

Duty to accommodate

- 8.1.1 Subject to the particular provisions set out in section 8.2, the parties agree that no member of the bargaining unit shall be subjected to discrimination, interference, hindrance or restriction with regard to salary, employee benefits, appointment within the University, rank, promotion, tenure, contract renewal, academic or other leave, dismissal or layoff, disciplinary measures, or any other term or condition of employment based on her age, race, beliefs, color, citizenship or permanent resident status, national or ethnic origin, language, political or religious beliefs or affiliations, sex, sexual orientation, [gender identity, gender expression](#), marital status, family ties, place of residence, a [handicap/disability](#), a criminal record or a record of offenses, her membership in the Association or participation in its activities, or her withdrawal from the Association, or of all discrimination in accordance to the Ontario Human Rights Code. Moreover, all members of the bargaining unit may resort to any other anti-discriminatory provision of any applicable federal or provincial law.
- *8.1.2 **Accommodation** The Employer has a duty to accommodate as defined in the Ontario Human Rights Code. Accommodation requests shall be initiated by the member and shall be dealt with on a case by case basis. The Employer, [the Health, Wellness and Leave Office](#), the Association and the member will cooperate to find reasonable accommodation [and create an accommodation plan](#). [The Parties agree that accommodation plans should be agreed to and implemented in as timely a manner as possible.](#)
- [8.1.3 Members with a physical or mental disability \(permanent or temporary\) have the right to accommodation, including modification of an existing accommodation.](#)
- [8.1.4 It is agreed and understood that the Employer is required by law to accommodate a member to the point of undue hardship.](#)
- [8.1.5 Accommodations shall entail any necessary adjustments to physical workspace, altering the proportion of a member's functions - as per article 20.1, or accepted work practices, without reducing a member's salary.](#)
- [8.1.6 Accommodations shall include, when and to the degree appropriate, modifications to the annual review process and tenure and promotion, continuing appointments applications and decisions.](#)
- [8.1.7 The report of the member's treating physician or registered mental health professional shall be accepted as verification of the disabling condition, the need for accommodation, and any specific work-related limitations caused by the disability.](#)
- ~~*8.2.2 Where a member's handicap interferes with the fulfillment of her workload duties, any related measures taken by the employer which affect the member's working conditions and terms of employment shall be deemed nondiscriminatory, it being understood that the employer shall not take any such measures unless:~~
~~(a) they are required in light of the member's inability to meet satisfactorily the objective requirements of her employment; and~~
~~(b) the employer has, previous to taking any such measures, taken all reasonable steps which could enable the handicapped member to continue performing her workload duties~~

Replacement professors

The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.

This proposal is made without prejudice.

- *3.3.1 Without restricting the obligations described in other articles of this collective agreement, the employer informs the Association as per the following:
- (b) semi-annual reports on January 31 and June 30:
 - (i) of all files that are outstanding or withdrawn pursuant to article 6.5;
 - (ii) of all cross-appointments pursuant to article 17.4;
 - (iii) of all replacement positions pursuant to article 17.2.1.3;
 - ~~(iiiiv)~~ of every new appointment of visiting and seconded professors, non-member librarians, language teachers, counsellors or research fellows;
 - (iv) of all files that are outstanding or withdrawn pursuant to article 6.5.

17.1.5 **Reappointment** The decision whether or not to reappoint a regular professor who does not yet have tenure shall be made by the dean in accordance with 17.3.3; she shall solicit the recommendations of the DTPC, of the department chair, and of the FTPC. When the reappointment of a member holding a special appointment is a possibility, the dean shall solicit the recommendations of the DTPC and the chair-, for faculties with no departments, the dean shall solicit the recommendations of the FTPC.

17.2.1 Replacement professor

- *17.2.1.1 Any qualified person may be appointed as a replacement professor with appropriate rank and full range of academic responsibilities in an academic unit for the purpose of:
- (a) replacing one or more regular faculty members who are temporarily absent by virtue of an academic leave or -leave of an unspecified duration; or
 - (b) filling temporarily a vacant position which, for good academic reasons, cannot currently be filled on a regular basis; or
 - (c) staffing temporarily during the initial 3 academic years following Senate approval of a new program, pending allocation of long-term resources-; or Where such an appointment is made, the employer shall notify the Association of the name of the person appointed and the reasons for making the appointment; or
 - (d) replacing one or more regular faculty members who are temporarily absent by virtue of secondment to administrative positions outside the bargaining unit (such as President, Vice-President, Dean or Vice-Dean), partial release outside the department (such as Vice-Dean or Secretary of the faculty), a leave of a specified duration (other than an academic leave) or appointment as a Canada Research Chair.
- *17.2.1.2 **Contract length** All replacement appointments are non-renewable. Except for the situations listed below, replacement appointment shall be of either 12, 24 or 36 consecutive months. The initial appointment of a replacement professor shall end either on 30 June or 31 December, it being understood that where the member has been offered a 12-month contract, the date of the end of the contract may be changed to either 30 April or 31 August by agreement of the dean and the member provided the contract remains a 12-month contract. In no event shall an appointment be for less than 6 months.
- a) Where-where the length of the secondment, period of release, or leave referred to in 17.2.1.1(d) is known at the outset, the replacement appointment may be for the same period, subject to the 612-month minimum and a maximum of 5 years. In cases where the total appointment under 17.2.1.1(d) is for a period longer than 2 years, the initial appointment will be for 2 years and will

be renewable for a further period of up to 3 years, subject to renewal conditions detailed in 17.3.3.2 and the total period determined at the outset.

~~In all other cases, no person shall be a replacement professor for more than 24 consecutive months without the consent of the Association. Where 22.2.1.5(b) is to be applied, the initial appointment must be of either 12 or 24 consecutive months.~~

~~*17.2.1.3 Notwithstanding 17.2.1.2, where peer reviewed grant from a national or international funding agency such as NSERC, CIHR, or SSHRC is being applied for, a replacement professor may be given an initial, non-renewable appointment of 36 consecutive months. This is conditional upon the employer promptly notifying the Association of all such appointments, and the appointee applying for and obtaining a peer reviewed grant from a national or international funding agency such as NSERC, CIHR, or SSHRC, within the first year of appointment. If the grant is not obtained, the appointment contract reverts to one of 24 consecutive months in keeping with 17.2.1.2.~~

~~*17.2.1.4 Where the Association consent is required for a renewal of an appointment beyond 24 consecutive months, the employer shall inform the Association of the request, in writing, at least 30 working days prior to the end of the contract, failing which, the duration of the contract will be extended for 6 weeks beyond the date the request is received by the Association. The request by the employer shall include the information agreed to by the parties in a separate memorandum. The Association shall inform the employer of its decision on the extension within 20 working days of receipt of the information, failing which, the contract will be extended for 12 months.~~

~~*17.2.1.3 **Information** For all replacement professor appointment, the employer shall provide the following information to the Association:~~

- ~~(a) the article (17.2.1.1 (a) through (d)) supporting the creation of the replacement position:
 - ~~(i) for article (a) and (d), the report will include the name of the regular faculty member being replaced and the type and duration of the leave or secondment or appointment supporting the new replacement position;~~
 - ~~(ii) for article (b), the report will detail the good academic reasons.~~~~

~~*22.2.1.67 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 her teaching and is not expected to assume any academic service activities.~~

F.2 –Regarding minimum salary policy

The parties agree that the following guidelines shall be applied by the Anomalies Committee in its review of members' Salary Shift Units and Normal Minimum Salary (as defined herein) to ensure that every **regular** member's salary is at least equal to the normal minimum salary, except for the impact of the giving of basic progress or the withholding of PTR, or due to special circumstances recognized by the parties.

These guidelines shall be forwarded to deans as guidance for the determination of initial salaries.

It is understood that these guidelines apply only to **regular** faculty members of the APUO bargaining unit and that analogous guidelines will be developed by the parties for the purpose of determining the normal minimum salary of a librarian, language teacher, or counsellor member.

Harassment and discrimination

Replace the entire 39.5 section with the following.

Section 39.5 Harassment, Sexual harassment, and/or Discrimination

39.5.1 Purpose

39.5.1.1 The Employer is committed to maintaining a work environment that is free from harassment, sexual harassment and/or discrimination. The parties recognize the need to address any allegations of harassment, sexual harassment and/or discrimination as per the Ontario *Human Rights Code* and the *Occupational Health and Safety Act* and acknowledge that if there is a discrepancy between legislation and this article that legislation supersedes this Collective Agreement.

39.5.1.2 A Glossary of Terms can be found at Appendix K.

39.5.2 Confidentiality

39.5.2.1 All enquiries regarding an alleged incident of harassment, sexual harassment and/or discrimination will be treated in a confidential manner and in accordance with the *Freedom of Information and Protection of Privacy Act*.

39.5.2.2 All individuals involved in a complaint, mediation, a report or an investigation must keep the matter confidential in order to safeguard individuals against unsubstantiated allegations, to protect the rights of those involved (including witnesses) in the allegation, and to preserve the integrity of the investigation.

39.5.2.3 If breaches of confidentiality occur, they could lead to a discipline investigation as per article 39.1.2 of this agreement.

39.5.3 Interim Measures

39.5.3.1 There may be times when individuals need to be separated in order to stabilize the situation, including health and safety reasons. Such arrangements shall be made in collaboration of the Human Rights Office (“HRO”), APUO and the Dean, taking into consideration the nature of the complaint and feasibility of the request.

39.5.4 Informal Resolution

39.5.4.1 In keeping with the Employer’s commitment to maintaining a work environment free from harassment, sexual harassment and/or discrimination, the Employer has established a Human Rights Office. If a member feels that she is the subject of harassment, sexual harassment and/or discrimination, she could contact the HRO and speak to a Discrimination and Harassment Prevention Officer (“Officer”).

39.5.4.2 The complainant and the respondent, if applicable, shall be informed in writing of her right to be accompanied at any time by a union representative. This information shall be provided to the member before proceeding with any HRO meeting, telephone call, email and/or assessment.

- 39.5.4.3** Once contact with the HRO has been made, the Officer will meet with the member to discuss the circumstances, the member’s expectations and outcome sought. The Officer will make every effort to assist the member and will discuss with the member possible and safe options to address or resolve the matter, for example:
- a) referral to suitable services or resources available at the University or in the community;
 - b) providing information to the member on how they can directly intervene in the situation on their own behalf;
 - c) communication with the person involved to inform that person of the alleged harassment, sexual harassment and/or discrimination that such conduct is unwelcome and must cease;
 - d) mediation; or
 - e) filing a formal complaint.
- 39.5.4.4** If a member would like to proceed via mediation or by filing a formal complaint, the Officer shall review the complaint to determine whether or not the allegations fall within the scope of the definition of harassment, sexual harassment and/or discrimination and, if necessary, seek additional information from the complainant.
- 39.5.4.5** In cases of a formal complaint, if the Officer determines that the complaint falls outside the scope of harassment, sexual harassment, and/or discrimination, the complaint will not be forwarded to the Dean and the matter will end.
- 39.5.4.5** Information disclosed by a person during mediation is made without prejudice to that person and cannot be used during subsequent steps of the informal or formal complaint process. Any person conducting a mediation of a complaint may not be called to testify in a subsequent proceeding in relation to information disclosed during mediation, unless ordered or compelled by a court, tribunal or arbitrator.
- The University Policy on Sexual Harassment approved by the Board of Governors as Policy 67 (hereinafter referred to as the "Policy") shall apply in the case of an allegation of sexual harassment against a member of the Association of Professors of the University of Ottawa bargaining unit under the terms set out in this section.
- 39.5.4.6** If the parties are unable to resolve the matter via the informal process, a written complaint can be filed. The Officer will inform and assist the complainant in filing the complaint and the complainant may seek assistance from APUO at any time.
- 39.5.4.7** A member who believes to be the subject of harassment, sexual harassment, and/or discrimination (the “Complainant”) may file a formal complaint against an individual (the “Respondent”) with the Officer within twelve (12) months of the last incident or from the date of the single severe incident unless, there are extenuating circumstances such as illness.
- 39.5.4.8** If it appears that the time required to follow the informal process will be more than the twelve (12) month time limit as prescribed for filing a formal complaint, the person has an option to proceed with filing the written complaint and requesting, in writing, that it be held in abeyance while continuing to pursue the informal process. This will protect her right to later avail herself of the formal process if needed.
- 39.5.4.9** The complaint can be filed using a harassment, sexual harassment, and/or discrimination form and must include the nature of the allegation, the name of the respondent, the relationship of the

respondent to the complainant, the date and a detailed description of the incident(s). If applicable, the name of witnesses is to be provided on a separate form. The onus is on the complainant to provide sufficient information and be as precise and concise as possible.

39.5.4.10 Upon receipt of the complaint, the Officer acknowledges receipt in writing and will forward the complaint to the Dean.

39.5.4.11 A complainant may withdraw a complaint without fear of reprisal at any time.

39.5.5 Dean Investigation

39.5.5.1 For the purposes of a harassment, sexual harassment, and/or discrimination complaint, article 39.1.2.1 shall apply with the following modification, “the Dean will assign the investigative procedure to a third party external investigator. Both the Employer and APUO shall agree to the appointment of the bilingual investigator and the parties shall agree to the terms of reference identifying the scope of the investigation. This agreement shall be completed no later than 10 days after having received the written complaint”.

39.5.5.2 After the investigation is completed, the complainant, respondent, Dean and APUO shall receive a copy of the report. If the dean has reasonable grounds to believe the member has committed an act of harassment, sexual harassment, and/or discrimination, the dean shall proceed under article 39.4. Should the dean decide not to proceed under article 39.4, no record of the matter shall be placed in the member’s file.

39.5.6 Grievances

39.5.6.1 It is agreed that the provisions of 13.2.2, 13.2.6, and 13.2.9 of the collective agreement apply, *mutatis mutandis*, to the meetings and exchanges of information leading up to any action by the Officer under 39.5.6.

39.5.6.2 It is agreed that the Officer is neither compellable nor competent to give testimony in any proceeding before any other tribunal established under the collective agreement.

39.5.6.3 It is agreed that a complainant, respondent and the Association retain all rights and protections accorded to members and the Association under the collective agreement with respect to any investigation, hearing, or action by the employer and, without limiting the generality of the foregoing, these shall include:

- a) the right to have access to and receive copies of letters of complaint or any relevant documents,
- b) the right to be represented and make representations at meetings or hearings relating to the matter in accordance with the rules of natural justice,
- c) the right to have the matter dealt with in accordance with the terms of 5.2.1 of the collective agreement, *mutatis mutandis*, and
- d) the right to grieve against the interpretation, application, or administration of the complaint as well as any decision taken pursuant to it.

39.5.6.4 Any provision of the collective agreement not explicitly modified herein shall continue to be applicable to any investigation, hearing, recommendation, or decision respecting a complaint.

APPENDIX K – Glossary of Terms

This Glossary of Terms is a guide and is based generally on definitions contained in the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*

Discrimination means:

- a) a distinction—intentional or unintentional, direct or indirect—because of a person’s race, ancestry, ethnic origin, creed, place of origin, colour, citizenship, sex, sexual orientation, gender identity and expression, age, pregnancy, marital status, family status, record of offences, political affiliation, religious belief, disability or means to accommodate the disability,
- b) that has the effect of erecting barriers, or creating obligations, disadvantages or situations of unequal treatment that withhold or limit access to privileges, advantages or political, social or economic rights available to other members of society; and
- c) any other actions listed in article 8.1.1 that are not mentioned above.

Systemic discrimination means:

A situation that unintentionally singles out particular people and results in unequal treatment. It exists in a situation where a requirement, qualification or factor exists that is not overt discrimination but results in the exclusion of, restriction of or preference for a group of persons who are identified by one of the personal characteristics as listed in paragraph (a) of the above definition of discrimination. Systemic discrimination does not occur when the requirement, qualification or factor is in good faith and legitimate in the circumstances or is permitted by law.

Harassment means:

Engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single unwelcome incident, if serious enough, can be sufficient to support an instance of harassment. Harassment includes comments or conduct that intimidates, humiliates, undermines or dominates the other person by belittling, embarrassing or demeaning them or involves the use of abusive or threatening language.

“Poisoned environment” means:

A comment or conduct that constitutes harassment or discrimination and that creates a negative psychological and emotional environment for work or study.

Sexual harassment is a form of harassment and may consists of, but is not limited to:

- a) sexual solicitation or unwanted sexual attention from a person who knows or ought reasonably to know that such attention is unwanted;
- b) implied or expressed promise of reward for complying with a sexually oriented request;
- c) implied or expressed threat of reprisal or actual reprisal for refusing to comply with a sexually oriented

request;

d) a sexual relationship that constitutes an abuse of power in a relationship of authority; or

e) a sexually oriented comment or behaviour that may reasonably be perceived to create a negative psychological and emotional environment for work or study (“poisoned environment”).

Workplace harassment means:

Engaging in a course of vexatious comment or conduct against a worker in a workplace, conduct that is known or ought reasonably to be known to be unwelcome.

**LETTER OF UNDERSTANDING WITH RESPECT TO
ARTICLE 39.5 (Sexual Harassment)**

Between

The University of Ottawa

(Employer)

AND

The Association of Professors of the University of Ottawa

(Association)

WHEREAS the parties agreed that article 39.5 needs to be brought in line to reflect the new obligations under Bill 168.

THE PARTIES AGREE THAT:

1. Until the parties have negotiated language concerning harassment, sexual harassment, and/or discrimination, Policy 67a will continue to apply to APUO members as a guideline and the parties will deal with matters on a case-by-case basis.
2. The side table created by the Letter of Understanding dated June 28, 2012 will be put into abeyance until ratification of the new Collective Agreement.
3. If article 39.5 is not updated following ratification of a new Collective Agreement, the side table will re-convene in order to address and draft language concerning harassment, sexual harassment and discrimination.
4. If the Employer introduces new policy concerning harassment, sexual harassment, violence and/or discrimination, this Policy will not apply to APUO members until either the parties negotiate new language in the Collective Agreement or, following ratification, the side table committee has reviewed the policy and amended the Collective Agreement as necessary, which ever comes first.
5. This Letter of Understanding does not expire unless negotiated by the parties.

University of Ottawa

Date

APUO

Date

Academic Leave

- *26.2.1 The following conditions must be met for an academic staff member, a counsellor, or a language teacher ~~IV~~ to be eligible for academic leave.
- (a) The member must be tenured at the beginning of the academic leave.
 - (b) The member must have submitted a detailed description of the work she plans to carry out during the leave.
 - (c) This project must, upon evaluation by the faculty and departmental teaching personnel committees, the department chair and the Dean:
 - (i) be relevant in light of the criteria set forth in 26.1.1;
 - (ii) be feasible, in light of the member's performance in the three (3) years preceding the request for leave, disregarding any special family-related leave, or in light of other relevant information.

26.3.2 Value of credited service

*26.3.2.1

- (a) Academic half-leaves may be taken at 80 or 100% of nominal salary, reducing the member's accumulated credited service by ~~3-2~~ or ~~4-3~~ years respectively.
- (b) Full academic leaves may be taken at ~~50, 65, 80, 70, 90-85~~ or 100% of nominal salary, reducing the member's accumulated credited service by 4, 5, ~~or 6, 7 or 8~~ years respectively.
- (c) For her first academic leave, notwithstanding (b) above, a member hired at the rank of lecturer, assistant or associate may request a full leave at 100% of nominal salary, reducing her accumulated service by ~~either six (6) or seven (7)~~ years without any credited service carried over for a subsequent leave.

*26.3.3.4

- (a) When a member is on paid leave (other than maternity leave or sick leave) for at least half of a semester, the amount of credited service to be granted for that semester, if any, will be determined by the employer at the time the leave is approved, it being understood that the employer's decision will be reasonably related to the nature of the member's activities during said leave.
- (b) For periods where a member is on reduced workload under article 30, credited service is determined in the manner set out in that article.
- ~~(c) Whenever sick leave periods of 22 or more consecutive working days total 130 or more working days, the member's credited service shall be reduced by one half year and the accumulated sick leave used for this adjustment will be reduced accordingly.~~
- ~~(d)~~ Where a member is on long term disability status in the course of a semester, the credited service for that semester shall be reduced correspondingly.
- ~~(e)~~ Service while on secondment pursuant to 17.6.3 does not count as credited service, unless provided for pursuant to 17.6.3.2(a).
- ~~(f)~~ Service as a research fellow may count as credited service, in accordance with 17.2.5.7(d).

~~29.4 – Congé professionnel (professeurs de langue)~~

~~29.4.1 – Dispositions générales~~

~~*29.4.1.1 – Les dispositions de cette section s'appliquent aux professeurs de langue I, II, et III.~~

~~29.4.1.2 – L'employeur maintient une politique de congés professionnels à l'intention de ses professeurs de langue syndiqués. Ce congé est un privilège et est considéré comme un investissement en vue du développement de l'Université en permettant à un membre de s'adonner à une ou plusieurs des activités suivantes :~~

- (a) ~~entreprendre, dans un établissement reconnu d'enseignement supérieur, un programme de recherche en linguistique, en linguistique appliquée, en enseignement des langues, ou bien en éducation ou psychologie dans un domaine lié à l'enseignement du français ou de l'anglais comme langue seconde;~~
- (b) ~~acquérir, au profit du membre et de l'employeur, une formation supplémentaire ou spécialisée dans l'une des disciplines mentionnées à (a) ci-dessus;~~
- (c) ~~entreprendre une formation ou des études avancées se rapportant à l'enseignement des langues;~~
- (d) ~~acquérir une nouvelle formation, ou entreprendre d'autres activités pertinentes, visant à permettre au membre d'exercer de nouvelles fonctions.~~

~~*29.4.1.3 – Le congé professionnel est pour une période ne dépassant pas 8 mois consécutifs, sauf cas exceptionnel.~~

~~*29.4.1.4 – Le budget annuel disponible pour financer les coûts supplémentaires occasionnés par des congés professionnels des professeurs de langue sera, pour la durée de la convention, de 19 685 \$.~~

~~**29.4.2 – Conditions**~~

~~*29.4.2.1 – Pour être admissible à un congé professionnel, un professeur de langue doit remplir les conditions suivantes.~~

- (a) ~~Le membre doit bénéficier de la permanence au moment où commence son congé professionnel.~~
- (b) ~~Le membre doit avoir complété, à la date prévue pour le début d'un premier congé professionnel, 5 années consécutives de service à temps complet, à titre de professeur de langue, à l'Université d'Ottawa. Pour un congé subséquent au premier, le membre doit avoir complété:~~
 - (i) ~~2 années consécutives de service à temps complet à partir de la date de la fin du dernier congé professionnel, s'il s'agit d'un congé de 4 mois ou moins;~~
 - (ii) ~~4 années consécutives de service à temps complet à partir de la date de la fin du dernier congé professionnel, s'il s'agit d'un congé de plus de 4 mois.~~
- (c) ~~Le membre doit avoir présenté, conformément aux procédures prévues à 29.4.3, un projet détaillé des travaux ou études qu'il entend effectuer pendant son congé professionnel.~~
- (d) ~~Le membre doit s'engager à demeurer au service de l'employeur, à la suite du congé, pour une période de temps égale au moins de : 1 an, ou le double de la durée du congé.~~

~~*29.4.2.2 – Sous réserve des disponibilités budgétaires, un congé professionnel est octroyé lorsque :~~

- (a) ~~le rendement du professeur de langue est au moins satisfaisant dans chacune des composantes de sa charge de travail; et~~
- (b) ~~la nature et la qualité du projet proposé sont telles qu'un ou des objectifs décrits à 29.4.1.2 seraient atteints.~~

~~*29.4.2.3 – Des absences de 6 mois ou plus constituées par l'addition de périodes de congé de maladie de 1 mois ou plus sont soustraites de la période de service applicable au calcul des années de service exigées pour l'obtention d'un congé professionnel. Il est cependant entendu que de telles absences ne rompent pas la continuité du service.~~

~~**29.4.3 – Procédures**~~

~~*29.4.3.1 – Pour obtenir un congé professionnel, un professeur de langue doit soumettre une demande officielle au doyen au moins 6 mois avant la date prévue pour le début du congé.~~

~~*29.4.3.2 – Dans sa demande de congé professionnel, le professeur de langue doit :~~

- (a) ~~indiquer la date du début du congé et sa durée;~~
- (b) ~~préciser la rémunération demandée pendant son congé, et les motifs à l'appui de cette partie de sa demande;~~
- (c) ~~présenter une description détaillée des travaux ou études qu'il entend effectuer pendant son congé;~~

~~(d) ajouter tout renseignement qu'il souhaite voir prendre en considération au moment de l'étude de sa demande.~~

- ~~*29.4.3.3 – Le doyen sollicite une recommandation du directeur de l'Institut des langues officielles et du bilinguisme et du CPEI au sujet de la demande de congé. Il soumet ensuite la demande au CPEF, qui y joint sa recommandation. Le doyen ajoute sa propre recommandation, et transmet le tout au Comité d'administration. Les recommandations doivent porter sur le fond de la demande et, si elles sont favorables, doivent indiquer la rémunération appropriée pour le membre pendant son congé.~~
- ~~*29.4.3.4 – Le professeur de langue est informé de la recommandation du CPEF et du doyen et, en cas de recommandation négative, il peut soumettre à l'agent de liaison de l'employeur une lettre de désaccord conformément, mutatis mutandis, aux dispositions prévues à la sous-section 13.3.1.~~
- ~~*29.4.3.5 – Le Comité d'administration accepte ou refuse la demande en donnant toute la considération appropriée aux recommandations du directeur de l'Institut des langues officielles et du bilinguisme, du CPEI, du CPEF et du doyen, et en tenant compte du budget alloué par l'employeur pour les coûts supplémentaires dûs aux congés professionnels.~~
- ~~*29.4.3.6 – Le doyen transmet promptement la décision au membre, au plus tard 3 mois avant le début du congé. La décision du Comité d'administration qui est communiquée au membre doit, si elle est positive, préciser la durée du congé accordé, la portion du salaire qui continuera à être versée le cas échéant et, s'il y a lieu, les autres dépenses que l'employeur consent à rembourser.~~
- ~~*29.4.3.7 – Une fois que les travaux ou études prévus par le membre à l'occasion de son congé professionnel ont été approuvés, le membre est censé les mener à bien.~~
- ~~*29.4.3.8 – En cas de changements importants dans son projet de congé professionnel, le membre doit faire une demande officielle au doyen au moins 3 mois avant la date de début du congé professionnel ou, si cela est impossible, dans les meilleurs délais.~~
- ~~*29.4.3.9 – Il incombe au professeur de langue de présenter une nouvelle demande de congé professionnel lorsque sa demande antérieure a été refusée.~~
- ~~*29.4.3.10 – Le professeur de langue qui choisit de travailler, à l'occasion de son congé professionnel, à un projet susceptible de bénéficier d'une subvention extérieure est encouragé à présenter une demande de subvention à des organismes extérieurs.~~

Improve leaves

This proposal is made without prejudice.

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

~~*28.1.1~~ For the purposes of this section, 1 month shall be 22 working days.
(Correct the numbering for the remainder of this section)

*28.1.21 Vacation leave entitlement for faculty members, counsellor members, and language teacher members is as follows: a member employed for a full academic year is entitled to ~~1 month~~ twenty-seven (27) days of vacation leave; a member employed for less than a full academic year is entitled to a proportionally shorter vacation leave.

*28.1.32 Subject to 28.1.5, vacation leave to which a member is entitled for an academic year may be taken at any time during, or in the six (6) calendar months following the end of, that academic year. Vacation leave for the academic year in which the member is first appointed at the University of Ottawa may not be taken in the first half of that academic year.

*28.1.43 Any unused vacation leave shall be forfeited six (6) months after the end of the academic year in which it is earned. The dean may however, for good reasons, extend for a fixed period the time in which vacation leave may be taken.

*28.1.87 Vacation during academic leave A member must take ~~1 month~~ twenty-seven (27) days of vacation leave during any ~~twelve (12)~~ six (6) month academic leave and ~~0.5~~ thirteen and a half (13.5) days of vacation leave during any ~~6~~ six (6) month academic leave.

28.2.1.1 Every librarian member is entitled to a vacation leave, taken and paid in the manner set forth in this section, of ~~22~~ twenty-seven (27) working days for every year of continuous service.

28.2.1.3 The number of days of vacation leave to which the member is entitled shall be calculated for a calendar year, from 1 January to 31 December inclusively. On 1 January of every year, a librarian becomes eligible for the annual leave accumulated during the preceding year, in accordance with 28.2.1.1. The number of days of vacation leave to which a member who has not completed a full year of service is entitled shall be calculated as follows: the prescribed number of working days of annual leave (~~22~~ twenty-seven (27) working days) times the number of calendar days for which the member has been at the University's employ, divided by 365.

*28.2.1.5 Vacation during academic leave A member must take ~~one (1) month~~ twenty-seven (27) days of vacation leave during any twelve (12) month academic leave and ~~0.5 month~~ thirteen and a half (13.5) days of vacation leave during any six (6) month academic leave.

28.2.2 Procedure for taking vacation leave

28.2.2.1 The annual leave to which a librarian member is entitled must be taken during the calendar year in which it is due, in accordance with 28.2.1.3. Notwithstanding the foregoing, the following provisions shall apply.

- (a) A member may carry over to the following year a maximum of ten (10) working days of leave, provided that she uses up those days before the end of the following year. Exceptionally, more than ten (10) working days of leave may be carried over to the following year, with the approval of the University Librarian.
- (b) During the period which follows the first three (3) months of employment of a member but precedes 31 December of the year which follows the start of her employment, the member may use up the vacation leave she has accumulated, to a maximum of fifteen (15) working days. A member may thus take an appropriate vacation during her first year of employment and still keep sufficient credit for the following year.

28.2.2.2 A member may take vacation leave at any time(s) provided that she notifies her supervisor in advance of each vacation period~~For every unit, a vacation schedule shall be drawn up before every session (spring/summer, winter, fall) by the head of the unit. The head shall take account of the librarians' preferences as well as their seniority at the University of Ottawa. Every schedule is submitted to the appropriate library or division director, who makes changes if any are necessary by virtue of service requirements.~~

~~28.2.2.3 Reasonable changes or additions can subsequently be made to the vacation schedule, provided they do not impinge on service requirements and subject to the following.~~

- ~~(a) For any addition or change involving a leave of 6 or more consecutive working days, the member shall advise the head of her unit at least 10 working days prior to the commencement of the leave, and specify the duration of the leave.~~
- ~~(b) For any addition or change involving a leave of 1 to 5 working days, the member shall advise the head of her unit at least 2 working days in advance.~~

~~It is understood that in case of a disagreement between the member and the head of her unit, the question shall be submitted to the University Librarian or her delegate for decision. A member who returns from vacation early shall so notify the head of her unit.~~

(Correct the numbering for the remainder of this section)

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

29.2.2.1 Birth or adoption of a child

Pursuant to 29.2.3.1, a member shall be entitled to 2 days of paid leave during the 30 days following the birth or adoption of the child.

- (i) A member shall inform her chair in writing of her intention to take such leave as soon as reasonably possible.
- (ii) The leave provided by this subsection is distinct from the parental leave provided under 29.2.3.

29.2.12 Maternity-Pregnancy leave

(Replace Maternity leave with Pregnancy leave in the entire CA)

(Change numbering for this entire section)

*29.2.12.8 The following particular provisions apply to regular members without tenure, or librarian members on preliminary appointment.

- (a) A non-tenured regular faculty, counsellor or language teacher member may elect to have her limited-term appointment extended by 1 year for each maternity leave which she takes during the period of limited-term appointment. Every such extension postpones

correspondingly the time when the member may apply for, and is eligible to be granted, tenure or a promotion. ~~The period of limited-term appointment may not be extended in this manner by more than 2 years.~~

- (b) A librarian holding a preliminary appointment may elect to have her preliminary appointment extended by up to twelve (12) months for each maternity leave which she takes during the period of preliminary appointment. Every such extension postpones correspondingly the date on which the member may apply for, and is eligible to be granted, a continuing appointment or a promotion. ~~The period of preliminary appointment may not be extended in this manner by more than twenty-four (24) months.~~

*29.2.3.4 The provisions of 29.2.~~12.7-6~~ to 29.2.~~12.142~~¹ inclusive apply, *mutatis mutandis*, to parental leave, it being understood a member may opt out of participation in the pension plan during such leave.

29.2.3.8 The following articles apply to regular members who have not yet obtained tenure, or librarian members on preliminary appointment, when the parental leave is taken without having taken a pregnancy leave.

- (a) A non-tenured regular faculty, counsellor, or language teacher member may elect to have her limited-term appointment extended by 1 year for each parental leave during the period of limited-term appointment. Every such extension postpones correspondingly the time when the member may apply for, and is eligible to be granted, tenure and/or promotion.
- (b) A librarian holding a preliminary appointment may elect to have her preliminary appointment extended by up to twelve (12) months for each parental leave which she takes during the period of preliminary appointment. Every such extension postpones correspondingly the date on which the member may apply for, and is eligible to be granted, a continuing appointment or a promotion.

(Move “Other special leaves”)

29.2.23 **Other special leaves**

29.2.23.1 A member eligible for any of the following special leaves shall return to the position that she held prior to the leave, with no loss of service for seniority purposes:

~~(a) Birth or adoption of a child~~

(a) Personal leave

A member may be granted special leave with pay up to an annual maximum of ten (10) working days per calendar year for any one or a combination of the following reasons. The member will be asked to provide supporting documentation to the employer which supports their request for special leave:

- (i) Bereavement: as a result of the death of a parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild or close friend.
- (ii) Household Emergency: for a household emergency which makes it impossible for members to report to work due to a serious threat to the safety of their home and family. Examples of household emergencies are the consequences of flooding, impassable road conditions, prolonged power failure, and epidemic health hazards.
- (iii) Family Illness: due to the serious illness of an immediate family member. For the purpose of this provision, an immediate family member is defined as a member’s parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or

¹ This modification includes a modification proposed in another proposal.

grandchild. Three (3) additional days are available if the employee bears the primary responsibility for care.

(iv) Specialist Medical Appointments: for a member’s non-routine, medical, dental, and therapeutic appointments with a specialist where these appointments cannot reasonably be scheduled outside of working hours.

(v) Wedding or Civil Union: Once during a member’s employment at the University, for a member’s own wedding or civil union. On the occasion of a wedding or civil union of a child, sister, brother, father or mother of the member.

(vi) Moving: for a member to move her own permanent place of residence. Such leave can be used only once per calendar year.

Additional days may be granted to primary care givers by the Associate Vice President of Human Resources as needed, in the spirit of clauses above.

(b) Personal emergency leave:

(c) Compassionate care leave:

FWRC

*22.2.6 Disputes relating to an individual member’s workload assignment

22.2.6.1 When a disagreement exists concerning a member’s workload assignment, the member shall inform the dean, within ten (10) working days of receipt of the official assignment as per article 22.1.2.1, of the reasons for the disagreement by sending a letter of disagreement.

22.2.6.2 The dean shall meet with the member within ten (10) working days of receipt of the ~~notice letter~~ of ~~the~~ disagreement and provide, in writing, an analysis of the member’s workload assignment as per 22.2.1.

22.2.6.3 Within ten (10) working days of the meeting and receiving the analysis as per article 22.2.6.2, the member may forward a brief to her Dean, outlining the reasons for the disagreement and any evidence which the member considers relevant.

22.2.6.~~34~~ **Committee Mandate:** Within ten (10) working days of ~~the dean’s response~~ the member forwarding her brief, a Faculty Workload Review Committee (hereinafter “FWRC”), shall review and consider matters of dispute arising from the assignment of an individual member’s workload as per article 22.2.1 of the collective agreement.

The committee shall:

(a) consider the analysis of the member’s workload assignment provided by the dean under 22.2.6.2;

(b) consider the brief provided by the member under 22.2.6.3;

(b) consider the information communicated to the member pursuant 22.1.2;

(c) make a recommendation determined by a majority vote. If there is no majority vote, the recommendation will be made by the chair;

(d) communicate the recommendation, in writing, to the dean within five (5) working days of holding the vote.

22.2.6.~~45~~ **Membership of the FWRC:**

(a) The committee shall be comprised of the members of the FTPC, excluding the dean.

(b) The dean shall put forward the names of two (2) individuals to chair the FWRC, of which the members of the committee shall choose one (1) by a majority vote. The chair of the department of the member may not serve as the chair of the FWRC.

(c) Quorum shall consist of three (3) members and the FWRC chair, once she has been selected.

22.2.6.~~56~~ The dean may accept or reject the determination or the recommendation made by the FWRC.

22.2.6.~~67~~ The dean shall communicate her final decision to the member, in writing, within ten (10) working days of receiving the FWRC recommendation. This final decision shall also include a copy of the recommendation communicated by the FWRC to the dean.

22.2.6.~~78~~ Matters of dispute arising from 22.2.6 shall follow the grievance and arbitration procedures pursuant to article 13, it being understood that the time limits under 13.4.1 shall commence from the member receiving or deemed to have received the decision of the dean as per 22.2.6.~~67~~.

Online and hybrid courses

22.2.3 Provisions applying specifically to certain types of teaching

22.2.3.1 Courses which:

- (a) are taught by correspondence or at off-campus locations, or
- (b) are videotaped, recorded, broadcast or televised, or
- (c) call for unconventional methods, such as teleconference teaching or delivered entirely or partially via the Internet,

may be included in a member's workload only with this member's prior consent and, when applicable, only after any special arrangements that may be required have been agreed upon, -non-consent shall not be used to the member's detriment.

22.2.3.2 Development of online credit courses

22.2.3.2.1 Both parties are committed to the development of online or hybrid¹ credit courses (referred to in this article as “online course”) for use at the University (referred to in this article as “University online course”) or for use by the University in conjunction with the Council of Ontario Universities online learning program (referred to in this article as “COU online course”) as a means of enhancing the ability of departments and faculties to offer courses through an alternative mode of delivery.

22.2.3.2.2 Limits Online course development at the University of Ottawa shall only proceed if it can be demonstrated that it will not result in the elimination of APUO positions.

22.2.3.2.3 The opportunity to develop an online course, or part thereof, will be offered firstly to members. No member shall be compelled to prepare, re-prepare, or deliver an online course. The introduction of an online course shall be subject to article 22.2.3.4 below.

22.2.3.2.4 Online course approval Approval of an online course shall comply with the practices, procedures and criteria which have been established at the University for the creation by departments/units/schools and faculties of in classroom courses.

22.2.3.2.5 Implementation

- (a) Online courses shall be allocated in accordance with article 22 except as specified in this article.
- (b) Where a member accepts to develop an online course, she shall receive appropriate professional development and technical support assistance so that she is specifically and comprehensively prepared to teach in this environment.
- (c) Where a member is assigned an online course, appropriate ongoing technical support and assistance shall be made available to her.
- (d) Members assigned an online course shall have academic freedom as per article 9 including full freedom in discussing their subject. Members have full control of course curriculum. The textbooks and learning materials for courses which are to be online shall be selected in the same manner as they are for traditional courses.
- (e) Oversight or review of online courses shall be according to procedures and regulations established by the department/unit/school, the Faculty and by the Senate.

22.2.3.2.6 Compensation for a University online course

¹ Hybrid Course: A hybrid course combines classroom learning with online learning. In a hybrid course, a significant portion of the class learning activities are online, which reduces the amount of time spent in a traditional, face-to-face classroom.

- (a) **Development:** Members who develop a new *University online course* shall receive financial compensation and/or two (2) course releases in the term in which the member is developing the course. The compensation shall be satisfactory to the member and the employer. The compensation details will be included in the agreement between the member and employer as per article 35.2.1.3. A member may present a request to the Dean to defer her reduction in teaching load which shall not be unreasonably refused. In such situations, the reduction in teaching load will be utilized at a later time as agreed by the member and her Dean.
- (b) **Redevelopment:** If a member accepts to prepare major curriculum revisions or deems that major curriculum revisions are necessary to an existing *University online course*, she shall be provided with one (2) course releases to complete the revision. A member may present a request to the Dean to defer her reduction in teaching load which shall not be unreasonably refused. In such situations, the reduction in teaching load will be utilized at a later time as agreed by the member and her Dean.
- (c) **Teaching:** A *University online course* shall count toward a member's regular teaching workload. If enrolment exceeds forty-five (45) students on the first day of the second week of classes the employer shall provide the member grading assistance for the course as per article 22.2.1.9. A member may elect to teach an online credit course as overload teaching as per 41.6.1 with the approval of the Dean.
- (d) **Reimbursements:** The employer shall bear costs incurred in teaching an online course. Where a member is teaching an online credit course that is to be delivered entirely or partially via the Internet and she elects to teach it from home, she shall be reimbursed for the cost of an Internet Service Provider to a maximum of \$50.00 per month for the calendar year 2016. This reimbursement is in addition to the professional expenses reimbursement benefit detailed in article 40.9. This amount will increase on a yearly basis by all economic increases listed in article 41.2.

22.2.3.2.7 Compensation for a COU online course

- (a) **Development and or redevelopment:** Compensation for members who develop or redevelop a *COU online course* or part thereof (module) will be compensated in a manner satisfactory to the member and the employer. The compensation details will be included in the agreement between the member and employer as per article 35.2.1.3. A member who develops or redevelops a COU online course has the right to teach this course for at least the first three (3) years following development.
- (b) **Teaching:** A *COU online course* shall count toward a member's regular teaching workload. If enrolment exceeds forty-five (45) students on the first day of the second week of classes the employer shall provide the member grading assistance for the course as per article 22.2.1.9. A member may elect to teach an online credit course as overload teaching as per 41.6.1 with the approval of the Dean.
- (c) **Reimbursements:** The employer shall bear costs incurred in teaching an online credit course. Where a member is teaching an online credit course that is to be delivered entirely or partially via the Internet and she elects to teach it from home, she shall be reimbursed for the cost of an Internet Service Provider to a maximum of \$50.00 per month for the calendar year 2016. This reimbursement is in addition to the professional expenses reimbursement benefit detailed in article 40.9. This amount will increase on a yearly basis by all economic increases listed in article 41.2.

22.2.3.3 Information Technology

- 22.2.3.3.1 A member shall not be required to introduce information technology as a component of a course unless the technology is specifically related to the subject matter or the mode of delivery of the

course has been approved by the department/unit/school or faculty and has been agreed to by the member assigned to teach the course.

22.2.3.3.2 If a member agrees to teach an *online course*, the employer shall ensure that the member has in her office, and in the classroom, computer equipment capable of handling the required mode of delivery.

22.2.3.3.3 Nothing in the provisions of 22.2.3.4 shall prevent a member from introducing or using information technology as part of a course.

22.2.3.3.4 To assist members and to facilitate technological innovation within the University community, the employer shall inform members of technology training programs at the University, and shall make these programs available to members free of charge.

Contract renewal

17.3.3 **Renouvellement d'engagement régulier**

17.3.3.4 When the appointment of a regular non-tenured professor is not renewed, the dean shall inform her in writing of the reasons for this decision and she shall be accorded an additional but final one-year and the member's employment will terminate at the end of that additional one-year contract.

17.3.3.5 Any faculty member whose employment ceases as a result of a non-renewal of their contract under this section, and who has been employed by the employer for 5 or more years, shall be entitled to severance pay provided for under the Employment Standards Act as amended from time to time, it being understood that the length of employment for purposes of application of the Act shall be determined in accordance with 17.3.1.

Liability insurance

This proposal is made without prejudice.

21.5 Liability insurance

21.5.1 The Employer shall provide insurance coverage in respect of the liability of members acting within the scope of their normal course of employment.

21.5.2 A copy of the policies of insurance, as amended or substituted from time to time, shall be provided to the Association.

21.5.3 Responsibility for the management of any claim covered by the Employer’s insurance policies rests solely with the Insurer. Timely notice must be given to the Employer of any action or claim of which a member has knowledge or of any occurrence or situation which a member ought reasonably to know might give rise to any action or claim.

21.5.4 A member who is a respondent to a formal complaint investigated or adjudicated under internal policies formally ratified by the Employer and who independently engages legal counsel to provide advice in respect of such investigation or adjudication may, if the complaint is not upheld, apply for reimbursement of legal fees so incurred. The application shall be submitted in writing to the Provost and Vice-President (Academic).

Academic freedom

This proposal is made without prejudice.

ARTICLE 9 *Academic Freedom

- (a) The parties agree neither to infringe nor abridge the academic freedom of the members. Academic freedom is the right of reasonable exercise of civil liberties and responsibilities in an academic setting. As such it protects each member's freedom to disseminate her opinions both inside and outside the classroom, to practice her profession as teacher and scholar, librarian, or counsellor, to carry out such scholarly and teaching activities as she believes will contribute to and disseminate knowledge, and to express and disseminate the results of her scholarly activities in a reasonable manner, to select, acquire, disseminate and use documents in the exercise of her professional responsibilities, without interference from the employer, its agents, or any outside bodies. Furthermore, members are free to discuss and to criticize both the University and the wider society it serves free from censorship. All the above-mentioned activities are to be conducted with due and proper regard for the academic freedom of others and without contravening the provisions of this agreement. Academic freedom does not require neutrality on the part of the member, but rather makes commitment possible. -While aHowever, Academic freedom does not confer legal immunity, nor does it diminish the obligations of members to meet their duties and responsibilities as stipulated in this agreement, a member shall not be disciplined for exercising her right to academic freedom.
- (b) The parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a member desires to be placed in the library collections of the University of Ottawa.

FIPPA

9.3 Freedom of Information and Protection of Privacy Act

9.3.1 The parties recognize the custom of academic freedom which ensures that all records created or kept by a member on the University of Ottawa's premises or electronic systems and devices (including backups) are not under the University's custody and control.

9.3.2 Where the employer receives an information request, notice of mediation, or appeal pursuant to FIPPA, or judicial review thereof, the Employer shall, within 3 (three) working days provide copies of such documents to the member and the Association.

9.3.3 Throughout the FIPPA process, the Employer shall furnish the member all the same information on that matter as possessed by the delegate of the University charged with administering the Act, except for information that is solicitor-client privileged or the protected personal information of another. The Employer shall consult the affected member in a timely fashion about any proposed response and make best efforts to establish a common position that is maximally protective of the principle of academic freedom. If the member requests to invoke a statutory exemption or exception at any stage in the process, that request shall not be unreasonably refused by the University

9.3.4 The parties agree that all records created or kept by a member will not be searched, monitored or otherwise interfered with, save by court order and notice is given to the member. Therefore, the parties recognize that in cases where the Employer is obliged to respond to a FIPPA request regarding a member, it is the responsibility of individual members to search their records and provide relevant information, excluding any records that the member finds to be of a personal nature, records that are protected under academic freedom, and records that are subject to any statutory exceptions and exemptions by FIPPA.

9.3.5 Where pursuant to FIPPA the Employer discloses a member's records or information about that member to the requester, the employer shall simultaneously provide a copy of the response to the affected member.

9.3.6 The provisions of this Article also apply to a former member.

File of members

This proposal is made without prejudice.

- *5.2.2.6 Subject to any exceptions stated elsewhere in this agreement, the documentation available to the DTTC, the FTTC and the dean shall be identical except that:
- while the FTTC shall have access to the Faculty file: Career development and parts ii), iii) and v) of the Faculty file: Confidential section ~~confidential section~~ of the member's file, evaluations contained therein shall only be available to the DTTC in the form of copies which do not in any way identify the author;
 - the FTTC may consider any relevant letter or document that has come to light after the DTTC's consideration of the case, provided that the member receives a copy of said letter or document at least 10 working days before the time of consideration;
 - the member shall have the right to request that the DTTC and the chair comment on letters or documents pursuant to 5.2.2.6(b), and that the FTTC consider said comments;
 - the FTTC may request, in writing, additional clarification from the DTTC concerning its recommendation;
 - the member may, after the DTTC has considered her case, add to her file written comments or any item regarding the recommendations of the DTTC or the chair, or any other document she deems relevant and the FTTC shall consider any such written comments, item or document, provided the member has made the comment, item or document available within 10 working days following receipt of said recommendation.
- 12.1.6 **Removal of materials from the file** The materials shall only be removed from the file in the following circumstances:
- once the Dean determines, upon receipt of proof that the said material is false, irrelevant or inaccurate information in a members file; or
 - after a period of twenty-four (24) months since the date on which the warning/reprimand was given to the member, provided that no subsequent complaint of the same nature has been confirmed or is under investigation; (Jennifer modified this language)
 - ~~bc~~ by mutual consent of the Dean and the member.
- *12.4.1 Access to this section is regulated by the Dean, may not be disclosed to a member's chair, the DTTC, the FTTC or the Joint Committee unless explicitly indicated in writing, and consists of:
- an inventory of the contents (may be disclosed only to the member or her delegate);
 - non-redacted hiring letters of recommendation (may be disclosed only to DTTC, Chair, FTTC and Joint Committee at the time of hire);
 - non-redacted letters from external evaluators (may be disclosed only to FTTC and Joint Committee at the time of promotion and tenure);
 - non-redacted complaints (may be disclosed only to the member if the complaint letter is used in disciplinary measures pursuant to article 39);
 - non-redacted direct peer reviews of teaching (may be disclosed only to FTTC and the Provost).
- *24.1.3 **Complaints** Complaints about a member's teaching ~~may shall not~~ be taken into consideration ~~only where the member has been advised of the complaint and given an opportunity to reply thereto in any formal evaluation of teaching.~~

Language tests

- *11.2.4 If the member's proficiency is not established to the satisfaction of the Dean or the FTPC, the Dean may ask that the member take a test appropriate to the required level of competence defined in this article and stated in the initial letter of appointment, such test to be administered by the Official Languages and Bilingualism Institute (OLBI). Members have the right to take the OLBI test as early and as often as they choose and will inform the Dean of her intention or not to take the test within five (5) working days of receiving the Dean's request. If a member chooses to take the test and this has been communicated to her dean, the member has up to fifteen (15) working days to complete the test. If a test is to be administered, the Dean shall not send the tenure application to the Joint Committee before receiving the test results unless the member has failed to inform the dean of their intention to take the test and the fifteen (15) working days have lapsed. Any test result is confidential until the member releases it.

Grievance – step 1 meeting

This proposal is made without prejudice.

- *13.4.2 **Step 1 meeting** The employer shall schedule a Step 1 meeting, in consultation with the Association that to take place no more than fifteen (15) working days of receipt of the written notice of grievance, or such other time as agreed to by the liaison officers, to be attended by the liaison officers or their delegates, the grievor, and the dean, it being understood that:
- (a) in the case of a grievance against a decision of the Joint Committee or Administrative Committee, the Vice-President Academic and Provost or her delegate – who must be a full member of the appropriate committee and have the authority to settle the grievance - shall replace the dean;
 - (b) in the case of a grievance against a decision of the Board, the Vice-President Academic and Provost or her delegate shall replace the dean;
 - (c) in the case of a group grievance, an authorized spokesman shall attend for the group and shall deliver to the liaison officers, in writing, a list of the members of the group;
 - (d) in the case of a grievance initiated by the Association, the president of the Association or her delegate shall attend as the grievor.

Scope

This proposal is made without prejudice.

- 3.1.1 The employer recognizes the Association as the sole bargaining agent of members of the bargaining unit. Until the parties agree otherwise or the Ontario Labour Relations Board decides otherwise, the bargaining unit includes professors holding a professorial rank, language teachers, counsellors, librarians, and research fellows whose appointment by the employer is subsidized by a grant in their own name from a governmental research organization or from a non-profit organization subsidizing research in universities, and:
- (a) who are employed by the employer ~~in the City of Ottawa~~, with a workload equivalent to at least 50% of the normal workload for members of the relevant reference group;
 - (b) for whom, except in the case of the above-mentioned research fellows, at least 50% of the sum of their salary and their benefits comes from the regular operating budget of the University of Ottawa, or from other sources whose continuity and use fall under the complete control of the employer, it being understood that members already holding an appointment with tenure or a limited-term regular appointment retain their membership in the bargaining unit even if all or part of their salary is reimbursed by a grant;
 - (c) who are not excluded from the bargaining unit pursuant to 3.1.3.

FGPS

ARTICLE 32 Faculty of Graduate and Postdoctoral Studies

*32.1.1 Normally, only members who are members of the Faculty of Graduate and Postdoctoral Studies (FGPS) may direct and examine theses.

*32.1.2 Membership or non-membership in the Faculty of Graduate and Postdoctoral Studies shall not, in and of itself, be used to the member's detriment.

~~32.1.3 It is the responsibility solely of the Senate to establish and to modify from time to time the criteria for membership in the Faculty.~~

*32.1.4 Members holding the rank of assistant, associate, or full professor are eligible for membership in the Faculty. Members holding the rank of language teacher IV are eligible for membership in the Faculty under provisions applicable to assistant professors.

Section 32.2 Membership in the Faculty

*32.2.1 A member is recognized to have FGPS membership upon appointment to a regular position. FGPS membership entitles one to supervise graduate students at all levels. All members are granted sole supervisory privileges for any graduate degree offered by the member's primary unit and any other unit where the DTPC provides an approval. Nothing prevents a department or unit from encouraging mentorship with respect to graduate supervision or co-supervision. Recommendations and decisions

~~An application for membership in the Faculty may be made as soon as a member is appointed, and shall be processed as follows.~~

~~(a) When a faculty member applies for membership in the Faculty, the member's application shall be examined by the DTPC and chair, and then by the FTPC and dean. Their recommendations shall be forwarded to the dean of the Faculty of Graduate and Postdoctoral Studies, who shall submit the file to the Executive Committee of the Faculty; the Executive Committee shall decide for or against membership.~~

~~(b) The question to be addressed is: "Does the applicant have the supervisory skills and has she maintained a record of scholarly activities, the results of which have been recently disseminated and which are appropriate for the direction of graduate theses in the relevant areas of her discipline?". Each answer shall be supported by appropriate reasons and evidence. The chair shall either concur with the DTPC or provide a separate response, with reasons. The dean shall either concur with the FTPC or provide a separate response, with reasons.~~

32.2.2 Periodic reviews

~~32.2.2.1~~ When there is evidence that a member's supervisory skills may no longer be adequate or ~~when, in the course of OCGS program reviews,~~ there is evidence that the member may not have maintained a record of scholarly activities appropriate for the direction of graduate theses, the dean of ~~the her~~ Faculty shall, if she has concerns, write to the member to advise her of these concerns, inform the member that she must decide whether she wishes to remain a member of ~~the Faculty~~ FGPS, and inform the member of a reasonable deadline for a response.

~~*32.2.2.2~~ A member who does not respond shall be deemed to have withdrawn voluntarily. If the member requests that she remain a member of the Faculty, the request shall be processed as in ~~article 32.2.13,~~ *mutatis mutandis*.

The member's FGPS membership question shall be examined by the DTPC, chair, and FTPC of her

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Faculty. Their recommendations shall be forwarded to the dean of her Faculty who shall decide for or against membership. The question to be addressed is: "Does the applicant have the supervisory skills and has she maintained a record of scholarly activities, the results of which have been recently disseminated and which are appropriate for the direction of graduate theses in the relevant areas of her discipline?". Each answer shall be supported by appropriate reasons and evidence. The chair shall either concur with the DTPC or provide a separate response, with reasons. The Dean shall not deny the request if the recommendations of the DTPC, chair and FTFC is they are all positive.

32.2.3 **Reinstatement** Any member that had her membership revoked may apply for reinstatement of her FGPS membership. The procedure listed in article 32.2.3 will be followed.

Computers

5.1.2 **Computing infrastructure**

5.1.2.1 The Parties agree that members cannot fulfil their academic responsibilities without the support of adequate computing infrastructure. Therefore, the University agrees to provide and maintain up to date computing resources, including hardware and software, as are required for fulfilling the basic and typical faculty or librarian responsibilities. Each member shall be provided with:

- a) one computer (including monitor, keyboard, mouse, and necessary cables) capable of connecting to the University network and capable of running such software applications as described in (b) below;
- b) software applications, provided either via the network or copied to individual machines appropriately, according to University policy, to perform basic email, calendar, word processing, spreadsheet and database analysis, and presentation functions; and
- c) access to networked printing resources in each unit.

If a member’s primary computer ceases to function adequately and cannot be restored to normal function as determined by University ITS staff, the University shall provide a new replacement computer in a timely manner.

5.1.2.2 To further support the ongoing computing needs of members, the University agrees to provide one of the following, as the member chooses, every three (3) years:

- a) a standard computing system (as described in article 5.1.2.1(a) through (c)); or
- b) a maximum of one thousand five hundred dollars (\$1,500) toward the purchase of a computer system of the member’s choosing, understanding that any additional amount required for the purchase will come from other sources already available to the member.

Members shall submit requests for either a standard computer system or a maximum of one thousand five hundred dollars (\$1,500), as described in article 5.1.2.1 (a) and (b), to their Dean or the University Librarian, as appropriate.

*5.1.23 All personal working conditions -- provided they are reasonable, certain and known -- enjoyed or possessed by members of the bargaining unit at the time of ratification of this agreement, shall be maintained, subject to the express provisions of this agreement.

5.1.43 **Health and Safety**

Patents

The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.

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

(a) yearly reports on June 30:

(i) of the budgetary spending allocated for teaching staff categories pursuant to article 7.3.1(a);

(ii) of the number of teaching staff pursuant to article 7.3.1(c);

(iii) of all information related to members teaching duties pursuant to article 22.2.1.10;

(iv) of all information related to patents pursuant to article 35.1.2.4 and 35.1.3.5;

(v) of the exit interview public summary report pursuant to article 38.4;

(vi) a list, per term, of all courses taught by non-members (identify redacted) as per article 7.

35.1.2 Applications for patent and exploitation

*35.1.2.1 The parties agree that the exploitation of any invention shall be at the option of the member. When the member wishes the invention to be exploited, she shall make full and complete disclosure of the invention, its application and expected market potential and shall warrant her patent. The employer, ~~in consultation with the Patents Committee~~, shall advise the member within 180 days of the completed disclosure of its intent to apply for a patent. When the employer decides to apply for a patent, the employer shall make all the necessary arrangements and the member shall sign all required documentation.

~~35.1.2.4 Starting 30 June 2017, the Employer shall provide the Association with a Patents Report listing all patent applications received from members during the previous calendar year and all ongoing patent applications. The Patents Report will also include the following information: internal patent identifying code or number, date of receipt of the patent application, title of application, name and percent relative contribution of all applicants, decision of the Employer regarding filing the patents, and patent filing date (if applicable).~~

*35.1.3.2 Where the patent results from the work of more than one inventor, the employer, ~~in consultation with the Patents Committee~~, shall determine the amount payable to each, based upon the relative contribution of each to the invention.

~~35.1.3.5 Starting 30 June 2017, the Employer shall provide the Association with a Distribution of Patent Revenue Report listing all existing patents generating revenue. The Distribution of Patent Revenue Report will include the following information: internal patent identifying code or number, gross annual revenue for the year, total gross revenue, net annual revenue per participants and total new revenue per participants.~~

~~*35.1.4 The Patents Committee~~

~~35.1.4.1 The Committee shall be composed of 2 Association appointees, two appointees from the employer, and is chaired, without voting rights, by the Director, Office of Research Services or her delegate.~~

Exit interviews

The yellow highlighted sections are officially proposed in a separate proposal or separate proposals.

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

(c) yearly reports on June 30:

(i) of the budgetary spending allocated for teaching staff categories pursuant to article 7.3.1(a);

(ii) of the number of teaching staff pursuant to article 7.3.1(c);

(iii) of all information related to members teaching duties pursuant to article 22.2.1.10;

(iv) of all information related to patents pursuant to article 35.1.2.4 and 35.1.3.5;

(v) of the exit interview public summary report pursuant to article 38.4;

(vi) a list, per term, of all courses taught by non-members (identify redacted) as per article 7.

38.4 Exit Interview

38.4.1 The Human Resources service shall be responsible for the administration of the exit interview. When notice is received of a member's resignation or retirement, the Human Resources service shall contact the member to schedule a personal exit interview and shall be asked to complete the exit interview questionnaire. In cases where circumstances do not allow a personal interview, the departing or retiring member shall be asked to complete the exit interview questionnaire. This information will be confidential and will not be placed in the member's Human Resources file.

38.4.2 By June 30 every second year, the Human Resources service will compile a public summary report listing all non-identifying comments. This report will be sent to the Association and be presented at the Board.

LETTER OF UNDERSTANDING

BETWEEN
THE UNIVERSITY OF OTTAWA

(Employer)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA
(Association)

Exit Interviews

WHEREAS both Parties agree to the creation of an “Exit Interview” system in order to gather information from all APUO members who resign from the University.

THEREFORE, the Parties agree to create a working group who shall be comprised of: two (2) persons from the uOttawa Human Resources service appointed by the Employer and two (2) persons appointed by the Association.

The mandate of the working group is to devise a complete exit interview process, including but not limited to: the timing of the interview, the list of questions, the exit interview form, the structure of the bi-yearly report and the confidentiality rules concerning the individual responses.

The working group shall present a report detailing the complete process within six (6) months of the ratification of this collective agreement.

The resulting report will be considered part of the collective agreement and shall never expire unless agreed to by both Parties.

For the Employer

Date

For the Association

Date