

# LETTER OF UNDERSTANDING

Between

The University of Ottawa

(employer)

And

The Association of Professors of the University of Ottawa

(Association)

## Limited-Term Replacement Professors in the Faculties of Arts and Social Sciences


WHEREAS the employer has identified a deficiency in the number of regular full-time professors on staff to meet the teaching requirements in the faculties of Arts and Social Sciences, and has expressed a need to meet that requirement through the hiring of full-time academic staff;


AND WHEREAS both parties agree with the goal of increasing the complement of regular full-time faculty appointments over time;

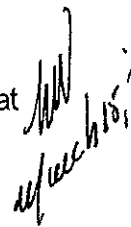
THEREFORE the parties hereby agree, as follows:

1. Appointments under this Letter of Understanding shall be known as Limited-Term Replacement Professors.
2. All of the provisions of the collective agreement with respect to announcing a position, selection procedures, and letter of appointment shall apply except as modified herein.
3. Subject to paragraph 19 below, the total number of Limited-Term Replacement positions created in the two faculties combined shall not exceed 15; appointments to these 15 positions in either faculty are conditional on there having been at least an equal number of authorized new regular full-time faculty positions (i.e. those full-time positions in addition to the filling of vacancies arising from retirements and other departures) announced under 17.1 of the collective agreement, within the same faculty, after 1 January 2006.
4. Subject to paragraph 22 below, the maximum period of appointment for these Limited-Term Replacement Professors is 5 years, with the last effective hiring date for any such appointment being 1 July 2009.
5. The initial contract is for a period of 2 years, starting normally on 1 July, but in any event ending 24 months after 1 July of the calendar year during which the appointment is made, and this initial contract shall be considered to have been a 2-year appointment.
6. The contract is renewable once for 3 years, with the normal recommendation process and 17.3.3.2 of the collective agreement applying *mutatis mutandis*, and copies of the recommendations and decisions being provided to APUO; it is understood that, subject to paragraph 22 below, these appointments are not renewable beyond the total period of 5 years.
7. The maximum number of any such positions for a department is limited to 10% of the regular faculty members in that department, rounded to the nearest integer, with 0.5 rounded up, it being understood that

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the total number of positions for the two faculties combined shall not at any time exceed the maximum set out in this Letter of Understanding.

8. For each such position to exist in a department, the regular APUO members in the departmental assembly (or equivalent) must vote to accept, with reasons, the creation of the position along with its description.
9. It is understood that the hiring of individuals in this category of replacement professors by the employer under this Letter of Understanding is conditional on departments not being pressured to accept these types of positions.
10. The number of authorized regular positions shall not decrease in any department where appointments under this Letter of Understanding are made, it being understood that a new regular position is considered authorized once the department is informed that it may announce and post the position.
11. Appointees under this Letter of Understanding are expected to have a PhD in the relevant discipline.
12. In the assignment of teaching load, section 22.2, and in particular 22.2.1.3 applies as usual, but 22.2.1.5(b) applies for 3 years; it is understood that while a teaching load of up to 21 credits is not precluded after 3 years if the requisite circumstances exist under section 22.2 for a higher teaching load, such a situation shall not be considered normal; moreover, this shall not be interpreted as requiring a teaching load of 21 credits in the first 3 years, as the actual assignment depends on the proper application of section 22.2.
13. The assigned teaching shall be at the undergraduate level only.
14. The deadline for workloads under 22.2.4.4 shall be 1 April.
15. The employer agrees that there should be transparency and timely disclosure to APUO with respect to these positions, and in particular, agrees to provide, to APUO, copies of formal decisions or recommendations that are minuted at any administrative level in connection with a specific hiring or renewal in this category (including dean or Administrative Committee), copies of departmental minutes, copies of initial and renewal contracts, and copies of annual workloads. The failure to provide the above noted timely disclosure shall result in no further hirings being carried out in this category.
16. The student-faculty ratio for the University as of 1 November 2005, and the manner in which it is calculated, is as agreed to by the parties in a separate memorandum signed prior to ratification.
17. The employer shall use its best efforts to decrease the above noted student-faculty ratio by at least 2 points, by 1 November 2008, calculated using the same type of data and method; this reduction shall be referred to as the "Ratio Target" and the calculation shall exclude individuals hired in any of the positions under the Letters of Understanding respecting Limited-Term Lecturers in Science, Limited-Term Replacement Professors in Arts and Social Sciences, and Teaching Associates. The ratio will be calculated no later than 20 December 2008 based on the data used for the filing with the Provincial Government as of 15 December 2008.
18. Moreover, the reduction set out under paragraph 17 above shall be done without increasing the proportion of teaching staff salaries expended for the remuneration of non-members as defined in the last paragraph of section 7.2 of the collective agreement.
19. The overall number of 15 replacement positions provided for under paragraph 3 above can be increased up until 1 July 2009 by up to 10% of the new regular full-time faculty positions across the University (i.e. those full-time positions in addition to the filling of vacancies arising from retirements and other departures and the

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Page 1 of 1  
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15 regular positions required under paragraph 3) announced after 1 January 2006 and with effective hiring dates and filled no later than 1 January 2009.

20. It is understood that the last effective hiring date for any additional replacement position created under paragraph 19 above remains 1 July 2009, with a maximum period of appointment being 5 years as set out in paragraphs 5 and 6 above.
21. Any increase referred to in paragraph 19 above applied prior to 2009 can be rounded to the nearest integer, with 0.5 rounded up; however, at no time shall the total number of additional replacement positions exceed 10% of the total number of new regular positions (as defined in paragraph 19) filled to that point, rounded to the nearest integer.
22. Replacement professors hired under this Letter of Understanding on or after 1 July 2007 and terminating before 2014, may be extended to 30 June 2014 (with the renewal process under paragraph 6 above and transparency stipulations under paragraph 15 above applying), but with no new courses in the assigned teaching load, and subject to the Ratio Target having been met by 1 November 2008. For those hired in 2006, the foregoing statement shall apply but the termination date shall be 30 June 2013.
23. For further clarification, it is agreed that if the Ratio Target is not met by 1 November 2008, there can be no extensions of contracts as noted in paragraph 22 above.
24. In applying paragraph 23 above, the APUO shall take into account *bona fide* reasons for not filling posted positions, i.e. demonstrated lack of qualified candidates, but the employer is required to demonstrate the inability to fill regular positions that have been announced, taking into account the period of time since the announcement and/or the relative number of positions announced. It is understood that a *bona fide* attempt to fill the positions must have been made, and that any compensation offers to prospective candidates have not been significantly below what would be considered a reasonable compensation package for the discipline.
25. It is understood that the employer intends to bring to the 2011 negotiations the possibility of continuing this concept, conditional on the Ratio Target having been met by 1 November 2008; this, however, is not meant to bind either party with respect to the outcome of such negotiations, and any continuation must be by agreement.

*MW*  
March 15, 2009

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For the Employer

Signed on \_\_\_\_\_

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For the Association

Signed on \_\_\_\_\_

*Rob*  
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