1) of which shall be a member of the Buildings and Land Committee; and

- d) two (2) individuals, who are not Board Members, Officers or employees of the University, with experience in the banking and /or investment industries and who shall not have a right to vote on or exercise any powers or functions under subparagraph 12.1(a) of this By-law and shall have no responsibility for the Finance and Treasury Committee discussions and/or decisions pursuant to the exercise of the powers and functions under subparagraph 12.1(a) of this By-law.
  - e) one (1) APUO Member identified by the APUO Executive Committee, who shall not have a right to vote on or exercise any powers or functions under subparagraph 12.1(a) of this By-law, and shall have no responsibility for the Finance and Treasury Committee discussions and/or decisions pursuant to the exercise of the powers and functions under subparagraph 12.1(a) of this By-law.
2. This LOU does not expire.

SIGNED at Ottawa, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Mettre en place des mesures visant à exercer un contrôle accru sur la préparation des horaires d'enseignement et à obtenir des dégrèvements pour la supervision des étudiant.e.s diplômé.e.s.

Introduce measures to exert more control over teaching scheduling and secure course releases for graduate supervision.

### **Scheduling of Teaching**

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

...

(j) the language of instruction,

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

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

(m) the number of graduate students being supervised.

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

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

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

Mettre en place des mesures visant à exercer un contrôle accru sur la préparation des horaires d'enseignement et à obtenir des dégrèvements pour la supervision des étudiant.e.s diplômé.e.s.

Introduce measures to exert more control over teaching scheduling and secure course releases for graduate supervision.

**New Section**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF OTTAWA**

(Employer)

– and –

**THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA**

(Association)

**Recognition of Graduate Student Supervision in Faculty Workload**

**WHEREAS** the Parties recognize the time and effort that graduate student supervision requires of Members, and the importance of recognizing this work in faculty workload;

**AND WHEREAS** the Parties acknowledge that a one-size-fits-all formula for recognizing graduate student supervision may not be appropriate across Faculties and disciplines;

**AND WHEREAS** the Parties wish to establish a minimum for recognizing graduate student supervision in faculty workload, thereby establishing a floor and not a ceiling, while safeguarding existing provisions that are more favourable to Members;

**NOW THEREFORE, the Parties agree as follows:**

**1. Application**

1.1 This Letter of Understanding applies to:

- Members in academic units that currently do not have provisions for recognizing graduate student supervision in workload; and
- Members in academic units whose existing provisions are not equivalent to those set out in this Letter of Understanding.

1.2 This Letter of Understanding does not apply to academic units with existing provisions that are more favourable to Members than those set out herein.

1.3 Academic units may develop their own methodology for recognizing graduate student supervision, provided that their methodology is at least equivalent to this

Letter of Understanding when measured across the full set of elements, including per-student rate, annual cap, banking and use, and treatment at retirement. Faculty-developed formulas that fall below the minimum set out in this Letter of Understanding in any form shall be deemed to default to this Letter of Understanding in respect of that element.

## 2. Credit Schedule

2.1 Members shall accumulate workload credits for graduate student supervision in accordance with the following schedule:

| Work                                                               | Credit equivalent                                                                    |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>PhD: supervision over 5 years</b>                               | 1 credit per actively registered student, awarded annually, for a maximum of 5 years |
| <b>Master's Thesis: supervision over 2 years</b>                   | 1 credit per actively registered student, awarded annually, for a maximum of 2 years |
| <b>Master's Major Research Paper: supervision for one semester</b> | 0.5 credit per student                                                               |
| <b>Co-supervision</b>                                              | 50% of the credit equivalent for each supervisor                                     |
| <b>PhD Thesis Advisory Committee</b>                               | 0.25 credit per actively registered student for a maximum of 5 years                 |
| <b>Second reader of a Master's MRP</b>                             | No credit                                                                            |

## 3. Slip-Year Crediting

3.1 Credits earned for supervision during academic year X (September of year X to August of year X+1) are credited to the faculty Member's workload account at the start of faculty year X+1. These credits become available for use from that point forward, subject to academic planning, the approval of the Dean, and the expiration rules set out in section 6.

## 4. Annual Cap

4.1 A faculty Member may earn a maximum of six (6) credits of supervision recognition in any academic year. This cap supports an even distribution of graduate supervision across faculty Members and ensures that those with a significant number of graduate students remain available to teach.

## **5. Use of Credits**

**5.1 Minimum threshold for use:** Credits become available for use only once a faculty Member has accumulated a minimum balance of three (3) credits. If below that threshold, the credits remain in the account but cannot be redeemed, unless a Member has accumulated 1.5 credits and wishes to credit them to a co-taught course or a retirement payout under section 8 of this Letter of Understanding.

**5.2 Use of credits:** A faculty Member may redeem a maximum of six (6) credits of graduate student supervision recognition in any academic year. Any amount above six (6) credits requires approval by the Dean.

## **6. Banking and Expiration**

**6.1** Credits remain available for six (6) years after the Member's last year of accumulation and expire if unused thereafter. Academic leave, professional leave, parental leave, pregnancy leave, sick leave, and medical leave extend the expiry period by an equivalent amount of time.

## **7. Student on Leave**

**7.1** A credit (or part thereof) only accrues for time during which the student is not on an approved leave of absence.

## **8. Retirement**

**8.1** Faculty Members approaching retirement may use accumulated credits as course releases in the years leading up to retirement, subject to academic planning and the Dean's approval. The minimum threshold shall be waived to permit the Member to use fractional balances.

**8.2** Where credits cannot reasonably be scheduled as course releases due to academic planning constraints, the faculty Member may receive a payout at \$15,000 per each three (3) banked credits or \$5,000 per each one (1) banked credit.

## **9. Operation**

**9.1** This Letter of Understanding will be effective upon the date of ratification and remains in effect for the duration of the Collective Agreement. To the extent of any inconsistency between this Letter of Understanding and the Collective Agreement, this Letter of Understanding prevails.

SIGNED at Ottawa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Remédier aux lacunes et obstacles de la convention collective en ce qui concerne l'autochtonisation et la décolonisation de l'université.

Address gaps and barriers in the Collective Agreement as they relate to Indigenization and decolonization of the University.

## **New Section**

### **LETTER OF UNDERSTANDING**

#### **BETWEEN**

#### **THE UNIVERSITY OF OTTAWA**

(Employer)

- and -

#### **THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA**

(Association)

#### **Extension and Expansion of the 2021 Pilot Project on Indigenous-Led and Indigenous Centred Teaching, Research and Scholarly Activity and Tenure for First Nations, Inuit, and Métis Members**

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**WHEREAS** the University of Ottawa is located on the unceded traditional territory of the Algonquin Anishinàbeg Nation, and the Employer has adopted the 2025-2030 Indigenous Action Plan, including its commitments to structural change in staffing and governance, the attraction and retention of Indigenous scholars, the revitalization of Indigenous languages, and the integration of Indigenous knowledge systems into research and teaching;

**AND WHEREAS** the Association and the Employer believe that the recruitment, inclusion and retention of a greater number of First Nations, Inuit, and Métis Members and Members engaged in Indigenous-led and Indigenous centred teaching, research, and scholarly activity in the bargaining unit would benefit the entire University community,

**AND WHEREAS** the Articles in the Collective Agreement regarding tenure and promotion, and Article 11 regarding language requirements do not express specific criteria for considerations in career progression decisions affecting First Nations, Inuit, and Métis Members teaching, research and scholarly activity;

**AND WHEREAS** in 2021, the Parties agreed to implement a pilot project, whereby Members who conduct community-based research requiring engagement with First Nations, Métis or Inuit communities may request that one (1) additional individual be temporarily mandated to sit on

personnel committees as a voting member while such personnel committee is considering their application;

**AND WHEREAS** in 2021 the Parties established the Joint Consultation Committee on Promotion and Tenure Criteria for Members Engaged in Indigenous-Led and Indigenous Centred Teaching to identify potential challenges and propose changes to Articles 23, 24, and 25 of the Collective Agreement;

**AND WHEREAS** the 2021 report on the “Pilot Project” by the Joint Consultation Committee on Promotion and Tenure Process for Members Engaged in Indigenous-led and Indigenous Centered Teaching, Research, and Scholarly Activity (the “Committee”) recommended further evaluation of the Pilot Project at a later date;

**AND WHEREAS** the Parties acknowledge that the work of the Committee has stalled, and that further interim measures are required pending the renewal of the Committee and its recommendations;

**AND WHEREAS** Article 11 of the Collective Agreement, when applied without modification, does not reflect the linguistic realities of First Nations, Inuit, and Métis Members or give weight to Indigenous languages within the academic mission of the University;

**NOW THEREFORE**, the Parties agree as follows:

## **1. Continuation and renewal of the Joint Consultation Committee**

1.1. The Parties confirm the continuation of the Committee that was established in 2021, with a renewed mandate and, the new name: the Joint Consultation Committee on Promotion and Tenure Criteria for First Nations, Inuit, and Métis Members, of four (4) persons of equal representation between the Parties.

At least one (1) of the persons appointed by the Employer shall be a First Nations, Inuit, or Métis. At least one (1) and the persons appointed by the Association shall be a First Nations, Inuit, or Métis Member, whose service on the Joint Committee shall be recognized as academic service under article 20.4 of the CA, or, where no such Member is available to serve, an Indigenous Advisor recruited by the Association. The Committee may invite First Nations, Inuit, or Métis individuals, or other experts with relevant subject-matter expertise as advisors to support its work. The Employer will appropriately compensate these advisors for their work.

1.2. The Employer shall provide the Joint Consultation Committee with appropriate administrative support, data, and information reasonably required to fulfil its mandate.

1.3. The mandate of the Joint Consultation Committee is:

- a. to identify the challenges that arise for First Nations, Inuit, and Métis Members, and for Members engaged in Indigenous-led and Indigenous-centred teaching, research, and scholarly activity in the application of Articles 11, 20, 22, 23, 24, and 25 of the Collective Agreement
  - b. to propose potential changes to the wording of relevant Articles of the Collective Agreement to respond to challenges identified, including amendments to the criteria for and processes of promotion and tenure
  - c. develop in accordance with section 3 of this Letter of Understanding, the assessment process for Indigenous-language competence.
- 1.4. The Joint Consultation Committee shall be convened within sixty (60) days of the ratification of this Letter of Understanding. The Joint Consultation Committee shall meet not less than four (4) times per academic year.
- 1.5. The Joint Consultation Committee shall deliver to the Parties a written interim report by no later than twelve (12) months following the establishment of the Committee. The Joint Consultation Committee will also produce a written final report containing draft Collective Agreement language by no later than four (4) months before the commencement of bargaining for the next collective agreement. The final report shall be tabled by both Parties at the next round of bargaining, and the Parties agree to consider and discuss the potential Collective Agreement wording changes proposed by this Joint Consultation Committee at the next round of bargaining between the Employer and the Association.

## **2. Extension and Expansion of the 2021 Pilot Project to recognize Indigenous-Led and Indigenous-Centred Scholarly Activities**

- 2.1. The 2021 Pilot Project is extended for the duration of this Letter of Understanding, pending the recommendations of the Joint Consultation Committee under section 1 and is expanded as set out in this section.
- 2.2. A First Nations, Inuit, or Métis Member, or a Member who conducts community-based research requiring engagement with First Nations, Métis or Inuit communities may request that one (1) additional individual be temporarily mandated to sit on personnel committees as a voting member while such personnel committee is considering their application for tenure or promotion under Article 25 of the Collective Agreement. Qualified persons may include First Nations, Inuit, or Métis scholars and Indigenous knowledge holders, whether or not they hold a regular academic appointment.
- 2.3. If the individual selected by the Dean to serve on the committee under section 2.2 of this LOU is unavailable, the Dean will discuss further options with the Member, including the Indigenous Advisor identified through the Joint Committee.

## **3. Language Proficiency for First Nations, Inuit, and Métis Members**

- 3.1. At the time of application for tenure under Article 25 of the Collective Agreement, a First Nations, Inuit, or Métis Member may elect, in writing, one (1) of the following options in lieu of the language requirement under Articles 11 and 25.3.2.2(f) of the Collective Agreement:
- a. recognition as bilingualism of the knowledge of, or demonstrated study of, an Indigenous language together with one (1) of the two (2) official languages of the University of Ottawa; or
  - b. active knowledge of one (1) of the two (2) official languages of the University of Ottawa, together with passive knowledge of the other, as those terms are defined in section 11.2 of the Collective Agreement, notwithstanding any greater level of competence in the other official language required by the Member's contract of appointment.
  - c. suspension of the language requirement at the tenure stage, in which case the requirement applies at the time of application for promotion to Full Professor under section 25.3.3 of the Collective Agreement, with the Member retaining the options in paragraphs (a) and (b).
- 3.2. Where a Member elects option (a) under section 3.1 of this LOU, the assessment of the Member's knowledge or demonstrated study of an Indigenous language shall not be administered by the Official Languages and Bilingualism Institute.
- Pending the development of an assessment process by the Joint Committee, the DTPC or FTPC shall assess the Member's competence based on an attestation of an Indigenous language authority recognized by the relevant Nation or community, recognition by the Member's home community, evidence of formal study, evidence of community use of the language, or evidence of using the language in teaching and research.
- 3.3. An election under this section shall be communicated in writing to the Dean and to the DTPC and FTPC at the time of application. This election may be revised by the Member before the FTPC submits its recommendation and shall not be used adversely against the Member in the assessment of any criterion for tenure or promotion.

#### **4. Operation**

- 4.1. This Letter of Understanding will be effective upon the date of ratification, and operates as an interim measure pending amendments to Articles 11, 20, 22, 23, 24, and 25 of the Collective Agreement at the next round of bargaining. To the extent of any inconsistency between this Letter of Understanding and the Collective Agreement, this Letter of Understanding prevails.
- 4.2. The Employer shall provide the Association annually with aggregated data, in a form that protects the confidentiality of individual Members, on applications for tenure and promotion under sections 2 and 3 of this Letter of Understanding and the outcomes thereof.

SIGNED at Ottawa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Renforcer les mesures visant la rétention des membres des groupe d'équité.

Expand measures to help retain equity-deserving members.

## **Psychological Health & Safety**

### **New Section**

5.1.6 The APUO and the Employer shall cooperate to promote and to improve rules and practices, which enhance the physiological and psychological conditions of Members, and which provide protection from factors that undermine Member health and safety.

Renforcer les mesures visant la rétention des membres des groupe d'équité.

Expand measures to help retain equity-deserving members.

## **New Section**

### **6.6 Special Fund**

- 6.6.1 The University shall provide special funding each academic year as set out below, for the purpose of providing assistance to Members during their career. Members of the Special Fund Committee may consider applications from all Members but shall prioritize Members who belong to equity-deserving groups and/or Members with considerable family status obligations.

Effective 2026-2027 academic year, this amount shall be at least \$300,000.

Effective July 1 of each subsequent year, the amount shall be increased by ten percent (10%).

- 6.6.2 Members may request assistance in the form of a course release or a research assistant. The total cost associated with the assistance will be limited to the salary cost of the part-time professor who will teach the course, and/or the research assistant.
- 6.6.3 An application for assistance may be initiated by a Member, and must be submitted to the Member's Dean no later than October 1. The application must be accompanied by a completed Special Fund form to be jointly developed by the Employer and the Association.
- 6.6.4 Upon receipt of an application, the Dean shall prepare a recommendation. Both the application and the Dean's recommendation must be sent to the Special Fund Committee no later than December 1. The Dean will forward a copy of their recommendation to the Member at least ten (10) working days before the time said letter or document is to be considered to afford the Member the opportunity to comment on the recommendation
- 6.6.5 **Special Fund Committee** A Special Fund Committee will be chaired by the Vice-President, Academic Affairs and Provost or their delegate, and composed of the Vice Provost, Equity, Diversity and Inclusive Excellence or their designate, a Dean, the APUO Equity Officer or their designate, and a Member designated by the APUO Executive Committee. The Committee will determine how to evaluate the requests but shall always identify Family Status, as defined in the *Ontario Human Rights Code*, as the main criteria.
- 6.6.6 The Special Fund Committee shall provide a list with the names of the recommended recipients to the Administration Committee for approval no later than February 1. The list with the names of the approved recipients will be shared with the Association no later than February 15.

Renforcer les mesures visant la rétention des membres des groupe d'équité.

Expand measures to help retain equity-deserving members.

**New Section**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF OTTAWA**

(Employer)

**- and -**

**THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA**

(Association)

**Modernization of Gendered Language in the Collective Agreement**

**WHEREAS** the English and French versions of the Collective Agreement contain gendered language, including references to “homme” / “man”; “femme” / “woman”; “il” / “he”; and “elle” / “she”;

**AND WHEREAS** the Parties wish to modernize the language of the Collective Agreement to reflect inclusive and gender-neutral terminology;

**NOW THEREFORE**, the Parties agree as follows:

**1. Working Group**

1.1 The Parties shall form a working group of four (4) members, two (2) appointed by the Employer and two (2) appointed by the APUO, within ninety (90) days of ratification.

1.2 The working group shall review all gender-specific language throughout the English and French versions of the Collective Agreement, including references to “homme” / “man”; “femme” / “woman”; “il” / “he”; and “elle” / “she”; and all other gender-specific terms, and shall update it to reflect inclusive and gender-neutral terminology consistent with the language used by the Canada Research Chairs Program. Both the English and French versions of the Collective Agreement shall be updated accordingly.

1.3 The working group shall complete its review within twelve (12) months of its formation and shall forward the updated language to the Parties as recommendations for incorporation into the next round of bargaining.

## **2. Interpretation**

2.1 The Parties agree that these changes are intended solely as housekeeping and modernization of language, and do not alter the interpretation, application, or intent of any existing provision of the Collective Agreement.

## **3. Effective Date**

3.1 This Letter of Understanding takes effect on the date of ratification and remains in effect for the duration of the Collective Agreement.

SIGNED at Ottawa, this \_\_\_\_ day of \_\_\_\_\_ 2026.

Améliorer les conditions de travail des  
bibliothécaires universitaires.

Improve terms and conditions of work for  
Academic Librarians.

### Librarian Proposals

16.1.1.1 There shall be in the Library a Librarians' Personnel Committee (LPC) which is a peer review committee composed of five (5) Librarian Members with continuing appointment. To ensure well-balanced representation, the composition of the LPC shall not include more than three (3) Members from any one division. The LPC shall also include one (1) Member who is at least rank IV.

16.1.1.2 Members of the LPC are elected by a secret, mail-in preferential ballot, by all Librarian Members with continuing appointments. A nominations committee suggests candidates for all vacant positions, taking into account the Library's administrative structure and ensuring well-balanced representation. ~~To ensure well-balanced representation, the composition of the LPC shall not include more than (3) members from any one division.~~ The nominations committee, which is composed of the APUO library representatives, organizes the election of LPC members as follows.

17.7.1.7 The following provisions apply when the University Librarian, pursuant to the provisions of this agreement, is to consult a selection committee prior to filling a vacant position. The committee shall be composed of:

- (a) the University Librarian or their delegate, who shall not have the right to vote;
- (b) the head of the administrative unit to which the position is attached or, in the case where the head is the University Librarian, any other person designated by them, who will serve as chair;
- (c) a member of the LPC, chosen by it;
- (d) The University Librarian may, after consulting the other committee members, invite one (1) or two (2) other persons whose experience may be useful to join the committee.

The selection committee shall include at least one Librarian Member with a continuing appointment from one of the underrepresented equity groups. It being understood that where no such Member can serve on the committee, the University Librarian, in consultation with the selection committee members, shall request that someone from a related discipline be appointed as a full voting member of the selection committee. Where there is under-representation, the University Librarian may invite the Equity, Diversity and Inclusion Committee (EDIC) to delegate one of its members to sit as an *ex officio*, non-voting member of a selection committee.

#### 17.7.1.7.1 Procedures

- e) Librarian Member candidates, holding continuing appointments, shall be given first consideration by the selection committee. Should a Librarian Member candidate not be

offered an interview, they must be provided with reasons for that decision. External candidates will only be considered when no internal candidate is recommended by the selection committee.

f) The evaluation and ranking of the candidates should be consistent with the criteria listed in the job description, and qualifications as listed in the advertisement. An evaluation grid outlining the qualifications and weights should be used to evaluate each candidate. This evaluation ought not to be a relational evaluation, but rather an evaluation of each candidate against the criteria.

g) The interview process for continuing appointment positions shall **include** a presentation by all interviewed candidates in an open format. The curricula vitae of all interviewed candidates shall be made available to all Member librarians. The University Librarian shall seek the recommendation of Member librarians regarding the candidates.

+ Shift prior f), g), h), i)

**17.7.2.2 Interim Appointment** When the University Librarian decides to fill a position on a temporary basis by means of an interim appointment, the following provisions shall apply.

(a) A librarian ~~already employed by the University~~ Member with a preliminary or continuing appointment shall be appointed to the position.

(b) The length of the appointment shall not be less than twenty (20) working days and not more than twelve (12) months.

(c) A Librarian Member may refuse an interim appointment offered to them without having this refusal taken into consideration in subsequent decisions or evaluations.

(d) The University Librarian may, without further formalities, propose an interim appointment to any Librarian Member whom they deem capable of filling a position, provided the maximum length of the appointment is three (3) months and the appointment is not renewable without applying the provisions in (e) below.

(e) When the University Librarian anticipates that an interim appointment will exceed three (3) months they have to announce the position within the library in accordance with 17.7.1.6.

(f) A Librarian Member receiving an interim appointment shall be informed by the University Librarian, in writing, of the length of the appointment, the modified workload, and, if applicable, changes in their remuneration.

(g) Where a Librarian Member receives an interim appointment and, if the Librarian Member continues to perform some of the duties of their usual position, their salary

shall be increased by one (1) PTR, such increases being in effect for the duration of the interim appointment. Where 18.2.2.5 applies, the amount herein shall be in addition to the stipend under 18.2.2.5.

(h) A Librarian Member holding an interim appointment remains a Member, unless they are excluded in accordance with the provisions of article 3 of this agreement

Notwithstanding the above, an interim appointment may only be renewed until the original librarian returns to work in the following circumstances: (a) the librarian is on pregnancy and/or parental leave, with or without an additional leave of absence; (b) the librarian is on a leave of absence for medical reasons, including long term disability, for a maximum of thirty-six (36) months.

#### 17.7.2.3 (after all sub articles)

Notwithstanding the above, a replacement librarian appointment may only be renewed until the original librarian returns to work in the following circumstances: (a) the librarian is on pregnancy and/or parental leave, with or without an additional leave of absence; (b) the librarian is on a leave of absence for medical reasons, including long term disability, for a maximum of thirty-six (36) months.

18.2.1.3 The procedures and evaluation criteria, as set out in 23.5.1.4 and 23.5.1.5, for promotions to any rank shall be fully known to all librarians. These procedures and criteria shall be designed with the aim of eliciting and considering all relevant information.

#### 18.2.2.3

(c) have evidenced professional activity, which when evaluated in accordance with the provisions of 23.5.1.4, is deemed to be good by peers at the University of Ottawa; peers are librarians whose areas of expertise are appropriate to evaluate the candidate's professional activity and who have attained rank IV.

#### 18.2.2.4

(c) have evidenced professional activity, which when evaluated in accordance with the provisions of 23.5.1.4, is deemed to be good by peers at the University of Ottawa; peers are librarians whose areas of expertise are appropriate to evaluate the candidate's professional activity and who have attained rank V.

**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~~ 22.3.2.1 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:

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

(a) participating in the work of committees, working groups, and any equivalent groups of the Library or the University, or related consortia, or otherwise contributing to the effective operation of the University of Ottawa or one of its constituent parts. It is understood that academic service activities that are specifically mentioned in a member's job description is are a professional activity ~~activities~~ under 20.5.1 ~~work undertaken as part of the Member's job description is a professional activity under 20.5.1;~~

23.5.1.4 Any formal evaluation or annual review of the Librarian Member's performance of workload duties shall address ~~each of the four (4) categories of~~ the relevant activities identified in 20.5; ~~it being understood that a Member's duties in any one of those categories are determined by the job description for the position held by the Member, subject to any modification thereof due to arrangements pursuant to 17.7.2.2, 21.2.2, 22.3.1.3, 22.3.1.5, or 22.3.4.~~ In each category, a Member's performance:

23.5.2.1 The annual review shall assess a Member's performance of professional activities ~~their responsibilities, as set out in section 20.5, and all other duties assumed by the Member in accordance with the provisions of 17.7.2.2, 21.2.2, 22.3.1.3, 22.3.1.5, or 22.3.4.~~

23.5.2.2

For the purpose of the review, the Member shall submit by June 1:

(a) an annual report consisting of scholarly activities performed in the previous year, academic service activities to be performed in the coming year, and any professional activities they wish to highlight from the previous year;

(b) an up to date Curriculum Vitae;

(c) any other documents that the Member determines to be relevant.

(d) notification of intention to apply for promotion.

23.5.2.9 The following procedures apply where the University Librarian considers issuing a formal warning regarding a Member's performance of workload duties.

(c) The University Librarian shall submit to the LPC all relevant documentation, including the Member's job description, copies of the evaluations annual reviews of the Member's performance -- for the year(s) under consideration -- by the immediate supervisor and the University Librarian or their delegate, and copies of written comments -- if any -- by the Member. The University Librarian shall also provide the LPC with copies of evaluations annual reviews completed, for the calendar year preceding the consultation, for all other Librarian Members in positions with functions generally comparable to those of the position held by the Member regarding whose performance the LPC is to give an opinion, as well as any other evaluations which the LPC may reasonably require for the purpose of formulating its opinion.

23.5.5.1 Except as otherwise provided for in this agreement, the provisions of this subsection apply whenever there is a formal evaluation of a Librarian Member's activities by an outside evaluator.

23.5.1.5 Criteria used in any formal evaluation or review of performance of workload duties, as well as reasons for the decision shall be shared with the Librarian Member. The process and resulting decisions must be transparent, fair, equitable, and reasonable.

31.2.2.1 The following conditions must be met for a Librarian Member to be eligible for academic leave:

(a) The Member must hold a continuing appointment.

(b) The Member must have submitted a detailed plan of the work or studies they intend to pursue during the academic leave. The project must, upon evaluation by the immediate supervisor, the LPC and the University Librarian:

(i) be considered relevant in light of one or more of the objectives listed in 31.2.1.1;

(ii) be considered feasible, ~~as indicated by the Member's satisfactory performance over the last three (3) years in every component of workload which corresponds to the project~~ or, in the case of a project for completing university studies, by the Member's having been admitted to a university.

#### ~~\*31.2.5 Professional and Research Days~~

~~In each year, individual Librarians may request, and the University Librarian may grant, a reasonable amount of leave with pay for purposes such as:~~

- ~~• attendance at professional association conferences, conferences in the Member's area of specialization, or workshops related to functions in the Member's current or anticipated assigned duties;~~

- ~~preparation of papers or professional conference presentations;~~
- ~~service for committees of professional associations;~~
- ~~serving in elected executive positions of professional associations;~~
- ~~research activities leading to publications whose form makes peer evaluation possible and those which aim at being communicated in a form permitting peer evaluation.~~

Améliorer les conditions de travail des  
bibliothécaires universitaires.

Improve terms and conditions of work for  
Academic Librarians.

**New Section**

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

(Employer)

– and –

**THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA**

(Association)

**Joint Consultation Committee on the Evaluation of Librarian Members**

**WHEREAS** the Association and the Employer recognize the distinct professional, scholarly, and academic service activities of Librarian Members and the importance of evaluation processes and criteria that reflect the realities of librarian work at the University of Ottawa;

**AND WHEREAS** the Articles in the Collective Agreement regarding the evaluation of Librarian Members, including Articles 16 (Librarians' Personnel Committee), 18 (continuing appointments and promotion for Librarians), 20.5 (Librarian activities), 22.3 (Librarian workload), 23.5 (evaluation of Librarian Members), and 31 (special provisions: Librarians), would benefit from review to ensure that evaluation processes and criteria appropriately reflect the work performed by Librarian Members;

**NOW THEREFORE**, the Parties agree as follows:

**1. Establishment of the Joint Consultation Committee**

- 1.1 The Parties shall establish a Joint Consultation Committee on the Evaluation of Librarian Members (the "Committee") composed of six (6) persons of equal representation between the Parties.
- 1.2 Of the three (3) persons appointed by the Association, at least two (2) shall be Librarian Members. Service on the Committee by a Librarian Member shall be recognized as academic service under section 20.4 of the Collective Agreement.
- 1.3 The Committee may invite Librarian Members or other persons with relevant subject-matter expertise as advisors to support its work.
- 1.4 The Committee shall be convened no later than ninety (90) calendar days following the ratification of this Letter of Understanding. The Committee shall meet no less than four (4) times per academic year.

## **2. Mandate of the Committee**

The mandate of the Committee is:

- (a) to review the processes and criteria used in the evaluation of Librarian Members under the Collective Agreement, including the annual review, continuing appointment, and promotion processes, and the workload provisions applicable to Librarian Members;
- (b) to gather feedback and recommendations from Librarian Members on the application of the relevant Articles of the Collective Agreement to the evaluation of their work;
- (c) to identify challenges that arise in the application of Articles 16, 18, 20.5, 22.3, 23.5, and 31 of the Collective Agreement to the evaluation of Librarian Members; and
- (d) to propose potential changes to evaluation processes and criteria for Librarian Members, including, where appropriate, proposed amendments to the wording of relevant Articles of the Collective Agreement.

## **3. Reporting to Library Council**

- 3.1 The Committee shall deliver to Library Council a written report containing its findings and recommendations no later than twelve (12) months following the date the Committee is convened under section 1.5 of this Letter of Understanding.
- 3.2 Library Council shall consider the report and the recommendations of the Committee in accordance with section 31.1.3 of the Collective Agreement.
- 3.3 The Committee shall also deliver its report to the Parties at the same time as it is delivered to Library Council.

## **4. Pilot Project**

- 4.1 Following the delivery of the Committee's report under section 3.1, the Committee shall, in consultation with Library Council, propose a pilot project to trial the recommended changes to the evaluation of Librarian Members.
- 4.2 The pilot project shall not proceed without the approval of Library Council. For greater certainty, no change to the evaluation processes or criteria applicable to Librarian Members shall be implemented on a pilot basis under this Letter of Understanding without Library Council's prior approval.
- 4.3 Where Library Council does not approve a proposed pilot project, the Committee shall revise the proposal taking into account the feedback of Library Council and

resubmit it to Library Council for approval. This process may be repeated as required.

- 4.4 An approved pilot project shall run for the period determined by the Library Council.

## **5. Review of the Pilot and Outcomes**

- 5.1 At the conclusion of the pilot project, the Committee shall prepare a written review of the pilot, including any proposed amendments to the language of the pilot or to the recommended changes to the Collective Agreement, and shall deliver that review to Library Council.
- 5.2 Library Council shall review the pilot project and any proposed amendments. No amendments shall proceed without the approval of Library Council. Where Library Council does not approve a proposed amendment, the Committee shall revise the proposal and resubmit it to Library Council.
- 5.3 The outcomes of the pilot project and any proposed amendments that have been approved by Library Council shall be forwarded by the Committee to the Parties as recommendations for incorporation into the next round of bargaining between the Employer and the Association.
- 5.4 The Parties agree to consider and discuss the recommendations forwarded under section 5.3 of this Letter of Understanding, including any proposed amendments to the wording of the Collective Agreement, at the next round of bargaining following the date on which the recommendations are available. Any amendments to the Collective Agreement arising from this work shall be made in accordance with the bargaining provisions of the Collective Agreement and applicable labour relations law.

## **6. Operation**

- 6.1 This Letter of Understanding is effective upon the date of ratification and operates as an interim measure pending amendments to the relevant Articles of the Collective Agreement at the next round of bargaining. To the extent of any inconsistency between this Letter of Understanding and the Collective Agreement, this Letter of Understanding prevails.
- 6.2 Nothing in this Letter of Understanding limits the rights of the Association under the Collective Agreement or applicable labour relations law, including its right to bargain changes to the Collective Agreement.

SIGNED at Ottawa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Aborder les questions relatives à la promotion et à la charge de travail des professeur.e.s de langues, des professeur.e.s remplaçants et des professeur.e.s à engagement spécial continu.

Address promotion and workload issues of Language Teachers, Replacement Professors and Continuing Special Appointment Professors.

## **Membres du personnel de langue III – Promotion – Language Teachers**

### **18.4.2 Requirements**

\*18.4.2.2 The requirements for promotion to *language teacher IV* are as follows.

- (a) The Member must, on the date on which the promotion is to take effect, hold a doctorate, or the equivalent thereof, in linguistics, applied linguistics, language didactics, or in education or psychology in a field related to the teaching of French or English as a second language.
- (b) The Member must, on the date on which the promotion is to take effect, have accumulated not less than two (2) years of experience teaching a second language at the university level.

or

- (c) The Member must, on the date on which the promotion is to take effect, hold a Master's degree (M.A.) in teaching English or French as a second language, in linguistics, applied linguistics, language didactics, or in education or psychology in a field related to the teaching of French or English as a second language.
- (d) The Member must, on the date on which the promotion is to take effect, have accumulated not less than fifteen (15) years of experience teaching a second language at the university level.

Aborder les questions relatives à la promotion et à la charge de travail des professeur.e.s de langues, des professeur.e.s remplaçants et des professeur.e.s à engagement spécial continu.

Address promotion and workload issues of Language Teachers, Replacement Professors and Continuing Special Appointment Professors.

### **Replacement Professors (Workload)**

\*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. With the Professor's consent, they may perform academic service activities in exchange for a reduced workload.

Aborder les questions relatives à la promotion et à la charge de travail des professeur.e.s de langues, des professeur.e.s remplaçants et des professeur.e.s à engagement spécial continu.

Address promotion and workload issues of Language Teachers, Replacement Professors and Continuing Special Appointment Professors.

## **New Section**

### **Appendix K – Professor of Teaching**

The Parties agree that the contents of the below, *Professor of Teaching*, 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 unless otherwise specified in this Agreement.

Professors of Teaching Members will be committed to fostering excellence in teaching and learning at the University of Ottawa. The workload of Professors of Teaching Members will normally involve teaching, and may involve Academic/Educational Leadership activities, and the expectation of continuing professional development through scholarly activities.

#### **A. Definitions**

***Professor of Teaching (formerly Continuing Special Appointment Professors (CSAP))***: refers to 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.

***Continuing Appointment***: an indeterminate appointment that may be granted to a Professor of Teaching Member following a five (5) year period, a satisfactory performance evaluation, in accordance with Article 17.3 of the Collective Agreement, excluding Articles 17.3.1 and 17.3.2.2 of the Collective Agreement.

#### **B. Teaching Load**

1. The normal teaching load of a Professor of Teaching Member will be a total of eighteen (18) credits, the equivalent of six 3-credit courses. The teaching workload assignment will follow the process pursuant to the Faculty and/or Unit practices; the factors in articles 22.2.1.4 and 22.2.1.3 of the Collective Agreement to determine teaching loads apply.
2. A Member's teaching load may be reduced from the normal workload in the following circumstances:

- a. Professor of Teaching Members participating in continuous scholarly and/or Educational Leadership activities shall receive a 1-course release. For clarity, their teaching load will be equivalent to five (5) 3-credit courses, for a total of 15 credits.
- b. Enrolment, teaching repeated sections, teaching a course for the first time, teaching a course for the first time in the second language, undergraduate thesis supervision, and status as a newly appointed professor shall be factored into the Member's teaching load and determined pursuant to the practice of the Faculty and/or Unit.
- c. Professor of Teaching Members shall be granted course releases as described in the Collective Agreement and Faculty/Unit bylaws for administrative, academic service activities, and professional work.
- d. Professor of Teaching members holding an administrative position, such as Dean, Vice-Dean, Chair, Associate Chair, Program Director, or APUO President, will be given the workload of a regular professor, along with the course releases typically provided for those positions.
- e. All other clauses in the Collective Agreement pertaining to teaching loads apply to Professor of Teaching Members.

### **C. Scholarly Activities and Academic/Educational Service**

- 1. Professor of Teaching Members **are not** expected to participate in scholarly and academic activities. For clarity, in this case, the teaching load will be equivalent to six (6) 3-credit courses (for a total of 18 credits).
- 2. The assignable workload for the scholarly activities and academic/Education Leadership activities of a Professor of Teaching Member may include, but is not limited to, the activities listed below and under Articles 20.2, 20.3.1, 20.3.2, 20.3.4, 20.4 and 20.5.3 of this Collective Agreement.

#### ***Scholarly activities***

- i. Professional development through scholarly activities in the discipline's pedagogy
- ii. Pedagogical innovation through scholarly activities in the pedagogy of the discipline,
- iii. Developing the curriculum within the context of departmental procedures.
- iv. Research collaborations
- v. Publications, reports
- vi. Giving presentations at meetings, conferences, seminars, etc.

- vii. Performing other reasonable duties related to advancing the quality of teaching and learning.

***Academic and Educational Leadership activities:***

- i. Training and mentoring teaching assistants;
- ii. Direction of honours students' projects;
- iii. Participating in outreach activities;
- iv. Demonstrating leadership in undergraduate or graduate education;
- v. Assuming the responsibilities of a Teaching Evaluator, as described in Article 24.2.2, it is understood that *Members of the Professor of Teaching* category may assume those responsibilities only after their promotion to Associate Professor, as described in the 2024-2026 LOU for Continuing Special Appointment Professors (CSAP).
- vi. Serving as Vice-Dean, Chair, Program Director, and Association activities (such as President, officer on the executive committee, Member).
- vii. Performing other reasonable duties related to advancing the quality of teaching and learning.
- viii. Teaching Evaluator, as described in Article 24.2.2; it is understood that Professor of Teaching Members may assume the responsibilities of a Teaching Evaluator only after successfully completing their initial appointment.

It is recognized that the activities in Section 2 of this Appendix and Article 20.2 of the Collective Agreement may require significant engagement. This engagement will be fully recognized under the Collective Agreement for the purposes of obtaining a continuing appointment and promotion.

**D. Professional Leaves**

1. Once every four (4) years, a Professor of Teaching Member may apply for a four-month professional leave, with no reduction in remuneration, to enhance their teaching or perform scholarly activities. The professional leave will count towards nine (9) credits of the teaching load. The four-month professional leave shall not count towards the aforementioned four-year period.
2. A Professor of Teaching Member may apply for professional leave by forwarding an application, accompanied by any relevant documentation and the Member's up-to-date curriculum vitae, to their Dean. The application shall normally be made no less than six (6) months and no more than eighteen (18) months prior to the requested start date for the leave.
3. The Professor of Teaching Member's Dean shall make a decision in this regard after consulting with the DTPC, Chair and FTPC.

4. Professor of Teaching Member's Professional leaves shall be confined entirely within one regular term.
5. A Professor of Teaching Member shall not owe course credits if they typically teach less than the equivalent of 9 credits in the term of their professional leave.
6. No more than twenty percent (20%) of Professor of Teaching Members shall be on professional leave within the University during any academic year. Priority will be determined first by the fewest leaves already taken, then by years of service.
7. Reasonable efforts will be made to grant leave, subject to operational requirements.
8. If a Professor of Teaching Member's eligible application is deferred by the Dean, the deferred period shall count towards the subsequent leave application.

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

#### **E. Appointments**

1. The rank of **Assistant Professor of Teaching** is conferred on Members who do not hold a Continuing Appointment.
2. The initial appointment shall be for a term of five (5) years.
3. Upon completion of the initial appointment term, an Assistant Professor of Teaching Members shall be evaluated in accordance with Article 17.3 of the Collective Agreement, excluding Articles 17.3.1 and 17.3.2.2. A Professor of Teaching Member who successfully completes the evaluation process shall be granted a Continuing Appointment and the rank of **Associate Professor of Teaching**.

Professor of Teaching Members who do not obtain a Continuing Appointment are granted a further five (5) year renewable appointment in accordance with Article 17.3, excluding Articles 17.3.1 and 17.3.2.2.

4. The rank of Full Professor of Teaching will be conferred on Members at the Associate Professor rank who have met the requirements and conditions for promotion as outlined in section G – 2 of this Agreement.

5. Salary: Professor of Teaching Members at the ranks of Assistant and Associate will be subject to the Associate Professor salary cap. Professor of Teaching Members at the rank of Full Professor will be subject to the Full Professor salary cap.
6. Professor of Teaching Members will be considered regular tenured professors for the purpose of holding any academic administrative position.
7. In the event that a Professor of Teaching Member retires or resigns from their position, that position will be opened as a regular tenure-track position.
8. If a Professor of Teaching Member successfully obtains a regular tenure-track position with the Employer, the position can then be reposted.

**F. Conversions from a Replacement Professor to a Professor of Teaching (previously known as CSAP)**

The parties agree to amend, where indicated, the 2024-2026 Letter of Understanding on Conversion to CSAP to reflect a change from CSAP to Professor of Teaching.

**G. Performance evaluation**

1. The promotion of an Assistant Professor of Teaching to the rank of Associate Professor of Teaching shall be granted when they meet the following conditions:

All existing Assistant Professor of Teaching Members (previously known as CSAP) and newly appointed Assistant Professor of Teaching members may request that their teaching be evaluated under Article 24 of the Collective Agreement. As part of any such request, Assistant Professor of Teaching Members must provide all available A-reports for the past three (3) years. If an Assistant Professor of Teaching Member's teaching is deemed to "meet expectations", they will be awarded a Continuing Appointment with a change in rank to Associate Professor of Teaching. For clarity, this means these Members will not be required to apply for future contract renewals. Rather, they will hold their Assistant Professor of Teaching positions, subject to Articles 19 and 39 of the Collective Agreement, until they retire or resign. If an Assistant Professor of Teaching Member's teaching is not deemed to meet expectations, they may request another evaluation two years later.

1. Moreover, a Member who has been granted a Continuing Appointment and promotion to Associate Professor of Teaching under paragraph G-1 , may apply for promotion to the **rank of Full Professor in accordance with the procedures set out in article 25 of the Collective Agreement.**

The promotion of a Professor of Teaching Member to the rank of Full Professor shall be granted when they meet the following conditions:

- a. The Professor of Teaching Member holds a doctorate, or the equivalent thereof, as recognized pursuant to the provisions of 23.4.2 of the Collective Agreement.
- b. The Professor of Teaching Member has demonstrated teaching that, when evaluated in accordance with the provisions of Article 24, is deemed outstanding, as established within the last two years of the application for promotion.
- c. The Professor of Teaching Member has produced scientific, literary, artistic, or professional works, or a combination thereof, that, in accordance with the criteria set forth in Article 23.3.3.1 of the Collective Agreement, are deemed satisfactory. This assessment shall be made following an overall evaluation of the Member's scholarly works, carried out in accordance with the provisions of Article 23.3 of the Collective Agreement, during which the opinions of three (3) outside evaluators will have been obtained, in accordance with Article 23.3.2 of the Collective Agreement.
- d. The Professor of Teaching Member has undertaken academic service activities that, in accordance with Article 23.2.4.3(a), are deemed to be of satisfactory quality.
- e. The Professor of Teaching Member will have accumulated, by the end of the calendar year in which their promotion takes effect, at least ten (10) years of regular university-level experience, or the equivalent thereof, as determined pursuant to 23.4.1(b), of which the last two (2) academic years must be at the University of Ottawa, as a regular Faculty Member, Visiting Professor, research fellow, or replacement professor.
- f. The Professor of Teaching Member must have met the proficiency requirements in French and English as set out in the letter of initial regular appointment, if applicable. The Member's proficiency in French and English shall be assessed in accordance with Article 11.

## **2. Administrative**

- a. The salary scale for this category shall follow the APUO salary scale for regular professor Members regarding PTRs and salary adjustments.
- b. Appointments in this category are subject to the same search and hiring procedures as regular appointments.

Aborder les questions relatives à la promotion et à la charge de travail des professeur.e.s de langues, des professeur.e.s remplaçants et des professeur.e.s à engagement spécial continu.

Address promotion and workload issues of Language Teachers, Replacement Professors and Continuing Special Appointment Professors.

## **New Section**

### **LETTER OF UNDERSTANDING**

BETWEEN

THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Re: Full Professor of Teaching

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**WHEREAS** the Parties acknowledge that, prior to the ratification of this Agreement, CSAP Members have been promoted to the rank of Associate Professor (CSAP) under the 2021-2024 CSAP LOU process; and

**WHEREAS** outstanding teaching, satisfactory scholarly or professional contributions, and satisfactory academic service are the criteria for promotion to Full Professor of Teaching under the 2026-20XX Collective Agreement; and

**WHEREAS** outstanding teaching, satisfactory scholarly or professional contributions, and satisfactory academic service were previously the criteria for promotion to Associate Professor (CSAP); and

**WHEREAS** members promoted to Associate Professor (CSAP) have met all required criteria, including outstanding teaching, satisfactory scholarly or professional contributions, and satisfactory academic service for the promotion; and

**WHEREAS** the Parties agree that CSAP Members promoted to the rank of Associate Professor under the 2021-2024 CSAP LOU process should be considered for promotion to the rank of Full Professor of Teaching,

The Parties agree that CSAP Members who, prior to the ratification of this Agreement, had met all criteria for promotion to Associate Professor (CSAP) **shall be eligible to apply for**

**promotion to the rank of Full Professor of Teaching** in accordance with the following procedures:

1. Eligibility for Promotion to the rank of Full Professor of Teaching shall be granted when members meet the following conditions:
  - i. The member holds a Continuing Appointment and the rank of Associate Professor of Teaching.
  - ii. The candidate must have completed a minimum 15 years of cumulative service.
  - iii. A minimum of 3 years of service at the rank of Associate Professor of Teaching.
2. Promotion to Full Professor of Teaching shall be given to an Associate Professor of Teaching Member who has demonstrated sustained educational leadership or academic service, or a combination thereof with measurable impact over their career.
3. Members applying for promotion to Full Professor of Teaching shall provide information on their educational leadership service activities in sufficient detail to allow the DTPC, FTPC, and the Dean to assess its quality.
4. If an application for promotion is unsuccessful, the candidate becomes eligible to reapply two years thereafter.

This LOU expires when XXXX.

SIGNED at Ottawa, this \_\_\_\_ day of \_\_\_\_\_ 2024.

Garantir un espace pour une garderie à l'Université d'Ottawa.

Guarantee a space for a childcare centre at the University of Ottawa.

**New Section**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF OTTAWA**

(Employer)

- and -

**THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA**

(Association)

**Childcare**

**WHEREAS** the Employer and the APUO confirm their mutual agreement that childcare is a necessary service to all employees of the University and represents a necessary step in ensuring family status equity.

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

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

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

**NOW THEREFORE** both Parties agree that the Employer commit:

1) To offer an appropriate space for childcare services on its campuses for at least fifteen (15) years,  
and

2) To create one hundred (100) new childcare spaces at market rates, both by July 2027.

SIGNED at Ottawa, this \_\_\_\_ day of \_\_\_\_\_ 2026.

Mettre en place des mesures visant à réduire les délais dans le processus de traitement des griefs.

Introduce measures to reduce delays in the grievance process.

## Grievance Process

### Section 13.4 Step 1: Filing a Grievance

\*13.4.1 The grievor shall forward a written notice of grievance to the Employer's Liaison Officer, stating the nature of the grievance and the remedy sought, ~~within fifteen (15)~~ twenty (20) working days of the occurrence of the incident or the date the Member had notice of the event in question, or the date the Member received, or was deemed pursuant to 5.2.3 to have received, the decision giving rise to the grievance.

\*13.4.2 Step 1 meeting A Step 1 meeting shall take place no more than ~~fifteen (15)~~ ten (10) working days of receipt of the written notice of grievance, or such other time as agreed to by the Liaison Officers, to be attended by the Liaison Officers or their delegates, the grievor, and the Dean, it being understood that:

- (a) in the case of a grievance against a decision of the Joint Committee, Board of Governors, or Administrative Committee, the Provost and Vice-President Academic Affairs or their delegate shall replace the Dean;
- (b) in the case of a group grievance, an authorized spokesperson shall attend for the group and shall deliver to the Liaison Officers, in writing, a list of the members of the group;
- (c) in the case of a grievance initiated by the Association, the president of the Association or their delegate shall attend as the grievor.

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

It is agreed that this mediation session will be referred to as the Step 1 meeting, mutatis mutandis, for all deferral or denial of a promotion and tenure or promotion applications.

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

\*13.4.4 The Employer's Liaison Officer shall give all persons required to attend the Step 1 meeting at least forty-eight (48) hours' notice of the time and place of the meeting.

\*13.4.5 Step 1 memorandum Within five (5) working days of the conclusion of the Step 1 meeting, or such other delay as agreed to by the Liaison Officers, the result of the meeting shall be set out in a memorandum signed by the Liaison Officers and copies thereof shall be forwarded to the persons who attended the meeting.

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

## **Section 13.5 Step 2: Mediation**

\*13.5.1 Where a grievance is not resolved at Step 1, the grievor ~~may~~ shall submit the grievance to mediation by forwarding to the other Party's Liaison Officer a Notice of Mediation ~~a request~~ to that effect within ~~ten (10)~~ five (5) working days of receipt of the signed Step 1 memorandum.

\*13.5.2 ~~The Liaison Officer shall, within ten (10)~~ five (5) working days following receipt of the request for Notice of Mediation under 13.5.1, the recipient shall forward a written reply, stating the recipient's nomination as mediator. ~~advise the other Party's Liaison Officer whether or not they accept Mediation. If Mediation is refused, the grievance may be referred to Step 3: Arbitration pursuant to 13.5.7.~~

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

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

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

\*13.5.6 Costs The Employer and the Association shall share the costs of the mediator equally unless otherwise agreed to by the Parties.

\*13.5.7 Within ~~fifteen (15)~~ twenty (20) working days following receipt of the mediator's report in Step 2: Mediation, ~~or the receipt of the Mediation refusal of either Party, or in cases which bypass Step 2: Mediation,~~ either Party will inform, by way of a written Referral to Arbitration notice forwarded by one Liaison Officer to the other Party's Liaison Officer, whether the grievor will be requesting that the grievance be referred to arbitration. The notice shall briefly state the nature of the grievance and the name of the grievor(s). In cases involving the giving of basic progress, leaves (including academic and professional leaves), the non-renewal of a limited term regular appointment, or the issuance of a written reprimand, there shall be a one-person

board of arbitration. ~~In all other cases, there shall be a three person board of arbitration, unless otherwise agreed by the Parties.~~

### **Section 13.6 Step 3: Arbitration**

\*13.6.1 Within ~~fifteen (15)~~ twenty (20) working days following the forwarding of the Referral to Arbitration, the grievor (or the Association, where the grievance has been assumed) shall forward an Arbitration Confirmation notice stating:

- (a) the question to be submitted to arbitration;
- (b) the grievor's (or the Association's, where the grievance has been assumed) ~~nominee to the board of arbitration, in cases to be heard by a three person board as determined under 13.5.7;~~ and
- (d) identification of the grievor(s) and the classification of the grievance as an Association, private, or Employer grievance and the Parties to the grievance.

\*13.6.2 Within ten (10) working days following receipt of the Arbitration Confirmation provided for in 13.6.1, the recipient shall forward a written reply, stating the recipient's ~~nomination as arbitrator~~ ~~ee to the board of arbitration, in cases to be heard by a three person board as determined under 13.6.1, and any objections to the question formulated.~~

\*13.6.3 Chair of board of arbitration The arbitrator shall sit as the chair, unless the Parties specify otherwise. ~~Within fifteen (15) working days following receipt of the reply to the notice of referral to arbitration, or, where there is no such reply in cases of a one person board of arbitration, within twenty five (25) working days following receipt of the supplementary notice provided for in 13.6.1, the Parties shall appoint a chair of the board of arbitration. In the event that the Parties are unable to agree upon a chair within the above time limit, the Parties to the collective agreement shall choose the chair by lot from a list of four (4) arbitrators, each Party to the collective agreement proposing two (2) taken from a list of four (4) names submitted by the other. In the case of a one person board of arbitration, the term chair shall be read as sole arbitrator.~~

13.6.3.1 Where hearing dates are proposed by a jointly appointed arbitrator or either Party, each Party, or the responding Party, shall confirm or decline their availability within ten (10) working days of receiving the proposed dates.

\*13.6.4 Exclusions from boards of arbitration No person who is an employee of the University of Ottawa or a member of the Board of Governors or Senate of the University of Ottawa, or who has been involved with or has attempted to negotiate or settle the matter being decided by the arbitrator may arbitrate the grievance. ~~placed before a board of arbitration shall be a member of the board of arbitration.~~

\*13.6.5 In the case of a three-person board of arbitration, a decision by at least two (2) members of the board of arbitration shall be final and binding on the Parties. In the event that

the board fails to arrive at a decision supported by at least two (2) members, the decision of the chair shall be final and binding on the Parties.

### **13.6.6 Duties and powers of the arbitrator ~~a board of arbitration~~**

\*13.6.6.1 A jointly appointed arbitrator ~~board of arbitration~~ shall have the duty and power to adjudicate all differences between the Parties. A privately appointed arbitrator ~~board of arbitration~~ shall have all the powers of an arbitrator or board of arbitration provided for in the Ontario Labour Relations Act, as amended from time to time.

13.6.6.1.1. Where a Party has received reasonable notice of a hearing date and fails to attend, the arbitrator or chair may reset the hearing date under 13.6.3.1, the arbitrator shall be empowered to order costs for a party's failure to attend a hearing.

\*13.6.6.2 Subject to the provisions of the Ontario Labour Relations Act, an arbitrator ~~a board of arbitration~~ shall not have jurisdiction to amend, modify, or act inconsistently with this collective agreement, it being understood that an arbitrator ~~the board of arbitration~~ will not be barred on the basis of a minor procedural or technical irregularity from hearing a grievance and rendering an award.

\*13.6.6.3 Notwithstanding 12.4.1 and 12.5, the identity of a confidential document's author may be revealed to the arbitrator ~~members of a board of arbitration~~ or to the Parties to the grievance when it is necessary for the arbitrator to know the identity of the author of such a document in order to determine ~~the chair of the board decides that the identity of the author of such a document is relevant to the determination of a grievance.~~ In such a case, the arbitrator ~~arbitration board~~ may use this information for its decision but must preserve its confidentiality in its award.

\*13.6.7 Costs ~~Each Party shall bear the costs of its nominee to a board of arbitration, and the costs of the~~ arbitrator ~~chair~~ shall be shared equally except in those cases set out in 13.7.1 below, it being understood that the arbitrator ~~the board of arbitration~~ may, due to exceptional circumstances, make a different determination.

Mettre en place des mesures visant à réduire les  
délais dans le processus de traitement des griefs.

Introduce measures to reduce delays in the  
grievance process.

**New Section**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF OTTAWA**

(Employer)

- and -

**THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA**

(Association)

**Pilot Project: Block Neutral Evaluation**

**WHEREAS** Article 13 of the Collective Agreement establishes a grievance procedure;

**AND WHEREAS** the Parties recognize that delays at arbitration have been especially pronounced, with grievances remaining unresolved for years after an arbitrator has been appointed, and before a hearing takes place. Members whose disputes remain unresolved for extended periods face real consequences for their employment, careers, working conditions, and psychological health and well-being;

**AND WHEREAS** by the time an arbitrator has been appointed under section 13.6.3 of the Collective Agreement, the issues in dispute have been identified and an informed, impartial assessment of the likely outcome at that stage can create a genuine opportunity for resolution before the cost and time of a full hearing is incurred;

**AND WHEREAS** the Parties wish to establish, on a pilot project basis, a structured process through which both parties receive an informed, impartial evaluation of how a dispute is likely to be resolved. This process shall be delivered in batched sessions, held twice per year, after the Confirmation of Arbitration has been filed under section 13.6.1 of the Collective Agreement, attended only by Legal Counsel and Paralegal. The process shall be conducted in accordance with the principles of early resolution, confidentiality, and party autonomy, on a without prejudice basis, as set out in this Letter of Understanding;

**NOW THEREFORE**, the Parties agree as follows:

**1. Definitions**

Terms defined in Article 1 and Article 13 of the Collective Agreement have the same meaning in this Letter of Understanding.

In addition:

**"BNE Session"** means a Block Neutral Evaluation session held pursuant to this Letter of Understanding.

**"Docket"** means the list of Eligible Grievances agreed upon by the Parties for review at a given BNE Session.

**"Eligible Grievance"** means any grievance for which a chair of the board of arbitration or sole arbitrator has been appointed pursuant to s. 13.6.3 of the Collective Agreement, and for which hearing dates have been scheduled as of the date the Docket is compiled. For greater certainty, placement of a grievance on the Docket does not affect the appointment of the arbitrator or any right of either Party under s. 13.6 of the Collective Agreement.

**"Evaluator"** means the neutral evaluator jointly appointed by the Parties pursuant to Article 4 of this Letter of Understanding.

**"Legal Counsel"** means the legal counsel designated by each Party's Liaison Officer to attend and present at a BNE Session. For greater certainty, grievors, managers, grievance officers, union representatives, and all other persons are not Legal Counsel for purposes of this Letter of Understanding.

**"Non-Binding Assessment"** means the confidential, without-prejudice oral assessment provided by the Evaluator following submissions on each grievance, as described in Article 6 of this Letter of Understanding.

**"Paralegal"** means a paralegal designated by a Party's Legal Counsel to attend and assist at a BNE Session.

## **2. Purpose and Guiding Principles**

2.1. The purpose of BNE is to provide the Parties with a rapid, focused, and evaluative review of Eligible Grievances in a single block session held twice per year, giving both Parties a reliable basis for determining next steps.

2.2. The process is guided by three principles:

a) Early Resolution

The parties are better served by resolving disputes early. BNE is designed to surface a realistic view of each case at the earliest practical stage, while both sides still have maximum flexibility to settle or proceed to the arbitration hearing.

b) Confidentiality and Without Prejudice

BNE is strictly confidential and without prejudice. This protection applies to both parties equally and survives the end of the pilot project.

c) Party Autonomy

The evaluator's assessment gives both parties a reliable basis for choosing their next step. That choice of the next steps belongs entirely to the parties.

### **3. Scheduling and Docket**

3.1. The Parties shall hold two BNE Sessions per year during the pilot period, one in each half of the academic year. Dates shall be agreed upon by the Parties no later than forty-five (45) Working Days before each BNE Session.

3.2. Each BNE Session shall be a half or full business day, depending on the number of cases. The Parties may, by mutual written agreement, schedule a second day where the volume of Eligible Grievances warrants it.

3.3. No later than thirty (30) Working Days before a BNE Session, the Parties shall jointly compile the Docket. The Docket shall include all Eligible Grievances as of that date. The APUO may withdraw a grievance from the Docket by providing notice in writing at any time before the BNE Session begins.

3.4. Grievances involving allegations of sexual harassment or discrimination under Article 8 of the Collective Agreement, and private grievances under s. 13.7, shall not be placed on the Docket without the express written consent of both Parties and, in the case of a private grievance, the grievor.

### **4. The Evaluator**

4.1. Within thirty (30) days of the signing of this Letter of Understanding, the Parties shall jointly agree on a roster of Evaluators for the duration of the pilot project and set the dates for the BNE sessions during the duration of the pilot project.

4.2. The Evaluator is permanently excluded from acting as arbitrator, mediator, or neutral in any subsequent proceeding concerning any grievance reviewed at a BNE Session, unless both Parties expressly consent in writing.

4.3. The Evaluator's fees and expenses shall be shared equally by the Parties, unless the parties agree otherwise.

### **5. Written briefs**

5.1. No later than fourteen (14) working days before each BNE Session, each Party shall provide to the other Party and to the Evaluator, for each grievance on the

Docket, a written brief of no more than three (3) pages setting out its position, together with the key documents it considers relevant.

- 5.2. Briefs and accompanying documents are confidential, provided solely for the purposes of the BNE Session, and may not be used or referred to in any subsequent proceedings.
- 5.3. The Evaluator may request clarification of a brief from either Party's Legal Counsel before the BNE Session. Any such communication shall be made to both Parties simultaneously.

## **6. Conduct of the BNE Session**

- 6.1. Only the Legal Counsel and Paralegal of each Party shall attend the BNE Session. No grievors, managers, grievance officers, or other persons shall attend, except by express written consent of both Parties.
- 6.2. The Evaluator shall act as Case Manager for the entire BNE Session and shall determine the order of review, having regard to any scheduling preferences expressed by the Parties.
- 6.3. For each grievance on the Docket, the procedure is as follows:
  1. Oral submissions. Each Party's Legal Counsel shall make brief oral submissions. The Evaluator may direct the flow of submissions as they see fit.
  2. Focused questioning. The Evaluator shall question Legal Counsel on the parties' positions, the relevant provisions of the Collective Agreement, and any factual or legal issues the Evaluator considers material. The Evaluator's questions are explorative rather than adjudicative.
  3. Non-Binding Assessment. Following submissions and questioning, the Evaluator shall deliver a Non-Binding Assessment to both parties' Legal Counsel simultaneously, in plenary session. The Assessment shall address: the relative strengths and weaknesses of each Party's position; the likely outcome if the grievance were to proceed to arbitration; and, where the Evaluator considers it appropriate, a settlement range. The Assessment is oral only. There is no written record, no formal findings, and no award.
- 6.4. The Evaluator may group related grievances for combined review with the consent of both Parties.

## **7. Suspension of Timelines and Proceedings**

- 7.1. A grievance may be placed on a Docket and reviewed at a BNE Session, provided the scheduled hearing date for the grievance is at least three (3) months after the date of the applicable BNE session, or where no hearing date has yet been scheduled. The appointment of the arbitrator is not affected.
- 7.2. From the date a grievance is placed on a Docket, no arbitration hearing in respect of that grievance shall take place.
- 7.3. If, following a BNE Session, the Parties' Legal Counsel indicate that they intend to pursue settlement discussions, the Parties may commence settlement discussions immediately or, by mutual agreement, convert a scheduled arbitration hearing into a mediation.
- 7.4. If no settlement is reached, the arbitration proceedings shall resume as if no time had passed since the grievance was placed on the Docket.
- 7.5. Either Party may, during this period, give written notice to the other Party's Legal Counsel, that it wishes to resume arbitration proceedings.

## **8. Post-Assessment Outcomes**

- 8.1. Following a BNE Session, the Parties may, for each grievance reviewed:
  - a) reach a negotiated settlement;
  - b) schedule the arbitration hearing with the appointed arbitrator, or
  - c) the Party that initiated the grievance may withdraw the grievance.
- 8.2. Participation in BNE does not constitute agreement to settle, does not waive any procedural or substantive right, and does not affect the grievor's right to have the grievance heard on its merits.

## **9. Confidentiality**

- 9.1. All submissions, questions, Evaluator's assessment, briefs, documents, and communications made or produced in connection with a BNE Session are strictly confidential and without prejudice. They may not be used, cited, or disclosed in mediation, arbitration, judicial proceeding, labour board proceeding, or any other forum.
- 9.2. The Evaluator shall maintain strict confidentiality and shall not disclose anything communicated in the BNE Session to any person other than the Legal Counsel and the Paralegal present at that Session.
- 9.3. The confidentiality survives the expiry or termination of this Letter of Understanding.

9.4. Notwithstanding clauses 9.1 and 9.3, each of the Association and the Employer may disclose the content of a Non-Binding Assessment to those of its representatives who are required to consider the Assessment in order to determine the next steps for the grievance.

## **10. Duration and Review**

10.1. This Letter of Understanding takes effect on [date].

10.2. The Parties shall meet to evaluate the pilot project and determine whether to renew, amend, or discontinue it no later than ninety (90) days before the expiry of the Collective Agreement. The evaluation shall consider the number of grievances reviewed and resolved, cost and time outcomes, and the Parties' overall assessment of the process.

10.3. This Letter of Understanding shall be interpreted in a manner consistent with the Collective Agreement. In the event of any inconsistency, the Collective Agreement prevails.

Établir dans la convention collective des protections assurant que l'adoption et l'utilisation de l'intelligence artificielle respectent les droits, la liberté académique et les conditions de travail des membres.

Establish safeguards in the Collective Agreement to ensure that the adoption and use of artificial intelligence respects members' rights, academic freedom, and working conditions.

## **Artificial Intelligence**

### **New Section**

#### **Article, 9, paragraph (c):**

(c) The academic freedom protected in (a) includes the freedom of each Member to choose whether, when, and how to use technologies, including artificial intelligence systems, in teaching, scholarly activity, librarianship, and counselling, and the freedom to refuse such use. The Employer shall not require the use of technologies, including AI systems, by a Member, and shall not use the choice to use or not to use such technologies as a basis for adverse action.

### **New Section**

#### **Section 12.1.7: Use of AI-generated content in evaluative and disciplinary processes):**

Documentation, assessments, summaries, recommendations, scores, rankings, or other outputs generated, in whole or in part, by an artificial intelligence system shall not be placed in a Member's file, shared with their chair, DTPC, Dean, FTTC and the Joint Committee, or otherwise relied upon in any process governed by this Agreement that bears on a Member's appointment, renewal, tenure, promotion, performance evaluation, workload assignment, or discipline. This prohibition applies regardless of whether the output is presented as such or as the work of a human author who relied upon it. A Member who has reason to believe that an AI-generated output has been used in contravention of this clause shall have access, upon request to the Association, to all relevant documents, drafts, and metadata, and may grieve under Article 13. The Employer shall ensure, through training and procurement, that representatives of the Employer engaged in evaluative or disciplinary processes do not use AI systems to generate such outputs.

### **New Section**

#### **Section 35.2.4: Use of Member work in artificial intelligence systems:**

35.2.4. Notwithstanding the licence granted in 35.2.2.2 and any other provision of this Agreement, the Employer shall not use, license, transmit, or authorize the use of any Member's original work, course notes, lectures, recordings, image, voice, likeness, or any other product of a Member's professional or scholarly activity to train, fine-tune, evaluate, benchmark, or augment any artificial intelligence system,

whether the system is operated by the Employer, by a third party, or jointly, except with the prior, informed, individual, and written consent of the Member.

35.2.4.1 Consent under 35.2.4 must identify with specificity the work to be used, the AI system or class of systems for which it is to be used, the purpose of the use, the duration of the consent, and the manner in which the Member may revoke consent. Consent given by the Employer or by an academic unit does not constitute valid consent under this clause. A Member's consent under this clause is revocable by the Member at any time on written notice to the Employer. Upon revocation, the Employer shall take all reasonable steps to prevent further use of the work in the AI system and shall notify any third party that received the work.

35.2.4.1.1 Where a Member revokes consent under article 35.2.4.1, the Employer shall notify the Member in writing of:

- a) The identify of all third parties notified of the revocation;
- b) The date on which each third party was notified; and
- c) Whether the Member's work has been removed from the relevant artificial intelligence system, including written confirmation from the third parties of such removal where available.

35.2.4.2 Vendor and third-party contracts. The Employer shall not enter into any contract, licence, or agreement with a third party that purports to grant rights over Member's work for AI-related purposes inconsistent with this clause. Any such provision in a contract entered into during or after the term of this Agreement shall be void as between the Parties.

## **New Section**

### **Section 5.1.5 Protection against AI-based surveillance and monitoring**

5.1.5.1 The Employer shall not use, deploy, or authorize the use of artificial intelligence systems for the surveillance, monitoring, profiling, or generation of inferences about Members or about Members' work, except as expressly authorized by this Agreement and subject to the procedural protections set out herein.

5.1.5.2 Where AI features are present, by default or otherwise, in software or services procured or authorized by the Employer (including, but not limited to, productivity software, learning management systems, communications platforms, library systems, and security software), the Employer shall ensure that those features are configured so as not to generate, store, or transmit data about Members or Member activity for evaluative, disciplinary, productivity, or research-output purposes, except with the Member's prior informed written consent.

5.1.5.3 Where the Employer collects data through electronic monitoring tools (whether AI-based or not) for legitimate operational, security, or accessibility purposes, such data shall not be used in any process bearing on a Member's appointment, renewal, tenure, promotion, performance evaluation, workload assignment, or discipline, except as provided in XX.4.

5.1.5.4 If, notwithstanding XX.3, the Employer proposes to introduce monitoring data in a process bearing on a Member, the Employer shall, in advance, disclose to the Association and to the Member the data, its relevance, and the manner of its collection, and shall provide a meaningful opportunity to contest its admissibility. The default presumption is that such data is inadmissible; the Employer bears the burden of justifying admission in a particular case.

5.1.5.5 AI features in library systems shall not log, profile, or transmit patron interactions or Member-Librarian reference exchanges to vendors or third parties for AI training or model improvement, regardless of vendor terms. Where vendor terms purport to authorize such use, the Employer shall negotiate alternative terms or select a different vendor.

5.1.5.6 A Member shall have access, on reasonable notice, to any data collected about them through electronic monitoring or AI systems, and to any inferences generated about them by such systems.

## **New Section**

### **Article 1 - Definitions**

An artificial intelligence (AI) system is a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI systems vary in their levels of autonomy and adaptiveness after deployment. The term includes generative AI systems, predictive AI systems, and AI-augmented features within productivity, communications, learning management, library, security, and human resources software. The term does not include software whose function is limited to spell-checking, grammar-checking without rewriting, search indexing without inference generation about persons, or other routine non-evaluative computational tasks that do not generate, characterize, or rank content about Members or about Member work.

## **New Section**

### **Section 5.8 No use of AI to reduce or displace academic labour**

5.8.1 The Employer shall not use the availability of AI systems as a basis for (a) reducing the complement of Members or Librarian Members; (b) reducing the use

of teaching assistants, markers, research assistants, or other instructional and research support.

5.8.2 Where the Employer proposes a change in the assignment of duties between Members, teaching assistants, markers, research assistants, teaching professors, or AI systems, the proposal shall be referred to Standing Joint Committee on Technology and AI.

Établir dans la convention collective des protections assurant que l'adoption et l'utilisation de l'intelligence artificielle respectent les droits, la liberté académique et les conditions de travail des membres.

Establish safeguards in the Collective Agreement to ensure that the adoption and use of artificial intelligence respects members' rights, academic freedom, and working conditions.

**New Section**

**LETTER OF UNDERSTANDING**

*between*

**THE UNIVERSITY OF OTTAWA**

(the "Employer")

*and*

**THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA**

(the "Association")

**RE: STANDING JOINT COMMITTEE ON TECHNOLOGY AND AI (SJCTAI)**

**WHEREAS** the Parties recognize that the adoption, deployment, and use of technological systems, including artificial intelligence systems by the Employer affect the terms and conditions of employment of Members, the integrity of academic work, and the privacy and autonomy of Members and of the persons with whom Members interact in the course of their professional activities;

**WHEREAS** the Parties further recognize that decisions about such adoption, deployment, and use are matters of collegial governance that require joint consideration through a body with substantive authority and meaningful information rights;

**WHEREAS** the Parties further recognize that meaningful joint governance requires advance access to procurement decisions, contractual terms, and impact assessments before commitments are finalized, rather than information sharing after the fact;

**WHEREAS** the Parties wish to establish a standing committee to give effect to the principles set out in the Collective Agreement on technology and artificial intelligence;

**THE PARTIES AGREE AS FOLLOWS:**

**1. Definitions**

1.1. In this Letter of Understanding:

- (a) "Committee" or "SJCTAI" means the Standing Joint Committee on Technology and AI established by clause 2.1;

- (b) “AI system” has the meaning given to “artificial intelligence system” in Article 1 of the Collective Agreement;
- (c) “Transformative technological requirement” means any technological system, configuration, or requirement whose adoption, deployment, or material modification is reasonably expected to change the way Members carry out their professional activities, the conditions under which they do so, or the data generated about them or about their work;
- (d) Privacy Impact Assessment” or “PIA” means an assessment of the privacy implications of a proposed or existing technological system, conducted in accordance with applicable privacy legislation and University policies and practices;
- (e) “AI Impact Assessment” or “AIA” has the meaning given in clause 9 of this LOU.

## **2. Establishment and composition**

- 2.1 The parties shall establish a Standing Joint Committee on Technology and AI (the “SJCTAI” or “Committee”), composed of three (3) Members appointed by the Association and three (3) members appointed by the Employer. At least one (1) of the Members appointed by the Association shall be a Librarian Member. The Employer’s member shall include the Employer’s Chief Information Officer and two (2) representatives appointed by the Provost.
- 2.2 The Committee shall meet at least quarterly and, at the request of either Party, on no less than ten (10) working days’ notice. The Committee shall hold its first meeting no later than sixty (60) calendar days after this Letter of Understanding comes into force.
- 2.3 The Committee shall be co-chaired by one representative of each Party. The Committee shall keep written records of its meetings, including agendas, minutes, and any agreements or recommendations. These records shall be provided to the Association and the Employer upon request.

## **3. Mandate**

- 3.1 The Committee shall discuss all matters with respect to technology, including artificial intelligence, that impact the terms and conditions of employment of Members, the privacy or professional autonomy of Members, or the academic mission of the University.
- 3.2 Within that mandate, the Committee shall have the substantive authority set out in clauses 5 and 7 - Matters requiring Committee agreement and the Default Rule, and the consultative role set out in clause 6 - Matters subject to consultation. The

Committee may also consider any other matter relating to technology or AI as referred to it by either Party.

#### **4. Information rights**

4.1 The Committee shall be entitled, on request, and without unreasonable delay, to:

- (a) copies of vendor contracts, data processing agreements, statements of work, and procurement documents pertaining to technological or AI systems in use, under consideration, or under negotiation, including drafts, term sheets, and any AI-related schedules, addenda, or rider documents;
- (b) Privacy Impact Assessments, AI Impact Assessments, security assessments, accessibility assessments, and equity or bias assessments conducted on such systems, or commissioned in connection with their adoption;
- (c) the data flows, data retention practices, training-data terms, and any opt-in or opt-out mechanisms applicable to such systems;
- (d) any other information reasonably necessary for the Committee to fulfil its mandate.

4.2 The Committee may, with the consent of both Parties, commission an independent technical, legal, or privacy review at the Employer's expense. Such review shall be conducted by a third party agreed upon by the Parties or, failing agreement, selected from names provided by each Party in a manner that does not indicate which name was proposed by which Party. Any information, findings, or materials received in connection with such a review shall be shared with the Committee, the Association, and the Employer.

4.3 The Committee may agree to reasonable confidentiality undertakings in respect of information disclosed under this clause, provided that no such undertaking shall prevent the Association from using the information for the purpose of representing Members in any process under the Collective Agreement, including grievance and arbitration.

#### **5. Matters requiring Committee agreement**

The Employer shall not adopt, deploy, license, expand, or materially modify any of the following without the prior agreement of the Committee:

- 5.1 any AI system used in connection with the evaluation, monitoring, or assessment of Members or of student work, where such use affects Members' terms and conditions of employment;

- 5.2 any AI system that processes, summarizes, generates inferences about, or otherwise represents Members' lectures, course materials, scholarly work, library reference interactions, or counselling sessions;
- 5.3 any AI system mandatorily made available to students or to Members in connection with teaching; and,
- 5.4 any vendor contract, institutional licence, statement of work, or other agreement whose terms include rights to use Member work for AI-related purposes (including training, fine-tuning, evaluation, benchmarking, or augmentation of an AI system).

The Committee shall receive the contract, licence, or agreement in draft form sufficient for substantive review before procurement is finalized; the Employer shall not finalize procurement without the Committee's agreement to the terms.

## **6. Matters subject to consultation**

- 6.1 On any other proposed adoption, deployment, or material modification of technological systems, including AI systems that are likely to have a significant impact on Members' terms and conditions of employment or professional duties, the Employer shall provide the Committee with information sufficient to permit meaningful consideration, and sufficiently in advance of implementation to permit the Committee to meet and respond. The Committee may make recommendations, which the Employer shall consider in good faith and to which the Employer shall provide a written response within thirty (30) calendar days. Where the Employer does not accept a recommendation of the Committee, the written response shall include the reasons for such non-acceptance.
- 6.2 The Committee shall be consulted, in advance and in good faith, before the Employer adopts, renews, or materially amends any policy, procedure, or directive on electronic monitoring, endpoint protection, cybersecurity, acceptable use of information technology, AI use, or the management of records and data generated through technological systems. The Employer shall give good-faith consideration to the Committee's feedback and shall make reasonable efforts to incorporate the Committee's suggestions.
- 6.3 The Employer shall hold in-person information sessions for all Members at least four (4) calendar months in advance of implementing any transformative technological requirement, in consultation with the Committee. The purpose of these sessions is to provide information on the changes to Members and to provide a meaningful response to any questions Members may have.

## **7. Default rule**

- 7.1 Where the Committee, after good-faith engagement, does not reach agreement on a matter under clause 5, the proposed adoption, deployment, modification, or finalization shall not proceed.
- 7.2 Notwithstanding clause 7.1, the Employer may proceed with a defined, time-limited pilot of no more than twelve (12) months on terms approved by the Committee. The Committee may grant a single extension of the pilot for an additional period of up to twelve (12) months.
- 7.3 The Employer's adoption, deployment, modification, or finalization of an AI system, technology, or vendor contract in contravention of this clause is a matter that may be grieved under Article 13 of the Collective Agreement.

## **8. Privacy Impact Assessments**

- 8.1 The Employer shall conduct a Privacy Impact Assessment (PIA) for every new AI system or technology that processes, generates, or has the potential to generate personal information about Members, students, or other persons in the University community, and for every material modification to an existing such system. The PIA shall be completed before deployment of the system or modification.
- 8.2 The Employer shall promptly share the PIA with the Committee and shall consult with the Committee about any recommendations or mitigation strategies arising from it. Where the Committee identifies privacy concerns not adequately addressed in the PIA, the Employer shall give good-faith consideration to the Committee's concerns and shall provide a written response.
- 8.3 Within thirty (30) calendar days of a request by either Party, the Parties shall attempt to agree on a third-party provider to conduct or refresh a PIA on a specified system. The cost of any third-party PIA conducted under this clause shall be borne by the Employer. The completed PIA shall be promptly shared with the Committee and the Association.

## **9. AI Impact Assessments**

- 9.1 Definition. An "AI Impact Assessment" or "AIA" is a structured, documented assessment of the risks, mitigations, and impacts associated with the adoption, deployment, or material modification of an AI system, conducted in advance of deployment and updated when the functionality or scope of the system changes. The AIA complements but does not replace the Privacy Impact Assessment.
- 9.2 The AIA shall, at a minimum, address the categories of risk and mitigation set out in the [Treasury Board of Canada Secretariat's Algorithmic Impact Assessment](#) tool, issued under and in support of the [Treasury Board Directive on Automated Decision-Making](#), as amended from time to time, or to any successor instruments published by the Government of Canada. The Parties acknowledge that the

Treasury Board AIA tool is a publicly available, open-source instrument that the Government of Canada applies to its own automated decision systems.

9.3 In addition to the categories addressed by the Treasury Board AIA tool, the AIA shall address the following categories specific to the academic mission of the University and to the terms and conditions of employment of Members:

- (a) the implications of the system for academic freedom under Article 9 of the Collective Agreement, including any pressure or incentive the system may create for Members to use or not use particular tools, methods, or pedagogies;
- (b) the implications of the system for collegial governance, including any decisions the system would make or support that have historically been made through collegial processes;
- (c) the implications of the system for the work of Members, including effects on workload, course assignment allocation, the assignment of duties, as well as the duties of teaching assistants, markers, research assistants, and teaching professors whose work may be displaced or transformed;
- (d) the implications of the system for librarian professional judgment, including effects on cataloguing, metadata, reference services, collection development, and patron privacy;
- (e) the implications of the system for equity-deserving Members and for Members protected under Article 10 of the Collective Agreement, including any disparate impacts the system may have;
- (f) the training data, data provenance, accuracy, error rates, bias testing, and explainability characteristics of the system, with reference to the corresponding categories in the Treasury Board AIA tool;
- (g) the vendor dependencies, contractual terms, data residency, and exit options applicable to the system, including the implications of vendor lock-in for institutional autonomy;
- (h) the mitigation measures proposed to address each identified risk, with reference to the impact-level mitigation requirements in Appendix C of the Treasury Board Directive on Automated Decision-Making.

9.4 The AIA shall be completed at the beginning of the design or procurement phase of the project, and in any event before any final commitment to deploy or to enter into a vendor contract. The Employer shall promptly share the AIA, in full and without redaction other than as required by law, or by genuine commercial confidentiality, with the Committee and the Association. The Employer shall

consult with the Committee about the AIA and about any recommendations or mitigation strategies arising from it.

9.5 The AIA shall be reviewed and updated when the functionality or scope of the system changes, when new risks are identified, or in any event, no less frequently than every twenty-four (24) months. Updated AIAs shall be shared with the Committee and the Association on the same terms as the original.

9.6 The Committee may, with the consent of both Parties, commission an independent AI Impact Assessment to be conducted by a qualified third party at the Employer's expense, on the same procedural terms as a third-party Privacy Impact Assessment under clause 8.3.

## **10. Reporting**

10.1 Quarterly, the Employer shall provide the Committee and the Association with a detailed, written report describing all AI systems and information and communications technology adopted, deployed, modified, or under consideration during the reporting period; all instances in which an endpoint protection or other monitoring service detected a security threat on Members' devices that required an authorized analyst to analyze, contain, or eradicate a potential threat, with sufficient detail to provide the Committee full transparency on the nature of the threats and the responses; any incidents involving Member data, Member privacy, or research-related data; any vendor changes affecting AI-related terms; and the status of pending PIAs and AIAs.

10.2 The Committee or the Association may request supplementary reporting on specific systems, incidents, or categories of risk, and the Employer shall provide such reporting without unreasonable delay.

## **11. Relationship to other provisions**

11.1 Nothing in this Letter of Understanding limits the rights of the Association or of Members under any provision of the Collective Agreement.

## **12. Term and review**

12.1 SJCTAI is a permanent standing committee under the Collective Agreement.

12.2 The parties shall jointly review the operation of the Committee no later than four (4) months before the commencement of bargaining for the next collective agreement. The Parties agree to consider and to discuss any changes to the mandate and the compositions of the Committee in the next round of bargaining between the Employer and the Association.

### **13. Coming into force**

13.1 This Letter of Understanding will be effective upon the date of ratification.

13.2 This Letter of Understanding remains in full effect indefinitely.

SIGNED at Ottawa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.