

Collective agreement
between
the University of Ottawa and
the Association of Professors of the
University of Ottawa
■ May 2001 to 30 April 2004

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*ARTICLE I

DEFINITIONS

Except where a word is given a different or a special meaning, the words listed below shall, for the purposes of this agreement, have the meanings given in this article.

ACADEMIC STAFF: persons appointed on a half-time or greater basis at the University of Ottawa with the rank of **lecturer** or **assistant, associate** or full professor, **visiting professors**, and professors **seconded** to the University of Ottawa.

ACADEMIC YEAR: a period of 12 calendar months which, unless otherwise indicated, commences on 1 July of any year and ends on 30 June of the following year.

ADMINISTRATIVE COMMITTEE: the Administrative Committee of the University of Ottawa as constituted by the Board.

ADMINISTRATIVE EXCLUSION: a member of the academic staff of a faculty, other than the Faculty of Law, appointed by the dean for the purposes of assisting with academic staff relations.

ASSOCIATION or APUO: the Association of Professors of the University of Ottawa.

BOARD OF GOVERNORS or BOARD the Board of Governors of the University of Ottawa provided for in the University of Ottawa Act.

CHILD: a member's child, born within or outside marriage, or a member's adopted child.

COUNSELLOR: a person appointed at the University of Ottawa, in the Counselling and Personal Development Service, as a professional counsellor, whose duties are essentially comparable to those of a person who, on or about the date of ratification of this agreement, held a position of counsellor I or higher at the Counselling and Personal Development Service, or was director of the service.

CPDSPC: the Counselling and Personal Development Service Personnel Committee, as defined in article 16.

CHAIR: the person chairing a department.

CHIEF LIBRARIAN: the chief librarian of the Library Network.

COUNSELLOR MEMBER a counsellor who is in the bargaining unit as described in article 3.

DEAN: the dean of a faculty, a section of the Faculty of Law, or the Faculty of Graduate and Postdoctoral Studies.

DELEGATE: a person expressly designated by the Rector, a dean, the President of the Association, one of the liaison officers, or a member, to act on her behalf in designated matters.

DEPARTMENT: a department, as duly constituted by the Senate and the Board.

DTPC: Departmental Teaching Personnel Committee, as defined in article 15.

EMPLOYER: the Board of Governors.

FACULTY: a faculty, as duly constituted by the Senate and the Board or, in the case of the Faculty of Law, each section thereof.

FACULTY MEMBER: a member of the academic staff who is in the bargaining unit as described in article 3.

FGC: the Formal Grievance Committee, as defined in article 13.

FTPC: Faculty Teaching Personnel Committee, as defined in article 14.

JOINT COMMITTEE: the Joint Committee of the Senate and the Board, provided for in the University of Ottawa Act.

LANGUAGE TEACHER: a person appointed at the University of Ottawa, in the Second Language Institute, as a language teacher, whose duties are essentially comparable to those of a person who, on or about the date of ratification of this agreement, held a position of language teacher I or higher at the Second Language Institute.

LANGUAGE TEACHER MEMBER: a language teacher who is in the bargaining unit as described in article 3.

LIAISON OFFICER: a person designated from time to time by either party to this agreement, to act as a representative of that party in connection with matters which may arise from time to time between the parties.

LIBRARIAN: a person appointed at the University of Ottawa as a librarian, whose duties are essentially comparable to those of a person who, on or about the date of ratification of this agreement, held a position in the Library Network with the rank of librarian I or higher, or was at that time the director of one of the four libraries in the Library Network, or an assistant librarian, or the chief librarian.

LIBRARIAN MEMBER: a librarian who is in the bargaining unit as described in article 3.

LPC: the Librarians' Personnel Committee, as defined in article 16.

LTPC: the Language Teachers' Personnel Committee, as defined in article 16.

MEMBER: a member of the bargaining unit as described in article 3.

NOMINAL SALARY: the annual salary rate for the member's position, as defined in 41.1.1.

PARTIES: the Association and the Board.

RECTOR the Rector of the University of Ottawa.

REGULAR DEPARTMENT MEMBER with respect to any department, a regular faculty member appointed entirely in that department or cross-appointed pursuant to 17.4 with full membership in the assembly of that department.

REGULAR FACULTY MEMBER: a member of the academic staff, holding a regular appointment as defined in article 17, who is in the bargaining unit as described in article 3.

REGULAR ONE-TERM COURSE a teaching task essentially comparable to that involved in teaching an undergraduate 3-credit course in the School of Management and the faculties of Arts, Science, Engineering, or Social Sciences.

REGULAR SALARY: the annual rate of compensation for a member, as defined in 41.1.1.

REGULAR TERM the *fall term* or the *winter term*.

REPLACEMENT PROFESSOR: a member of the academic staff, appointed in accordance with article 17.

SCHOOL: a school, as duly constituted by the Senate and the Board.

SENATE the Senate of the University of Ottawa as constituted pursuant to the University of Ottawa Act.

SESSIONAL LECTURER: a person appointed at the University of Ottawa for the purpose of teaching, or participating substantially in the teaching of, particular regular courses and employed under the terms of a contract not exceeding 8 months' duration.

SPOUSE: for the purposes of this collective agreement and where not otherwise defined by law or government regulation a person to whom the member is married or, notwithstanding the member's marital status, a person with whom the member is cohabiting, provided that the member has been cohabiting with that person in a relationship resembling marriage for a period of at least 1 year, or, if less than 1 year, where they have become the natural or adoptive parents of a child.

TERM: the fall term (September to 31 December) or the winter term (1 January to 30 April) or the spring/summer term (1 May to 31 August).

TPC: teaching personnel committee (DTPC or FTPC),

UNIVERSITY OF OTTAWA: the University of Ottawa as constituted pursuant to the University of Ottawa Act.

UNIVERSITY OF OTTAWA ACT: the University of Ottawa Act, being chapter 137 of the Statutes of Ontario for the year 1965, as amended.

VISITING PROFESSOR: a member of the academic staff, appointed in accordance with article 17.

WORKING DAYS: Monday through Friday of any week, excluding official holidays and periods during which the University of Ottawa is officially closed, as set out in section 28.3 of this agreement.

WORKLOAD DUTIES: the tasks and activities which constitute a member's workload under the terms of this agreement.

NOTE A word used in the feminine gender shall include both genders. Words such as chair or spokesperson shall designate the person, male or female, in the indicated position or role. These interpretations shall be deemed to apply in their necessary grammatical forms and usages.

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ARTICLE 2

PREAMBLE

- (a) **Goals of the University** The parties recognize that the goals of the *University* are, among others:
- (i) to promote excellence in the pursuit and dissemination of knowledge through teaching, research, literary and artistic creation, professional activities, and service to the scholarly and academic community;
 - (ii) to further bilingualism and biculturalism and to preserve and develop French culture in Ontario.
- (b) Moreover, In accordance with the mission statement adopted by the Senate in 1987, the parties recognize that the University Intends to continue playing a key role In promoting women in all sectors of university life.
- (c) The parties agree to foster a climate of freedom, responsibility and mutual respect appropriate to the pursuit of these goals, and thereby to cooperate In promoting and enhancing the University.
- (d) **Purpose of the agreement** It Is the purpose of this agreement to provide an amicable means for settling differences

which may arise from time to time between the employer and the members of the bargaining unit or the Association and to promote and maintain harmonious relations between the parties and within the university community.

- (e) **Interpretation** The parties agree that this article cannot be the subject of a grievance nor be, in and of itself, the basis of a disciplinary action; It shall be used only for the purposes of interpretation of this agreement.

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THE BARGAINING UNIT

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SECTION 3.1 RECOGNITION

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.

3.1.2 For the purposes of this agreement, a professor holding a professorial rank is a person appointed with the rank of lecturer, or assistant, associate or full professor, with a workload equivalent to at least 50% of the normal workload for members of the relevant reference group. It is understood that replacement professors hold a professorial rank and that, except in the case of visiting professors and professors who have been seconded to the University, the employer will not assign 50% or more of a professorial workload to a person without rank.

3.1.3

3.1.3.1 The following persons are excluded from the bargaining unit:

(a) the Rector, the Vice-Rectors and Assistant Vice-Rectors, the Secretary of the University, the University Chief Negotiator, the deans and administrative exclusions, the director of the Counselling and Personal Development Service, the chief librarian, two assistant chief librarians appointed by the chief librarian for the purposes of assisting with staff relations under this agreement, the director of Morisset, and persons holding acting appointments and so acting in the above positions;

(b) members of the Board of Governors or of the Joint Committee;

(c) persons engaged in the practice of medicine in the course of clinical teaching of medicine, and research fellows appointed in the clinical department of the Faculty of Medicine;

(d) visiting professors and professors

seconded to the University of Ottawa from a position with another employer, and visiting librarians;

(e) French "coopérants militaires".

*3.1.3.2 Where a member of the bargaining unit is transferred, on a full-time basis, temporarily or pursuant to an appointment of fixed duration, to a position the tasks of which are not normally performed by a member of the bargaining unit, said members shall be excluded from the bargaining unit while so transferred.

SECTION 3.2 PERSONS AUTHORIZED TO DEAL WITH THE EMPLOYER

*3.2.1 The Association's president and its liaison officer, and their delegates, are the only persons authorized to deal with the employer on behalf of the Association, and to negotiate and make agreements concerning exceptions to, or modifications of, any provisions of this agreement respecting any member or group of members. Officers of the employer and members of the bargaining unit may however freely communicate with each other, orally or in writing, without binding or committing the Association or themselves with respect to such exceptions or modifications.

*3.2.2 Unless otherwise provided for in this agreement, any notices or official correspondence or communications between the parties shall be between the Association's president or liaison officer or their delegates, on behalf of the Association, and the Rector or the employer's liaison officer or their delegates, on behalf of the employer.

SECTION 3.3 INFORMATION

*3.3.1 The employer's liaison officer informs the Association:

(a) of every new appointment of a member of the academic staff, a language teacher, a counsellor, a librarian, or a research fellow and of her bargaining unit status under section 3.1;

(b) of any change in the status of a person employed at the University of Ottawa, when this change in status may have an effect upon the membership of this Person in the bargaining unit.

This information shall be forwarded to the Association no later than 15 working days following the beginning of employment or the change in status.

- *3.3.2 The information forwarded to the Association pursuant to 3.3.1 shall include the name of the person, the nature and duration of the appointment or change in status, the unit to which the person will be attached and, if required, any other information necessary for determining the membership of this person in the bargaining unit. Furthermore, the employer's liaison officer shall inform the Association whether this person is a Canadian citizen, a permanent resident, or neither. For any person belonging to the bargaining unit, this information shall also include the nominal salary and the regular salary and, in the case of regular members, years of recognized university-level experience. It being understood that the Association shall continue to consider this as confidential. The information shall be forwarded on a form the design of which shall have been approved by the parties' liaison officers.

***SECTION 3.4 EXPANSION OR EXTENSION**

In the event of an expansion or extension of the University of Ottawa by the creation or modification of programs, faculties, schools or the like, any employees affected by such expansion or extension who are eligible for membership in the bargaining unit pursuant to the definition thereof contained in this article shall immediately become members of the bargaining unit. Notwithstanding the above, where employees affected by the expansion or extension are already members of a bargaining unit for which the employer may be obliged at law to recognize a bargaining agent other than the Association, the above provisions shall apply only if the employer, the Association and such other bargaining agent have, within 20 working days following the effective date of such expansion or extension, agreed to same -- failing which, the matter may be submitted by either party to the Ontario Labour Relations Board pursuant to section 63 of the Ontario Labour Relations Act.

SECTION 3.5 APPLICABILITY TO LIBRARIANS, LANGUAGE TEACHERS, COUNSELLORS, AND RESEARCH FELLOWS

- *3.5.1 Except as provided for by the exclusion of applicability to librarians in 3.5.2, language teachers in 3.5.3, or counsellors in 3.5.4, the provisions of this agreement shall apply to all members, *mutatis mutandis*, and, in the case of:

- (a) librarian members. "dean" shall be replaced by "chief librarian", "DTPC" or "FTPC" shall be replaced by "LPC", "faculty" shall be replaced by "Library Network", "chair" shall be replaced by "immediate supervisor", except in the case of 5.2.3 where "chair" shall be replaced by "chief librarian";
- (b) language teacher members, "chair" shall be replaced by "director of the Second Language Institute", "DTPC" shall be replaced by "TPCI";
- (c) counsellor members, "dean" or "chair" shall be replaced by "director of the Counselling and Personal Development Service", "DTPC" or "FTPC" shall be replaced by "CPDSPC", "faculty" shall be replaced by "Counselling and Personal Development Service".

3.5.2 Librarians

*3.5.2.1 Articles 14, 15, 19, 24, 25, 26, 32, and 37 do not apply to librarian members.

*3.5.2.2 (a) Articles 16, 17, 18, 20, 21, and 22 apply in the form respectively set out in 16.1, 17.7, 18.1, 18.2, 20.5, 21.2, and 22.3.

(b) Articles 23 and 28 apply with the modifications respectively set out in 23.5 and 28.2.

(c) Article 31 applies only to librarian members.

3.5.3 Language Teachers

*3.5.3.1 Articles 15, 31, and 32 do not apply to language teacher members.

*3.5.3.2 (a) Articles 16, 18, 21, 22, 25, and 29 apply in the form respectively set out, or referred to, in 16.2, 18.3, 18.4, 21.3, 22.4, and 29.4.

(b) Articles 17 and 20 apply with the modifications respectively set out in 17.6 and 20.6.

3.5.4 Counsellors

*3.5.4.1 Articles 14, 15, 24, 31, and 32 do not apply to counsellor members.

*3.5.4.2 (a) Articles 16, 17, 18, 20, 21, 22, and 25 apply in the form respectively set out, or referred to, in 16.3, 17.9, 18.5, 18.6, 20.7, 21.4, and 22.5.

(b) Articles 23, and 26 apply with the modifications respectively set out in 23.6, and 26.9.

***3.5.5** Research fellows Subject to 17.2.5.2 to 17.2.5.7 Inclusive, the provisions of this agreement applicable to faculty members apply to every research fellow who is, pursuant to section 3.1, a member of the bargaining unit.

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SECTION 4.1 THIS AGREEMENT

***4.1.1** **Duration** This agreement shall come into effect upon ratification by the parties and shall terminate on 30 April 2004.

4.1.2 **Strikes** and lockouts For the duration of this agreement, the employer and the Association agree as follows.

(a) The employer shall not call a lockout and the members of the Association shall not take any form of strike action, work stoppage or work slowdown.

(b) The Association agrees to take all reasonable measures to avoid or discourage picketing, information picketing or similar demonstrations that its members might undertake, individually or in groups, in the context of a labor relations dispute, to disrupt the work and services of the University of Ottawa.

4.1.3 **Official text and copies**

- *4.1.3.1 Official text** For matters involving the interpretation of any portion of this agreement, including the processing or arbitration of any grievance, the official text of any clause shall be the text in the language indicated by an asterisk (*) beside the number.
- *4.1.3.2 Translation** The employer agrees to translate each clause of this agreement from the language in which the clause was negotiated into the other official language of Canada and, within 4 months of ratification, to forward the translated version to the Association for its approval.
- *4.1.3.3 Copies** The employer agrees to provide, at no charge, within 6 months of ratification, a copy of this agreement in both official languages to each member and 100 such copies to the Association, and thereafter, at no charge, to each new member with the initial letter of appointment.
- *4.1.4 Revisions** Every revision of this agreement shall be recorded in a memorandum of agreement signed by both parties' liaison officers, and shall take effect on the date specified in the memorandum of agreement. Unless waived by the liaison officers, with respect to any such memorandum of agreement, the employer agrees:
- (a) to translate the memorandum from the language in which it was negotiated into the other official language;
 - (b) for any page or pages of the collective agreement affected by such memorandum, to prepare, where practical, the revised page or pages in a form agreed to by the parties; and
 - (c) to forward to the Association copies of the memorandum or copies of any revised pages in a form suitable for attachment to or inclusion in the members' copies of this agreement, in sufficient number for distribution to the members, it being understood that printing costs shall be shared equally by the parties.
- The Association shall be responsible for distributing to members the copies received pursuant to (c) above.
- *4.1.5** The parties agree to renegotiate any part of this agreement which is invalidated by, or is in conflict with, any Judicial or legislative act.

***4.1.6** This agreement is binding upon the parties hereto and upon the employees in the bargaining unit set out in section 3.1 and, except in the event of a contrary determination by the Ontario Labour Relations Board, binds any successor trade union of the Association that results from any merger, amalgamation or transfer of jurisdiction and binds any successor employer.

"SECTION 4.2 TRANSITION FROM PREVIOUS AGREEMENT

The criteria and procedures of the 1998-2001 collective agreement shall apply: (a) to all matters related to any application made by a member as provided for in that agreement at any date before the ratification of this agreement, (b) to disciplinary measures, notice of the imposition of which was forwarded before the ratification of this agreement, and (c) to any grievance or disagreement about any act, decision, or recommendation arising before the ratification of this agreement.

SECTION 4.3 NEGOTIATIONS FOR THE NEXT AGREEMENT

***4.3.1** Negotiations for a new collective agreement may be opened by either party on 10 working days' notice, such notice to be given no sooner than 15 January 2004. However, negotiations for a new collective agreement may be commenced prior to that date, with the consent of both parties.

***4.3.2** In the event that after negotiating in good faith the parties are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement, other than those dealt with in section 40.8, together with any new proposals thereon, for the year 1 May 2004 to 30 April 2005, and provided that all other matters have been either agreed to be set aside or resolved and mutually agreeable provisions for inclusion in a collective agreement have been executed by both parties, then those of the aforementioned matters which remain in dispute may be referred to binding arbitration by either party in accordance with appendix C. The parties agree that there shall be no strike or lockout on the grounds of any dispute on a matter dealing with compensation or benefits.

SECTION 4.4 CONTINUATION OF PROVISIONS OF THIS AGREEMENT

- *4.4.1** If the parties have not ratified a new collective agreement on or before 30 April 2004, then all provisions of this agreement, save and except 4.1.2, shall continue in force:
- (a) until the new collective agreement has been ratified by the parties; or
 - (b) unless a legal strike or lockout is in effect.
- *4.4.2** The parties agree that the continuation of provisions of this agreement, provided for in 4.5.1, shall not constitute a collective agreement.

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SECTION 5.1 WORKING ENVIRONMENT

- *5.1.1 The employer shall provide members with facilities and services which are reasonably necessary for the effective discharge of their responsibilities of employment, such as reasonable library and computing services and facilities, and reasonable secretarial and technical services, teaching and research assistance, laboratory space and facilities, and reasonable office space, telephone, and other support facilities.

- *5.1.2 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.

- "5.1.3 The employer acknowledges its responsibility to provide a safe and health working environment in accordance with the procedures and services required by the National Health and Safety Act to

protect the health, safety, and security of employees as they carry out their responsibilities of employment on the employer's premises. The parties agree that the employer shall provide, and the members shall make use of, protective equipment whenever such equipment is required by the Act or the regulations pertaining to the Act for the safe performance of the members' responsibilities of employment.

*5.1.4 The employer agrees to accommodate campus facilities to the needs of physically handicapped members, where feasible.

SECTION 5.2 PROCESSING RECOMMENDATIONS AND DECISIONS

5.2.1 General

*5.2.1.1 This section describes the principal procedural steps to be followed in relation to recommendations or decisions pursuant to this collective agreement by TPCs, chairmen, deans, the Executive Committee of the Faculty Of Graduate and Postdoctoral Studies, the Joint Committee, the Board, or the Administrative Committee

*5.2.1.2 Subject to 5.2.1.7, at each stage of the recommendation and decision process, the committee or person making the recommendation or decision shall give proper consideration to and shall base the recommendation or decision solely on:

- (a) the documents indicated by the relevant clauses of this agreement or made available by the member, including those taken into consideration at preceding stages of the process;
- (b) all other relevant documents in the member's file (subject to any specific exclusions otherwise stated elsewhere in this agreement) provided the member has been advised in writing, no later than the notification to him of the recommendation or decision, that said documents were considered;
- (c) any other relevant document added to the member's file pursuant to this agreement by the DTPC, the chair, the FTPC, or the dean, provided the member has been so advised and has received a copy prior to said document being considered;
- (d) any recommendations made at the preceding stages of the process, if

applicable; and

- (e) the considerations set forth in this agreement, it being understood that this recommendation or decision shall be favorable when the criteria of the agreement which apply to the member as well as the other considerations set forth in this agreement have been met;

and shall not use, formally or informally, criteria which differ from those set forth in this agreement.

- *5.2.1.3 Any letter or document concerning a member shall not be considered by any peer committee or representative of the employer unless and until the member has received a copy at least 10 working days before the time said letter or document is to be considered, subject to modifications set out in 12.3.2. The foregoing does not apply to consultations undertaken in the course of the selection of chairs or deans and other academic administrators or the appointing of staff where 17.6.2.2 applies.

- *5.2.1.4 Whenever peer evaluations of a member's scholarly activities are obtained pursuant to the provisions of this agreement, the member shall be given the opportunity to provide written comments prior to the consideration of such evaluations.

- *5.2.1.5 Whenever a committee, pursuant to this agreement, makes a recommendation or decision regarding a member, the committee's chair shall ensure that the member promptly receives a copy of the recommendation or decision and the reasons therefor, the list of any documents under 5.2.1.2(b), and that portion of the committee's minutes which is relevant to the member's case, including the names of those present during the relevant portion of the meeting. This applies, mutatis mutandis, to recommendations by the chair and to recommendations and decisions by the dean.

- *5.2.1.6 When a committee recommends to dismiss a member pursuant to article 39, the committee shall be considered by the Joint Committee on Dismissals, if the member or his representative shall not appear, if she so desires, at the committee's deliberations regarding the matter under consideration.

- 5. Any decision by the Joint Committee shall be made solely on the basis of the evidence presented.

forwarded to It.

- *5.2.1.8 In the case of a ~~negative~~ or unfavorable ~~decision~~, or where It imposes a ~~disciplinary~~ measure, the Joint Committee shall state its reasons therefor.
- *5.2.1.9 Any ~~decision~~ shall be forwarded to the member by the dean ~~without~~ undue delay ~~and~~, in any event, ~~within~~ the relevant ~~time~~ period ~~specified~~ in the applicable article of this collective agreement.
- *5.2.1.10 When the dean informs a member of a ~~negative recommendation~~ or a ~~negative decision~~, she shall, in writing, draw the member's attention to the provisions of article 13 concerning a member's right to submit a letter of disagreement or to file a grievance, as the case may be.
- *5.2.1.11 At any time prior to an application being considered by the Joint Committee a member can withdraw such application and no further action shall be taken on It. It is understood that unless other arrangements are agreed to by the dean and the member or by the parties to the collective agreement, all documents relating to the application shall remain in the member's file.

5.2.2 DTFC, chair, FTFC, and dean

- *5.2.2.1 Before submitting an application or case to the FTFC for a recommendation, the dean shall solicit a recommendation from the DTFC (where one exists) and the department chair.
- *5.2.2.2 The DTFC makes its recommendation with reasons, to the dean or the FTFC and the FTFC makes its recommendation with reasons to the dean, the Joint Committee or to any other appropriate authority, as the case may be. Following the circulation of a positive recommendation by the FTFC in a case to be decided upon by either the dean or the Joint Committee, the dean or the Joint Committee may not overrule the recommendation by the FTFC. Where this agreement imposes deadlines that cannot be met, the dean or the Joint Committee shall afford the member the opportunity to comment on the positive recommendation.
- *5.2.2.3 When the committee is considering a recommendation about a committee member, the member shall absent herself and may not participate in deliberations or the vote concerning her case.
- *5.2.2.4 A member, on request to the chair in the case

of the DTPC or the dean in the case of the FTPC, has the right to be heard by the committee if it is considering making a recommendation about the member.

***5.2.2.5** A member who requests to be heard by the FTPC before it considers her application or case must do so in writing no later than 10 working days following the receipt of the recommendation of the chair of her department and, if applicable, of the DTPC.

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

(a) while the FTPC shall have access to the confidential section of the member's file, evaluations contained therein shall only be available to the DTPC in the form of copies which do not in any way identify the author:

(b) the FTPC may consider any relevant letter or document that has come to light after the DTPC'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:

(c) the member shall have the right to request that the DTPC end the chair comment on letters or documents pursuant to 5.2.2.6 (b), and that the FTPC consider said comments;

(d) the FTPC may request, in writing, additional clarification from the DTPC concerning its recommendation;

(e) the member may, after the DTPC has considered her case, add to her file written comments or any item regarding the recommendations of the DTPC or the chair, or any other document she deems relevant and the FTPC 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.

***5.2.2.7** The DTPC, through the chair, and the FTPC, through the dean, may consult any person within the University of Ottawa or, in the case of the FTPC, outside the University, who can give useful advice, it being understood that the

method of soliciting such advice shall be in accordance with the provisions of this agreement.

"5.2.2.8 The recommendations or opinions of the chair and the DTFC shall include, when dealing with applications for tenure or promotion or the possible giving of basic progress or imposition of disciplinary measures for inadequate or deficient performance of workload duties, a reasoned assessment of the member's performance in the areas of teaching (within the parameters set out in 24.2.1.1), scholarly activities, and academic service. Notwithstanding that an assessment of teaching has been determined and communicated under 24.2.1.3(d) or 24.2.2.4(b), the chair and the DTFC shall make a recommendation on tenure, promotion, basic progress, or disciplinary measures, as the case may be.

*5.2.2.9 The recommendations or decisions of the FTFC and the dean shall be based solely on:

(a) its terms and considerations set out in 1.2 and 1.2.1, in particular those mentioned in 24.1 or 39.3.6.1 in cases of tenure, promotion or disciplinary measures of workload, respectively

(b) information related to the evaluation of the member's teaching, it being understood that this information is to be prepared and assessed in accordance with the provisions of article 24 of this agreement;

(c) where applicable, assessments of the member's scholarly works by outside evaluators, chosen in accordance with 23.3.2, as well as any remarks that the member herself, the DTFC or her chair may have made regarding these assessments.

*5.2.2.10 The recommendations of a TFC and their justification shall be clearly recorded in the minutes of the relevant meeting, particularly if they differ from the other recommendations or opinions in the file. The result of any vote -- including the number of abstentions, if any -- shall be recorded in the minutes. A member of the committee may also request that her minority opinion be recorded in the minutes. Moreover, the minutes shall be submitted to the committee members for approval.

- *5.2.2.11 Besides the recommendation of the DTFC, the department chair may make a separate recommendation to the dean or to the FTFC. The chair shall inform the member and DTFC members of her recommendation and, if it differs from the recommendation of the DTFC, of her reasons therefor.
- *5.2.2.12 The dean makes her own recommendation to the Joint Committee or to any other appropriate authority concerning any matter considered by the FTFC; she makes a decision on matters which come under her jurisdiction. She shall inform the FTFC, the member and the department chair of her recommendations or decisions; she shall give reasons for her recommendations or decisions when they differ from the FTFC recommendations. The dean shall ensure that a copy of any FTFC recommendation, with reasons, is sent to the department chair and, through the chair, to the DTFC where one exists.
- *5.2.2.13 When forwarding a recommendation of the FTFC to the Joint Committee, the dean shall attach to it:
- (a) the text of and the reasons for all recommendations;
 - (b) where applicable, copies of the assessments or opinions obtained from the consultations requested by the FTFC;
 - (c) any information provided by the member, including an up-to-date curriculum vitae;
 - (d) where applicable, the A-reports regarding teaching as well as a report prepared by the Teaching Evaluators in accordance with the provisions of article 24;
 - (e) any other relevant document, provided the member has been advised that said document was considered in the examination of her application or case.
- *5.2.2.14 Provisions of this section applicable to the Joint Committee apply, *mutatis mutandis*, to the Executive Committee of the Faculty of Graduate and Postdoctoral Studies.

5.2.3 Notification and correspondence

- "5.2.3.1 Unless otherwise provided for in this agreement, the internal mail service of the University of Ottawa shall be deemed adequate for the exchange of correspondence or the forwarding of notices or other documentation

where required by this agreement, and the effective date of receipt of same shall be 3 working days from the date of mailing unless there is evidence to the contrary.

***5.2.3.2** When a member is on sabbatical or other leave provided for in this agreement, notices or other documentation required pursuant to this agreement shall be forwarded to the last address filed by the member with her department chair, by means of ordinary mail if the address is in Canada or by registered mail if the address is outside of Canada.

***5.2.3.3** Notwithstanding 5.2.3.2 and 5.2.3.3 above, special care must be taken to ensure delivery to the member of all negative recommendations or decisions by a FTPC or a dean. Hand delivery is appropriate but where that is not practical, it can be replaced by registered mail to the last address filed by the member with her chair.

SECTION 5.3 MANAGEMENT RIGHTS

***5.3.1** The Association acknowledges that the employer has retained and shall possess and exercise all rights and functions, powers, privileges and authority that the employer possessed prior to the signing of the collective agreement with the Association excepting only those that are clearly and specifically relinquished or restricted in this agreement.

***5.3.2** Subject to this agreement, the Association acknowledges that it is the exclusive function of the employer to hire, appoint, promote, transfer and classify employees and it is the exclusive right of the employer to demote, suspend or otherwise discipline any employee for just and sufficient cause.

***5.3.3** The employer agrees that the management rights which are subject to this agreement shall not be altered or diminished by any provision of this agreement or any subsequent interpretation of this agreement.

***5.3.4** The employer further agrees that in exercising those management rights which are not subject to this agreement, it shall neither attempt to circumvent the provisions of this agreement nor act in a manner inconsistent with the spirit and conditions of the agreement set forth

***5.3.5** No provision of this agreement shall be affected by any action taken at the terms and conditions of the agreement shall not be affected by any action

which would modify or be inconsistent with the terms of this agreement.

SECTION 5.4 COLLEGIALITY AND CONSULTATION

***5.4.1** The parties recognize that the Association is a fundamental element of the life of the University. The parties recognize the right and ability of members to participate fully each in accordance with their respective responsibilities in the functioning of the University of Ottawa and take part in the work of appropriate committees, councils and bodies.

5.4.2 Grievance process

5.4.2.1 The employer agrees to undertake, except where circumstances do not permit it, appropriate prior consultations with any group of members with respect to working conditions which will be changed unilaterally by its decisions.

5.4.2.2 Advisory committees for services such as the bookstore, catering, health services, parking, and the University Centre shall be maintained, it being understood that:

- (a) the Association has the right to appoint a certain number of its members to each of these advisory committees;
- (b) the number and proportion of members that the Association has the right to appoint shall not be inferior to those set out in the constitution of that committee at the time this agreement came into effect;
- (c) these committees shall be consulted on all matters that affect significantly the management and costs of the service concerned;
- (d) when such a committee makes a recommendation, the employer shall advise the committee -- before putting into effect any decision whatsoever regarding the recommendation -- of the fate of the recommendation and of the reasons for that decision.

***5.4.3** Selection of administrators The Board agrees to provide to the Association, before the selection of any senior academic administrator,

a description of the consultative process that will be followed. The role of members in the selection of deans shall not be altered without the consent of the Association.

***5.4.4 Library funding** The parties agree that, not less frequently than once a year, the Rector and the Vice-Rector (Academic) of the University, together with the Chief Librarian, or their delegates, and the President of the Association, or her delegate, and a member of the bargaining unit designated by APUO shall meet to discuss library resources. Such a meeting shall normally take place prior to budgetary considerations that may impact on resources.

SECTION 5.5 OTHER ADMINISTRATIVE PROVISIONS

***5.5.1** Commencement of classes -- winter term January starting dates will be the first Wednesday or Monday after the second day of January *except* when the first Monday falls on 3 January. In which case the starting date is the first Wednesday.

It is understood that classes may start earlier in the Faculty of Medicine.

5.5.2 Department assembly

***5.5.2.1** For any department, the *department* assembly shall be defined as in article 195 of the document entitled *University Government*, as amended from time to time by the Senate after consulting the department assembly or assemblies concerned.

***5.5.2.2** Until amended, the term "full-time professors" as used in said article 195 shall mean regular professors, replacement professors, research fellows, and professors with cross-appointments where the statement of cross-appointment indicates clearly that the professor in question has full voting rights in the departmental assembly, but shall exclude visiting professors and adjunct professors.

5.5.3 Joint Committee

***5.5.3.1** Functions performed by the Joint Committee pursuant to the express provisions of this agreement shall continue to be performed by the Joint Committee unless otherwise agreed to by the parties.

- *5.5.3.2 It is understood that the tripartite nature of the Joint Committee shall not be altered by the employer without prior consultation with the Association.
- *5.5.4 Deemed members of the teaching staff
With respect to elections of members of the Board of Governors, in regard to eligibility and voting, librarian and counsellor members shall be deemed to be members of the teaching staff.
- *5.5.5 Amendments to the University of Ottawa Act
The parties agree that any future proposals by the University of Ottawa to amend the University of Ottawa Act, 1965, shall be presented to the Legislative Assembly of the Province of Ontario after consultation with the Association.

**SECTION 5.6 SPEC CONSIDERATIONS
 HARDING MEMBER NOT IN DEPARTMENTS**

***5.6.1 Schools**

With respect to any school, duly constituted by the Senate and the Board, any reference in this agreement to a "department", "DTPC", or "chair", shall be read, with the necessary modifications, as a reference to a "school", "TPC of the school", or "director of the school" respectively.

5.6.2 Faculty of Law

*5.6.2.1 With respect to the Faculty of Law, any reference in this agreement to a "department", "department assembly", "DTPC", or "chair", shall be read, with the necessary modifications and subject to 5.6.2.2, as a reference to a "section", "council of the section", "FTPC of the section", or "dean of the section" respectively. Subject to 5.6.2.2 and any necessary modifications, the functions assigned in this agreement to the DTPC or chair shall be assumed by the FTPC or dean, respectively.

*5.6.2.2 Where this agreement calls for a recommendation by the DTPC and by the FTPC, the part of the agreement referring to the DTPC is not applicable with respect to the Faculty of Law. In Article 24, and wherever this agreement calls for a recommendation or decision by the chair prior to a recommendation or decision by the dean, the part of the agreement referring to the chair is not applicable with respect to the Faculty of Law.

- 5.6.3 School of Management, Faculty of Education**
- *5.6.3.1** With respect to the School of Management and the Faculty of Education, any reference in this agreement to a "department", "department assembly", "DTPC", or "chair", shall be read, with the necessary modifications and subject to 5.6.3.2 and 5.6.3.3, as a reference to the "faculty", "faculty council", "FTPC", or "dean" respectively. Subject to 5.6.3.2 and 5.6.3.3 and any necessary modifications, the functions assigned in this agreement to the DTPC or chair shall be assumed by the FTPC or dean, respectively.
- *5.6.3.2** Where this agreement calls for a recommendation by the DTPC and by the FTPC, the part of the agreement referring to the DTPC is not applicable with respect to the School of Management or the Faculty of Education. Where this agreement calls for an assessment, recommendation, or the like by the chair prior to a recommendation or decision by the dean, the part of the agreement referring to the chair is not applicable with respect to the School of Management or the Faculty of Education.
- *5.6.3.3** Notwithstanding 5.6.3.2, the following provisions apply in the School of Management and the Faculty of Education.
- (a) With respect to 22.2.4.1, the faculty council shall determine the consultations that must be undertaken prior to the dean's determination of a member's teaching assignment.
 - (b) With respect to article 17, the faculty council shall determine the consultations that must be undertaken in lieu of consulting the department or the DTPC.
- *5.6.4 Other members not affiliated with departments**
- The provisions of 5.6.3.1 and 5.6.3.2 apply, *mutatis mutandis*, to the processing of recommendations and decisions concerning faculty members who do not have an appointment in a specific department. Faculty members whose primary appointment is not to a department, school, or faculty, but to an academic unit such as the Institute for Women's Studies, shall be consulted with respect to 22.2.4.1 and article 17 as if the unit were a department.

SECTION 5.7 JOINT CONSULTATIVE AND
COMMUNICATION COMMITTEE

*5.7.1 The parties agree to establish a committee that will meet on a regular basis to exchange information, to discuss issues of mutual interest, and to draw to each other's attention situations that might give rise to conflicts between the parties, as well as to propose initiatives that can ensure an ongoing healthy relationship between the parties.

*5.7.1.1 The Committee will be made up of three representatives appointed by each party:

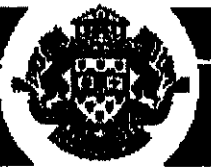
- (a) 2 members of the Administrative Committee of the University, appointed by the administration;
- (b) 2 members of the Executive Committee of the APUC, appointed by the APUC;
- (c) 2 members at large, 1 each of whom will be appointed by the administration and the APUC.

*5.7.1.2 Additional participants will be invited on an ad hoc basis, as the need arises, by either the administration or the APUC.

*5.7.1.3 A representative of each party shall be designated as a joint chairperson and the two persons shall alternate in presiding over the meetings. The chair shall prepare minutes of the meeting.

*5.7.1.4 The committee will meet at a minimum in the months of September, November, February, and May, as well as any other times agreed to by the parties.

*5.7.1.5 Where the Committee reaches consensus on an issue and deems it useful to make recommendations to the parties, it may do so.



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ARTICLE 6

RIGHTS OF THE ASSOCIATION

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SECTION 6.1 SERVICES AND FACILITIES

- *6.1.1 The Association shall have access to the following services of the University of Ottawa, at standard rates for internal users: telephones, mail, audio-visual aids, reproduction and printing, computer services and general office services.
- *6.1.2 The employer shall provide the Association with suitable meeting rooms as required for legitimate Association business, free of charge, provided reasonable notice is given.
- *6.1.3 The Association shall be entitled to occupy suitably serviced and maintained office space, centrally located on the University of Ottawa premises, and shall reimburse the employer for the use of the office space at a rate determined annually by the employer in accordance with existing practices as at the date of this agreement.

SECTION 6.2 REPRESENTATIVES

Representatives of the Canadian Association of University Teachers (CAUT), the Ontario Confederation of University Faculty Associations (OCUFA), and any other

representatives or counsel for the Association shall have full access to the University of Ottawa premises to consult with members or Association officers, address Association meetings, and to participate in discussions and negotiations with the employer or in grievance settlement proceedings. Such representatives or counsel may deal directly with the employer when duly designated by the Association's president or liaison officer, or by a member, as that person's delegate.

SECTION 6.3 ASSOCIATION ACTIVITIES

***6.3.1** Every member shall have the right to participate in any activities of the Association, and the employer shall not interfere with the member's attending Association meetings or attending to Association business, provided such participation or attendance does not interfere with the member's performance of workload duties. Without limiting the generality of the foregoing, a librarian member shall, upon reasonable notice to the chief librarian or her delegate, be given leave to attend meetings of the APUO Board of Directors, APUO committees, University committees as an APUO nominee or representative, a negotiating team, and the APUO membership.

6.3.2 The employer recognizes that the work accomplished by a member of the bargaining unit for the Association, including work carried out within the governing bodies and committees of the Association, forms part of the workload of this member. Any such work is considered as an academic service activity.

***6.3.3** The employer agrees that the services provided to the Association by a member who is the president or the liaison officer of the Association amount to approximately half of normal workload. The employer therefore agrees that during a period in which the member is the president or the liaison officer of the Association, her dean shall allow a reduction in her workload, with no reduction in the time of half her usual load in teaching and other activities. The member may also devote her academic service activities entirely to such activities.

***6.3.4** For each regular term, the Association shall have the right to appoint as many as 5 willing members to other specific tasks for the Association. The following provisions will apply in such a case.

- (a) The Association shall forward to the employer's liaison officer written notice of the appointees no later than 2 calendar months prior to the commencement of the term in which the members are to act in this capacity.
- (b) During the term in which a member acts in this capacity, AFUC may request:
 - (i) a reduction in the member's teaching load equivalent to 1 regular one-term course, with no reduction in remuneration, or
 - (ii) remission of an equivalent amount of the member's academic service activities other than services provided to the Association.

This request may be refused by the dean for good and sufficient academic or administrative reasons. It being understood that replacement costs shall not be considered in themselves as sufficient administrative reasons.

The provisions of this subsection apply, *mutatis mutandis*, where the member in question is a librarian, language teacher or counsellor. For the purposes of this subsection, where the member in question is a librarian or a counsellor, 1 regular one-term course shall be deemed equivalent to 25% of the member's workload during 1 term.

SECTION 6.4 DUES

***6.4.1 Membership in the Association** Except as provided for in (a) or (b) below, every member of the bargaining unit shall be a member of the Association.

- (a) Any member of the bargaining unit who objects to membership in the Association, in its role as a trade union, on conscientious or religious grounds may withdraw from the Association after having filed a written notice of such objection. The notice of objection shall be forwarded to the liaison officers and shall state clearly and explicitly the grounds for the objection.
- (b) Any member who has, on conscientious or religious grounds, withdrawn from membership in the Association prior to 30 April 1984 shall be deemed to have

withdrawn pursuant to (a) and deductions from such members' salaries shall be dealt with in accordance with 6.4.4.2.

*6.4.2 The Association shall deduct from the salary of each member of the bargaining unit, such amount as may be necessary for union purposes as determined and payable by the Association. In the event the employer by the Association

*6.4.3 The Association shall forward written notice to the employer of any change in the amount of regular dues or other assessments, such notice to be given at least 30 calendar days prior to the effective date of such change. The Association shall limit the changes to no more than 1 per calendar year.

6.4.4 Remittance of deducted amounts

*6.4.4.1 The employer shall, no later than 30 calendar days after the deductions are made, remit to the Association the amounts deducted pursuant to 6.4.2, save and except the amounts remitted to the APJO Student Awards Fund pursuant to 6.4.4.2. The remittance to the Association shall be accompanied by a notice prepared by the employer which states:

- (a) the names of all members of the bargaining unit and, for each member, the amount of deductions from that member's salary; and
- (b) the names of all members of the bargaining unit on whose behalf the deductions were remitted to the APJO Student Awards Fund pursuant to 6.4.4.2; and
- (c) the names of all persons who have ceased to be members of the bargaining unit within the past 30 days.

*6.4.4.2 In the case of a member of the bargaining unit who had, on conscientious or religious grounds, withdrawn from membership in the Association prior to 30 April 1984, the employer shall remit the amounts deducted from such a member's salary pursuant to 6.4.2 to the APJO Student Awards Fund, within 30 calendar days after the deductions are made.

*6.4.4.3 In the event that the Association receives amounts pursuant to this section on account of an employee who is not a member of the bargaining unit, or on account of a member of the bargaining unit but in excess of the dues properly payable, the Association shall reimburse or credit the employee for the amount so received. The Association shall

indemnify and save harmless the employer with respect to any action arising out of the wrongful deduction of money for Association dues or for remittance to the APUO Student Awards Fund resulting from the Association's instructions.

***SECTION 6.5 INFORMATION**

The employer's liaison officer shall provide to the Association by 31 January in cases of tenure and contract renewal the following information for decisions taken on or before the previous 15 December: the name of the member concerned, the type of dossier, the department or faculty, whether the resulting recommendations were positive or negative, at each stage, and whether the decision was positive, negative, or deferred where applicable. Similar information will be provided by 15 June in cases of promotion (and tenure cases where applicable) for decisions taken on or before the previous 30 April. The reports shall also include information on the status of any file where the process remains incomplete.

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ARTICLE 7

EMPLOYMENT OF NONMEMBERS

7.1 Conditions
7.2 Limits
7.3 Information

*SECTION 7.1 CONDITIONS

Persons who are not members of the bargaining unit covered by this agreement, hereinafter called nonmembers, may be assigned work of the type normally included in the workload of members of the bargaining unit only under the following conditions.

- (a) A full-time student enrolled at the University of Ottawa may be assigned to teach a course, provided she is a graduate student or is in the last year of a four-year undergraduate program and provided further that, except during the spring/summer term, she shall not normally teach more than the equivalent of 1 regular one-term course per term.
- (b) A person employed at the University of Ottawa, whose principal tasks are not of the type normally included in the workload of members of the bargaining unit, may be assigned teaching tasks, provided that, in any one term, she shall not be given a teaching assignment equivalent to more than 1 regular one-term course as part of her normal

nt workload. The foregoing shall not be construed as referring to persons temporarily excluded from the bargaining unit but who continue to hold a professorial rank.

à (c) Any courses which are not staffed by members of the bargaining unit as part of their assigned teaching load may be assigned to sessional lecturers, visiting professors or professors seconded from other institutions. In any 2 consecutive terms, a sessional lecturer shall not be given a teaching assignment equivalent to more than 5 regular one-term courses.

*SECTION 7.2 LIMITS

a The employer agrees not to increase, above its 1983-1984 level, the proportion of the budgeted remuneration of academic staff and language teachers allocated, at the start of a fiscal year, for the appointment of nonmembers. Furthermore, the employer will do everything within its power to ensure that, by the end of the fiscal year, the proportion of the teaching staff salary budget actually expended for the remuneration of nonmembers is, for all faculties, no greater than it was in 1983-1984. In calculating the above-mentioned proportions, with regard to the allocated or expended portions of the budget, the following are not taken into consideration:

(a) the remuneration of students employed as teaching assistants or demonstrators;

(b) the remuneration of persons who are excluded from the bargaining unit but who hold a professorial rank;

(c) the appointment of clinical teaching professors of the Faculty of Medicine who are excluded from the bargaining unit;

(d) sessional teachers used to teach courses normally taught by a member who is on leave, or whose teaching assignment is reduced in accordance with 6.3.3 or 6.3.4.

u The above-mentioned proportion is established by calculating the proportion represented by the budget -- allocated or expended, as the case may be -- for the appointment of visiting or seconded professors, students assigned teaching

n duties, and sessional lecturers, in relation to the sum of the budget allocated or expended for the appointment of faculty members of the bargaining unit and the amount allocated or expended for the above-mentioned nonmembers.

SECTION 7.3 INFORMATION

*7.3.1 The employer's liaison officer advises the Association:

- a
- (a) In May of each year, of the budgets, as of 1 May of the current year, which have been allocated in each faculty for the appointment of teaching staff with professorial ranks and language teachers who are members of the bargaining unit, visiting or seconded professors, sessional lecturers, and students assigned teaching duties;
- i
- s
- (b) as soon as possible following the end of the fiscal year, of the salaries paid in each faculty during the fiscal year for the four employee categories described above.

*7.3.2 Where the Association has reason to believe that a particular situation has developed which contradicts the provisions of this article, a request for information may be submitted and shall not be unreasonably refused.

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ARTICLE 8

ABSENCE OF DISCRIMINATION

[8.1 Absence of discrimination](#)
[8.2 Further provisions](#)

SECTION 8.1 ABSENCE OF DISCRIMINATION

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, sabbatical 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, marital status, family ties, place of residence, a handicap, a criminal record or a record of offenses, her membership in the Association or participation in its activities, or her withdrawal from the Association. Moreover, all members of the bargaining unit may resort to any other antidiscriminatory provision of any applicable federal or provincial law.

SECTION 8.2 FURTHER PROVISIONS

- *8.2.1** Where a member is required to have or to attain a specified level of competence in French or English in accordance with article 11, such requirement shall be deemed nondiscriminatory.
- *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.
- *8.2.3** Where a criminal record or a record of offenses is demonstrably detrimental to a member's suitability for her position, any appropriate measures taken by the employer which affect the member's working conditions and terms of employment shall be deemed nondiscriminatory.
- *8.2.4** The application of this agreement's provisions regarding retirement and a member's residence shall be deemed nondiscriminatory.
- *8.2.5** For the purposes of this article, reference to "handicap" shall mean a reference to "physical or mental handicap, illness or incapacity, including addictive illness or alcoholism".
- *8.2.6** Any differentiation in relation to hiring or in terms or conditions of employment in order to comply with any equity measures mandated by law or agreed upon by the parties shall be deemed to be nondiscriminatory.

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*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. 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. However, academic freedom does not confer legal immunity, nor does it diminish the obligation of members to meet their duties and responsibilities.

- (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.

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ARTICLE 10

PROFESSIONAL ETHICS

[10.1 General](#)

[10.2 Conflict of interest](#)

[10.3 Fairness and ethical behavior](#)

[10.4 Indication of affiliation](#)

SECTION 10.1 GENERAL

- *10.1.1** For the purposes of this article, a *representative of the employer* is anyone employed at the University of Ottawa who is excluded from the bargaining unit by virtue of 3.1.3.1 (a) or (b).
- *10.1.2** It is understood that the provisions of this article apply only to the conduct of the *representatives* of the employer and members of the bargaining unit. The employer, however, *acknowledges* that, *where possible* and *appropriate*, similar standards shall be applied in regulating the actions of its other employees as well as *as* *sessional* lecturers.
- *10.1.3** For the purposes of this article, *close relative* means any parent, spouse, son, daughter, brother, or *sister* and any person who has the *same* home as the member of the bargaining unit or *representative* of the employer, as the case may be.
- *10.1.4** Any disclosure made pursuant to this article shall be to the member's dean or, for a *representative* of the employer, to the immediate superior.

'SECTION 10.2 CONFLICT OF INTEREST

Members of the bargaining unit and representatives of the employer shall avoid actions on any matter in which they have a conflict of interest; such actions include, but are not limited to, participation in a decision-making process by discussion or vote. In particular, and without limiting the generality of the foregoing, unless specifically authorized after full disclosure of the conflict, members and representatives of the employer:

- (a) shall not knowingly authorize the purchase, with funds administered by the University of Ottawa, of equipment, supplies, services, or real property from a source in which they or one or more of their close relatives have a substantial financial interest;
- (b) shall not participate in the management or have a substantial interest in the ownership of any enterprise, other than the Association, which has entered, or proposes to enter, into a contractual or commercial relationship with the University of Ottawa;
- (c) shall not participate in the management or have a substantial interest in the ownership of any enterprise, other than the University of Ottawa, from or through which one or more other University of Ottawa employees receive or may receive remuneration for consultative or other services;
- (d) shall not participate in or attempt to influence any proceedings concerning the appointment of a close relative by the University of Ottawa, or concerning benefits for, or terms or conditions of, employment for such relative;
- (e) shall not engage a close relative in any capacity for which remuneration comes from funds administered by the University of Ottawa.

SECTION 10.3 FAIRNESS AND ETHICAL BEHAVIOR

- '10.3.1 In their actions affecting students, colleagues, or other scholars, as well as any employees of the employer, members of the bargaining unit and representatives of the employer shall observe commonly accepted norms of fairness and ethical behavior.

***10.3.2** **Relations with colleagues** Without limiting the generality of 10.3.1, members and representatives of the employer:

- (a) have the obligation to disclose any conflict of interest or other circumstances known to them which may reasonably introduce or appear to introduce bias into any academic or administrative judgment which they are called upon to render;
- (b) shall not allow personal or business relationships to interfere with any decisional or evaluation process involving colleagues;
- (c) shall maintain as confidential any information about colleagues obtained through the exercise of administrative duties or participation in a teaching personnel or other peer committee, or otherwise obtained on a confidential basis, it being understood that such information may be used or disclosed where such use or disclosure is required by the terms of this agreement;
- (d) shall, where appropriate, give due recognition to any reliance on the work or assistance of colleagues or other personnel;
- (e) shall not inhibit the free exchange and dissemination of information, nor discriminate in any way on the basis of performance of workload duties;
- (f) shall, where appropriate, obtain prior permission for the use of work of, or for the use of the services of, other employees;
- (g) shall avoid all forms of discrimination.

***10.3.3** **Relations with students** Without limiting the generality of 10.3.1, members and representatives of the employer:

- (a) shall, with respect to students, avoid all forms of discrimination;

- (b) have the obligation to disclose any conflict of interest or other circumstances known to them which may reasonably introduce or appear to introduce a bias into their academic judgment or administrative decisions;
- (c) shall not accept additional remuneration for services such as tutoring rendered to students served by the University of Ottawa;
- (d) shall refrain from improperly divulging confidential personal information about students;
- (e) shall give proper recognition to any reliance on the ideas, work, or assistance of students and shall, where appropriate, obtain prior permission for the use of work done or results obtained by students.

***10. Relations with other employees** Members of the bargaining unit and representatives of the employer recognize the contribution made by the University of Ottawa and other employees of the employer and their obligation to treat these other employees in the same manner as colleagues and shall not discriminate against them in any way *mutandis, refer to In 10*.

***SECTION 10.4 INDICATION OF AFFILIATION**

Members of the bargaining unit and representatives of the employer may, and in their scholarly publications shall, indicate their affiliation with the University of Ottawa. Where it can reasonably be perceived that they are speaking, writing, or acting in the name or on behalf of the University of Ottawa, and they are not properly and specifically authorized to do so, they shall indicate clearly that they are not speaking, writing, or acting, as the case may be, in the name or on behalf of the University of Ottawa.



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ARTICLE 11

LANGUAGE REQUIREMENTS

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SECTION 11.1 REQUIREMENTS

- *11.1.1** At the time of initial regular appointment at the University of Ottawa, a member shall be expected to have active knowledge of either English or French and may, in addition, be required to have a stated level of competence (active or passive) in the other official language. As a condition for contract renewal or for the granting of tenure, a member may be required to have a stated level of competence (active or passive) in the other official language.
- *11.1.2** For the purposes of this agreement, active knowledge of a language means a level of competence which is adequate for the purposes of teaching, and passive knowledge means the ability to grasp the essential content of oral or written communications addressed to the member in the course of employment at the University of Ottawa.
- *11.1.3** For each initial regular appointment, the employer shall determine whether or not to require knowledge of the second language and, if so, whether that knowledge must be active or passive, and whether the requirement is for contract renewal or for tenure.

- *11.1.4 A member with a replacement appointment may be required to have a stated level of second language competence.

SECTION 11.2 PROCEDURES

- *11.2.1 The language requirements in the other official language that the member must meet for contract renewal or for tenure shall be stated in the letter of initial regular appointment.

- *11.2.2 The decision regarding language requirements that a member must meet, upon appointment or for contract renewal or for tenure, is made by the employer after giving proper consideration to the recommendations of the chair, the DTPC, the FTPC and the dean.

- *11.2.3 When a member's proficiency in English or French must be assessed in the context of a request for contract renewal or tenure, the chair and the DTPC shall submit their evaluations to the dean and the FTPC. Where the required proficiency level is active knowledge of a language, the DTPC and chair shall address themselves explicitly to the question: Is the member's competence in this language adequate for purposes of teaching? Where the required proficiency level is passive knowledge of a language, the DTPC and chair shall address themselves explicitly to the question: Is the member's proficiency sufficient to grasp the essential content of oral and written communications addressed to the member in the course of employment at the University of Ottawa?

- *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 Second Language Institute.



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ARTICLE 12

MEMBER'S FILES

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[12.2 Personal section of the file](#)

[12.3 Confidential section of the file](#)

[12.4 Open section of the file](#)

SECTION 12.1 GENERAL PROVISIONS

- 12.1.1** A member's file consists of 3 sections: personal, confidential and open. The first is kept at Human Resources Service; the other two are kept in the dean's office. Copies of documents from the open section of the file may be kept in the department. Documents kept in any other location or in any other manner shall not be considered part of a member's file pursuant to this agreement and, until placed in said file, shall not be used for assessment or evaluation of a member or to a member's detriment.
- 12.1.2** **Anonymous documentation** No anonymous documentation shall be kept in a member's file. "Anonymous documentation" means unsigned letters, documents and petitions. Collective teacher evaluations and minutes of meetings are not considered to be anonymous.
- 12.1.3** Status of files before 1981 Documents

obtained under protection of confidentiality before 1 May 1981, remain confidential. However, when any material that was in the confidential section of the file before 1 May 1981 is considered in a personnel decision in accordance with this agreement, the member shall receive copies of all such material in accordance with the provisions of subsection 12.3.2 and the member may deposit written comments regarding such material.

SECTION 12.2 PERSONAL SECTION OF THE FILE

12.2.1 The personal section of a member's file, which is kept at Human Resources Service, contains documents pertaining to fringe benefits, salary deductions, and the member's disability status (if any).

12.2.2 The dean shall not have access to documents pertaining to salary deductions unless the member so consents. The dean shall have access to material on the member's disability status (if any) without the member's consent only if this information is necessary for assessing the member's capacity to carry out her workload.

SECTION 12.3 CONFIDENTIAL SECTION OF THE FILE

12.3.1 The confidential section of the file consists of commendations and recommendations by the employer or the FTPC and a copy by persons who are not full-time staff at the University of Ottawa, Ltd. requesting such evaluations and recommendations, and reports submitted by Teaching Evaluators in accordance with article 24. Signed complaints against a member by a student or a group of students shall also be placed in the confidential section of the file (except where a copy is requested by the member and the member requests that it be placed in the open section of the file).

12.3.2 When placing material in the confidential section of the file, the dean or his delegate shall forward to the member a copy of that material, deleting only passages which could identify the author of the complaint or evaluation, as the case may be. Members may deposit, in the open and confidential sections of their file, a written response to any material so added to the file.

12.3.3 An inventory of documents contained in the

confidential section of the file, stating the date and subject of each document, shall be included in the open section of the file.

***12.3.4** Apart from the employer and its representatives, only the FTPC and the Joint Committee shall have access to the confidential section of the file of the member regarding whom they must make a decision or a recommendation.

***12.3.5** A member may request, by writing to her dean, that certain documents in the member's file be subject to confidentiality safeguards (relative to disclosure to the member) beyond those provided for in this agreement. Notwithstanding 12.3.2, where such a request has been forwarded to the dean, the dean shall not forward to the member a copy of any such document, with or without the deletions prescribed by 12.3.2. Once the member has formally requested in writing that such documents remain confidential, she is not thereafter entitled to request copies.

SECTION 12.4 OPEN SECTION OF THE FILE

12.4.1 The open section of the file contains all other material relevant to a member's career, including curriculum vitae (except letters of recommendation, correspondence, salary history, and the list of material in the confidential file. Any of the material in the open section shall be removed by a dean or the member, or by the member or by third parties, provided that the member's consent is obtained. The member shall be notified in writing when she makes such requests.

***12.4.2** Upon reasonable notice, a member or her delegate may consult the open section of her file at the office of the dean during business hours and may obtain at her own expense copies of any documents therein. Access to a member's file, by the member or her delegate, shall be in the presence of the dean or her delegate. Under no circumstances can the file itself nor any part of the file be removed from the dean's office by the member or her delegate.

12.4.3 Apart from the employer and its representatives, and the member or her delegate, only the department chair, the DTPC, the FTPC, and the Joint Committee shall have access to the open section of a member's file when they must make a decision or a recommendation concerning the member. Notwithstanding the foregoing:

- (a) Information regarding salary is not given to the DTPC or the FTPC;
- (b) a TPC may ask the dean to provide it with any relevant document from the copy of the file if possible and the dean shall not refuse without good reasons;
- (c) when a pre-grievance or Step 1 meeting is convened pursuant to a notice of grievance or a letter of disagreement, and where the Association's liaison officer so requests, the dean shall forward to her a copy of the relevant documentation contained in the open section of the file.

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ARTICLE 13

GRIEVANCES AND ARBITRATION

- 13.1 Definitions
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- 13.3 Pre-grievance -- Unfavorable recommendation
- 13.4 Step 1 -- Filing a grievance
- 13.5 Step 2 -- Formal Grievance Committee (FGC)
- 13.6 Step 3 -- Arbitration
- 13.7 Private grievances

*SECTION 13.1 DEFINITIONS

GRIEVANCE: a difference between the parties to this agreement, or between a member or members and the employer, arising out of the Interpretation, application, administration or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable.

GRIEVOR: the member, members, Association or employer initiating a grievance.

PARTIES: for the purposes of this article, the parties to the grievance, being the Association and the employer, except in the case of a private grievance where they are the aggrieved member or members and the employer.

PRIVATE GRIEVANCE: a grievance which is initiated by a member or members is a private grievance prior to and throughout the Step 1 meeting, and remains so thereafter unless and until assumed by the Association. A private grievance may be pursued beyond Step 1 only where the subject matter involves an employer decision with respect to tenure, promotion or discipline.

SECTION 13.2 GENERAL

*13.2.1 Any grievance initiated by a member or

members against the employer may be assumed by the Association, at which point the Association replaces the member(s) as a party.

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

***13.2.3** The time limits for filing of letters of disagreement under 13.3.1 and for the initiation of grievances under 13.4.1 for the types listed in 13.4.6 are mandatory, provided that the letter from the dean or the employer to the member, giving notice of the recommendation or decision in question, contains an explicit mention of the time limit for filing a letter of disagreement or grievance, as the case may be, and a reference to 13.3.1 or 13.4.1 respectively. All other time limits are directory, and moreover they may be altered or extended by agreement of the parties to this agreement.

***13.2.4** If a memorandum under either 13.3.6 or 13.4.5 is not executed within the time limits prescribed in this article, the grievor may submit the matter to the next step as if a negative reply or denial had been received.

***13.2.5** Where no action is taken to submit the matter to the next step, or where the grievor, without good reason, fails to attend a pre-grievance or Step 1 meeting, the disagreement or grievance shall be deemed to have been withdrawn or settled, as the case may be.

***13.2.6** Unless the parties expressly agree otherwise, all exchanges of information and offers of settlement at a pre-grievance or Step 1 meeting shall be kept confidential by the participants and shall be deemed to have been made without prejudice.

***13.2.7** Upon written request from the member, the Association will forward to the grievor, not later than 15 days following the date of the grievance or Step 1 meeting, a list of all documents related to the grievance which were submitted to the FTPC, the Association, or dean.

Upon request, the Association shall without charge provide to the grievor or the Association's liaison officer a copy of any letter of disagreement, grievance, or notice of grievance filed with the Association.

a private grievance, any request for referral to the Grievance Committee, to the FGC or the Arbitration Board, and the filing of any petition of the FGC or a request for arbitration.

*13.2.9 It is understood and agreed that any settlement at a pre-grievance meeting, or any settlement, abandonment or award with respect to a private grievance shall not constitute a precedent to be used against the Association or the employer in any subsequent grievance or arbitration.

"13.2.10 Where a grievance is filed against an employer decision, the employer decision shall stand and remain effective until and unless the employer reverses its decision, or (to the extent of such an order) an arbitration board has issued an interim order with respect to the grievance, or there has been a final and binding determination by an arbitration board upholding the grievance, or there has been settlement.

*13.2.11 The parties shall make every reasonable effort to resolve matters of a purely procedural nature prior to a hearing by an FGC or board of arbitration.

SECTION 13.3 PRE-GRIEVANCE - UNFAVORABLE RECOMMENDATION

*13.3.1 Where a recommendation pursuant to this agreement to the Joint Committee or Board is unfavorable to the member, or is based on a tied vote, the member may forward a letter of disagreement to the employer's liaison officer within 10 working days of the member receiving, or being deemed pursuant to 5.2.1 to have received, notice of the recommendation. It is understood that if the member does not file such a letter of disagreement, no further actions may be taken by the member to dispute the recommendation and the member or the Association shall not be entitled to file a grievance with respect to a decision made in pursuance to such recommendation, unless the notice of the recommendation fails to contain an explicit mention of the time limit for filing a letter of disagreement and a reference to 13.3.1, in which case time limits for filing a letter of disagreement shall be extended until 10 working days after the member becomes aware or reasonably should have been aware of the above provisions concerning a letter of disagreement, it being understood that the mere existence of this collective agreement shall not in and of itself be taken as evidence that the member should have been aware of this subsection.

- "13.3.2** Where there is a recommendation regarding membership in the Faculty of Graduate and Postdoctoral Studies, the provisions of this section shall apply *mutatis mutandis*. It being understood that any reference to the "Joint Committee or Board" is to be read as a reference to the "Executive Committee of the Faculty of Graduate and Postdoctoral Studies", and "dean" shall mean the member's dean.
- *13.3.3** Within 20 working days of forwarding a letter of disagreement, the member may forward a brief to the employer's liaison officer, outlining the reasons for the disagreement and any evidence which the member considers relevant.
- *13.3.4** Where a member files a letter of disagreement, any time limit set for the taking of a decision provided for in other articles of this agreement or in relation to the processing or progress of the matter concerned shall be extended by 50 working days.
- *13.3.5** Within 10 working days of receipt of the brief, the employer's liaison officer shall arrange a meeting to be attended by the liaison officers or their delegates, the concerned member, and the dean. The provisions of 13.4.3 apply to such a meeting, *mutatis mutandis*.
- *13.3.6** Pre-grievance memorandum Within 5 working days of the conclusion of the above 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.
- *13.3.7** Where the matters at issue are not resolved by the above process, the member may, within 5 working days of receipt of the pre-grievance memorandum, forward to the employer's liaison officer a request that the letter of disagreement and brief be submitted to the Joint Committee or Board, as the case may be, along with any supplementary brief filed by the member containing any alterations or additions the member considers appropriate.
- *13.3.8** The employer's liaison officer shall, within 10 working days of receipt of the request under 13.3.7, forward to the Joint Committee or Board the following:
- (a) the letter of disagreement and, if any, the member's brief;

- (b) the ~~pre-grievance~~ memorandum, if any;
- (c) the member's supplementary brief, if any;
- (d) comments by the dean, if any, regarding the member's ~~brief~~ or supplementary ~~brief~~.

***13.3.9** A written statement of the decision of the Joint Committee or Board ~~and~~ its ~~reasons~~ therefor shall be ~~forwarded~~ to the member and the parties' liaison officers within 30 working days of receipt of the material submitted pursuant to 13.3.8.

***13.3.10** The provisions of this section apply, *mutatis mutandis*, to decisions by the Administrative Committee regarding a librarian member's application for continuing appointment, promotion, or leave, or a language teacher's application for professional leave.

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 15 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** Within 10 working days of receipt of the written notice of grievance, the employer's liaison officer shall convene a Step 1 meeting 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, or Administrative Committee, the Vice-Rector (Academic) or her delegate shall replace the dean;
- (b) 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;
- (c) In the case of a grievance initiated by the Association, the president of the Association or her delegate shall attend as the grievor.

***13.4.3** **Waiver of Step 1 meeting** The liaison

officers may consent 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 an 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 48 hours' notice of the time and place of the meeting.

***13.4.5** **Step 1 memorandum** Within 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** A grievance that proceeds beyond Step 1 with respect to promotion, tenure, or continuing appointments, sabbatical or professional leaves (In the case of librarian or language teacher members), suspension, dismissal, the withholding of all of the progress through the ranks, the issuance of a written reprimand or formal warning, or the non-renewal of a limited term regular appointment shall bypass Step 2 and proceed directly to Step 3 as set out in 13.6. In all other cases, the grievance shall proceed to Step 2.

SECTION 13.5 STEP 2 -- FORMAL GRIEVANCE COMMITTEE (FGC)

***13.5.1** Where a grievance, other than a grievance which bypasses Step 2 pursuant to 13.4.6, is not resolved at Step 1, the grievor may submit the grievance to the FGC (as constituted under appendix E) by forwarding to the employer's liaison officer a request to that effect within 10 working days of receipt of the Step 1 memorandum.

***13.5.2** Where a grievance can proceed to the FGC as either a private or an Association grievance, the Association's liaison officer shall, at least 5 working days prior to the FGC hearing, advise the employer's liaison officer whether the grievance is proceeding as an Association grievance or a private grievance.

***13.5.3** **Time limits for FGC hearing** The FGC shall convene a hearing of the grievance within 20 working days of receipt, by the employer's liaison officer, of the grievor's request for

submission of the grievance to the FGC.

- *13.5.4** Each member of the FGC shall have a single vote, with any member having the right to abstain. An FGC decision is a determination of a grievance by the FGC supported by at least 2 of its members.
- *13.5.5** The chair of the FGC shall ensure that the written decision of the FGC, or notification of a failure to arrive at a decision, is forwarded to the liaison officers and the grievor within 10 working days after the termination of the hearing of the grievance.
- *13.5.6** The FGC shall have the powers and duties which are stated in 13.6.7 for a board of arbitration, it being understood however that, notwithstanding a decision by the FGC, the grievance may be referred to arbitration pursuant to 13.8. If neither party refers the matter to arbitration, the grievance shall be deemed settled pursuant to the terms of the FGC decision or abandoned. In the event that the FGC fails to arrive at a decision, but in that case, any such FGC decision shall be final and binding only with respect to the specific grievance and shall not constitute a precedent to be used in any subsequent grievance or arbitration.
- *13.5.7** Where the grievance is referred to arbitration under 13.5.6, any such arbitration board shall consider the grievance by way of arbitration de novo, without reference to the proceedings or decision (if any) of the FGC.

SECTION 13.6 STEP 3 --ARBITRATION

- *13.6.1** Within 15 working days following receipt of the FGC decision or notice of failure to arrive at a decision, or the Step 1 memorandum in cases which bypass Step 2 pursuant to 13.4.6, either party may refer the grievance to arbitration, by a written notice to the other party stating briefly the nature of the grievance and the name of the grievor(s). In cases involving the giving of basic progress, leaves (including sabbatical 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.
- *13.6.2** Within 15 working days following the forwarding of the referral to arbitration, the grievor (or the Association, where the grievance has been assumed) shall forward a supplementary 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 13.6.1; and
- (c) identification of the grievor(s) and the classification of the grievance as an Association, private, or employer grievance and the parties to the grievance.

***13.6.3** Within 10 working days following receipt of the supplementary notice provided for in 13.6.2, the recipient shall forward a written reply, stating the recipient's nominee 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.

***13.6.4** Chair of board of arbitration Within 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 25 working days following receipt of the supplementary notice provided for in 13.6.2, 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 4 arbitrators, each party to the collective agreement proposing 2 taken from a list of 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.

***13.6.5** Exclusions from board 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, who has been involved with or has attempted to negotiate or settle the matter being processed before the board of arbitration shall be a member of the board of arbitration.

***13.6.6** In the case of a three-person board of arbitration, a decision by at least 2 members of the board of arbitration shall be final and binding on the parties. In the case of a one-person board of arbitration, a decision supported by the 2 member shall be final and binding on the parties.

13.6.7 Duties and powers of a board of arbitration

***13.6.7.1** A board of arbitration shall have the duty and power to adjudicate all differences between the parties. A 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.

***13.6.7.2** Subject to the provisions of the *Ontario Labour Relations Act*, a board of arbitration shall not have jurisdiction to amend, modify, or act inconsistently with this collective agreement. It being understood that 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.

***13.6.7.3** Notwithstanding 12.3.4, the identity of a confidential document's author may be revealed to the members of a board of arbitration or to the parties to the grievance when 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 arbitration board may use this information for its decision but must preserve its confidentiality in its award.

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

SECTION 13.7 PRIVATE GRIEVANCES

***13.7.1** In the event that a member pursues a private grievance to arbitration, the costs of the chair shall be shared equally between the member and the employer where the grievance is won by the member. In the event that the grievance is lost, all costs of the chair shall be completely assumed by the member, it being understood that the board of arbitration may make a different determination.

***13.7.2** A member who pursues a private grievance to arbitration shall be required to obtain and deliver to the chair a performance bond in an amount of \$5 000.00 to guarantee the arbitrators' fees.

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ARTICLE 14

FACULTY TEACHING PERSONNEL COMMITTEE

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SECTION 14.1 GENERAL PROVISIONS

- 14.1.1** **Composition** In every faculty, there shall be a Faculty Teaching Personnel Committee (FTPC) composed of 5 tenured faculty members.

- 14.1.2** **Structure of the FTPC**
 - 14.1.2.1** The dean is the chair of the FTPC; the dean does not vote, even in the case of a tie. The administrative exclusion may attend meetings as an observer.

 - 14.1.2.2** At its first meeting of the academic year, the committee shall elect, from among its elected members, a secretary who shall be responsible for the recording of minutes.

 - 14.1.2.3** Quorum for FTPC meetings shall consist of 3 elected members and the dean.

 - 14.1.2.4** Whenever a member of the FTPC so requests, the vote shall be by secret ballot.

14.1.3 Election of FTPC members

14.1.3.1 FTPC members are elected by secret mailed preferential ballot by all tenured members of the bargaining unit in the faculty. A nominating committee elected by the Faculty Council shall propose candidates for all vacant positions. After circulation of these names, sufficient time shall be allowed for other nominations to be made. Additional procedures may be followed if agreed to by the Faculty Council and approved by the Senate, it being understood that:

- (a) 3 regular faculty members from a faculty may propose a candidate;
- (b) the Faculty Council may impose special rules, approved by the Senate, to ensure that certain groups within the faculty have equitable representation.

14.1.3.2 All tenured members of a faculty who are members of the bargaining unit may be members of the FTPC, it being understood that:

- (e) the chair of the department, the secretary of a faculty or section, the associate dean, the assistant dean, and the vice-dean may not be committee members;
- (b) a professor may not be a committee member for more than 2 consecutive full terms;
- (c) members of a DTPC may not concurrently be members of the FTPC.

14.1.4 Term of office and vacancies

14.1.4.1 The term of office of elected FTPC members shall be 2 years, starting on 1 July following election. To ensure continuity, the terms shall be staggered.

14.1.4.2 Members of the FTPC who anticipate being absent for more than 1 month during the fall or winter term or who are absent for 3 consecutive FTPC meetings shall be removed from the committee; any vacancy thus created shall be filled by means of an election in accordance with 14.1.3.1

14.1.4.3 Faculty members who are, at the time of ratification of

this agreement and pursuant to the previous collective agreement between the parties, members of an FTPC, shall be deemed to be members of the FTPC for the purposes of this agreement

SECTION 14.2 MANDATE

14.2.1 The FTPC:

- (a) shall make recommendations on matters concerning members which are entrusted to it by this agreement, in particular tenure, promotion, sabbatical leave, basic progress, and certain disciplinary measures (39.3), or other matters when these matters are referred to it by the dean:
- (b) shall give advice on any other matter, regardless of whether it is or is not provided for in this agreement, regarding which the dean requests the committee's opinion.

The FTPC shall make recommendations and give advice in accordance with this agreement, with the aim of maintaining, within the faculty, appropriate standards for teaching and research, literary or artistic creation, or professional activities.

14.2.2 The following provisions apply in the case of a department which does not have a DTFC:

- (a) Subject to (b) and any other provision, if a vacant function assigned in the department by the DTFC shall be assumed by the FTPC.
- (b) Where this agreement calls for a recommendation by the DTFC and by the FTPC, the part of the agreement referring to the DTFC is not applicable.

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ARTICLE 15

DEPARTMENTAL TEACHING PERSONNEL COMMITTEE

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SECTION 15.1 GENERAL PROVISIONS

15.1.1 Existence and composition

15.1.1.1 Infaculties having schools or departments, the situation which existed when this agreement was ratified, regarding the existence and composition of a Departmental Teaching Personnel Committee (DTPC), shall continue to apply unless altered by a vote of the regular members of the department.

15.1.1.2 A committee shall be composed of not fewer than 3 and not more than 5 regular faculty members from the department, including the chair.

15.1.2 Structure of the DTPC

15.1.2.1 The department chair shall be a member and the chair of the DTPC. She does not vote, even in the case of a tie.

15.1.2.2 At its first meeting of the academic year, the committee shall elect, from among its elected members, a secretary who shall be responsible

for the recording of minutes.

15.1.2.3 Quorum for **DTPC meetings** shall consist of a majority of **DTPC** members, including the department chair. Quorum shall not be deemed to have been lost when the chair absents herself temporarily from a meeting of the **DTPC** pursuant to **5.2.2.3**. During any such absence of the department chair, the committee shall be chaired by a member elected by and from among the other committee members present.

15.1.2.4 Whenever a member of the **DTPC** so requests, the vote shall be by secret ballot.

15.1.3 Election of DTPC members

15.1.3.1 The election of **DTPC** members shall be by means of a secret ballot organized by the department chair among the department's regular faculty members. The department shall ensure an open nomination process, protection of ballots, and at least two scrutineers for the counting of the ballots. The election shall be held annually, in the spring, except for a special election held to replace members who gave up their seats on the **DTPC**. The nominations and the election shall follow procedures agreed to by the department assembly and approved by the Faculty Council.

15.1.3.2 All regular academic staff members of the department who are members of the bargaining unit may be members of the **DTPC**, it being understood that:

(a) the secretary of a faculty or section, the associate dean, the assistant dean and the vice-dean may not be members of their department's teaching personnel committee;

(b) a professor may not be a member of the **DTPC** for more than 2 consecutive full terms;

(c) members of the **FTPC** may not concurrently be members of the **DTPC**.

15.1.4 Term of office and vacancies

15.1.4.1 The term of office of elected **DTPC** members shall be 2 years, starting on 1 July following election. To ensure continuity, the terms shall be staggered.

15.1.4.2 Members who anticipate being absent more than 1 month during the fall or winter term, or who are absent from 3 consecutive DTPC meetings, shall resign from the committee; any vacancy thus created shall be filled by means of an election, at the next meeting of the department assembly if possible, held according to procedures established by the assembly.

15.1.4.3 Persons who are, at the time of ratification of this agreement and pursuant to the previous collective agreement between the parties, members of a DTPC, shall be deemed to be members of the DTPC for the purposes of this agreement.

SECTION 15.2 MANDATE

The DTPC:

- (a) shall make recommendations on matters concerning the members which are entrusted to it by this agreement, when these matters are referred to it by the dean;
- (b) shall give advice to the chair concerning teaching loads;
- (c) shall give advice on any other matter, regardless of whether it is or is not provided for in this agreement, regarding which the dean requests the committee's opinion.

The DTPC shall make recommendations and give advice in accordance with this agreement, with the aim of maintaining, within the department, appropriate standards for teaching and research, literary or artistic creation, or professional activities.

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ARTICLE 16

OTHER PEER COMMITTEES

16.1 Librarians' Personnel Committee
16.2 Teaching Personnel Committee of the Institute
16.3 Counselling and Personal Development Service Personnel Committee

SECTION 16.1 LIBRARIANS' PERSONNEL COMMITTEE

16.1.1 Composition and structure of the LPC

16.1.1.1 There shall be in the Library Network a Librarians' Personnel Committee (LPC) which is a peer review committee composed of 5 librarian members with continuing appointment.

16.1.1.2 Members of the LPC are elected by a secret, mail-in preferential ballot, by all permanent librarian members of the Library Network. A nominations committee suggests candidates for all vacant positions, taking into account the Library Network's administrative structure and ensuring well-balanced representation. In order to ensure well-balanced representation, the composition of the LPC shall include: a total of 3 members from Morisset Library, Map Library, and Music Library; a total of 2 members from the Law Library, Health Sciences Library, Technical Services, Electronic Resources, and Systems. The nominations committee, which is composed of the APUO library representatives, organizes the election of LPC members as follows.

- (a) A nomination requires the signature of at least 2 librarian members with preliminary or continuing appointment, and nominees must indicate that they are willing to serve. The call for nominations shall be issued 4 weeks prior to the election and the deadline for submitting nominations shall be 1 week prior to the election.
- (b) The election shall be by secret mailed preferential ballot. The candidate receiving the highest number of votes shall fill a vacant position. The candidate receiving the next highest number of votes shall fill a second vacant position, if any, and the filling of further vacant positions shall be determined analogously.
- (c) If it proves impossible to fill any vacant positions through the normal process, the nominating committee shall appoint members to the LPC in order to ensure well balanced representation as defined in 16.1.1.2.

- 16.1.1.3 The chief librarian is the chair of the LPC; she does not vote, even in the case of a tie. The assistant librarians excluded from the bargaining unit may attend meetings as observers.
- 16.1.1.4 At its first meeting of the academic year, the committee shall elect, from among its elected members, a secretary who shall be responsible for the recording of minutes or the committee shall decide to rotate the role of secretary among the members.
- 16.1.1.5 Quorum for LPC meetings shall consist of 3 elected members and the chief librarian.
- 16.1.2 Term of office and vacancies
- 16.1.2.1 The term of office of librarian members of the LPC shall be 2 years, starting on 1 July following election. To ensure continuity, the terms shall be staggered. A librarian may not be a member of the LPC for more than 2 consecutive full terms of office.
- 16.1.2.2 Members of the LPC who anticipate being absent for more than 1 month, or who are absent from 3 consecutive meetings of the LPC, shall resign from the committee; any vacancy thus created shall be filled by means of an election, to be held as soon as possible and according to the same procedures as

those set forth in 16.1.1.2.

16.1.3 Mandate and procedures

16.1.3.1 The LPC:

- (a) shall make recommendations and give opinions on matters entrusted to it by this agreement, when these matters are referred to it by the chief librarian;
- (b) shall give advice on any other matter, regardless of whether it is or is not provided for in this agreement, regarding which the chief librarian requests its opinion.

The LPC shall make recommendations and give advice in accordance with this collective agreement and with the aim of maintaining, within the Library Network, appropriate standards of quality for professional services provided to the university community.

16.1.3.2 Unless otherwise specified, the following time limits apply to any communication between the LPC and the chief librarian regarding recommendations and opinions that the LPC is mandated to submit:

- (i) the chief librarian shall ask the LPC for its recommendation no later than 10 working days after receiving a file requiring an opinion or a recommendation;
- (ii) the LPC shall make its recommendation no later than 10 working days after the chief librarian's request.

16.1.3.3 When the LPC is called upon to make a recommendation with respect to a matter directly affecting a member, and that person's immediate supervisor is a member of the LPC, the immediate supervisor shall absent herself during LPC consideration of the matter in question.

SECTION 16.2 TEACHING PERSONNEL COMMITTEE OF THE INSTITUTE

16.2.1 Composition and structure of the TPCI,

- (a) There shall be, at the Second Language Institute, a Teaching Personnel Committee of the Institute (TPCI) composed of the director of the Institute and 4 elected regular members of the Institute who hold either a professorial rank or the rank of language teacher III or IV.

- (b) Two of the elected TPCI members shall be from the French section and two from the English section.
- (c) At least one of the elected members of the TPCI shall hold a professorial rank.
- (d) Nomination and election procedures for the TPCI shall be arranged so as to ensure that (c) above is satisfied. In particular, where there is one vacancy and that position must be filled by a person holding professorial rank, the nominations shall be limited to persons holding such a rank. Where there are 2 or more vacancies and one must be filled by a person holding a professorial rank, and where a first ballot does not elect a person with professorial rank, a second ballot shall include only nominees who hold such a rank.

16.2.1.2 Members of the TPCI are elected by secret ballot by the regular members of the Second Language Institute in an election held in the spring of each year. Election procedures shall be the same as those set forth in subsection 15.1.3 for the DTPC.

16.2.1.3 The director of the Second Language Institute shall be the chair of the TPCI. She shall not vote, even in the case of a tie.

16.2.1.4 The head of the English section and the head of the French section may be elected members of the TPCI. If they are not elected to the TPCI, they may take part in the committee's discussions but may not vote.

16.2.1.5 Quorum for TPCI meetings shall consist of 3 elected members and the director of the Institute.

16.2.1.6 At its first meeting of the academic year, the committee shall elect, from among its elected members, a secretary who shall be responsible for the recording of minutes.

16.2.2 Term of office and vacancies

16.2.2.1 The term of office of members of the TPCI shall be 2 years, starting on 1 July. To ensure continuity, the terms shall be staggered.

16.2.2.2 Members of the TPCI who anticipate being absent for more than 1 month during the fall or

winter term, or who are absent from 3 consecutive TPCI meetings, shall resign from the TPCI. Any vacancy so created shall be filled by means of an election, to be held as soon as possible and according to the same procedures as set out in 16.2.1.1(d) and 16.2.1.2.

16.2.3 Mandate and procedures

16.2.3.1 The TPCI:

(a) shall make recommendations on matters which are entrusted to it by this agreement, and in the process to it by the dean;

(b) shall give advice to the director concerning teaching loads:

(c) shall give advice on any matter, regardless of whether it is or is not provided for in this agreement, regarding which the dean requests the committee's opinion.

16.2.3.2 The TPCI's method of operation, the procedures for carrying out its mandate, as well as the role of the director of the institute in this process, shall be the same, *mutatis mutandis*, as those set forth in sections 16.2 and 15.3 of this agreement.

SECTION 16.3 COUNSELLING AND PERSONAL DEVELOPMENT SERVICE PERSONNEL COMMITTEE

16.3.1 Structure and composition of the CPDSPC

16.3.1.1 There shall be, at the Counselling and Personal Development Service, a Personnel Committee (CPDSPC) composed of:

(a) 3 tenured counsellor members, elected in accordance with the procedures set forth in 16.3.1.2;

(b) 1 non-voting faculty member, appointed by the director of the Counselling and Personal Development Service after consultation with the elected members of the CPDSPC.

16.3.1.2 The counsellor members of the CPDSPC are elected, by secret ballot, by the counsellor members of the Counselling and Personal Development Service in an election held in the spring of each year. The election procedures shall be those which were in effect at the Service at the time of ratification of this agreement, it being understood that said

procedures may be amended from time to time with the approval of Senate. Three tenured counsellors may propose a candidate.

16.3.1.3 The director of the Counselling and Personal Development Service is the chair of the CPD\$PC. She does not vote, even in the case of a tie.

16.3.1.4 At its first meeting of the academic year, the committee shall elect, from among its elected members, a secretary who shall be responsible for the recording of minutes.

16.3.1.5 Quorum for CPD\$PC meetings shall consist of 2 elected members and the director of the Service.

16.3.2 Term of office and vacancies

16.3.2.1 The term of office of members of the CPD\$PC shall be 2 years, starting on 1 July. To ensure continuity, terms shall be staggered.

16.3.2.2 Members of the CPD\$PC who anticipate being absent for more than 1 month during the fall or winter term, or who are absent from 3 consecutive CPD\$PC meetings, shall resign from the committee: any vacancy thus created shall be filled by means of an election, to be held as soon as possible and according to the same procedures as those set forth in 16.3.1.2.

16.3.3 Mandate and procedures

The CPD\$PC shall make recommendations in the areas set out by this agreement or in other personnel-related areas for which the director of the Counselling and Personal Development Service requests the committee's recommendation.

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ARTICLE 17

APPOINTMENTS

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SECTION 17.1 GENERAL PROVISIONS

17.1.1 Types of appointment

17.1.1.1 Academic staff members shall have either a *regular* appointment or a *special* appointment.

17.1.1.2 There shall be 2 types of regular appointment: *limited-term* regular *appointments* and *tenured appointments*. A limited-term regular appointment gives access to tenure, subject to the provisions of **section 17.3** and article **25**.

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

- (a) the appointment of replacement professors, in which case the provisions of **17.2.1** shall apply;
- (b) the appointment of visiting professors, in

which case the provisions of 17.2.2 shall apply:

- (c) the appointment of professors seconded from other institutions, in which case the provisions of 17.2.3 shall apply;
- (d) the appointment of French "coopérants", in which case the provisions of 17.2.4 shall apply;
- (e) the appointment of research fellows, in which case the provisions of 17.2.5 shall apply;
- (f) the appointment of certain chairs, in which case the provisions of 17.2.6 apply.

It is understood that special appointments may not be used, instead of regular appointments, to make appointments which are probationary in nature.

- 17.1.1.4 **A person may also be appointed as a** sessional lecturer, or as an adjunct professor, in accordance with the provisions of 17.5.
- 17.1.1.5 A chairholder shall be given a regular, term, or visiting appointment.
- 17.1.2 **Announcing a position**
- *17.1.2.1 Before appointing a regular or replacement professor, the employer shall advertise the position in *University Affairs*, and in at least 1 external publication such as the **CAUT Bulletin**, professional journals, or national newspapers.

In addition, in departments deemed to be underrepresented pursuant to 17.1.3.3, the chair shall ensure that the department distributes the distribution with a goal of the underrepresented gender may have reasonable access to it and that the employer take appropriate measures such as contacting persons chairing relevant university departments in Canada specifically regarding the names of possible candidates of the underrepresented gender, and contacting organizations specifically representing the interests of persons of the underrepresented gender within the profession or discipline regarding their field of work of that gender.

The advertisement shall state the field of specialization desired, the required qualifications, the closing date for the competition, and any other relevant information.

All advertisements shall contain the statement: "Equity is a University policy". In addition, for departments deemed to be under-represented pursuant to 17.1.6.3, all advertisements shall contain the statement: "The University strongly encourages applications from women (or men, as the case may be)".

*17.1.2.2 In departments deemed to have an under-representation of women or men as defined in 17.1.6.3, the proposed advertisement shall be circulated within the department prior to release outside the department.

17.1.2.3 If, for valid reasons, such a regular appointment must be made within a time period too short to allow for the position to be advertised in advance, the Rector or her delegate may authorize exceptions to this rule, in which case she shall inform the Association accordingly.

17.1.2.4 If, for valid reasons, the appointment of a replacement professor must be made within a time period too short to allow for advertising pursuant to 17.1.2.1, the dean may authorize exceptions to this rule provided she informs the Association and, unless agreed to otherwise by the parties, advertises in similar Canadian university departments,

17.1.3 Selection procedures

17.1.3.1 The initial appointment of an academic staff member shall be made by the employer on recommendation of the department concerned and the dean of the faculty. Besides the recommendation of the department, the department chair may make a separate recommendation.

17.1.3.2 The department's recommendations shall be made by an appointments committee composed of either the DTPC or the departmental assembly or a group of assembly members designated by it, it being understood that the departmental assembly shall decide the method to be used. Furthermore, it is understood that, regardless of the method, the curricula vitae of all candidates shall be made available to all regular professors in the department. Access to other documents,

including letters of reference, shall be regulated by the departmental assembly.

*17.1.3.3 Subject to 17.1.6.3, the appointments committee shall have at least one regular member of the under-represented gender. It being understood that where no such member of the department can serve on the committee, the dean in consultation with the department shall appoint such a member with full voting rights from a related discipline. In a department where there is under-representation, the department may invite the Employment Equity Committee (EEC) to delegate one of its members to sit as ex-officio non-voting member of a selection committee.

*17.1.3.4 The appointments committee shall be informed of the University Policy on Employment Equity and of the relevant articles in the collective agreement.

*17.1.3.5 In making decisions on positions and recommendations on recruitment and appointments, in departments deemed under-represented pursuant to 17.1.6.3, deans and departments, having taken into consideration the general and specific academic needs of the department and its programs, including areas of specialization and their implications for students of the under-represented gender, shall consider:

(e) the level of rank for appointment and the probable consequences for participation by persons of the under-represented gender:

(b) how both the job description and the recommendation highlight the experience and qualifications of persons of the under-represented gender and encourage their participation;

(c) differing career patterns for potential male and female applicants.

*17.1.3.6 Where in the view of the dean and the departmental appointments committee there are at least two top candidates equally qualified, one of whom is of the under-represented gender, the appointment will be offered to a candidate of the under-represented gender.

*17.1.3.7 For the appointment of a regular or replacement professor, the dean shall seek the

recommendation of the department before asking for the recommendation of the FTPC regarding the professorial rank to be given. Besides the recommendation of the department, the departmental chair may make a separate recommendation. The initial rank of a newly appointed faculty member shall normally be consistent with this collective agreement's criteria for promotion.

17.1.3.8 Among candidates with equal qualifications, priority in selection shall be given to candidates who are Canadian citizens or permanent residents.

***17.1.3.9** When a department deemed to have under-representation of women or men as defined in 17.1.6.3 transmits to the dean a recommendation for appointment, it shall add the following:

- (a) the list of members of the selection committee;
- (b) assurances that all candidates on the short list were given the opportunity of meeting all members of the department;
- (c) the short list of candidates;
- (d) the list of candidates considered to be qualified;
- (e) the list of candidates considered to be unqualified;
- (f) a written summary of reasons why, given 17.1.6.1 and 17.1.6.3, the appointment of a candidate of the other gender is being contemplated.

17.1.4 Letter of appointment

17.1.4.1 An initial appointment or a reappointment, be it regular or special, shall be communicated to the academic staff member by a letter of appointment, a copy of which, signed by the member, shall serve as a contract between the member and the employer.

17.1.4.2 For every appointment, be it regular or special, the letter of appointment shall specify the member's status, the rank (if applicable), the nominal salary (and the regular salary, if different), and the exact duration of the appointment.

17.1.4.3 In the case of a regular professor, the letter of appointment shall also specify:

- (a) the number of years of relevant previous experience as defined in 23.4.1.1(a) and (b) recognized by the employer, if applicable;
- (b) the academic year during which, in accordance with the provisions of article 18 for language teachers and counsellors or article 25 for faculty members, the Joint Committee must make a decision regarding the professor's tenure and, if any previous experience is recognized pursuant to 23.4.1.1(b), the year in which the professor will become eligible for tenure;
- (c) the level of knowledge of the second official language required of the professor, and the time at which this level is to be attained;
- (d) the provisions set forth in section 40.5 regarding reimbursement of moving expense;
- (e) any other specific terms of employment, agreed to by the employer and the professor, provided that these are not inconsistent with the terms of this agreement.

- 17.1.4.4** Together with the letter of appointment the employer shall send a copy of the collective agreement as provided for in 4.1.3 and the latest salary scales and PTR.
- 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 recommendation of the DTPC and the chair.
- 17.1.6** Employment equity
- *17.1.6.1** **Gender representation in academic units** The parties to the collective agreement are committed to the principle of gender equity in matters of employment and, to that effect, agree to increase the proportion of women or men in those parts of the University community where they are under-represented, in accordance with the guidelines and procedures set out herein.

***17.1.6.2** Employment Equity Committee (EEC)
There shall be a Joint APUO-employer consultative committee on employment equity. Its opinion shall be sought on any contemplated employment equity measure and procedures which affect the APUO bargaining unit. The committee may also propose to APUO and the employer additional specific measures and procedures for achieving employment equity, and it shall examine in an ongoing fashion the implementation of any employment equity measures which affect the selection and hiring of bargaining unit members or which affect members of the bargaining unit directly.

The committee shall report annually on or about 1 July to the Rector of the University and the President of the Association on the success of these employment equity procedures and measures and the need for revision to these, if any.

The committee has 4 members, of whom 2 are appointed by the employer and 2 by the Association. At least one of the employer appointees shall be a woman, and likewise for the Association appointees. The chair of the committee, with the right to vote but without an additional casting vote, shall be elected by and from the members of the committee.

***17.1.6.3** **Criteria** A department shall normally be deemed to have an under-representation of women or under-representation of men if the proportion of women or men, as the case may be, among regular members of the department is less than 40 percent and, furthermore, that proportion is less than 5 percentage points above the proportion of women or men, as the case may be, in the labour market.

The proportion of women or men in the labour market is normally determined by the number of PhDs in the relevant discipline awarded by Canadian universities in the previous five years, as reported by Statistics Canada, it being understood that, in certain disciplines designated by the parties, both PhDs and Master degrees will be taken into account.

Notwithstanding the preceding, no department shall be deemed under-represented where at least 40% of the members are man or 40% of the members are women.

Nothing in **this** or other provisions of the collective agreement prevents the University from taking the necessary measures to appoint additional women professors where the University deems this appropriate.

No issue arising out of the application of equity provisions of this agreement may be referred to arbitration unless a dispute or difference arises between the parties with respect to the interpretation of any article dealing with employment equity. In such case the jurisdiction of an arbitrator shall be restricted to determining which interpretation is correct. It is understood that the arbitrator shall not have the jurisdiction to interfere with appointments made or to impose an appointment on the employer.

***17.1.6.4 Information**

- (a) Within two months following ratification of the collective agreement, the employer shall provide the EEC with up-to-date information on the gender distribution of academic staff with regular appointments, by department. **This information must be updated whenever appropriate and not less frequently than every 12 months.**

- (b) Deans shall examine whether or not departments should be deemed to have an under-representation of women or men according to the criteria outlined in 17.1.6.3, and shall so advise the Administrative Committee, with copy to the EEC, outlining the formula on which their recommendation is based.

- (c) Once every 12 months, the Secretary of the EEC shall transmit to the EEC a report of appointments and of departments deemed to have an under-representation of women or men as defined in 17.1.6.3 where the appointed member was not of the under-represented gender. After reviewing this information, where a concern is expressed to a given department, the EEC may review the files of short-listed candidates and the department's justification for appointing a person not of the under-represented gender.

17.2.1 Replacement professor

***17.2.1.1** Any qualified person may be appointed as a replacement professor in an academic unit for the purpose of:

- (a) replacing one or more regular faculty members who are temporarily absent by virtue of sabbatical or other leave, or secondment; or

- (b) filling temporarily a vacant position which, for good academic reasons, cannot currently be filled on a regular basis.

A person may also be appointed as a replacement professor for purposes of temporary staffing during the initial 3 academic years following Senate approval of a new program, pending allocation of long-term resources. 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.

***17.2.1.2** 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 such an appointment be for less than 6 months. 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.

17.2.2 Visiting professor

COLLECTIVE AGREEMENT

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SECTION 18.1 LIBRARIANS - CONTINUING APPOINTMENTS

18.1.1 General provisions

18.1.1.1 The librarian who has fulfilled the requirements of a preliminary appointment, in accordance with the provisions in subsection 18.1.2, shall be granted a *continuing appointment*.

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18.1.1.2 A continuing appointment is one whose term has no time limit and which may be terminated only by voluntary resignation, dismissal for just and sufficient cause in accordance with the provisions in article 39, or layoff following application of the provisions of section 31.5.

6 à 18.1.2 Transition from preliminary appointment to continuing appointment

18.1.2.1 A continuing appointment shall be granted to a librarian member when:

- (a) her performance, evaluated in accordance with the provisions of section 23.5, is satisfactory;
- (b) the specific conditions of the preliminary appointment, if any, are met.

18.1.2.2 The performance of a librarian holding a preliminary appointment shall be evaluated twice during that appointment, it being understood that:

- (e) the first evaluation shall be carried out during the first half of the preliminary appointment, but not before 4 or 8 months, depending on whether the appointment is for 12 or 24 months;
 - (b) the second evaluation shall be carried out at least 3 months before the end of a preliminary appointment of 24 months, and at least 2 months before the end of a preliminary appointment of 12 months;
 - (c) the evaluations shall be carried out in accordance with the provisions of 23.5.2 for the annual evaluation of performance;
 - (d) in these 2 evaluations, the chief supervisor shall solicit from the immediate supervisor and the LPC -- after informing them of the result of the evaluation and, if applicable, the reasons for the result -- commendations as to the member's performance:
- (i) in the case of the first evaluation of granting or terminating the preliminary appointment;
 - (ii) in the case of the second evaluation of granting or refusing a continuing appointment to the member or, where the preliminary appointment was for 12 months in accordance with 17.7.3.4(a), of extending the preliminary appointment by 6 months.

18.1.2.3 The decision to continue or to terminate the member's temporary appointment following her first evaluation shall be made by the chief supervisor. In order to recall the decision, she

shall give proper consideration to the recommendation of the LPC.

18.1.2.4 The recommendation of the LPC to grant or to refuse a continuing appointment to a member shall be forwarded to the Administrative Committee by the chief librarian, who shall add to it her own recommendation and all relevant documentation, including copies of the evaluations of the member completed in accordance with 18.1.2.2. A negative recommendation by the LPC or by the chief librarian may be contested before the Administrative Committee by submitting a letter of disagreement in accordance with section 13.3.

18.1.2.5 The decision to grant or to refuse continuing appointment to a member, following the second evaluation of performance during a preliminary appointment, shall be made by the Administrative Committee, it being understood that it:

(a) shall give proper consideration to the recommendations of the LPC and the chief librarian;

(b) shall make its decision and inform the member of it through the chief librarian, at the latest:

(i) 22 months following the commencement of the preliminary appointment of a librarian with less than 2 years of relevant professional experience prior to the temporary appointment;

(ii) 11 months following the commencement of the preliminary appointment of a librarian with more than 2 years of relevant professional experience prior to the temporary appointment.

Where the employer, for reasons other than those attributable to the member's own actions or the running of the disagreement process provided by the collective agreement, is not able to meet the deadlines specified in (b), discounting the number of days taken up by the disagreement process, the parties may agree to extend such deadlines it being understood, however, that the member's contract shall be extended by 20 working days beyond its termination date.

18.1.2.6 At the end of the period specified in 18.1.2.5 (b), the Administrative Committee may, in the

case of a librarian with more than 2 years of relevant experience prior to her preliminary appointment, defer by 6 months its decision to grant or to refuse a continuing appointment. In such an event, the Committee must state the reasons for the delay.

18.1.2.7 if the decision to grant or to refuse a continuing appointment is deferred in accordance with 18.1.2.6, the aforementioned process of evaluation and consultation shall be carried out once more, in an appropriate time.

SECTION 18.2 LIBRARIANS PROMOTION

18.2.1 The ranking system is composed of five ranks: I, II, III, IV, and V. These are available on the basis of personal promotion, and the specific criteria are given below. These ranks are not linked to any position. Promotion is achieved through the *administrative* stream or the *research* stream, depending on the librarian member. Only promotions to ranks IV and V involve distinct streams, as in 18.2.3 and 18.2.4 below.

The *administrative* stream assumes that the librarian gradually acquires a significant amount of administrative duties by attaining a major administrative position (as defined in 20.5.2.2). The *research stream* assumes that the librarian participates in scholarly and/or academic service activities (as defined in 20.5.3 and 20.5.4 respectively) in an increasingly significant manner. Both streams recognize the professional accomplishments of the librarian member. There is no obligation for a librarian to remain in one stream or the other for the duration of her career.

18.2.2 Criteria for promotion to rank II or III

18.2.2.1 A librarian shall be promoted to rank II when she:

- (a) meets the conditions stated in 23.5.3.1;
- (b) will have completed, by the time the promotion is to take effect, at least 1 year of service at the University of Ottawa since receiving a continuing appointment;
- (c) has given evidence, through the performance appraisals carried out in accordance with the provisions set forth in 23.5.2, of satisfactory performance in professional activities during the last 2

years of ~~service~~ with the employer.

18.2.2.2 A librarian II shall be promoted to rank III when the following conditions have been met.

- (a) The member meets the requirements described in 23.5.3.1.
- (b) The member will have acquired, by the time the promotion is to take effect, at least 4 years of experience at rank II.
- (c) The member has given evidence, through the performance appraisals carded out in accordance with the provisions set forth in 23.5.2, of at least a satisfactory performance in professional activities during the last 4 years.
- (d) The review -- by the persons and committees called upon to consider the member's request for promotion -- of the performance appraisals in the most recent 2 or 3 years of the 4 years under consideration shows that the member's performance in the majority of categories is "more than satisfactory" as defined in 23.5.1.4.
- (e) Notwithstanding the above, the carrying out of specific scholarly activities evaluated as "satisfactory" as defined in 23.5.1.4, or the carrying out of academic service activities evaluated as "satisfactory" as defined in 23.5.1.4, may be considered if the member's record does not seem to meet the above requirement. It is understood that the scope of these activities should compensate for not having met the criteria in 18.2.2.2(d).

18.2.3 Criteria for promotion from rank III to IV

18.2.3.1 A librarian member shall be promoted from rank III to rank IV when the conditions in either (a) or (b) below have been met.

- (a) Administrative stream
 - (i) The member shall have acquired, at the time the promotion is to take effect, at least 3 years of experience at rank III.
 - (ii) The review - by the persons and committees called upon to consider the member's request for promotion -

of the performance appraisals in the most recent 2 years of the period under consideration shows that the member's performance in the majority of categories is "more than satisfactory" as defined in 23.5.1.4.

(iii) The member has held some administrative activities (as defined in 20.5.2.1) for a minimum 3-year period and the overall performance of these activities has been evaluated as "more than satisfactory".

(iv) The member has engaged in scholarly activities or academic service activities of sufficient quantity and the significance of which is deemed to be satisfactory by peers at the University of Ottawa.

(b) Research stream

(i) The member shall have acquired, at the time the promotion is to take effect, at least 6 years of experience at rank III.

(ii) The review - by the persons and committees called upon to consider the member's request for promotion - of the performance appraisals in the most recent 5 years of the period under consideration shows that the member's performance in the majority of categories is "more than satisfactory" as defined in 23.5.1.4.

(iii) The member has held some administrative activities (as defined in 20.5.2.1) for a minimum 5-year period and the overall performance of these activities has been evaluated as "satisfactory".

(iv) The member has engaged in scholarly activities or academic service activities of sufficient quantity and the significance of which has been deemed to be satisfactory by her/him at the University of Ottawa and elsewhere, pursuant to 18.2.4.2.

18.2.4 Criteria for promotion from rank IV to V

18.2.4.1 A librarian member shall be promoted from rank IV to rank V when the conditions in (a) or

(b) below have been met.

(a) Administrative stream

- (i) The member shall have **acquired**, at the time the promotion is to take effect, at least 5 years of **experience** at rank IV.
- (ii) The **review** - by the persons and committees **called** upon to consider the member's **request** for promotion - of the performance appraisals in the most recent 4 years of the period under **consideration** shows that the member's performance in the majority of **categories** is "more than **satisfactory**" as defined in **23.5.1.4**.
- (iii) The member has held a major **administrative position** (as defined in **20.5.2.2**) during the 5 preceding years and the performance of these duties has been evaluated as "more than **satisfactory**".
- (iv) The member has engaged in scholarly **activities** or academic **service activities** of sufficient quantity and the **significance** of which is deemed to be satisfactory by peers at the University of Ottawa.

(b) Research stream

- (i) The member shall have **acquired**, at the time the promotion is to take effect, at least 8 years of **experience** at rank IV.
- (ii) The **review** - by the persons and committees **called** upon to consider the member's **request** for promotion - of the performance **appraisals** in the most recent 6 years of the period under **consideration** shows that the member's performance in the majority of **categories** is "more than **satisfactory**" as defined in **23.5.1.4**.
- (iii) The member has held a major **administrative position** (as defined in **20.5.2.2**) during the 5 most recent years since promotion to rank IV, and the performance of these **duties** has been evaluated as "more than **satisfactory**".
- (iv) The member has engaged in scholarly **activities** or academic **service activities** the quality of which is

evaluated as more than **satisfactory** by her peers at the **University** of Ottawa and elsewhere, pursuant to **18.2.4.2**, and pursuant to **23.3.2.7, mutatis mutandis**, with the **FTPC** being replaced by the **LPC**.

- 18.2.4.2** The procedures in **18.2.5** apply when a librarian member requests a promotion on a personal basis. Furthermore:
- (a) the member shall submit any relevant documentation in accordance with **23.3.1** and, in accordance with the provisions of **23.3.2**, a list containing the names of at least 3 persons able to act as outside evaluators;
 - (b) the opinion of 3 outside evaluators shall be solicited regarding the works submitted by the member;
 - (c) the provisions of section **25.4** concerning outside evaluators apply, *mutatis mutandis*.
- 18.2.4.3** Effective for appointments to major administrative positions (as defined in **20.5.2.2**) after the date of ratification, an administrative stipend equivalent to a minimum of 2 PTRs and a maximum of 3 PTRs shall be paid annually to librarians holding such positions, the amount dependent upon the scope of the duties related to the position. It is understood that this stipend is not included in the librarian's base salary and is terminated once the librarian no longer holds a position involving major administrative duties.
- 18.2.5** Promotion procedures
- 18.2.5.1** Promotions on a personal basis are granted or refused by the Administrative Committee.
- 18.2.5.2** An application for promotion must be initiated by the librarian member and must be submitted to the chief librarian no later than 1 September. The application must be accompanied by the following documentation:
- (a) her up-to-date curriculum vitae;
 - (b) her annual report of activities for the years under consideration;
 - (c) her annual performance appraisals for the

years under consideration;

- (d) any other information or document that she wishes to have considered in support of her application.

Promotions take effect on 1 May of the academic year in which the successful application for promotion was filed.

18.2.5.3 Upon receipt of this application, the chief librarian shall ask the LPC to recommend the granting or the refusal of the promotion. To this end, she shall submit the relevant documentation to the LPC, in particular the information mentioned in 18.2.5.2. The LPC must make its reasoned recommendation to the Administrative Committee no later than March 15.

18.2.5.4 The recommendation of the LPC shall be promptly forwarded to the member by the chief librarian. The latter shall add to it her own recommendation. The chief librarian shall also forward the file to the Administrative Committee, adding the relevant documents, including:

- (a) the information mentioned in 18.2.5.2;
- (b) the text of the recommendation by the LPC;
- (c) the text of her own recommendation.

18.2.5.5 The Administrative Committee shall render its decision no later than 1 April.

18.2.5.6 A promotion on a personal basis shall take effect on 1 May following the date on which the application was submitted – and the member's salary shall be adjusted on that date according to the provisions of 4.1.5.3(c).

18.2.5.7 From [redacted] shall be announced to all Library Network [redacted] via the appropriate technological means.

18.2.5.8 The member [redacted] may file a grievance [redacted] if the Administrative Committee [redacted] it being understood that any reference to the Joint Committee [redacted] to be replaced by a [redacted] to the Administrative [redacted] [redacted]

SECTION 18.3 LANGUAGE TEACHERS - TENURE

18.3.1 General provisions

The provisions of subsections 25.1.1, 25.1.2, 25.1.3, 25.1.4, and 25.1.8 applicable to academic staff shall also apply, *mutatis mutandis*, to language teacher members.

18.3.2 Consideration for tenure

18.3.2.1 The Joint Committee must hand down a decision on a language teacher member's tenure before 15 December of the academic year at the end of which the member will have completed 5 years on a regular full-time appointment at the University of Ottawa as a language teacher.

18.3.2.2 Decisions regarding tenure are made by the Joint Committee according to the criteria and procedures set forth in this article. The Joint Committee shall decide:

- (a) to grant tenure as of the beginning of the forthcoming academic year; or
- (b) to refuse tenure, in which case the language teacher's employment will terminate at the end of the current contract; or
- (c) to defer the decision regarding the granting of tenure, in which case the provisions in 18.3.2.3 shall apply.

18.3.2.3 Where a decision is deferred by virtue of 18.3.2.2, the following provisions shall apply.

- (a) A final one-year appointment shall be offered to the member.
- (b) Unless the parties agree otherwise, the decision regarding a member's tenure cannot be deferred more than once.
- (c) A member wishing to be considered for re-appointment shall submit an application

18.3.3 Conditions for tenure

Tenure shall be granted to a language teacher who meets the following conditions:

- (a) At the time of application for tenure, the member must be a regular language teacher.
- (b) At the time of receiving tenure, the member must have accumulated 5 years of experience teaching a second language at the university level of which the last 3 years must be as a regular language teacher at the Second Language Institute.
- (c) The member's teaching, evaluated in accordance with the provisions of article 24, must meet expectations.
- (d) The member must have contributed, since appointment at the University of Ottawa, in a clearly identifiable and satisfactory manner to the development of the curriculum, didactic material, teaching or testing methods, or to research projects undertaken by the Institute.
- (e) In the case of a language teacher III or IV, there must be visible evidence of the member's scholarly activities, the results of which are available in one or more of the forms described in 23.3.1, and these must be satisfactory. The provisions of 20.6.2.2 shall be taken into account in the course of evaluation of the member's scholarly activities.
- (f) The member must have carried out in a satisfactory manner the administrative duties that were assigned.
- (g) The member must have met the requirements regarding the level of French or English proficiency required by the employer and communicated by the employer in writing at the time of the initial regular appointment, it being understood that the provisions of article 11 apply.

18.3.4 Procedures

18.3.4.1 A language teacher who wishes to be granted tenure must submit an application to that effect to her dean no later than 1 September. This application shall include the following documentation:

- (a) the member's up-to-date curriculum vitae;
- (b) a description of the member's contributions to the study programs and professional activities of the Institute;

(c) a copy of the results of the scholarly activities, in one or more of the forms described in 23.3.1, that the member wishes to have considered when the application for tenure is examined;

(d) any other information that the member deems useful.

18.3.4.2 Before submitting the application for tenure to the FTPC, the dean shall solicit a recommendation in this regard from the director of the Second Language Institute and from the TPCI. The documents made available to them, in particular those listed in 18.3.4.1, shall be identical to those made available to the FTPC, subject to the provisions of subsection 15.3.1. The recommendations of the director and the TPCI shall include a reasoned assessment of the member's performance in the area of teaching, scholarly activities and academic service, and of contributions corresponding to 18.3.3(d).

18.3.4.3 The provisions of 25.3 and 25.4 shall apply to language teachers *mutatis mutandis*.

*18.3.4.4 The dean shall, in writing and no later than 15 December, advise the member of the Joint Committee's decision.

Where the member applies for tenure during the fifth year, and the employer is not able to meet the 15 December deadline, the parties may agree to extend such deadline, it being understood, however, that in such case:

(a) If the decision of the Joint Committee is to deny a member tenure, and that decision is not communicated to the member on or before 31 January following the date the tenure application was made, and the delay is not attributable to the member's actions, then the member's contract shall be extended by a period of 6 months beyond its termination date.

(b) If the decision of the Joint Committee is to deny tenure, and the delay is attributable to the running of the disagreement process provided by the collective agreement, and if the date the decision is communicated to the member minus the number of days taken up by the disagreement process still is beyond 31 January following the date the tenure application was made, then the member's contract shall be extended by a period of 6 months beyond its termination

date.

SECTION 18.4 LANGUAGE TEACHERS - PROMOTION

18.4.1 General

***18.4.1.1** language teacher members at the University of Ottawa are appointed with, or promoted to, the ranks of language teacher I, II, III, or IV. No member appointed as a language teacher I, II, III, or IV after 1 January 1994 can be promoted from her language professor status directly to the rank of assistant, associate, or full professor.

***18.4.1.2** The requirements for the ranks of language teacher I, II, III, and IV are set forth in 18.4.2 and the procedures for promotion to those ranks are set forth in 18.4.3.

***18.4.1.3** Regular members who held the rank of language teacher IV on 1 January 1994 and all regular members who held the rank of language teacher II or III on 1 January 1994 and who may eventually be promoted to the rank of language teacher IV can be promoted to the rank of associate professor from the rank of language teacher IV, in the Faculty of Arts or in one of its departments, in accordance with this agreement's criteria and procedures for promotion to that rank. Where a member is so promoted, the member's years of university-level experience shall be reassessed in accordance with the guidelines for determining such experience for a faculty member in the Faculty of Arts, and the provisions of 23.4.1 for an initial appointment shall apply.

A language teacher IV will benefit from a reduction in teaching load of the equivalent of two one-term courses for two consecutive years provided that the member has advised the dean that she wishes to be reviewed for promotion to associate professor in the fall of the year immediately following the two-year period of reduced teaching. It being understood that the member shall advise the dean no later than 1 March preceding the two-year period of teaching reduction and that no further periods of reductions under this sub-section are possible if the promotion decision is negative.

***18.4.1.4** There shall be no restriction on the number or proportion of language teacher members in the 4 ranks set forth in 18.4.1.1.

***18.4.1.5** Promotions for language teacher members shall take effect on 1 May of the academic year in which the successful application for promotion was filed.

***18.4.1.6** Procedures related to determining whether an applicant has a doctorate or the equivalent thereof, as required for the rank of language teacher IV, are set forth in 23.4.2. Procedures related to the promotion requirement that the member must have a certain number of years of experience teaching a second language at the university level are those set forth in 23.4.1, *mutatis mutandis*.

18.4.2 Requirements

***18.4.2.1** The rank of language teacher / is appropriate for a language teacher who:

(a) holds a general bachelor's degree in English Language or langue française, linguistics, applied linguistics, language didactics, or education, or in psychology in a field related to the teaching of English or French as a second language; and

(b) has not less than 2 years of experience at the university level.

***18.4.2.2** The requirements for promotion to language teacher II are as follows:

(a) The member must, at the time on which the promotion is to take effect:

(I) hold an undergraduate degree in English language or langue française, linguistics, applied linguistics, language didactics, or in psychology in a field related to the teaching of English or French as a second language; or

(II) hold a graduate certificate in education in teaching English or French as a second language; or

(III) have successfully completed, subsequent to obtaining a general B.A., a qualifying year in any of the disciplines referred to in (I) above.

- (b) The member must, on the date on which the promotion is to take effect, have accumulated not less than 2 years of experience teaching a second language at the university level.

***18.4.2.3** The requirements for promotion to language teacher III are as follows.

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

***18.4.2.4** 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 2 years of experience teaching a second language at the university level.

18.4.3 Procedure 8 The procedure set out in section 25.4 for an application for promotion by an academic staff member and the assessment of that application shall apply, *mutatis mutandis*, to language teacher members, it being understood that the director of the Second Language Institute shall replace the department chair and the TPCI shall replace the DTPC.

SECTION 18.5 COUNSELLORS - TENURE

18.5.1 **General provisions** The provisions of 25.1.1, 25.1.2, 25.1.3, 25.1.4 and 25.1.8 applicable to academic staff shall also apply, *mutatis mutandis*, to counsellor members.

18.5.2 Tenure ~~decision~~

***18.5.2.1** The Joint ~~Committee~~ shall make a ~~decision~~ regarding a counsellor ~~member's~~ tenure no later than 15 December of the academic year at the end of which:

- (a) the member who holds a doctorate in psychology or a related ~~discipline~~ will have completed 5 years on a regular appointment at the University of Ottawa; or
- (b) the ~~member~~ who holds a master's degree, but not a doctorate, in psychology or a related ~~discipline~~ will have accumulated 4 years of professional experience after the completion of the ~~master's~~ degree and will have completed, in addition, 5 years on a regular appointment at the University of Ottawa.

***18.5.2.2** Where the employer has ~~recognized~~, pursuant to 23.4.1, one or more years of professional experience for the counsellor member, the member may apply for tenure sooner than the fifth year at the University of Ottawa and the Joint Committee shall make a ~~decision~~ regarding the member's tenure no later than 15 December of the academic year in which the member ~~applies~~ for tenure, provided that:

- (e) at the end of that ~~academic year~~, the counsellor member holding a doctorate will have 5 or more years of ~~recognized~~ professional experience, the last 2 of which will have been acquired at the University of Ottawa;
- (b) at the end of that ~~academic Year~~, the counsellor member not holding a doctorate will have 9 or ~~more~~ years of recognized professional experience, the last 3 of which will have been acquired at the University of Ottawa.

***18.5.2.3** ~~Decisions~~ regarding tenure are made by the Joint ~~Committee~~, according to the ~~criteria~~ and the procedures set forth in this ~~section~~. The Joint ~~Committee~~ shall ~~decide~~:

- (a) to grant tenure as of the beginning of the forthcoming academic year; or
- (b) to ~~refuse~~ tenure, in which case the member's employment will ~~terminate~~ at the end of the current contract; or
- (c) to defer the decision regarding the granting of tenure, in which case the provisions in

18.5.2.4 shall apply.

***18.5.2.4**

When, pursuant to 18.5.2.3, the Joint Committee decides to defer the decision regarding tenure of a counsellor member, the following provisions apply.

- (a) Except as provided in (b), (c), (d) or (e), an additional one year limited-term regular appointment shall be offered to the member.
- (b) Where the member holds a doctorate and the member is, during the academic year in which she applied for tenure, in the first year of the second two-year regular appointment at the University of Ottawa, a new contract shall not be offered and the member may reapply for tenure during the second year of that appointment.
- (c) Where the member holds a doctorate and the member is, during the academic year in which she applied for tenure, in the second year of the first two-year regular appointment at the University of Ottawa, a further two-year regular appointment shall be offered to the member and the member may reapply for tenure either during the first or during the second year of that appointment.
- (d) Where the member does not hold a doctorate and the member is, during the academic year in which she applied for tenure, in the first year of a third two-year regular appointment at the University of Ottawa, a new contract shall not be offered and the member may reapply for tenure during the second year of that appointment.
- (e) Where the member does not hold a doctorate and the member is, during the academic year in which she applied for tenure, in the second year of the second two-year regular appointment at the University of Ottawa, a further two-year regular appointment shall be offered to the member and the member may reapply for tenure either during the first or during the second year of that appointment.
- (f) Unless the parties agree otherwise, the final decision regarding a member's tenure shall not be deferred more than once.
- (g) A member who wishes to be reconsidered for tenure must reapply. The provisions of this section shall apply, *mutatis mutandis*,

to a reapplication.

18.5.3 Requirements for tenure

***18.5.3.1** The requirements for tenure are the following.

- (a) At the time of application for tenure, the member must be a regular full-time counsellor, holding a counsellor rank.
- (b) The member must, on the date on which tenure is to be granted:
 - (i) hold a doctorate in psychology or in a related discipline; or
 - (ii) hold a master's degree in psychology or in a related discipline plus 4 years of professional experience after the completion of a master's degree.
- (c) The member must, on the date on which tenure is to be granted, have not less than 5 years of full-time professional experience in addition to any years of professional experience involved in fulfilling the requirement stated in (b) above. Criteria and procedures related to this requirement are set forth in 23.6.3.
- (d) For counsellor members holding a doctorate, the last 2 of the 5 years of full-time professional experience required pursuant to (c) above must have been accumulated on a regular full-time counsellor appointment at the University of Ottawa. For counsellor members not holding a doctorate, the last 3 of the 5 years of full-time professional experience required pursuant to (c) above must have been accumulated on a regular full-time counsellor appointment at the University of Ottawa.
- (e) The member's performance of assigned duties must be satisfactory.
- (f) The member must have met the relevant requirements regarding the level of proficiency in French and English. The procedures for establishing such requirements, and for determining compliance therewith, shall be those set

forth in article 11, *mutatis mutandis*.

"18.6.3.2 The member's scholarly activities and academic service activities which are not part of the regular teaching load of the member requests to be considered. However, a member's engagement in scholarly or academic service activities, or to have engaged in such activities shall not be grounds for denial of tenure.

18.5.4 Procedures

18.5.4.1 A member who wishes to be granted tenure must submit an application to that effect to her director no later than 1 September. This application shall include the following documentation:

- (a) the member's up-to-date curriculum vitae;
- (b) a copy of the results of the member's scholarly activities, in one or more of the forms described in 23.3.1, that the member wishes to have considered when the application for tenure is examined;
- (c) any relevant information regarding the member's participation in academic activities;
- (d) any other information that the member deems useful.

The CPDSPC and the director will make recommendations in accordance with 5.2, *mutatis mutandis*.

***18.5.4.2** For the purposes of peer review of scholarly activities, there shall be no recourse to outside evaluators except where the director or the CPDSPC finds that such recourse is essential for a proper assessment of the applicant's scholarly activities. The choice of outside evaluators, if any, shall be made in accordance with 23.3.2.

18.5.4.3 Where the CPDSPC recommends that the decision on the granting of tenure be deferred, it shall specify the conditions the member should satisfy in order to meet the requirements for tenure when the CPDSPC reconsiders the file in relation to a final decision.

***18.5.4.4** in the case of a deferred decision, the Joint

Committee shall state its reason(s) therefor and shall specify the conditions the member should satisfy in order to meet the requirements of 18.5.3.1 when the Joint Committee reassesses her file one last time for the purpose of granting or refusing tenure.

***18.5.4.5** The director shall, in writing and no later than 15 December, advise the member of the Joint Committee's decision.

Where the member applies for tenure during the final year of a limited-term regular appointment, and the employer is not able to meet the 15 December deadline, the parties may agree to extend such deadline, it being understood, however, that in such case:

- (a) If the decision of the Joint Committee is to deny a member tenure, and that decision is not communicated to the member on or before 31 January following the date the tenure application was made, and the delay is not attributable to the member's actions, then the member's contract shall be extended by a period of 6 months beyond its termination date.
- (b) If the decision of the Joint Committee is to deny tenure, and the delay is attributable to the running of the disagreement process provided by the collective agreement, and if the date the decision is communicated to the member minus the number of days taken up by the disagreement process still is beyond 31 January following the date the tenure application was made, then the member's contract shall be extended by a period of 6 months beyond its termination date.

SECTION 18.6 COUNSELLORS- PROMOTION

18.6.1 General

***18.6.1.1** Counsellor members at the University of Ottawa are appointed with, or promoted to, one of the following 4 ranks:

- counsellor I
- counsellor II
- counsellor III
- counsellor IV.

***18.6.1.2** There shall be no restriction on the number or proportion of counsellor members in the 4 ranks in the Counselling and Personal Development Service.

***18.6.1.3** Promotions take effect on 1 May of the

academic year in which the successful application for promotion was filed.

***18.6.1.4** Particulars related to the promotion requirement, that the member must hold a doctorate or master's degree in psychology or a related discipline, are set forth in 23.6.2. Procedures related to the promotion requirement, that the member must have a certain number of years of professional experience, are set forth in 23.6.3.

18.6.2 Requirements

***18.6.2.1 Counsellor I** The rank of counsellor I is appropriate for a counsellor who holds a master's degree in psychology or some other master's degree, the attainment of which includes suitable training as a counsellor.

***18.6.2.2 Counsellor II** To be promoted to the rank of counsellor II, a counsellor I member must:

- (a) on the date on which the promotion is to take effect, hold a doctorate in psychology or a related discipline, or have a master's degree in psychology or a related discipline plus 4 years of professional experience after the completion of a master's degree;
- (b) have demonstrated that her performance of workload duties is satisfactory.

***18.6.2.3 Counsellor III** The requirements for promotion to counsellor III are as follows.

- (e) The member must, on the date on which the promotion is to take effect, hold a doctorate in psychology or a related discipline, or have a master's degree in psychology or a related discipline plus 4 years of professional experience after the completion of a master's degree.
- (b) The member must, on the date on which the promotion is to take effect, have not less than 5 years of professional experience after the completion of her doctorate or 9 years of experience if the highest degree held is a master's degree.
- (c) The member's performance of assigned duties must be satisfactory.
- (d) The member must have made a significant contribution to the University of Ottawa or to her profession in any 2 of the following ways:

- (i) the member has produced scholarly or professional works that are **good** and have **contributed** to the advancement of knowledge in her profession or area of **specialization**, as assessed by 3 outside **evaluators**;
- (ii) the member **has enhanced** her professional **skills** significantly by means of a **substantial** period of professional study beyond the requirements of (a) above;
- (iii) the member has made **significant** contributions to the profession of counselling or to relevant professional **associations**, as assessed by 3 outside evaluators;
- (iv) the member **has made a significant and recognized contribution to the University community by the performance of a special service or contribution specified in 20.3(b), (c) or (d)**;
- (v) subject to the provisions of 18.6.2.5, the member is a **registered** psychologist of the Province of Ontario or is **certified** by a relevant recognized professional body.

***18.6.2.4 Counsellor IV** The requirements for promotion to counsellor IV are as follows.

- (a) The member must, on the date on which the promotion **is to take** effect, hold a **doctorate** in psychology or a related discipline, or have a master's degree in psychology or in a related discipline plus **4 years** of professional experience after the completion of a master's degree.
- (b) The member must, on the date on which the promotion **is to take** effect, have not **less** than 10 years of professional experience **after** the completion of a doctorate or 14 years of **experience** if the highest degree held **is** a master's degree.
- (c) Subject to the provisions of 18.6.2.5, the member must be a registered psychologist of the Province of Ontario or be **certified** by a relevant recognized professional **body**.

(d) The member must have made a significant contribution to the University of Ottawa or to her profession in any 2 of the following ways:

(I) the member has produced scholarly or professional works which are of such quality that they have contributed significantly to the advancement of knowledge in the member's profession or area of specialization, and are of sufficient scope for the member to be recognized outside the University of Ottawa as a highly valued professional, as assessed by 3 outside evaluators;

(II) the member has enhanced her professional skills by means of a substantial period of professional study beyond the requirements of (a) above:

(iii) the member has made a very significant and recognized contribution to the profession of counselling or to relevant professional associations, as assessed by 3 outside evaluators;

(iv) the member has made a very significant and recognized contribution to the University of Ottawa Counselling and Personal Development Service or the University of Ottawa community by:

- the performance of academic service activities specified in 20.7.3(b), (c), or (d);
- developing and implementing programs and projects within the Counselling and Personal Development Service;
- assuming responsibility for one of the sectors of activities of the Counselling and Personal Development Service; or
- contributing to the effective operation of the Counselling and Personal Development Service by carrying out her counselling duties in a manner which is

outside the scope of the counsellor member's assigned duties.

*18.6.2.5 Where a candidate for promotion to the rank of counsellor IV does not have the registration or certification required by 18.6.2.4(c), or where a candidate for promotion to the rank of counsellor III does not have the registration or certification required by 18.6.2.3(d) (v) and such requirements relevant to the member's application, such requirement shall be deemed to have been met if the candidate's professional work and experience are assessed as being of such quality and scope that they are at a level equivalent to that necessary for registration as a psychologist of the Province of Ontario or certification by a relevant professional body. Assessment of the candidate's professional work and experience to determine such equivalence is to be done by 3 outside evaluators who are registered psychologists in a Canadian province or experienced counsellors in a counselling service at a Canadian university, and are chosen in accordance with the provisions of 23.3.2.

18.6.3 Procedures

18.6.3.1 The procedures set out in section 25.4 for an application for promotion by an academic staff member and the assessment of that application apply, *mutatis mutandis*, to counsellor members, it being understood that:

- (a) the director of Counselling and Personal Development Service replaces the dean, and the CPDSPC replaces the DTPC and the FTPC;
- (b) the specific rules concerning an application for promotion to the rank of associate professor or full professor apply, *mutatis mutandis*, to the ranks of counsellor III or counsellor IV respectively;
- (c) when a counsellor member applies for a promotion to the rank of counsellor III or IV, the specific provisions set out in 18.6.3.2 apply.

*18.6.3.2 Where a counsellor member is applying for a promotion to the rank of counsellor III, the member shall submit, with the application for promotion, a written indication of the 2 or more criteria set forth in 18.6.2.3(d) which the member wishes persons and committees

considering the application to use in recommending or deciding whether or not to grant the promotion. Where a counsellor member is applying for promotion to the rank of counsellor IV, the member shall submit, with the application for promotion, a written indication of the 2 or more criteria set forth in 18.6.2.4(d) which the member wishes persons and committees considering the application to use in recommending or deciding whether or not to grant the promotion. In either case, persons or committees considering a member's application for promotion shall, in the first instance, assess the member's compliance with the requirements of 18.6.2.3(d) or 18.6.2.4(d), as the case may be, using the criteria chosen by the member from one or the other clause. However, in the event that such persons or committees are of the opinion that a member has not met the requirements of 18.6.2.3(d) or 18.6.2.4(d), as the case may be, using the criteria specified by the member concerned, they may look to other relevant criteria specified in 18.6.2.3(d) or 18.6.2.4(d), to determine whether or not the member has met the requirements of the relevant paragraph.

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ARTICLE 19

FINANCIAL EXIGENCY AND REDUNDANCY

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SECTION 19.1 FINANCIAL EXIGENCY

***19.1.1** A tenured faculty member may not be laid off for purely financial reasons unless the Board has formally declared that a financial emergency exists for the entire University of Ottawa or that, for financial reasons, the number of positions within a particular faculty must be reduced. The conditions bringing about a potential financial emergency or the necessity to reduce the number of positions within a particular faculty must be identified by the Finance Committee of the Board of Governors in consultation with the Academic Planning Committee of Senate. Notice of these conditions must be given to the Association on or before 30 June in any academic year.

19.1.2

***19.1.2.1** In the notice required by 19.1.1, the Board of Governors through the Secretary of the University shall inform the Association of the creation of an ad hoc committee composed of a chair and 1 member appointed by the Board, 2 members appointed by the Senate, one of whom shall be a member of its Academic

Planning Committee, and 3 members to be appointed by the Association. The nominees to the ad hoc committee shall be appointed no later than 15 working days after the date of notice from the Secretary of the University and the recommendations of the ad hoc committee shall be filed with the Secretary of the University no later than 15 September following.

***19.1.2.2** The ad hoc committee mentioned in 19.1.2.1 shall recommend appropriate measures to be taken in order to resolve the financial problems facing the university, including, without otherwise limiting, the following subjects:

- (a) the financial measures other than, or in addition to, reduction in the full-time academic salary budget, which might be resorted to in order to prevent or minimize such salary budget reductions;
- (b) whether the utilization of other means such as early retirements, voluntary early retirements, leaves and transfers can postpone or alleviate the need to discontinue appointments;
- (c) the size of the required reduction, if any, in the full-time academic salary budget;
- (d) a set of priorities for meeting the exigency and a proposal about how any required reductions in the full-time academic salary budget could be accommodated within such priorities;
- (e) the advisability and the impact on the budget of a decrease in some academic programs.

The committee, in its report, may address the issues of whether the measures it proposes will fully or only partly resolve the financial problems, and whether the situation and the necessary measures are sufficiently serious to warrant the declaring of a financial exigency.

***19.1.3** The Board shall put a freeze on the employment of any new academic personnel in the university or faculty, as the case may be, and take no action implying an actual reduction in the number of full-time teaching positions before the ad hoc committee referred to in 19.1.2 has submitted its recommendations or before 15 September if the committee fails to make its recommendations.

- *19.1.4** The Finance Committee of the Board of Governors shall consider the recommendations of the ad hoc committee and shall report to the Board. Only after receipt of this report from its Finance Committee shall the Board be capable of declaring a state of financial exigency by reason either of a financial emergency for the entire university or that, for financial reasons, the number of positions within a particular faculty must be reduced.
- *19.1.5** If the Board declares a state of financial exigency, the Executive Committee of the Association and the Administrative Committee of the University of Ottawa shall meet no later than 15 October following the report of the ad hoc committee. The objective of those meetings shall be to explore and, if possible, agree on steps to be taken to remedy or alleviate the state of financial exigency.
- *19.1.6** If the meeting between the Executive Committee of the Association and the Administrative Committee of the University results in some agreement which may remedy or alleviate the financial exigency, this shall be put to the Board no later than 1 November. The Board shall decide whether to maintain, modify or withdraw its declaration of financial exigency.
- *19.1.7** The Board shall commit itself, in regard to a tenured faculty member who will have been laid off as a result of a declaration of financial exigency:
- (a) to grant the member preference for employment over any other candidate. If, within a period of 3 years, a position for a regular faculty member, suitable to the member's particular professional qualifications, becomes available in the University;
 - (b) to give a recalled faculty member 3 months to decide whether to accept recall and, if the offer is accepted, such applicant shall have a reasonable period of time, not to exceed an additional 12 months, to complete existing employment obligations providing that the commencement of employment shall coincide with the beginning of a term; and
 - (c) where the member is re-engaged pursuant to the above, to renew the member's tenure (subject to 19.3.3.1) and, except for counsellor or language teacher members, to recognize for purposes of admissibility for sabbatical leaves the number of years

from the time of appointment that had been accumulated at the time of the declaration of financial exigency.

***19.1.8** A non-tenured faculty member cannot be dismissed before the expiry of the member's contract, even if the Board declares a financial exigency pursuant to 19.1.1 to 19.1.6 above. A non-tenured faculty member whose contract will not have been renewed solely by reason of a declaration of financial exigency:

- (a) shall be given preference over any other applicants if, within 1 year, the financial situation of the University improves to the point where a new position suitable to the member's professional qualifications becomes available in the same academic or research unit;
- (b) shall be given 1 month to accept or turn down the recall offer;
- (c) shall retain the years of service accumulated before departure.

SECTION 19.2 PROGRAM REDUNDANCY

***19.2.1** A tenured faculty member may be laid off if the Senate decides after an evaluation of the quality and relevance of a teaching or research unit to proceed with a substantial reform of its content or the orientation of these activities, or to abandon them wholly or partly, and that this decision implies that the position of one or more tenured faculty members must be eliminated or reassigned to an area requiring another type of professional qualification. Such declaration of program redundancy must receive the formal approval of the Senate and of the Executive Committee of the Board of Governors, according to the procedures set out below.

- (a) The conditions necessary for program redundancy will have been identified by the Executive Committee of the Senate and notice thereof given to the Association on or before 30 June in any academic year.
- (b) Within 15 working days of the Executive Committee of Senate's notice of conditions suggesting program redundancy, there shall be struck an ad hoc Review Committee composed of a chair and 1 member named by the Board, 3 members named by the Senate, at least one of whom shall be a member of its Academic

Planning Committee, and 3 members named by the Association. The Review Committee shall study the situation with care, including an examination of whether the conditions identified by the Executive Committee of Senate can be alleviated by measures other than program redundancy. It shall make its recommendation on or before 15 September following its creation to the Senate and to the Board who shall make a final determination.

***19.2.2** Where the Executive Committee of the Board has confirmed a declaration of program redundancy, any reduction in the number of tenured members in any department or faculty resulting from such a declaration shall, wherever practicable, take place through attrition, including retirement or resignation, or through voluntary leaves, or through voluntary redeployment or transfer to other positions with the employer.

***19.2.3** In the event that the employer is of the opinion that, as a consequence of a confirmed declaration of redundancy, the redeployment or layoff of some tenured members is required, the employer shall, prior to implementing any redeployment or layoff:

- (a) prepare a moratorium on the hiring of new members in the discipline involved if the redundancy occurs and in related disciplines; and
- (b) prepare a detailed plan of action which sets out the employer's proposals for the redeployment of tenured members and the number of layoffs that it considers necessary; and
- (c) forward the plan to the Association no later than 15 October. The Association shall have until 15 November to advise on the proposed plan.

SECTION 19.3 REASSIGNMENT AND LAYOFF

***19.3.1** When, in accordance with the provisions of 19.1 or 19.2, the position of one or more tenured faculty members must be eliminated or reassigned for another purpose, the TPC of the faculty concerned must:

- (a) recommend which tenured faculty members will be directly affected by such a decision;
- (b) consider whether -- taking into consideration the particular teaching or

research qualifications of the tenured faculty members concerned, the qualifications of the non-tenured faculty members in the same teaching or research unit, as well as the scholarly projects of the teaching or research units in the same faculty -- It would not be preferable to retain the tenured faculty members concerned, rather than lay them off, to reassign them:

(i) either to another position presently held by a non-tenured faculty member in the same teaching or research unit, or

(ii) to another position presently held by a non-tenured faculty member in another teaching or research unit in the same faculty, or

(iii) to a vacant position within the bargaining unit.

in the event of a reassignment pursuant to (i) or (ii) above, said reassignment shall take effect at the time of expiry of the appointment of the person at present occupying the position;

(c) prior to 15 November following the declaration of the Board, submit to the Joint Committee its recommendations concerning the faculty members who must be laid off, and faculty members who could be reassigned or transferred to another teaching position. When 2 or more members considered for layoff or reassignment have equivalent qualifications and capabilities, layoff or reassignment shall be by reverse order of seniority with the employer.

19.3.2

***19.3.2.1** A tenured faculty member affected by the application of 19.3.1 will be informed in writing by her dean of the decision of the Joint Committee before 31 December of the year in which the declaration under 19.1 or 19.2 was made.

***19.3.2.2** Tenured members shall receive a minimum of 18 months' notice, with the layoff to be effective on a 30 June or 31 December. Members with limited-term regular appointments may only be laid off by means of nonrenewal of their contract; the effective date of layoff for a

member on a ~~term~~ appointment shall be the date of expiry of her most recently executed contract of

***19.3.2.3** The employer may, subject to advising the member 20 working days in advance of the actual date on which work is to cease, lay a member off with salary in lieu of notice, or a combination of notice and salary in lieu of notice, for the months remaining until the effective date of layoff stated in the notice of layoff. A member's salary for the purposes of this subsection shall be computed on the basis of the member's regular salary as of the date on which the member actually ceases work pursuant to the provisions of this section. Any salary to be paid in lieu of notice shall be paid by means of periodic payments, as if the member were not laid off. Where the employer invokes the provisions of this clause, the effective date of layoff shall thereupon be changed to be the date on which work is to cease.

***19.3.2.4** Subject to 19.3.2.5, tenured members receiving the notice provided for in 19.3.2.2 shall also be entitled to severance pay provided for under the Employment Standards Act as amended from time to time.

***19.3.2.5** Should the employer, pursuant to 19.3.2.3, lay a member off with salary in lieu of notice, or a combination of notice and salary in lieu of notice, and should such salary in lieu of notice be equal to or greater than 6 months' salary, then that salary payment shall satisfy the requirement for a severance payment under the Employment Standards Act. Should the salary in lieu of notice be less than 6 months' salary, the member shall be entitled to the full severance payment under the Act in addition to the notice and salary in lieu of notice under 19.3.2.3. Should the maximum severance payment under the Act be increased beyond 26 weeks (6 months), this clause shall be amended accordingly.

***19.3.2.6** The Joint Committee cannot order the layoff of a faculty member who, on 1 July following the evaluation made pursuant to 19.3.1 and 19.3.3.1, will be at least 55 years of age but will not yet have reached the normal retirement date set out in the University of Ottawa Pension Plan. It may order, however, that the member's salary be frozen if it is established on the basis of an evaluation of her file as required by either 19.3.1 or 19.3.3.1 that she would not meet satisfactorily in the reassigned academic

position the requirements of article 25.

***19.3.2.7** If the member is offered a reassignment to another position, she will be granted a time limit of 2 months to advise her dean, in writing, whether she accepts the reassignment or decides of her own volition to terminate her employment at the university. In the latter case, she will have the same right to notice as if the offer of reassignment had been a notice of layoff as provided for in 19.3.2.2.

***19.3.2.8** The employer may elect to offer to the member concerned an appointment to an administrative position for which she is suited in which case it will be deemed to be an offer of reassignment to another position except that if the member accepts the appointment to an administrative position, the terms and conditions of employment shall be governed by whatever terms and conditions may from time to time be applicable to that position.

***19.3.2.9** Tenured faculty members who are laid off may, during the period in which they have a right of recall, participate in the pension, life insurance, and supplementary health insurance benefits provided under article 40, provided that they make the necessary arrangements with the Human Resources Service for paying the employee contributions for those benefits, as well as the employer's contribution (determined in accordance with 40.1.1.5). For such members, the tuition fee exemption provisions of section 40.6 and regulations regarding library services will apply during the period of right of recall as if they were still employed by the University of Ottawa.

***19.3.2.10** In the event that a member who has availed herself of a second mortgage under section 40.7 is laid off pursuant to Article 19, the second mortgage will not be called in by the University, provided the proper payment is maintained with the bank. The member will be allowed a period of six months following the commencement of her layoff in which to continue with this loan/mortgage while seeking an alternative arrangement.

19.3.3

***19.3.3.1** In the course of the academic year at the end of which a faculty member will have completed 5 years after being reassigned or recalled, pursuant to 19.3.1 and 19.3.2 above, to a position in an academic unit other than the one with which she was affiliated at the time of reassignment or layoff, the TPC of the faculty:

(a) will evaluate whether the member has

been able to adapt her professional qualifications to meet the demands of the new position and whether, as a result, she continues to fulfill the requirements of article 25 relative to the granting of tenure;

- (b) in this regard, will obtain the recommendation of the TPC of the department and the chair of the department;
- (c) will undertake, in this regard, whatever consultations it might consider to be appropriate among the peers of the member chosen from outside the University;
- (d) will submit to the Joint Committee, before 15 November, a recommendation either in favor of the renewal of tenure, or in favor of the repeal of tenure and the dismissal of the member as of the following 30 June.

The decision of the Joint Committee will be communicated to the member by her dean, in writing, no later than 31 December.

***19.3.3.2** A faculty member who is refused tenure pursuant to 19.3.3.1 shall be entitled to Severance pay provided for under the Employment Standards Act as amended from time to time.

***19.3.3.3** The FTPC recommendations and Joint Committee decisions provided for in 19.3.3.1 can be appealed and grieved in accordance with the procedures for grievances described in article 13, with reference to arbitration as provided for in 13.4.6.

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ARTICLE 20

ACADEMIC ACTIVITIES

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SECTION 20.1 GENERAL PROVISIONS

The functions of a member of the academic staff include, in varying proportions:

- (a) teaching activities;
- (b) scholarly activities revealed by research, artistic or literary creation, or professional work
- (c) academic service activities.

Specific activities corresponding to those 3 functions are listed in the next 3 sections, it being understood that these lists are not exhaustive and are not in order of priority.

SECTION 20.2 TEACHING

Teaching includes the following activities:

- (a) giving courses, conducting seminars, guiding tutorials and laboratories, and

supervising individual study projects;

- (b) preparing and correcting assignments, tests and examinations;
- (c) guiding the work of teaching assistants, markers and laboratory instructors;
- (d) guiding and evaluating students' individual work, such as theses and papers;
- (e) granting individual consultations outside of class or laboratory time;
- (f) participating in the development of teaching methods, programs or course content;
- (g) preparing instructional material, laboratory exercises and course notes for the member's own students; and
- (h) writing textbooks,

All other activities in which the member engages for the purpose of preparing courses and seminars, including those undertaken to ensure that her teaching is in keeping with the current state of the subject taught, are considered teaching activities.

SECTION 20.3 SCHOLARLY ACTIVITIES

20.3.1 General provisions

20.3.1.1 Scholarly activities are those which contribute:

- (a) through research, to the advancement of knowledge in a discipline;
- (b) through artistic or literary creation, to the advancement of the arts and the letters;
- (c) through various professional activities, to the advancement of a profession.

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

20.3.1.3 It is understood that the existence of scientific, artistic or literary works, or professional activities is not-- in and of itself-- proof of competence or satisfactory performance in scholarly activities.

20.3.2 Research

20.3.2.1 Research includes the following activities:

- (a) defining, developing and carrying out research projects individually or with others;
- (b) conducting critical and carrying out critical analyses of existing knowledge;
- (c) presenting the results of research or critical studies at, or actively participating in, scholarly meetings, colloquia, or research groups;
- (d) preparing reports, articles, chapters or books presenting results of the member's research or critical studies, including works published in collaboration with others;
- (e) guiding master's and doctoral theses, provided such guidance contributes to the advancement of knowledge;
- (f) preparing innovative textbooks, and developing innovative teaching materials or methods, which may be used by others;
- (g) work done under contract, provided it contributes to the advancement of knowledge, and the results are accessible in a form permitting peer evaluation;
- (h) editing of a scholarly publication, where there is evidence that the member's work extends beyond customary editorial duties and includes a significant contribution to the advancement of knowledge.

20.3.2.2 Any work related to the immediate and normal preparation of courses is not considered part of research activities, in the sense of this collective agreement.

20.3.3 **Artistic or literary creation** Artistic or literary creation Includes the following activities:

- (a) producing original works or forms of expression;
- (b) conceiving, developing and carrying out for publication artistic projects or literary criticism.

20.3.4 **Professional activities** Professional activities Include:

- (a) making contributions to the practice of a profession beyond those normally required of a practitioner who is not a university professor;
- (b) making valuable contributions to the advancement of the profession itself.

***SECTION 20.4 ACADEMIC SERVICE**

Academic service activities Include specific activities such as the following:

- (a) administrative activities such as chairing a department, or coordinating undergraduate studies within a department;
- (b) participating in the work of committees of a department, a faculty, or the university, or otherwise contributing to the effective operation of the University of Ottawa or one of its constituent parts;
- (c) contributing to the effective operation of the Association by serving as an officer of the Association or on its Board of Directors, or participating in the work of one of its committees or constituent parts;
- (d) contributing to the effective operation of AUCC, CAUT or OCUFA by serving on their governing bodies or participating in the work of their committees;
- (e) counselling or advising students;
- (f) serving as a thesis examiner, at the University of Ottawa or elsewhere;
- (g) refereeing submissions to scholarly

publications;

(h) editing scholarly publications;

(i) contributing to the effective operation of learned or professional societies by serving on their governing bodies or participating in the work of their committees;

(j) contributing to the effective operation of granting agencies or evaluation organizations, such as MRC, SSHRC, NSERC or OCGS, as examiner or committee member;

(k) contributing to community projects which are related to the role of the university.

SECTION 20.5 LIBRARIAN ACTIVITIES

5 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 to the extent that the workload established annually in accordance with 2.1. The professional activities of a member may include, but are not limited to:

(a) providing information services (including reviewing, researching of relevant sources, and providing information services to staff and their management) and consultation (including relevant activities);

(b) ensuring collection development (developing and maintaining collection development policies, selecting and researching information sources for acquisition, making expert recommendations, negotiating and managing licenses, overseeing allocated budgets and making qualitative and quantitative evaluations of collections and their use to determine their relevance as well as to respond to the needs of OCGS, CARL or other organizations);

(c) ensuring access to, and controlling of, the collections (metadata, original cataloguing, quality control of derived cataloguing, advanced searching, development and monitoring of internal standards and

authority control);

(d) teaching research methodology to the student community at all levels as well as the faculty community, developing training tools, course notes, in the member's areas of specialization;

(e) preparing research tools (pathfinders, help guides) in electronic formats and bibliographic works in digital format; maintaining quality control of activities related to the production of research bibliographies or teaching tools;

(f) representing the Library Network to departments, faculties, schools, programs and services of the University, other universities, and to vendors, according to the member's areas of specialization and promoting the activities of the Library Network;

(g) providing orientation and training to new librarians and others, and as needed, ongoing training; developing training programs and related materials;

(h) participating in professional activities of the Library Network that are related to library administration; such as contributing to the effective operation of CLA, IFLA, IFLA, IFLA, or other organizations by serving on their advisory bodies or participating in the work of their committees.

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

20.5.2 Administrative activities

*20.5.2.1

A librarian member's *administrative activities* shall be those described in the member's job description established in accordance with 22.3.2, together with specific goals and objectives established annually in accordance with 23.5.2.1. These administrative activities comprise the following: direction of a service, department or library; supervision of employees; management of activities, services

or budgets (this last point does not refer to spending allocated amounts in a discipline or group of disciplines); coordination of a specific activity within a service or department, library, or the Library Network; responsibility for policies and procedures: chairing of a committee or similar entity, and management of a project; planning, developing and ensuring the implementation of the required infrastructures for the good functioning of the Library Network by evaluating and analyzing needs, performance, and problem solving as required.

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

20.5.3 Scholarly activities

***20.5.3.1** General provisions

***20.5.3.1.1** A librarian's scholarly activities are those which contribute:

- (a) through research activities to the advancement of knowledge in her area of specialization;
- (b) through artistic/literary creation to the advancement of the arts and letters;
- (c) through various professional development activities to the advancement of the library profession.

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

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

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

***20.5.3.2** Scholarly activities for librarians contribute to the advancement of knowledge and include, but are not limited to:

- (a) conceiving, developing and carrying out research projects, individually or with others;
- (b) conceiving, developing and carrying out critical or innovative analyses of existing knowledge, including bibliographic analyses;
- (c) presenting the results of research or critical studies at, or actively participating in scholarly meetings, colloquia, or research groups;
- (d) preparing reports, articles, chapters or books presenting results of the member's research or critical studies in a form accessible to the profession;
- (e) academic study leading to a post-secondary degree (including a doctorate) not previously held by the member in a field relevant to the member's area of specialization;
- (f) work directly contributing to the advancement of knowledge, and the results are accessible in a form permitting peer evaluation;
- (g) editing of a scholarly publication, where there is evidence that the member's work extends beyond customary editorial duties and includes a significant contribution to the advancement of knowledge;
- (h) developing new electronic applications (eg, tools or systems) that improve library activities such as information literacy training or information retrieval.

***20.5.3.2.1** Any work directly overlapping with the immediate day-to-day fulfillment of professional activities as defined in her job description is not considered part of research activities, in the

sense of this collective agreement.

***20.5.3.3** **Artistic or literary creation** Artistic or literary creation includes the following activities:

- (a) producing original works or forms of expression;
- (b) conceiving, developing and carrying out for publication artistic projects or literary criticism.

***20.5.3.4** **Professional development activities**
Professional development activities include:

- (a) making contributions to the practice of a profession beyond the immediate, day-to-day fulfillment of professional activities as defined in the librarian's job description.

These include, but are not limited to:

- (i) writing or developing innovative teaching methods and materials for use within the Library Network or in the library profession;
 - (ii) successful completion of an internship of not less than 6 weeks which is of benefit to the Library Network or the profession.
- (b) making valuable contributions to the advancement of the profession itself:
 - (i) participating in the professional community, individually or with others, making presentations, briefings or seminars, etc.

***20.5.4** **Academic service activities** A librarian member's academic service activities include, but are not limited to:

- () participating in the work of committees, project task forces, ad hoc committees, working groups, etc. in the Library Network or University of Ottawa contributing to the effective operation of the University of Ottawa of its constituent institutions. It is understood that chairing such groups is an administrative activity under 20.5.2;

- (b) contributing to the effective operation of the Association by serving as an officer of the Association or on its Board of Directors, or participating in the work of one of its committees or constituent parts;
- (c) contributing to the effective operation of AUCC, CAUT or OCUFA by serving on their governing bodies or participating in the work of their committees;
- (d) refereeing submissions to scholarly or professional publications;
- (e) editing scholarly or professional publications;
- (f) contributing to the effective operation of learned or professional societies by serving on their governing bodies or participating in the work of their committees;
- (g) contributing to community projects which are related to the role of the University.

SECTION 20.6 LANGUAGE TEACHERS

20.6.1 **General provisions** The functions of a language teacher include, in varying proportions, teaching activities, scholarly activities, and academic service activities. The provisions of article 20 apply to language teachers, *mutatis mutandis*.

20.6.2 **Teaching**

20.6.2.1 Teaching activities of a language teacher include those listed in section 20.2 of this agreement. In particular, and without this clause being exhaustive, the teaching of language includes the active participation in the classification of students, preparation of instructional material for language classes or laboratories, participation in professional development activities, preparation and supervision of examinations, preparation and supervision of language tests, participation in student registration activities.

20.6.2.2 **Scholarly activities** A language teacher's scholarly activities may include, without being limited thereto, the duties listed in subsection **20.3.2**. For the evaluation of a language teacher's scholarly activities, in particular for language teachers III and IV, the following points shall be taken into account, in addition to the traditional concept of research:

- (a) the frequency of invitations, by educators, to organize and lead workshops and pedagogical seminars;
- (b) the preparation and production of instructional material of good quality;
- (c) clearly identifiable participation in innovative instructional programs;
- (d) the development of assessment instruments;
- (e) clearly identifiable participation in research projects in the teaching or learning of languages..

***20.6.3** **Academic service** A language teacher's academic service activities may include, but are not limited to, any of the activities described in 20.4. With respect to those activities referred to in **20.4(k)**, it is understood that the contributions in question are related to the member's professional expertise.

SECTION 20.7 COUNSELLOR ACTIVITIES

***20.7.1** **Professional activities** A member's professional activities include, but are not limited to the following:

- (a) personal, educational or career counselling of individuals, including activities such as interviewing clients, the diagnosis and clarification of clients' problems using appropriate techniques; the selection of individuals in counselling; and the recording and analysis of essential case information;

- (b) personal, educational or career

counselling of groups, including activities such as the development of group programs, the selection and preparation of groups, the training of groups and the leading of groups;

- (c) the development and maintenance of the member's professional competence and effectiveness as a counsellor, including keeping up-to-date in her areas of professional competence;
- (d) training and providing consultation services to persons or groups in the University of Ottawa community, in matters related to the member's professional counselling expertise.

20.7.2 Scholarly activities

***20.7.2.1** A counsellor member's scholarly activities are those which contribute to the advancement of knowledge in her area of expertise or to the advancement of her profession. Without limiting the generality of the foregoing, the scholarly activities of counsellor members shall be primarily concerned with practical or clinical considerations. A counsellor member's scholarly activities shall have among their primary objectives one or more of the following:

- (a) the increased understanding of the needs, problems and characteristics of University of Ottawa students, or of the University of Ottawa or some of its constituent parts, and the possible interaction of such needs, problems and characteristics;
- (b) the improvement of services rendered by the Counselling and Personal Development Service;
- (c) the increase of knowledge and understanding of counselling and of the influence of counselling programs on student development.

***20.7.2.2** A counsellor member's scholarly activities may include, but are not limited to, any of the following:

- (a) the activities described in 20.3.2.1(a), (b), (c), (d), (g);
- (b) writing and developing innovative counselling methods, instruments, techniques or procedures for use by professional counsellors within or outside

of the Counselling and Personal Development Service;

- (c) studies of counselling outcomes, methods, techniques and procedures;
- (d) the training and supervision of graduate students in an area related to the member's competence.

***20.7.3 Academic service activities** A counsellor member's academic service activities may include, but are not limited to, any of the following:

- (a) the activities described in 20.4(c), (d), (9), (h), (i), and (k);
- (b) administrative activities in the Counselling and Personal Development Service;
- (c) participating in the work of committees of the Counselling and Personal Development Service, a department, faculty, or the institution, or of a subsidiary of the University of Ottawa or one of its constituent institutions;
- (d) serving the University of Ottawa community by making available her or his time to the institution in a manner which is outside the scope of the counsellor member's regular duties.

With respect to activities referred to in 20.4(k), it is understood that the contribution in question is related to the member's professional development and that the member receives only token remuneration for the work, if any.

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SECTION 21.1 FACULTY MEMBERS

***21.1.1** Every faculty member shall have the right and responsibility to devote a reasonable proportion of her time:

(a) to ~~developing~~ and ~~maintaining~~ her competence and ~~effectiveness~~ as a teacher and to ~~ensuring~~ that her ~~teaching~~ reflects the current state of knowledge:

(b) to scholarly ~~activities~~ directed to the advancement of knowledge, arts or literature, or a profession;

(c) to academic ~~service activities~~.

***21.1.2** Every faculty member shall have the right and responsibility:

(a) to adopt reasonable means to foster and ~~maintain~~ a productive and orderly learning ~~environment~~ in the courses assigned to her:

(b) to organize course content and classroom or laboratory ~~activities~~ and employ methodology and didactic material, including textbooks, for the ~~courses~~

assigned to her, in a manner appropriate to the course and consistent with relevant academic standards and course descriptions approved by Senate, it being understood that in the case of multi-section courses the chair and the departmental assembly may jointly choose common didactic materials, including textbooks, where it can be shown that this choice is justified by valid academic reasons and does not impose ideological conformity on the members concerned;

- (c) to evaluate students' performance objectively in a manner appropriate to the course, consistent with relevant academic standards and marking scales approved by Senate, it being understood that any procedural rules adopted by a faculty council and approved by Senate must also be observed.

***21.1.3**

A faculty member shall:

- (a) in accordance with the course description as adopted by Senate, teach the courses assigned to her on the date, at the times, and in the places designated by the competent authority, except where changed by mutual agreement of the member and her dean or the dean's delegate;
- (b) determine a reasonable number of regularly scheduled office hours when she will be available to students for consultation, post these at her office door, and communicate them to the students and to her chair;
- (c) inform her students, at the beginning of a course, regarding course requirements, instructional and evaluation methods, and the nature and timing of assignments, projects and examinations;
- (d) not schedule final examinations outside the period designated for that purpose by the appropriate authority;
- (e) proctor end-of-term examinations (other than so-called take-home examinations) for courses taught by the member, unless other arrangements are either authorized or made by the appropriate authority;
- (9) comply with administrative procedures and deadlines as may be necessary for the well-ordered operation of the university,

provided that these procedures and deadlines have been promulgated by the appropriate authority and communicated to members;

- (g) submit students' final course marks as soon as possible but in no case later than 10 working days after the final or supplemental examination, except where the dean or the dean's delegate consents to a longer period of time;
- (h) not miss, cancel, terminate, or reschedule any scheduled teaching activity without good cause and, where such changes occur, shall notify the dean or her delegate as soon, or as far in advance, as possible.

SECTION 21.2 LIBRARIANS

"21.2.1 Every librarian member shall have the right and responsibility:

- (a) to carry out the duties and responsibilities of her position as described in that member's job description;
- (b) to participate in the effective operation of the Library Network units to which she is attached by making her views known to her immediate supervisor, the head of the relevant administrative unit or the chief librarian;
- (c) to serve on Library Network peer committees and advisory committees in accordance with the provisions of this agreement;
- (d) to act fairly, ethically and without discrimination, and foster a free exchange of ideas, in her dealings with users of library services;
- (e) to respect the principles of confidentiality in a manner consistent with the effective performance of her professional duties;
- (f) to adopt reasonable means to maintain a productive and orderly environment in the library, conducive to learning and the conduct of research and other scholarly activities;
- (g) to devote a reasonable proportion of her time to developing and maintaining her

petence and effectiveness as a professional librarian.

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

- (a) academic service activities as defined in 20.5.4(a) and 20.4(c) and (d), it being understood that the chief librarian shall be informed of such activities and that, except where otherwise provided for in this agreement, the main functions of a librarian remain the ones mentioned in her job description;
- (b) scholarly activities or academic service activities as defined in 20.4(l) and (k), provided the chief librarian is informed of the extent and general nature of such activities, and she does not find that they are likely to be detrimental to the member's performance of the duties specified in her job description.

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

***21.2.3** Where a member wishes to engage in scholarly or academic service activities to such an extent that these activities cannot reasonably be combined with the performance of the member's assigned duties during normal working hours, the member may apply for a temporary workload modification in accordance with 22.3.1.3.

SECTION 21.3 LANGUAGE TEACHERS

***21.3.1** Every language teacher member shall have the right and responsibility to devote a reasonable proportion of her time:

- (a) to developing and maintaining her competence and effectiveness as a

teacher:

(b) to academic service activities.

***21.3.2** Every language teacher member holding the rank of language teacher III or IV shall have the right and responsibility to devote a reasonable proportion of her time to scholarly activities directed to increasing knowledge and understanding or increasing the member's scholarly competence.

***21.3.3** The provisions of 21.1.2 and 21.1.3 apply *mutatis mutandis* to language teacher members.

SECTION 21.4 COUNSELLORS

***21.4.1** Every counsellor member shall have the right and responsibility to devote a reasonable proportion of her time to teaching and maintaining her competence and effectiveness as a counsellor.

***21.4.2** Every counsellor member shall have the right and responsibility:

- (a) to carry out the duties and responsibilities of her workload in a competent and professional manner;
- (b) to participate in the effective operation of the Counselling and Personal Development Service by making her views known to the director of the Counselling and Personal Development Service;
- (c) to serve on Counselling and Personal Development Service peer committees and other University of Ottawa committees in accordance with the provisions of this agreement;
- (d) to act fairly, ethically and without discrimination, and foster a free exchange of ideas and information, in her dealings with clients of the Counselling and Personal Development Service;
- (e) to respect principles of confidentiality in a manner consistent with the performance of her professional duties;
- (f) to adopt reasonable means to maintain a productive and orderly environment in the

Counselling and Personal Development
Service, conducive to effective counselling.

- *21.4.3** A counsellor member engaged in the training and supervision of students in an area related to her professional competence, as part of her workload, shall have the right and responsibility to:
- (a) organize classroom or clinical activities, select teaching materials, and employ methodology, for the supervision and training of the students assigned to her, in a manner appropriate to the activity and consistent with relevant and duly approved rules and guidelines;
 - (b) to adopt reasonable means to foster and maintain a productive and orderly learning environment for the activities assigned to her;
 - (c) to evaluate the performance of the students objectively, in a manner consistent with relevant and duly approved rules and guidelines;
 - (d) to avoid acting in the conflicting roles of professional counsellor and supervisor in relation to the same student.

***21.4.4** A counsellor member shall not be required or obliged to engage in scholarly or academic service activities which are not part of her assigned duties as described in section 22.5. However, every counsellor member shall have the right to devote a reasonable proportion of time to scholarly or academic service activities. This includes the right to engage in such activities during a member's regular working hours provided that the director of the Counselling and Personal Development Service is informed of the extent and general nature of such activities, and does not find that they are likely to be detrimental to the member's performance of assigned duties.

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SECTION 22.1 GENERAL PROVISIONS (FACULTY MEMBERS)

22.1.1 Workload

***22.1.1.1** The total workload of a faculty member comprises several functions, including teaching (section 20.2), scholarly activities (section 20.3), and academic service activities (section 20.4).

***22.1.1.2** The exact distribution of this workload depends on *the* particular aptitudes of the **member**, on her discipline, on the opportunities she has to carry out scholarly activities and academic service and to accept specific administrative duties, and on the needs and priorities of the University of Ottawa and its constituent units. Without minimizing the importance of academic service, the parties nonetheless agree that, in the long run, a faculty member's workload must reflect her two principal functions, namely teaching and scholarly activities.

- *22.1.1.3** For a given year, a member's workload includes the activities set out by the dean in accordance with the provisions of 22.1.2, as well as all the tasks the member carries out in the performance of her functions and responsibilities as described in articles 20 and 21.
- *22.1.1.4** As part of her workload, a member is expected to remain active, in terms of teaching and scholarly activities, in the area(s) of her discipline in which the programs of her department continue to require her participation, it being understood that the dean shall not assign specific research, creative, or professional activities to a member.
- *22.1.1.5** Only teaching duties which carry a course code are assignable, whether they are scheduled or not, it being understood that the supervision of students registered for thesis work cannot be assigned without the member's consent and that such consent shall not be unreasonably withheld.
- *22.1.1.6** The dean may assign to a member an administrative task, other than the chair of a department, only where such assignment is clearly necessary for the effective functioning of the member's department, it being understood that such assignment requires prior consultation with the member and, whenever possible, the member's prior consent.
- 22.1.2** Annual description
- *22.1.2.1** A faculty member's workload is spread out over the three terms (spring/summer, fall, and winter) of the academic year which, for the purposes of this article, starts 1 May and finishes the following 30 April. The workload is communicated to the member by the dean in writing before 1 May, subject to the provisions in 22.2.4.3.
- *22.1.2.2** Without limiting the generality of the principles stated in 22.1.1, and subject to other provisions of this agreement, the description sent by the dean to the member shall include:
- (a) a description of the member's *teaching assignment*, which comprises all scheduled and nonscheduled teaching duties assigned to her or which she has agreed to assume;
 - (b) reference to activities, which may be

academic service or any other activities consistent with the member's role as a university professor, which require a significant portion of the member's time and an adjustment in some component(s) of the member's workload or some special arrangement between the member and the employer.

and shall be deemed to include the general description of the scholarly activities to which, according to her annual report, the member intends to devote a portion of her time during the academic year, it being understood that this does not prevent the dean from communicating with the member under 23.1.2.3.

*22.1.2.3 Except as provided for in 22.1.1.6, activities comprised in 22.1.2.2(b) shall not be assigned to a faculty member unless:

(a) the member agrees to accept the assignment and the arrangement in writing;

(b) the dean does not cause the assignment to be made to a faculty member whose colleagues in a relevant field of peers

SECTION 22.2 TEACHING

1 Teaching load

*22.2.1.1 In each department, the normal teaching load for full-time faculty shall be determined by the actual teaching loads in that department in the academic years 1992-1994 and 1995-1997. Except pursuant to 22.2.1.7, the normal teaching load per member for a department shall not be increased during the period covered by this agreement.

*22.2.1.2 The teaching load of a faculty member shall not differ substantially from the normal teaching load per member for her department except where

(i) such differences are justified by factors such as those in 22.2.1.3; or

(ii) such differences are justified by the extent of the member's respective other or non-scheduled teaching duties such as supervision of individual work or studies by

undergraduate or graduate students, or
responsibility for directed reading courses;
or

- (c) such differences occur pursuant to
22.2.1.4 or 22.2.1.5.

***22.2.1.3** 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:

- (a) the expected class size;
- (b) whether the member will be responsible for the supervision of laboratory work as part of the scheduled courses;
- (c) the availability of markers or teaching assistants;
- (d) whether an assigned course will be one that the member has not taught before, or one where the member's former approach will undergo substantial revisions;
- (e) the member's area of expertise;
- (f) the number of distinct courses to be taught by the member;
- (g) the level and the type of the course;
- (h) the location of the course (on or off-campus);
- (i) special factors, such as filming or broadcasting of lectures, or the use of teleconference teaching.

***22**

A member's teaching load may be less than provided for in 22.2.1.2:

- (a) when such reduction is justified by academic service activities and the like included in the member's workload; or
- (b) where, subject to budgetary feasibility, such reduction is justified by the member's exceptionally heavy involvement in

scholarly activities; or

- (c) where other circumstances exist which, in the dean's opinion, justify a relatively lighter teaching load for this member for the academic year in question.
- (d) so that a newly appointed junior member may balance the need for time to prepare new courses and to establish a research program, it being understood that, where this reduction is applicable, a reference to it, to its size, and to its duration will appear in the member's initial contract.

Where 22.2.1.4(d) applies, the member's initial contract will include mention of the following: "The normal teaching load in the name of **department or faculty** is **##**. New junior assistant professors in the **department/faculty** receive a reduction in teaching load of not less than **##** for **period**. Reductions may be greater under certain circumstances. In your case, you will receive a reduction of **##** for the **period**."

***22.2.1.5** A member's teaching load may be more than provided for in 22.2.1.2

- (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.

***22.2.1.6** The provisions of 22.2.1.4 and 22.2.1.5 can only be applied with the agreement of the member and the dean. In the case of 22.2.1.5 the member shall not unreasonably refuse such agreement. Where the member and the dean agree to such an arrangement, the terms of the arrangement shall be explicitly recorded in the

member's file and shall be taken into account in the course of any future evaluation of the member's performance,

- *22.2.1.7** Notwithstanding 22.2.1.1, the employer may modify the normal teaching load in a department provided that:
- (a) relevant indicators of actual teaching loads, when applied uniformly to all departments, show that the actual loads in that department are clearly different from the actual teaching loads in other departments with generally comparable teaching activities; and
 - (b) the employer has, prior to implementing the modification, consulted the department concerned and the Association.

***22.2.1.8** The employer shall send to the Association, in addition to the data already mentioned in subsection 7.3.1, copies of the information sent to the members pursuant to 22.2.4.2 concerning teaching duties within their departments and, if the employer proposes to modify the normal teaching load per member in a department, any other data used by the employer to compare the teaching activities of the departments.

22.2.2 Distribution of the teaching load

- 22.2.2.1** Any member's scheduled teaching duties shall be limited over 2 of the 3 terms of an academic year, it being understood that:
- (a) the above provisions may be set aside with the prior consent of the member concerned;
 - (b) where a member's dean requests that the member accept a teaching assignment which comprises scheduled teaching duties for 3 consecutive terms, and such assignment is necessary for the effective functioning of a cooperative program, the member shall not unreasonably refuse;
 - (c) the special scheduling pattern prevalent in the Faculty of Education in relation to the B.Ed. program which was in effect in the 1983-1984 and 1984-1985 academic years may continue throughout the period covered by this agreement;

- (d) where a member's dean requests that the member accept the spring/summer term as one of the 2 terms comprising scheduled teaching duties, the member shall not unreasonably refuse.

22.2.2.2 As far as possible, the employer shall not -- unless the member agrees otherwise -- include in the member's workload more than 1 course per term finishing after 7 p.m., it being understood that more than 1 course will not be included without prior consultation with the member, and unless justified by reasons related to the nature of the student clientele.

22.2.3 Provisions applying specifically to certain types of teaching

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,

shall not be included in a member's workload or in this member's prior workload, when applicable, only after any special arrangements that may be required have been approved upon.

22.2.4 Procedures

***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 department chair shall prepare and forward to the dean a recommendation regarding the teaching duties to be assigned to each department member in the coming academic year.
- (b) Prior to formulating her recommendation, the chair shall consult the member concerned. If the member is one of the full-time faculty, the recommendation shall be established by the chair.
- (c) A member's teaching assignment shall be determined by the dean upon giving proper consideration to the recommendation of

the member's department chair and any opinions forwarded to the dean by the member's DTPC.

22.2.4.2 When a dean informs a member of her teaching assignment for the next academic year, she shall also inform her of the other department members' teaching assignments.

***22.2.4.3** Where a member's workload includes scheduled teaching duties for the spring/summer term, these shall be committed in writing no later than 1 April.

22.2.4.4 A member's workload shall not be changed after 1 May unless the change is clearly necessary by the circumstances. Such change is subject to consultation as possible and shall be agreed by the member with the member's department chair.

22.2.4.5 Should a member's workload have to be changed, for instance when a course is cancelled because of insufficient registration, the dean may ask the member either:

- (a) to teach another course during the same academic year, when it is reasonable to believe that the member can do so without serious difficulty due to short notice;
- (b) or to teach an additional course at some mutually agreed upon time;
- (c) or to reallocate the resulting free time among the other components of her workload.

The cancellation of a course due to insufficient registration shall not, in and of itself, be interpreted in a manner prejudicial to the member.

22.2.4.6 Should a member's workload increase after 1 May, for example when the member accepts, in whole or in part, the offer of a new position, the member may, as agreed to by the member's department chair and the dean:

(a) obtain a reduction of teaching load for the current year, for the current year, or the next year;

(b) or have other components of her workload

reduced for the current year;

- (c) or receive a **salary** supplement at the rate set out in 41.6.1 for the extra teaching performed.

***22.2.4.7** There shall be available in the office of the department by 15 February an updated list of the teaching duties of the

***22.2.5** **Additional teaching** Faculty members may request to teach courses in addition to their assigned teaching load subject to the following conditions.

- (a) The request shall be submitted to the department chair before the chair forwards the proposed teaching assignments to the dean,

- (b) The dean may refuse to assign an additional teaching load to a member if:

(i) after consultation with the chair, she determines that no other person is more suitable to teach that course;

(ii) after consultation with the chair and the DTPC and the FTPC, she determines that this is likely to interfere with the quality of the member's performance of workload duties.

- (c) In any one academic year, a member's "additional teaching" shall not exceed the equivalent of 2 regular one-term courses. Involvement in additional teaching cannot compensate for weakness of the member's performance in other components of workload.

- (d) Compensation for additional teaching shall be in addition to the member's salary and shall be in accordance with 41.6.1.

The chair shall inform the department members who have requested additional courses of those courses which will not be staffed by members as part of their teaching assignment.

22.3.1 General

- *22.3.1.1 The workload of a librarian member consists of:
- (a) those duties which are clearly and specifically identified in the job description established for the position held by the member;
 - (b) any other related duty that the employer may reasonably require, it being understood that the member shall not be requested to perform any scholarly activity or specific administrative duty if such activity or duty is not specifically referred to in the job description for the position held by the member;
 - (c) any academic service or scholarly activities to which the member wishes to devote a portion of her working hours, it being understood that the member must comply with the provisions of subsection 21.2.2 and that her involvement in such activities is not detrimental to the member's performance of the duties specified in the job description;
 - (d) any extra duties assumed by the member pursuant to subsection 22.3.4.
- "22.3.1.2 A librarian member's workload shall be such that the required duties and activities, other than extra duties assumed pursuant to 22.3.4; can reasonably be expected to be performed during her normal working hours.
- 22.3.1.3 Notwithstanding the provisions of 22.3.1.1(b), the chief librarian may, at the request of a member, temporarily modify the member's job description and include in her workload a specific scholarly activity or a particular academic service activity. In such an event:
- (a) the modification of the workload shall remain in effect only for a short period of time;
 - (b) the specific activity in which the member wishes to engage shall be among those subject to the performance appraisal at the end of the year;
 - (c) such a request shall not be granted to the detriment of the needs of the service and

must not involve, with the consent of the chief librarian, the performance of duties in her regular job description or other additional cost to the employer. It shall do its utmost to accommodate all requests.

22.3.2 Job Description

22.3.2.1 There shall be a written job description for every librarian position. A job description shall contain a clear, precise and complete statement of the tasks and responsibilities of the incumbent, as well as the administrative unit to which the position is normally attached.

*22.3.2.2 A job description in existence at the time of ratification of this agreement shall constitute a job description for the purposes of this agreement.

22.3.2.3 The job descriptions for positions may be equivalent functions, although in different units or libraries of the Library Network. Positions will be considered equivalent when they require essentially the same qualifications and may be filled by any librarian having such qualifications without any form of training other than the usual adaptation to a new position. A librarian may be transferred from one position to another in accordance with the provisions of Article 31.5.

*22.3.2.4 Any new or revised job description shall be established by the Administrative Committee or its delegate, upon recommendation of the chief librarian, it being understood that:

- (a) before formulating her recommendation, the chief librarian shall consult the immediate supervisor and the LPC about the job description, and shall forward to the employer the opinions of the LPC on this matter;
- (b) the employer shall give proper consideration to the recommendations of the chief librarian and of the LPC before making a decision;

(c) the chief librarian shall promptly inform the LPC of the decision of the employer.

22.3.3 Working hours

22.3.3.1 The normal work week of a librarian member shall be ~~36.25~~ hours, on an annual average. From 1 September to 31 May, the normal work week shall be **37.5** hours; from 1 June to 31 August, the normal work week shall be **32.5** hours. For the purposes of this subsection, a "week" means 7 consecutive days, from Monday to Sunday,

22.3.3.2 The regular hours of work shall be from **8:30** a.m. to 5 p.m., Monday to Friday, September to **May**; and from **8:30** a.m. to 4 p.m., Monday to Friday, June to August. This schedule includes **■** unpaid hour for lunch.

***22.3.3.3** The chief librarian or her delegate ~~establishes~~ individual and group work schedules for librarian members which provide for efficient organization and satisfy the needs of the university community, while respecting the spirit of this subsection. Work schedules may involve evening or weekend work as well as schedules which meet both the needs of the Library Network and the preferences of the librarians concerned. In particular, and without limiting the generality of the foregoing, a librarian member may fulfill her normal weekly working hours requirement for one or two weeks in **4, 5** or **9** days, respectively, provided she obtains the consent of the chief librarian or her delegate in advance.

***22.3.3.4** When a librarian is scheduled to work on a weekend, her normal working hours (determined according to **22.3.3.1**), for the week immediately following, shall be reduced by a number of hours equal to *the sum* of: the number of hours worked in excess of normal working hours during the week comprising the weekend and 0.5 times the number of hours worked on the weekend. Instead of the foregoing, the member's schedule for the week comprising said weekend may be modified, by agreement of the member and her immediate supervisor and with the prior approval of the chief librarian or her delegate, so that the total number of hours worked during the week be equal to: normal working hours less 0.5 times the number of hours worked on the weekend. Such time off shall be scheduled by the member and her immediate supervisor, with

the approval of the chief librarian or her delegate.

***22.3.3.5** Where a librarian member's normal weekly working hours for a week (determined pursuant to **22.3.3.1** and **22.3.3.3**) comprise work on an official holiday, Easter Sunday, or the Saturday immediately preceding Easter, the member shall be entitled, in addition to her regular salary for the hours worked, to take time off, with pay, equal to 1.5 hours for every hour worked on any such day. Such time off shall be scheduled by the member and her immediate supervisor, with the approval of the chief librarian or her delegate.

***22.3.3.6** Any hours worked by a librarian member in excess of 40 hours in 1 week, at the request of the employer, shall be considered to be overtime. A member shall be paid for overtime hours at a rate of 1.5 times the member's rate of pay for regular working hours, as calculated on the basis of the member's nominal salary. A member may be required by the employer to work overtime hours only in exceptional circumstances, to meet a short-term need of the Library Network. The employer shall take every possible measure to prevent the unreasonable or excessive exercise of the right to require a member to work overtime hours. A member may not be required to work any hours in excess of 8 hours per day or 48 hours in 1 week, unless the member agrees otherwise. Notwithstanding the foregoing, the number of hours worked by a member in excess of 48 hours per week during a single calendar year shall not exceed the maximum of 100 hours authorized by the Ministry of Labour for the University of Ottawa.

22.3.4 Supplementary tasks

22.3.4.1 Supplementary tasks are activities or duties which the chief librarian or her delegate may ask a librarian member to perform in addition to or instead of those set out in the job description for the position occupied by the librarian, and which may not reasonably be considered to be included in one of the components of the Job description.

22.3.4.2 When the chief librarian or her delegate asks a librarian to perform supplementary tasks, she must specify, in writing:

- (a) the supplementary **tasks** to be performed;
- (b) the **tasks** in the job description for the librarian's position which the librarian shall not perform, if applicable;
- (c) the length of the period in which the supplementary tasks are to be performed;
- (d) any other condition concerning the performance of the supplementary **tasks** by the librarian, including the specification of any additional remuneration to be awarded for the performance of supplementary **tasks**.

The member shall indicate in writing whether or not she agrees to perform the supplementary tasks requested by the chief librarian or her delegate. The member shall not exercise her right of refusal unreasonably.

22.3.4.3 A member who is asked by the chief librarian to perform supplementary **tasks** without a proportional reduction in the duties appearing in her job description shall receive a salary supplement equal to 1 PTR. If the member performing supplementary **tasks** obtains a proportional reduction in the duties appearing in her job description, she shall not receive any salary supplement.

22.3.4.4 The period during which supplementary **tasks** are performed may be renewed. In such an event, the provisions of **22.3.4.2** and **22.3.4.3** shall apply.

SECTION 22.4 LANGUAGE TEACHERS

***22.4.1** **General** A language teacher member's workload consists of *assigned* duties, which are assigned by the member's dean, and *other academic duties*, which are determined by the member, both in accordance with the provisions of this section. A language teacher member's assigned duties are determined for one academic year at a time, and *academic year*, for the purposes of this section, is defined in **22.1.2**. No later than 30 April, the dean shall forward to each language teacher member for whom she is responsible a written statement of the member's assigned duties for the forthcoming academic year, determined in accordance with the provisions of this section.

22.4.2 Assigned duties

*22.4.2.1 Subject to the provisions of this section, the dean may include in a member's assigned duties an appropriate combination of:

- (a) teaching duties;
- (b) administrative duties related to the operation of the Second Language Institute or the University of Ottawa, which are such that they require that the member be relieved of some responsibilities in the area of teaching, scholarly, or academic service activities; or
- (c) certain other assigned activities which are necessary for the effective operation of the Institute or the University of Ottawa, including, but not limited to, the design, preparation and supervision of language tests to be administered to present or prospective students or employees at the University of Ottawa, the counselling of students, participation in duties related to registration, attendance at institute meetings.

*22.4.2.2 Administrative duties referred to in 22.4.2.1(b) may be assigned to a member by the dean where such assignment is clearly necessary for the effective functioning of the Institute, it being understood that such assignment requires prior consultation with the member and, whenever possible, the member's prior consent.

*22.4.2.3 Duties referred to in 22.4.2.1(c) may be assigned to a member by the dean, it being understood that such assignment does not cause the member's overall workload to be significantly heavier than that of her colleagues.

22.4.3 Other academic duties

*22.4.3.1 Where a language teacher member holds the rank of language teacher I or II, the member's workload shall include, in addition to assigned duties, any appropriate academic service activities to which the member wishes to devote a portion of her time and which she can reasonably undertake or continue. A member holding the rank of language teacher I or II shall not be obliged or required to engage in scholarly activities as part of her workload, except under 22.4.2.1(c) and subject to 22.4.2.3.

*22.4.3.2 Where a language teacher member holds the rank of language teacher III, or IV, the member's workload shall, in addition to assigned duties, include any appropriate scholarly activities in accordance with 20.6.2.2 and academic service activities to which the member wishes to devote a portion of her time and which she can reasonably undertake or continue.

*22.4.3.3 Although a member's dean may remind the member of the importance of scholarly activities and academic service, and may offer general suggestions, a dean shall not impose specific scholarly or academic service activities, except under 22.4.2.1(b) or (c) and subject to 22.4.2.2 and 22.4.2.3.

22.4.4 Normal teaching load

*22.4.4.1 For language teacher members holding the ranks of language teacher I or II, the normal teaching load shall be 5 two-term courses per academic year, or the equivalent thereof, and it shall not exceed 510 course calendar hours per academic year.

*22.4.4.2 For language teacher members holding the ranks of language teacher III or IV, the normal teaching load shall be 4 two-term courses per academic year, or the equivalent thereof, and it shall not exceed 420 course calendar hours per academic year.

*22.4.4.3 An individual language teacher member's assigned teaching load shall be the normal teaching load prescribed in 22.4.4.1 or 22.4.4.2 for members with her rank, except where modified pursuant to the provisions of this section.

*22.4.4.4 Deviation from normal load For language teacher members, the assigned teaching load in any academic year may differ from the normal teaching load prescribed in 22.4.4.2:

(a) when such reduction is justified by activities included in the member's workload pursuant to 22.4.2.1(b) or (c);

(b) where, subject to budgetary feasibility, such reduction is justified for a member holding the rank of language teacher III or IV, by the member's exceptionally heavy involvement in scholarly activities.

- 22.4.5 **Distribution of the teaching load**
- *22.4.5.1 **F** language teachers III or IV, scheduled teaching duties shall be distributed over 2 of the 3 terms of an academic year, it being understood that the above provisions may be set aside with the prior consent of the member concerned.
- *22.4.5.2 For language teachers I and II, scheduled teaching duties will normally be distributed over the 3 terms of the academic year.
- 22.4.5.3 As far as possible, the employer shall not -- unless the member agrees otherwise -- include in the member's workload more than 1 course per term finishing after 7 p.m., it being understood that more than 1 course will not be included without prior consultation with the member.
- 22.4.6 **Assignment of the teaching load** The provisions set forth in subsection 22.2.4 of this agreement shall apply, *mutatis mutandis*, to language teachers, it being understood that, with regard to procedures, the director of the Second Language Department shall replace the department chair and the DTCC shall replace the DTPC.
- 22.4.7 **Additional teaching** The provisions of 22.2.5 shall apply, *mutatis mutandis*, to language teachers.

SECTION 22.5 COUNSELLORS

- 22.5.1 **General**
- *22.5.1.1 A counsellor member's workload consists of assigned duties, which are assigned by the director of the Counselling and Personal Development Service, in accordance with the provisions of this section. A member's assigned duties are determined for 1 academic year at a time. No later than 30 April, the director of the Counselling and Personal Development Service shall forward to each counsellor member a written statement of that member's assigned duties for the forthcoming year.
- *22.5.1.2 **Determination of the workload of a counsellor**

member with a cross-appointment requires prior consultation between the director of the Counselling and Personal Development Service and the dean and the chair or director of the faculty and department or school concerned.

22.5.2 Assigned duties

***22.5.2.1** The director of the Counselling and Personal Development Service may include, in a member's assigned duties, an appropriate combination of:

- (a) individual client counselling duties;
- (b) counselling duties involving the counselling of groups;
- (c) administrative duties which are inherent in the performance of the member's assigned counselling duties;
- (d) administrative duties (other than those referred to in (c) above), which are related to the operation of the Counselling and Personal Development Service or the University of Ottawa, and are such that they require that the member be relieved of some counselling responsibilities;
- (e) the supervision and training of University of Ottawa students in an area related to the member's professional competence;
- (f) the training of, and provision of consultation services to, persons or groups in the University of Ottawa community, in matters related to the member's professional counselling expertise;
- (g) scholarly activities related to the member's area of professional counselling expertise.

: ***22.5.2.2** The statement of assigned duties forwarded to a counsellor member by the director pursuant to 22.5.1.1 shall specify which of the duties listed in 22.5.2.1 comprise the member's assigned duties.

- (a) In the case of assigned duties of the types referred to in 22.5.2.1(a) or (b) above, the director shall specify, for each term, the average amount of counselling time per week for which the member is to be available for the performance of each type

of duties specified.

- (b) The director shall not assign administrative duties of the type referred to in 22.5.2.1(d) without the prior consent of the member concerned, except when such assignment is clearly necessary for the effective functioning of the Counselling and Personal Development Service and provided there has been prior consultation with the member and relevant other persons or committees.

- (c) The supervision and training of University of Ottawa students cannot be assigned to a member without her consent, it being understood that such consent shall not be unreasonably withheld if the supervision and training pertain to an area related to the member's professional competence.

- (d) A counsellor member shall not be obliged or required to perform scholarly activities, or academic service activities other than those referred to in 22.5.2.1(d) and 22.5.2.2(b) above, unless such activities become part of her workload pursuant to the present section and to 22.5.3.

22.5.3

COLLECTIVE AGREEMENT

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ARTICLE 23

REVIEW AND EVALUATION

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SECTION 23.1 GENERAL PROVISIONS

23.1.1 Evaluation

23.1.1.1 No part of this agreement shall be construed as restricting the **general** right of the Senate to evaluate, by various means and with as much **continuity** as possible, the quality and relevance of teaching, of scientific, **artistic**, literary or professional **activities**, and of **academic** service activities at the University of Ottawa. This having been **said**, the parties agree to the following.

- (a) The employer or the dean may, within the **framework** of their **rights** and **responsibilities** in matters of personnel management and in order to form an opinion regarding the quality of performance of one or more **member(s)**, evaluate the performance of the member **(s)** and solicit the **opinion** of appropriate persons thereon without that action **being** in and of itself subject to **grievance**, it being understood that the **evaluation** procedures implemented by the employer **shall** not be **inconsistent with this** agreement and that the use that the employer may make of **the** results thereof

In the management of a member's file, the evaluation of her performance, and the progress of her career, shall be in accordance with this agreement.

(b) The Senate, or any body designated by it, or the dean, may from time to time evaluate the quality and relevance of the programs of study and the scientific, artistic, literary, or professional activities of an academic unit or a service, including the performance of its members, and may establish the rules and procedures it deems useful in that regard, it being understood that any use the employer may make of the evaluation results in the management of a member's file, the evaluation of her performance, or the progression of her career, shall be in accordance with this agreement.

(c) The Senate may require that faculty members have their courses and their teaching evaluated by the students and by other means, it being understood that the evaluation instruments and procedures used shall not be inconsistent with this agreement and that any use the employer may make of the evaluation results in the management of a member's file, the evaluation of her performance, or the progression of her career, shall be in accordance with this agreement.

***23.1.1.2** Any evaluators whose opinions are sought in the course of assessing an academic unit shall be chosen upon giving proper consideration to the advice of members whose activities are to be evaluated. In particular, they shall be chosen, whenever possible, in conformity with the provisions of 23.3.2.2 to 23.3.2.8 inclusive, except that the FTPC is replaced by the Senate or the dean, and that the number of evaluators is at the discretion of the Senate or its delegates, or the dean.

23.1.1.3 The employer acknowledges that:

(a) the Senate, before implementing any new performance evaluation method over which it would have control, shall consult the Association:

(b) the Association's consent must be obtained before the employer may use the results of evaluations resulting from a new instrument which meets the conditions in

Paragraph (a) above in the management of a member's file, the evaluation of her performance, or the progression of her career.

23.1.2 Annual reports

***23.1.2.1** Every faculty member shall submit to her dean, between 1 April and 1 June, a written annual report pursuant to 23.1.2.4.

***23.1.2.2** Each member shall include in her annual report a general description of the scholarly activities to which she intends to devote a portion of her time during the next academic year, it being understood that these may change due to circumstances not foreseen at the time of filing the report. Furthermore, a member eligible to apply for tenure or promotion in the coming academic year shall indicate her intention to do so, if known.

***23.1.2.3** Where a member's dean has any doubts as to the appropriateness or feasibility of a member's proposed scholarly activities, the dean shall give proper consideration to factors such as the member's previous scholarly activities, grants or contracts received, favorable peer evaluations of grant applications or similar proposals, or invitations to present scholarly work, prepare an exhibition or participate in an artistic activity. Where the dean, after proper consideration of the relevant facts, considers her doubts to be valid, she may communicate them to the member and to her chair.

***23.1.2.4** Annual reports shall be made in the form of an updated curriculum vitae, using the OCGS modal to which the member shall append the information required under 23.1.2.2 and information concerning her academic service activities during the past academic year. As well, the member may append all information and documentation that the member deems pertinent.

***23.1.2.5** Copies of annual reports and A-reports (except where indicated below) for all members of a department shall be forwarded by the dean to the chair of the department who, with the DTPC, shall consider them and then return them to the dean. On the basis of their consideration of the reports, the DTPC or the chair may wish to call a member's or the dean's

attention to certain positive or negative aspects of the member's performance. In this respect:

- (a) the DTFC and chair may communicate with the member orally, or in writing with or without copies to the dean and the member's file;
- (b) the review of a member's annual reports by the DTFC and chair, or the presence or absence of comments about positive or negative aspects of a member's performance of workload duties, shall not in itself be deemed to be an assessment of a faculty member's performance of workload duties.

Where the dean receives, through the annual report, an indication of a member's intention to apply for either tenure or promotion, or in cases of contract renewal, or if there is reason to believe the member's performance may lead her to initiate procedures towards discipline or basic progress, she shall withhold the A-report of that member,

SECTION 23.2 ASSESSMENT OF A FACULTY MEMBER'S PERFORMANCE

23.2.1 General

- *23.2.1.1 There are 3 types of occasions on which a faculty member's performance of workload duties is assessed: the annual review, the formal evaluation of performance, and the assessment of an academic unit.
- *23.2.1.2 A faculty member's performance of workload duties shall be reviewed annually according to 23.2.2.
- *23.2.1.3 A faculty member's performance of workload duties shall be formally evaluated, according to 23.2.4:
 - (a) In relation to contract renewal; or
 - (b) in relation to tenure; or
 - (c) In relation to promotion; or
 - (d) following a formal warning, in relation to the imposition of disciplinary measures for deficient performance of workload duties according to section 39.3; or

(e) as otherwise provided for in this agreement.

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- *23.2.1.4 Apart from the circumstances in 23.2.1.2 and 23.2.1.3, a member's performance may be reviewed as part of an assessment of an academic unit, pursuant to 23.1.1.1(b).
 - *23.2.1.5 The following provisions apply whenever the employer or a peer committee considers an assessment of some or all of a faculty member's activities and the assessor is a person holding a regular appointment at the University of Ottawa. The assessment shall be in writing, signed by its author or, where it comes from a committee, by the chair of the committee and the authorship shall be indicated on the member's copy.
- 23.2.2 Annual review
- *23.2.2.1 Every faculty member's performance of workload duties shall be reviewed annually. The annual review shall be carried out by the dean. The annual review shall take place at the end of the academic year for which the member has submitted a report pursuant to 23.1.2 and shall be addressed to the member's performance during that academic year. It being understood that the member's performance during that academic year will be reviewed in light of her performance during a period of several academic years prior to the year in question.
 - *23.2.2.2 The annual review shall be based on the member's annual report submitted pursuant to 23.1.2, the A-report for student evaluations carried out in the academic year for which the member has submitted the report, any other relevant documentation provided by the member, through the annual report or otherwise, and any relevant documentation provided by the chair or the dean which has been shown to the member.
 - *23.2.2.3 In the case of a tenured member, the dean may, during or after the annual review, initiate procedures leading to a basic progress according to 23.2.3. If the member's performance of workload duties is considered inadequate.
 - *23.2.2.4 If the alleged inadequacy is serious enough to raise a doubt regarding the quality of the member's overall performance the dean may, instead of giving a basic progress, initiate procedures leading to a formal warning, according to 23.2.3.
- 23.2.3
- *23.2.3.1 If a member is given a basic progress is equal to half a normal PTR
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Increment. It may be given by the dean where, in light of the annual review and the member's overall performance over a period of several years, the member's performance of workload duties has been inadequate but the inadequacy is likely to be of a transient nature,

*23.2.3.2 The dean may initiate procedures with respect to a basic progress by stating her concern to and soliciting recommendations from the DTPC and chair (if any), and then the FTPC. The recommendations shall be made in light of the member's overall performance of workload duties. In respect of teaching, 24.2.1.1 and 24.3.4.4 shall apply, *mutatis mutandis*.

23.2.3.3 The dean shall forward to the DTPC, chair, and FTPC, with copies to the member, appropriate documentation including, where relevant, annual reports, annual reviews, A-reports (in the case of the FTPC only), and any other relevant documentation permitted by the collective agreement.

*23.2.3.4 Consideration under 23.1.2.5 shall not be part of, nor shall it take the place of, any steps under this subsection. Any statements made about a member's performance under 23.1.2.5 are not to be construed as a recommendation with respect to basic progress.

*23.2.3.5 While the dean may have specific concerns about inadequacies in specific areas, she shall nonetheless review all aspects of the member's workload when considering a basic progress. Where a basic progress is given, the dean must, at the time of notification of the member, indicate the specific concerns and the improvements expected of the member. A copy shall be forwarded to the Association, which shall treat this information as confidential.

*23.2.3.6 In considering that the decision to give a basic progress does not have career implications, the faculty shall not be taken into consideration in making any other personnel decision for in this regard.

23.2.3.7 Decisions on basic progress take effect the 1 May following the decision.

*23.2.3.8 On the third anniversary of the giving of a basic progress, the member shall receive (subject to 41.1.5.3(b)(v)), in addition to her normal PTR increment, an additional increase

equal to 0.5 times a normal PTR increment, provided, that, since the giving of the basic progress, the member has not received a further basic progress.

23.2.4 Formal evaluation

*23.2.4.1 When a faculty member's performance of workload duties is to be evaluated pursuant to 23.2.1.3:

- (a) the member concerned must be informed and given the opportunity to provide any relevant documentation she may wish;
- (b) this formal evaluation shall be carried out by the TPC and the dean of the member's faculty, in consultation with the member's departmental TPC and chair.

'23.2.4.2 Except as otherwise provided for in this agreement, any formal evaluation of a faculty member's performance of workload duties shall give proper consideration to her performance in each of the three components of workload, namely teaching, scholarly activities, and academic service.

*23.2.4.3 The following guidelines apply in the course of any formal evaluation of a member's performance of workload duties.

- (a) The member's academic service activities shall be assessed by the FTPC and the dean concerned, after they have received the written opinion of the DTPC and chair.
- (b) The member's performance, overall and in any one of the three components, shall be evaluated in comparison to a relevant group of peers.
- (c) A member's degree of success in obtaining external funding for scholarly activities shall not, in and of itself, be used to the member's detriment.
- (d) In the case of a formal evaluation related to the imposition of a disciplinary measure, the member's performance, overall and in any of the three components, shall be deemed satisfactory unless a different finding is warranted by available evidence, it being understood that considerations shall be given to the following.

(l) A weaker performance in one area may

be compensated for by a stronger performance in another, it being understood that academic service, though not as fundamental a component as teaching and scholarly activities, is nonetheless an essential part of a member's workload duties.

- (ii) ~~Secondments, the~~ Inclusion of special tasks in a member's workload, maternity leave, or prolonged illness, may affect a member's performance.

- (iii) Reduced (or absence of) participation in some workload components is acceptable when it is part of written arrangements between the member and the employer.

SECTION 23.3 ASSESSMENT OF SCHOLARLY ACTIVITIES

***23.3.1 General** Whenever this agreement calls for an assessment of a faculty member's scholarly activities, the following provisions shall apply.

- (a) The member may submit for assessment articles, books or contributions to books, the text of presentations at conferences, reports, portions of work in progress, and, in the case of literary or artistic creation, original works and forms of expression.

- (b) Works may be submitted in final published form, as galley proofs, as preprints of material to be published, or as final or preliminary drafts. Material accepted for publication shall be considered as equivalent to actually published material.

- (c) Instead of the works themselves, the member may submit a clear and detailed description of any works which are such that their physical submission is not practical.

- (d) The works submitted by a member shall be in a form in which they can undergo peer evaluation.

- (e) The member may submit works produced in cooperation with others, provided that the extent of the member's contribution to such works is clearly identified.

- (f) With respect to activities which are not adequately reflected in works of the type indicated in (a), the member may submit such descriptions and documentation as she deems appropriate for the activities in question.
- (g) Works resulting from scholarly activities undertaken on a contract basis shall be considered during any assessment of the member's performance, provided that they conform to (a)-(e) above.
- (h) It is understood that since methods of dissemination may vary among disciplines and individuals, dissemination shall not be limited to publication in refereed journals or any particular form or method.

23.3.2 Outside evaluators

- *23.3.2.1 Except as otherwise provided for in this agreement, the provisions of this subsection apply whenever there is an evaluation of a member's scholarly activities by an outside evaluator.
- *23.3.2.2 The evaluator shall be a person who:
 - (a) does not hold a regular appointment at the University of Ottawa;
 - (b) can be considered as one of the member's peers;
 - (c) is, or has professional status equivalent to that of, an associate or full professor;
 - (d) can be expected to give a fair and competent evaluation of some or all of the member's scholarly activities.
- *23.3.2.3 Where a member's scholarly activities are to be evaluated by outside evaluators, this shall be done by 3 evaluators, chosen in accordance with the steps outlined in 23.3.2.4 to 23.3.2.7 inclusive, except in the case of promotion to full professor where there shall be 4 evaluators.
- *23.3.2.4 The member shall, through her dean, submit to the FTPC a list of at least 3 persons whom she considers qualified to act as evaluators of her scholarly activities. Along with that list, the member shall submit a written declaration of

any personal association or collaboration with the persons listed.

***23.3.2.5** The member may, through the dean, submit to the FTFC:

(a) a list of persons who, in her opinion, may be prejudiced or otherwise not qualified to evaluate her scholarly activities;

(b) an indication of areas of expertise which would be appropriate for persons chosen to evaluate her scholarly activities;

(c) an indication of areas of expertise which would not be appropriate for persons chosen to evaluate her scholarly activities.

***23.3.2.6** The FTFC shall ask the TPC of the member's department, or the chair where there is no DTFC, to suggest in confidence at least 3 persons qualified to provide an assessment. The DTFC or chair may suggest some persons already suggested to the FTFC by the member, but shall also suggest some other persons in addition to those suggested by the member.

***23.3.2.7** The FTFC shall choose 3 or 4 outside evaluators, including at least 1 person chosen from the list submitted by the member and a second person chosen from the list submitted by the DTFC. Normally, the majority of the outside evaluators shall be from a Canadian university or research institution, it being understood that this might not be feasible in some specific areas of specialization.

***23.3.2.8** The DTFC and FTFC shall not, except for reasonable cause, list or choose an outside evaluator whom the member has identified as potentially not qualified to evaluate her scholarly activities.

***23.3.2.9** Through the dean, the FTFC shall consult the outside evaluators chosen according to 23.3.2.7. The letters soliciting outside evaluators' opinions shall put the question clearly. The letters shall indicate the appropriate method for replying and the date by which the evaluation is required. The letters shall be accompanied by:

(a) relevant portions of this agreement;

- (b) an up-to-date curriculum vitae, as provided by the member;
- (c) copies of the works which the member has submitted for evaluation.

However, where the dean and the member agree that it is impractical or unnecessary to send to the outside evaluators certain works submitted by the member, said works shall not be sent.

***23.3.2.10** The identity of outside evaluators is considered to be confidential and may be divulged only to the members of the FTPC who are called upon to make a recommendation concerning the member, to the members of the Joint Committee called upon to make a decision, and as provided for in 12.3.4.

23.3.3 Level of performance of scholarly activities

***23.3.3.1** Whenever this agreement refers to **satisfactory** performance of scholarly activities by a faculty member, it refers to a situation where the member is regularly engaged in scholarly activities the results of which indicate that her performance, in comparison to a relevant group of peers of comparable rank and experience, is satisfactory.

***23.3.3.2** The member's scholarly works shall be considered good if they represent a contribution in addition to that contained in the member's doctoral thesis or to the work that has been taken to be the equivalent of a doctorate, and if, subsequent to that work

- (a) in the case of research, they demonstrate continuous progress in the development of the member's research activities and contribute to the advancement of knowledge in the member's field of specialization;
- (b) in the case of literary or artistic works, they attest to continuous creative activity, well-reputed in the literary or artistic community outside the University of Ottawa;
- (c) in the case of professional works, they attest to the practice of a profession above and beyond that which is generally expected of a non-teaching, practicing professional, or they can be considered as a valuable contribution to the advancement

of the profession itself.

*23.3.3.3 Whenever this agreement refers to *unsatisfactory* or *outstanding* performance of scholarly activities, these terms shall be given their ordinary meaning -- In light of the description of the other two levels of performance in 23.3.3.1 and 23.3.3.2 above.

*23.3.4 The preamble of 23.3.3.2 notwithstanding, work carried out in relation to the member's dissertation or work used to establish the equivalent of a doctorate shall be taken into consideration in addressing the continuity requirement in 23.3.3.2 when assessing the member's application for promotion to associate professor, provided that these activities were undertaken during a substantial part of the period during which the member held a regular appointment at the University of Ottawa, and were undertaken with the consent of the member's dean.

SECTION 23.4 YEARS OF EXPERIENCE AND EQUIVALENT OF DOCTORATE

23.4.1 University-level experience

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

- (a) some of a member's activities prior to a regular appointment at the University of Ottawa may be recognized as equivalent to a certain number of years of full-time university-level experience (YULE), it being understood that in the case of faculty members with written offers of employment dated after 11 April 2002 and others opting under 25.2.4.3, these YULE are only for the purpose of establishing the member's initial salary;

- (b) for faculty members with written offers of employment dated after 11 April 2002 and others opting under 25.2.4.3, some activities prior to a regular appointment at the University of Ottawa may be recognized as regular full-time post-Ph.D. university-level experience (RULE), it being understood that these years are for the purpose of determining the date of eligibility for tenure and promotion;

(c) eligible for YULE are: periods of full-time service at the University of Ottawa prior to the regular appointment, periods of full-time service at other Institutions of higher learning, and any other experience deemed equivalent, in whole or in part, to university-level experience as determined by the appropriate faculty YULE criteria. Eligible for RULE are: periods of full-time academic service at the University of Ottawa prior to the regular appointment, years at the lecturer rank in a tenure-track position at the University of Ottawa, and other full-time post Ph.D. university-level teaching and/or research as determined by the appropriate faculty RULE criteria. The initial determination of years granted as YULE and RULE shall be made by the employer, according to 23.4.1.2.

23.4.1.2 Prior to formally offering a first regular appointment to a candidate, the dean shall obtain recommendations from the chair and the TPCs regarding the number of YULE, and in the case of faculty members RULE to be recognized for the candidate's prior activities. The dean shall provide the TPCs with any relevant information not already available to them. The employer shall give proper consideration to the recommendations. In the initial letter of appointment of a regular faculty member, the dean shall state the number of YULE and the number of RULE recognized, if any, for the applicant's prior activities. In addition, the dean shall call the applicant's attention to the provisions of 23.4.1.3 regarding reconsideration and inform the applicant that the faculty criteria for YULE and RULE determination are available at the dean's office. The same procedures shall apply, *mutatis mutandis*, with respect to the determination of RULE for members opting under 25.2.4.3.

*23.4.1.3 A member may, at any time during the first 6 months of the first regular appointment at the University of Ottawa, request a reconsideration of the number of YULE and RULE initially recognized by the employer. Reconsideration shall follow the steps in 23.4.1.2, taking into account all relevant information, including any new submissions by the member. The same procedure shall apply, *mutatis mutandis*, within six months of a determination of RULE for

members opting under 25.2.4.3.

23.4.2 Equivalent of doctorate

- *23.4.2.1** A member shall be deemed to have the equivalent of a doctorate if she has produced written works which have contributed in a significant manner to the advancement of knowledge in her discipline.
- *23.4.2.2** In determining whether a member has the equivalent of a doctorate, the opinions of 3 outside evaluators shall be obtained, and proper consideration shall be given to the written opinion of the DTFC and the chair, and of the FTFC and of the dean. The evaluators shall be selected in accordance with 23.3.2.
- *23.4.2.3** In an artistic or professional discipline where North American universities generally do not require a doctorate as a condition for pursuing an academic career, a member shall be deemed to have the equivalent of a doctorate if she:
- (a) Is the author of literary or artistic creations which have contributed in a significant manner to the advancement of her art; or
 - (b) has obtained a master's or equivalent degree in her discipline or in a related discipline, and has subsequently produced works which have contributed in a significant manner to the advancement of the academic discipline or profession concerned; or
 - (c) in the case of lawyers in the Faculty of Law and accountants in the School of Management and any other groups agreed to by the parties, has a master's degree in her discipline, has professional recognition from a duly authorized accrediting or professional recognition body, and has practiced her profession on a full-time basis for at least 3 years after obtaining such professional recognition.

SECTION 23.5 LIBRARIANS

23.5.1 General

- *23.5.1.1** Sections 23.1, 23.3, 23.4, and 23.5 apply to librarian members, *mutatis mutandis*, subject to any further modifications specified in this section.
- *23.5.1.2** A librarian member's performance of workload

duties shall be formally evaluated, according to 23.2.4,
mutatis mutandis:

- (a) In relation to the granting of a continuing appointment, pursuant to 18.4.2;
- (b) In relation to promotion to the rank of librarian II or III, pursuant to 18.2.2;
- (c) following a formal warning, in relation to the imposition of disciplinary measures for deficient performance of workload duties, according to section 39.3;
- (d) as otherwise provided for in this agreement.

23.5.1.3 A librarian member's performance of workload duties shall be reviewed annually according to 23.5.2.

***23.5.1.4** Any evaluation or review of the librarian member's performance of workload duties shall address each of the 3 categories of activities identified in the librarians' performance appraisal form, 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, or 22.3.4. In each category, a member's performance:

- (a) shall be assessed as *satisfactory, more than satisfactory, less than satisfactory, or not applicable*, it being understood that it shall be assessed as *satisfactory* when the performance of the member fulfills the requirements set forth for that category of activities, and whose performance is what would normally be expected of other librarians with similar qualifications and experience;
- (b) shall be assessed as more than satisfactory when the performance of the librarian is higher than the standard for *satisfactory* indicated in (a) above;
- (c) shall be assessed as less than *satisfactory* when the performance of the librarian is lower than the standard for *satisfactory* indicated in (a) above;
- (d) shall be assessed as not applicable when the workload of a librarian member does not include a particular category of activity.

23.5.2 Performance appraisal

23.5.2.1 A librarian member's performance appraisal concerns the tasks in her job description 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, or 22.3.4.

23.5.2.2 The performance appraisal shall be done, for the duration of this agreement, by means of a form which was approved by the parties in 2002. It is understood that the form may be revised from time to time with the consent of the parties. The member shall submit her report by 30 April.

23.5.2.3 The performance appraisal shall first be done by the immediate supervisor who shall, before forwarding it to the chief librarian or her delegate, inform the member concerned of its contents and discuss it with her. The member may, when confirming in writing that she has been made aware of the evaluation by her immediate supervisor, add her own comments, provided that she does this within 5 working days of receiving said evaluation and discussing it with her immediate supervisor.

23.5.2.4 The evaluation by the immediate supervisor shall be done with the member in a form which contains each heading on which the member is asked to indicate satisfactory, satisfactory, or not satisfactory. In the case of the member, the evaluation shall be done, taking into account the workload duties of the member, the evaluation is not applicable.

23.5.2.5 The performance appraisal shall take place at the end of the academic year for which the member has submitted a report pursuant to 23.5.2.2 and shall be done on the basis of the member's performance during that academic year. The part of the review process mentioned in 23.5.2.3 shall be completed no later than 31 May; the remainder of the process, up to and including the participation of the chief librarian, shall be completed by 15 July.

23.5.2.6 The evaluation of the member by the immediate supervisor shall be reviewed by the chief librarian or her delegate. The chief librarian, after giving proper consideration to the evaluation of the immediate supervisor and to the comments of the member concerned, if any, shall complete the review process by adding her own opinion, it being understood

- (a) she may, but is not obliged to, solicit the opinion of the LPC before completing the evaluation of the member's performance:
- (b) she may, if she considers it appropriate, draw the member's attention to one or several positive or negative aspects of her performance.

23.5.2.7 A member's performance appraisal, duly reviewed by the chief librarian or her delegate, shall be placed in the member's file, along with the documents subsequently produced by virtue of 23.5.2.8 and 23.5.2.9, if any.

*23.5.2.8 If, as a result of a performance appraisal, the chief librarian considers that a member's performance in one or more categories of her workload is inadequate, and this alleged deficiency is serious enough to raise a doubt regarding the quality of the member's overall performance, she may initiate procedures leading to a formal warning, according to 23.5.2.9, or procedures leading to a disciplinary measure for deficient performance of workload duties, according to 39.3.

*23.5.2.9 The following procedures apply where the chief librarian considers issuing a formal warning regarding a member's performance of workload duties.

- (a) The chief librarian shall meet with the member, and also with the member's immediate supervisor, to exchange information and clear up misunderstandings.
- (b) if, after those preliminary meetings, the chief librarian still considers it appropriate to call the member's attention to the chief librarian's concern regarding a serious deficiency in the member's performance of workload duties:
 - (i) she shall inform the member, in writing, of her concern, the reasons for it, and her intention to consult the LPC regarding the alleged deficiency in the member's performance and its seriousness;
 - (ii) she shall solicit the opinions of the LPC on the member's performance and the seriousness of its alleged deficiency.

The member and the LPC shall be advised by the chief librarian that she is considering issuing a formal warning.

- (c) The chief librarian shall submit to the LPC all relevant documentation, including the member's job description, copies of the evaluations of the member's performance - for the year(s) under consideration - by the immediate supervisor and the chief librarian or her delegate, and copies of written comments - if any - by the member. The chief librarian shall also provide the LPC with copies of evaluations 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.
- (d) If, after giving proper consideration to the evidence and to the opinions received, the chief librarian decides to issue a formal warning regarding a member's performance, she shall so advise the member in writing and give clear indications as to the improvements which are expected from the member, and shall inform the member, in the latter of warning, that the warning may be the subject of a grievance pursuant to 13.4 and 13.5.6.

23.5.3 Equivalent of MLS

- *23.5.3.1** A member shall be deemed to have the **equivalent** of an **MLS** (Master of Library Science) if she has obtained a degree equivalent to a Master's degree from a **Canadian or American** university in an **ALA-accredited** program in Library and Information Science (eg. Master of Library and Information Science or Master of Library and Information Studies), it being understood that this **equivalence** must be **recognized** by the ALA.
- *23.5.3.2** The **determination**, whether a member does or does not have the **equivalent** of an **MLS** in accordance with **23.5.3.1**, shall be made by the chief librarian, after proper consideration of the **reasoned opinion** of the LPC.

SECTION 23.6 COUNSELLORS

- 23.6.1** **General provisions** The provisions set forth in sections **23.1, 23.2** and **23.3** apply, *mutatis mutandis*, to counsellor members, it being

understood that, with regard to procedures, the director of the Counselling and Personal Development Service shall replace the dean, and the CPDSPC shall replace the DTPC and the FTPC. The provisions of section 23.4 shall be replaced by those set forth in 23.6.2 and 23.6.3.

***23.6.2** Doctorate or **master's degree** in psychology or a **related discipline**. Where this agreement calls for a counselor member to hold a doctorate or a **master's degree** in psychology or a **related discipline**, the term "related discipline" refers to:

- (a) **education**, with emphasis in **guidance** or **counselling**;
- (b) **social work**;
- (c) any other discipline where the attainment of a doctorate or a master's degree in such discipline involves **substantial** and **useful training** in the profession of **counselling**.

23.6.3 Years of **professional experience**

***23.6.3.1** Every year of a regular full-time appointment of a counsellor member at the University of Ottawa counts as 1 year of **professional experience**.

***23.6.3.2** Some of a member's **activities** prior to a regular appointment at the University of Ottawa may be credited as a certain number of years of **professional experience**. Eligible are: **periods of service** at the University of Ottawa Counselling and Personal Development Service prior to the regular full-time appointment; **periods of service** in a **counselling service** at other institutions of learning, **periods of practice** as a psychologist registered in a Canadian province, and any other **experience** deemed equivalent, in whole or in part, to **experience** as a counsellor in a university counselling service. The initial determination of years of **professional experience** shall be made by the employer, according to 23.6.3.3.

***23.6.3.3** Prior to formally offering a first regular appointment to a candidate, the director shall obtain **recommendations** from the CPDSPC regarding the number of years of **professional experience** to be recognized for the candidate's prior **activities**. The director shall provide the CPDSPC with any relevant information not already available to them. The employer shall give proper consideration to the

recommendations. In the initial letter of appointment of a regular counsellor member, the director shall state the number of years of professional experience recognized, if any, for the applicant's prior activities, and call the applicant's attention to the provisions of 23.6.3.4 regarding reconsideration.

***23.6.3.4** A member may, at any time during the first 6 months of her first regular appointment at the University of Ottawa, request a reconsideration of the number of years of professional experience initially granted by the employer. Reconsideration shall follow the steps in 23.6.3.3, taking into account all relevant information, including any new submissions by the member.

***23.6.4** Annual Review The annual review shall take place as per 23.1.2 and 23.2.2, *mutatis mutandis*, it being understood that the form of the report shall be that in use during the 1993-1996 collective agreement.

COLLECTIVE AGREEMENT

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SECTION 24.1 GENERAL

24.1.1 Formal evaluation

24.1.1.1 Whenever this agreement calls for the formal evaluation of a faculty member's teaching, in relation to contract renewal, tenure, promotion, or discipline for deficient performance of workload duties, the evaluation shall be carried out in accordance with this article prior to the dean soliciting the recommendations from the DTPC, chair and FTPC pertaining to the application or matter.

24.1.1.2 **Levels of performance** As a result of such evaluation, it shall be determined that teaching is *outstanding*, that it *meets expectations*, or that it is *unsatisfactory*, it being understood that "meets expectations" shall mean teaching performance that is comparable to a relevant group of peers in light of the application or matter under consideration.

24.1.1.3 In any such formal evaluation, the dean shall solicit a report from the DTPC pursuant to 24.2.1.1. Subsequent actions are taken by the dean and FTPC, as set out in 24.2.1.3.

***24.1.2** Review A member's teaching shall be reviewed by the dean as part of the annual review, according to 23.2.2.1, but such reviews shall not be considered formal evaluations.

***24.1.3** **Complaints** Complaints about a member's teaching may be brought into consideration only where he or she has been notified of the complaint and allowed an opportunity to respond.

***24.1.4** **Relevant period** Any review of a member's teaching shall consider performance during a specified period. Except where otherwise specified by this agreement, the period to be reviewed shall be specified by the dean after consultation with the member. This consultation shall also take place before the report is requested from the DTCC under 39.3.3.1. It shall be part of the consultation under 39.3.3.1 or 39.3.3.1 when a formal warning or further disciplinary action is considered.

***24.1.5** Any person or committee assessing a member's teaching performance shall consider that:

- (a) a member's strong performance in a particular area of teaching is not necessarily reflected in other areas;
- (b) a member's teaching shall be considered that much better if performance is good in several kinds of teaching activities;
- (c) an entire department or discipline may differ significantly in a particular area of teaching from the faculty as a whole, and the dean or committee shall take account of this.

SECTION 24.2 FORMAL EVALUATION

24.2.1 General procedure

***24.2.1.1** **Action by DTCC** The dean shall request a report from the DTCC which

- (a) provides a statement describing the member's teaching activities for the relevant period specified under 24.1.4, identifying the nature of the undergraduate teaching by the member (introductory and advanced courses, service courses,

courses with large and smaller enrollments, and compulsory or optional courses) and, where applicable, all forms of graduate teaching in which the member has been involved; end

- (b) separately from the statement in (a), provides an opinion, for each course taught by the member and other teaching activity in which the member has been involved, on whether the content and material (i) is up to date and (ii) corresponds to the objectives of the program of studies.

In providing the opinion under (b), the DTPC shall take into consideration those documents in the member's file that relate to teaching, excluding A-reports, and any additional materials the member wishes to make available for consideration, such as course preparations and class notes, outlines, examinations, textbooks or other classroom aids, and any documents related to the member's contribution to the development of programs or course content.

***24.2.1.2** In departments with no DTPC, the chair shall prepare the report. In faculties without departments, the report shall be prepared by the FTPC.

***24.2.1.3** Action by dean and FTPC Following receipt, by the dean, of the report done pursuant to 24.2.1.1, and without further submitting the matter to the DTPC or chair:

- (a) If the dean, after consultation with the member, and in consultation with the FTPC, believes so to believe that the member's teaching may be outstanding, the dean shall initiate the Direct Peer Review of Teaching procedure. Such belief must be founded upon either a pattern of strong A-reports or other preliminary indications of outstanding teaching.
- (b) If the member or the dean has reason to believe that the member's teaching may be outstanding, the dean shall, subject to consent by the member, and in consultation with the FTPC, initiate the Direct Peer Review of Teaching procedure. Such belief must be founded upon a pattern of strong A-reports and other relevant preliminary indications of outstanding teaching.

- (c) In the case where neither (a) nor (b) take place, the FTPC shall include the criteria that meets expectations and shall state.
- (d) The determination under (c) shall be communicated to the DTPC for the purposes of the recommendations required in the matter under consideration (without further comment on teaching by the DTPC or chair) and shall subsequently be included by the FTPC and dean in their recommendations.

24.2.2 Direct Peer Review of Teaching

- *24.2.2.1** There shall be a list of not fewer than 15 *Teaching Evaluators (TEs)*. The initial list and subsequent modifications shall be agreed upon by the Association and the employer.
- *24.2.2.2** When initiating a Direct Review of Teaching for a member pursuant to 24.2.1.2, the dean shall ask the member to choose one name (not from the member's own department) from the current list of TEs, and shall ask the FTPC to choose two further names from the same list. The member may submit names of persons on the list who, in the member's opinion, may be prejudiced or otherwise not qualified to evaluate the member's teaching, and the FTPC shall not, except for reasonable cause, choose any such persons. The dean shall contact the three TEs chosen in accordance with the above, asking them to conduct a Direct Peer Review of the member's teaching.
- *24.2.2.3** The individual written reports of the TEs shall be sent to the dean. Having removed all distinguishing marks, the dean shall forward copies to the member, and to the office of the Vice-Rector (Academic).
- *24.2.2.4** (a) In cases of promotion, tenure or discipline for deficient performance of workload duties under 30.3.3, the dean and FTPC, taking into account the report of the DTPC under 24.2.1.1, the TE reports, information considered by the DTPC, A-reports, and any information added by the member, shall indicate whether the member's teaching is deemed to be outstanding, to

meet expectations, or is to be unsatisfactory.

- (b) The determination under (a) shall be communicated to the DTFC for the purposes of the recommendations required in the matter under consideration (without further comment on teaching by the DTFC or chair) and shall subsequently be included by the FTFC and dean in their recommendations to the Joint Committee.
- (c) In cases of contract renewal, (a) and (b) apply, *mutatis mutandis*, to the action of the FTFC and its recommendation to the dean.
- (d) In cases where a formal written report is being prepared, if the quality of teaching is an issue, the TE reports shall be included in the report submitted by the FTFC in 3 2

24.2.3 Role and Duties of the Teaching Evaluators

24.2.3.1 Mandata The general role of the TEs is to provide those charged with making recommendations in personnel matters with an objective assessment of a member's preparation and pedagogy. Their duty is to ensure that, both in their investigation and subsequent reports, they consider all relevant information, such as the type and nature of courses taught, the nature of the subject matter, the opinions of students, the quality and utility of pedagogical materials prepared by the member, and the usefulness of the member's contributions in the areas of pedagogical development and innovation. The parties agree that the Direct Peer review of Teaching is not a remedial process. TE reports are not meant to provide the member being evaluated with feedback as to how the member may improve his or her teaching. The report should, however, identify the nature of any problem or deficiency and indicate its seriousness or significance. The report may also express an opinion as to whether or not these deficiencies are such that they can be addressed by remedial action, it being understood that the report is not meant to propose actual remedies. It is the further duty of TEs to ensure that the scope and nature of their investigation, making due allowance for special circumstances, conform to the general pattern established by previous TEs and, for this purpose, unsigned TE reports are kept on file at the Office of the Vice-Rector (Academic).

***24.2.3.2** Procedures Guided by the general considerations In 24.2.3.1, the TEs shall carry out their work as follows.

- (a) They shall meet as a group with the member, to establish relevant facts about the member's courses, teaching methods and materials, and any special circumstances.
- (b) They shall establish relevant facts about the nature of the courses taught (e.g., whether they are compulsory or service courses), and any special circumstances, such as the member's participation in departmental colloquia, symposia, or the like. They shall examine all relevant material provided by the DTFC, chair, dean or member, excluding the A-reports and any opinion prepared under 24.2.1.1 (b).
- (c) They shall, after consultation with the member, undertake an investigation, which may include, among others, the following:

interviews with students, currently enrolled at the University of Ottawa, who are or have been directed by the member or who are or have been taught by the member:

written assessments from appropriately selected former students, graduated from the University of Ottawa;

examination of textbooks or other teaching materials prepared by the member;

observation of teaching by means, and during times, determined after consultation with the member.

- (d) Once the investigation is completed, each TE shall send to the dean a separate and detailed report which shall contain
 - (i) a statement (agreed on by all three members) of the scope of the

investigation; and

- (ii) a summary of the information gathered and an analysis of the results,

It being understood that TE reports must not contain a determination as to whether teaching is outstanding, meets expectations, or is unsatisfactory, that determination being reserved for the FTPC and dean pursuant to 24.2.2.4(a).

*24.2.3.3 TEs have access to all relevant material in the open section of the member's file, subject to 24.2.3.2(b).

*24.2.3.4 Notwithstanding 23.2.1.5, signed TE reports shall be kept in the confidential section of the member's file and the writers' identities shall remain confidential, except that the provisions of 13.6.7.3 apply. The preceding applies, *mutatis mutandis*, to the identity of students providing information to TEs.

*24.2.3.5 TEs shall submit their reports to the dean no later than 6 weeks after the selection of the Teaching Evaluators.

SECTION 24.3 STUDENT EVALUATIONS

*24.3.1 General The parties agree that the evaluation of courses and teaching by means of student responses to questionnaires is an important source of information regarding student opinions and degree of satisfaction, and regarding a member's preparation for class and effectiveness in conveying the subject matter. Therefore the parties agree that:

- (a) the employer shall continue to operate, for such evaluations, the system put in place by the Senate in 1978, as amended from time to time;
- (b) information derived from that system, in the form of so-called A-reports, shall be used -- subject to the provisions of this article -- in relation to the annual review, pursuant to 23.2.2.2, and in the formal evaluation of a member's teaching.

24.3.2 A-reports -- content

24.3.2.1

- (a) Every member shall receive for all courses taught by the member and for which such information is available, a report of the results of the student responses to the questionnaire referred to in 24.3.1(a) for the following three questions and for each of the following response categories:
- (i) I find the professor well prepared for class ... almost always, often, sometimes, rarely, almost never;
 - (ii) I think the professor conveys the subject matter effectively ... almost always, often, sometimes, seldom, almost never;
 - (iii) I find that the professor, as a teacher, is ... excellent, good, acceptable, poor, very poor;
- (b) Every such report shall show for each question and for each course taught by the member for which such information is available:
- (i) the number of students registered in the course and the number and percentage of students responding to each question;
 - (ii) the number and the percentage of responses to each response category for each question

*24.3.2.2

The employer shall summarize annually A-reports. It being understood that the information to be summarized shall be:

- (a) the information mentioned in 24.3.2.1 for all courses taught by the member in the three most recent academic years and for which such information is available,
- (b) the arithmetic mean and the standard deviation of the percentages of responses to each response category for each question for all courses taught by members in the faculty for the three most recent academic years and for which such information is available, and
- (c) the arithmetic mean and the standard deviation of the sum of the percentages of

responses to

- (i) the first two response categories to each question identified in 24.3.2.1 (a): i.e. "almost always, often" in the case of 24.3.2.1(a)(i) and (ii); "excellent, good" in the case of 24.3.2.1(a)(iii);
- (ii) the last two response categories to each question identified in 24.3.2.1 (a): i.e. "rarely, almost never" in the case of 24.3.2.1(a)(i); "seldom, almost never" in the case of 24.3.2.1(a)(ii); "poor, very poor" in the case of 24.3.2.1(a)(iii).

*24.3.2.3 Every member shall receive, with A-reports for courses taught by the member, the summarized data for the member's faculty in the form provided for in 24.3.2.2.

24.3.3 Changes to the system of student evaluations

*24.3.3.1 Subject to 24.3.3.2 and 24.3.3.3, the Senate may modify various aspects of the system of evaluation of courses by means of student questionnaires, such as the questionnaire itself, procedures, data-reporting and analysis procedures and forms, dissemination of data and analyses, and types of classes or other pedagogic activity subjected to such evaluation.

*24.3.3.2 Changes in the system of student evaluation of courses and teaching introduced by the Senate are subject to the following.

- (a) The Association shall be consulted at least 3 months before the proposed changes are submitted to the Senate for approval. The Association's written response, if any, shall be made available to members of the Senate prior to their deliberations in this regard.
- (b) Data and analyses obtained pursuant to changes approved by the Senate on an experimental basis shall not be used by the employer for career recommendations or decisions under this agreement. Such data shall not be published and shall be available only to the members concerned, and to the Senate, its committees or its duly appointed agents.

- (c) Data and analyses obtained pursuant to changes approved by the Senate on a permanent basis shall not be used by the employer for career recommendations or decisions under this agreement without the prior consent of the Association, it being understood that the situation prevailing before the Senate approval of changes shall continue to apply until the granting of such consent.

***24.3.3.3** It is understood that prior consent of the Association shall be required to alter or remove from the A-reports any of the items listed in 24.3.2.1.

24.3.4 Use and Interpretation of A-reports

***24.3.4.1** (a) Only the information related to the A-report questions mentioned in 24.3.2.1 may be used for career decisions and recommendations under this agreement.

(b) A-reports represent only the views of the students responding to the questionnaire.

(c) Information from A-reports must not be interpreted rigidly and may only serve as an indication of the member's teaching performance when:

(i) a pattern emerges over a period of a few years, it being understood that available information shall always be considered in the light of corresponding data for the member's faculty, summarized according to 24.3.2.2, and furthermore, that A-reports which appear relatively low in comparison with others in the faculty are not, in and of themselves, an indication that teaching may be unsatisfactory;

(ii) other relevant information does not contradict that pattern.

***24.3.4.2** Information from A-reports which is used must cover a period of at least 3 years, except in cases where information is available for only a shorter period, in which case the inherent

shortcomings of such information must be taken into consideration.

"24.3.4.3 A member may submit to the dean written comments regarding the A-reports for courses taught by the member. Any person or committee considering the A-reports for a member shall consider, along with these reports, any written comments submitted by the member.

*24.3.4.4 Information from A-reports shall not in and of itself be the basis of a formal warning or disciplinary action. However, a pattern of A-reports which are consistently low in relation to information for that member's faculty may be used by the dean to initiate the process which may culminate in the issuance of a formal warning or in a disciplinary measure for deficient performance of workload duties.

*24.3.4.5 In interpreting the results of the student response to the question in particular in determining its weight in the overall evaluation, it must be given due consideration to contextual variables, such as whether the course is introductory or advanced, compulsory or optional, or offered as a senior or junior requirement, the size of the department and the nature of the course matter in course delivery.

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ARTICLE 25

TENURE AND PROMOTION FOR FACULTY MEMBERS

25.1 Tenure
25.2 Promotion
25.3 Criteria
25.4 Procedures

SECTION 25.1 TENURE

- *25.1.1** For a faculty member, *tenure* means permanency of appointment until voluntary resignation, retirement, or death, or until termination. In accordance with 25.1.2.
- *25.1.2** The appointment of a tenured faculty member may be terminated only on one or more of the following grounds:
- (a) the termination of the member's position for purely financial reasons, in which case the conditions and arrangements provided for in article 19 shall apply;
 - (b) the elimination or the reassignment of the member's position as a result of a substantial reform in the program of studies to which that position is attached, in which case the conditions and arrangements provided for in article 19 shall apply;
 - (c) dismissal for just and sufficient cause, pursuant to article 30.
- *25.1.3** Replacement professors, visiting professors, professors seconded to a position at the University of Ottawa, and research fellows are

not eligible for tenure.

- *25.1.4** There shall be no restriction on the number or proportion of faculty members at the University of Ottawa, or in any subdivision thereof, who may be granted tenure.
- *25.1.5** Tenure shall be granted to a regular faculty member at the rank of assistant professor automatically with the granting of promotion to associate professor pursuant to the conditions set out in 25.3.2.2. In the case of a regular faculty member at the rank of either associate or full professor, tenure shall be granted if the member meets the conditions set out in 25.3.2.2 for promotion to associate.
- *25.1.6** The provisions of 25.1.5, 25.1.7, 25.3, and 25.4 shall apply to faculty members with written offers of employment dated after 11 April 2002. Faculty members on staff as of, or with a written offer of employment dated on or before, 11 April 2002 shall apply for tenure pursuant to the terms of 18.1.3, 18.2, and 18.3 of the 1998-2001 collective agreement, reproduced at Appendix G, unless they have opted otherwise under section 3 of Appendix F.
- 25.1.7** Tenure applications
- *25.1.7.1** A regular faculty member at the rank of assistant professor applies for promotion to associate professor which, if granted, automatically carries with it the granting of tenure. Such member cannot apply for tenure only. This shall apply, *mutatis mutandis*, to a research fellow who has been offered a regular appointment which would be in effect on the date when promotion/tenure would be granted. A regular faculty member at the rank of either associate or full professor may apply for tenure independently. In either case, the member may apply only twice and subject to the provisions of 25.1.7.5(c) and 25.1.7.6.
- *25.1.7.2** The Joint Committee shall make a decision regarding a member's application no later than 1 April of the academic year at the end of which the member will have completed 6 years at a rank of assistant professor or higher on a regular appointment at the University of Ottawa.
- *25.1.7.3** A member must apply no later than the sixth year of continuous employment at a rank of

assistant professor or higher at the University of Ottawa. However, where the employer has recognized, pursuant to 23.4.1.1(b), one or more years of regular university-level experience for the member, the member may apply sooner than the sixth year and as early as the fall of the second year at the University of Ottawa, and the Joint Committee shall make a decision no later than 1 April of the academic year in which the member applies, provided that, at the end of the calendar year in which the decision takes effect, the member will have 4 or more years of recognized regular university-level experience, of which the last 2 academic years are years of appointment at the University of Ottawa, as a regular faculty member, visiting professor, or research fellow.

- *25.1.7.4** Decisions are made by the Joint Committee, according to the criteria and procedures set forth in this article. The Joint Committee shall decide:
- (a) to grant the application as of 1 May of the academic year in which the successful application was filed; or
 - (b) to refuse the application except in the case of a first application in the sixth year; or
 - (c) in the case of a first application in the sixth year, to defer the decision.

***25.1.7.5** Where a decision is to defer pursuant to 25.1.7.4(c), the member may apply during the subsequent year. When this first application is during the last year of a contract the member shall be offered a further one-year appointment for this purpose.

- *25.1.7.6** Where a decision is to refuse the application, the following provisions shall apply.
- (a) For a first application prior to the sixth year, the member may apply only one more time and
 - (i) where there is no recognized regular university-level experience at the time of the first application, the member may reapply only in the fall of the sixth year,

(ii) In all other cases, the member may reapply in the fall of any subsequent year up to and including the sixth year,

It being understood that, if the application is made in the second year of a contract, the member shall be offered a further two-year contract renewal provided the terms of 17.3.3 are met, failing which 25.1.7.6(b)(ii) will apply.

(b) For a second application:

(i) during the first year of a two-year contract, the member's employment will terminate at the end of the second year of the contract.

(ii) during a last year of a member's contract, the member shall be given an additional but final one-year contract, it being understood that no further application may be made, and the member's employment will terminate at the end of that additional one-year contract.

(c) Where a member reappplies pursuant to 25.1.7.5 or 25.1.7.6(a), the Joint Committee may grant or refuse the application. In the case of a first application made in the fall of the sixth year, the decision may not be deferred more than once unless the parties agree otherwise.

(d) A member wishing to be reconsidered must submit a new application.

A faculty member whose employment terminates as a result of a denial under this section, in which case the member 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.

25.2

DEFINITION

25.2.1

Faculty members at the University of Ottawa are appointed with, or promoted to, one of the following academic ranks:

- assistant professor
- associate professor
- full professor.

***25.2.2** There shall be no restriction on the number or proportion of faculty members in the 4 academic ranks at the University of Ottawa or in any of its constituent parts.

***25.2.3** Promotions take effect on 1 May of the academic year in which the successful application for promotion was filed.

25.2.4

***25.2.4.1** The terms of 25.3.2 and 25.3.3.2(b) and (e) shall apply to faculty members with written offers of employment dated after 11 April 2002.

***25.2.4.2** The terms of 25.2.2 and 25.2.3 of the 1998-2001 collective agreement, as modified by the parties respecting 25.2.3.2(c)(iii) and reproduced at Appendix G, shall apply for promotion to associate or full professor to faculty members on staff as of, or with written offers of employment dated on or before 11 April 2002.

***25.2.4.3** Notwithstanding 25.2.4.2,

- non-tenured assistant professors on staff as of, or with written offers of employment dated on or before, 11 April 2002, may apply under the terms of section 3 of Appendix F;
- tenured assistant professors on staff as of 11 April 2002 may opt for the criteria for promotion to associate professor and full professor under this article prior to the respective applications;
- tenured associate professors on staff as of, or associate professors with written offers of employment dated on or before, 11 April 2002 may opt for the criteria for promotion to full professor under 25.3.3.2(b) and (e) of this article prior to the application.

SECTION 25.3 CRITERIA

25.3.1 Assistant professor

Promotion to the rank of **assistant professor** shall be granted when a member:

- (a) holds a doctorate -- or the equivalent thereof, **recognized** pursuant to the provisions of subsection **23.4.2**;
- (b) has evidenced **teaching** which, when evaluated in accordance with the provisions of article **24**, is deemed to meet expectations.

25.3.2 Associate professor

25.3.2.1 The parties recognize the rank of **associate professor** as a **senior rank**, confirming that its holder has displayed all the qualities required in a university context in regard to teaching and scholarly activities. The granting of promotion to the rank of **associate professor** automatically carries with it the granting of tenure.

25.3.2.2 Promotion to the rank of **associate professor** shall be granted when a member **meets** the following conditions.

- (a) The member holds a doctorate -- or the equivalent thereof, **recognized** pursuant to the provisions of subsection **23.4.2**.
- (b) The member has evidenced **teaching** which, when evaluated in accordance with the provisions of **article 24**, is deemed to meet expectations. It is understood that, where the application is made in the **second** year of continuous appointment at the University of Ottawa, the teaching record must be such that, at the University of Ottawa it meets expectations and there is sufficient teaching, including full-time **post-Ph.D.** (or equivalent of Ph.D.) university-level teaching at other institutions, to demonstrate a pattern of teaching of at least **3** years that meets expectations.
- (c) The member has produced **scientific, literary, artistic, or professional works** -- or a combination thereof -- which are, in accordance with the criteria set forth in **23.3.3.2**, deemed of good quality. This assessment shall be made following an overall evaluation of the member's scholarly works, carried out in accordance with the provisions of section **23.3**, during which the opinion of **3** outside evaluators will have been obtained, in accordance with **23.3.2**

- (d) The member has undertaken academic service activities which are, in accordance with 23.2.4.3(a), deemed of satisfactory quality.
- (e) The member will have accumulated, at the end of the calendar year in which her promotion takes effect at least four years of regular (full-time) or part-time, or the equivalent thereof, determined pursuant to 23.4.1(1) of which the last 2 academic years must be at the University of Ottawa, as a regular or member, visiting professor, or research fellow.
- (f) The member must have met the requirements regarding the level of proficiency in French and English which were stated in the letter of initial regular appointment. The member's proficiency in French and English shall be assessed in accordance with the provisions of article 11.

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

25.3.3 Full professor

*25.3.3.1 The parties agree that promotion to the rank of full professor is a recognition of the high quality of the member's contributions to teaching and scholarly activities in the university setting.

*25.3.3.2 Promotion to the rank of full professor shall be granted when a member meets the following conditions,

(a) The member has demonstrated, at the level of the equivalent thereof, in accordance with the provisions of article 23.4.2

(b) The member has evidenced teaching which, when evaluated in accordance with the provisions of article 24, is deemed to be of outstanding quality. It is understood that, where the application is made in the second year of continuous appointment at the University of Ottawa, the member's record must be such that it is in line with the expectations of the rank and there is sufficient evidence, including the

post-Ph.D. (or equivalent of Ph.D.) university-level teaching at other institutions, to demonstrate a pattern of teaching of at least 3 years that meets expectations.

- (c) The member has produced scientific, literary, artistic, or professional works -- or a combination thereof -- which:
- (i) are, in accordance with the criteria set forth in 23.3.3.2, deemed of good quality;
 - (ii) have contributed, since the member's appointment or promotion to the rank of associate professor, continuously and significantly to the expansion of knowledge in the member's area of specialization, to literary or artistic creation, or to the advancement of a profession;
 - (iii) have had a significant and valuable impact on the field as recognized both at the University of Ottawa and elsewhere, it being understood that this recognition must be confirmed by at least 3 of the 4 outside evaluators chosen by the FTFC to assess the member's works.

This assessment shall be made following an overall evaluation of the member's scholarly works, carried out in accordance with the provisions of section 23.3, during which the opinion of 4 outside evaluators concerning (i), (ii), and (iii) above will have been obtained in accordance with 23.3.2.

- (d) The member has undertaken academic service activities which are, in accordance with 23.2.4.3(a), deemed of satisfactory quality.
- (e) The member will have accumulated, at the end of the calendar year in which the promotion takes effect, 9 years of regular university-level experience, or the equivalent thereof, determined pursuant to 23.4.1.1(b).

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

- (a) The member ~~has, since~~ promotion or appointment to the rank of ~~associate~~ professor, produced ~~scientific, literary, artistic, or professional~~ works which ~~satisfy~~ the criteria in paragraphs (I) and (II) of ~~25.3.3.2(c)~~.
- (b) The member ~~has~~ taught over a ~~wide~~ range of levels and her teaching, when ~~assessed~~ in accordance with article 24, ~~is~~ found to be outstanding.
- (c) The member's workload has included, in the period since promotion to ~~associate~~ professor, teaching ~~activities~~ or ~~academic service activities~~ -- or a ~~combination~~ thereof -- ~~significantly~~ in excess of the norm.
- (d) The member meets the other conditions for promotion to the rank of full professor listed in ~~clauses 25.3.3.2(a), (d) and (e)~~.

***25.3.4** The ~~provisions~~ of ~~article 13~~ notwithstanding, a member who ~~has~~ been refused promotion to the rank of ~~associate~~ professor or full professor for the first time, may ~~wave~~ the right to refer a ~~grievance~~ on this subject to arbitration, in which case the normal practice of not reusing ~~external~~ evaluators ~~notwithstanding~~, the member may elect on the subsequent application that the ~~same entire~~ group of external evaluators be used, and that they be asked only to ~~update~~ their opinions. In the event that one or more of the original evaluators ~~is~~ not available, the usual practice for ~~selection~~ will be followed for ~~missing~~ evaluators, it being understood that if any of the original evaluators remain, such evaluator(s) fulfill the requirement to choose an evaluator from the member's list.

SECTION 25.4 PROCEDURES

25.4.1 An application must be initiated by the faculty member and must be submitted to the dean as early as 1 July but no later than 1 September. The application must be accompanied by the following documentation:

- (a) the member's up-to-date curriculum vitae:
- (b) a copy of the ~~results~~ of the member's scholarly ~~activities~~, in one or more of the forms described in ~~23.3.1.1~~, that the

member wishes to have considered when her application is assessed;

(c) any relevant information regarding the member's participation in academic service activities;

(d) for applications for tenure or for promotion to the rank of associate or full professor, a list of at least 3 persons outside the University who could be called upon to evaluate the member's works, it being understood that this list is to be provided in accordance with the provisions of subsection 23.3.2 of this agreement;

(e) any other information that the member deems useful.

The DTPC and chair, and then the FTPC and dean, will make recommendations in accordance with 5.2. It is understood that the evaluation of teaching, pursuant to article 24, shall be completed prior to the request for these recommendations.

***25.4.2** Where the majority of opinions received from outside evaluators are favorable to the member, but the DTPC, chair, FTPC or dean recommends against the member's application, the DTPC, chair, FTPC or dean shall include in the recommendation a statement of reasons for not making a recommendation in keeping with the views of the majority of outside evaluators. The foregoing applies, *mutatis mutandis*, where the majority of opinions is unfavorable to the member.

***25.4.3** Where the FTPC recommends that the decision under 25.1.7.4(c) be deferred, it shall specify the conditions the member should satisfy in order to meet the requirements when the FTPC reconsiders the file in relation to a final decision.

***25.4.4** In the case of a deferred decision, the Joint Committee shall state its reason(s) therefor and shall specify the conditions the member should satisfy in order to meet the requirements when the Joint Committee reassesses her file one last time.

25.4.5 The dean shall, in writing, advise the member of the Joint Committee's decision and its reasons therefor no later than 1 April, unless valid reasons make this impossible.

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ARTICLE 26

SABBATICAL LEAVE

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SECTION 26.1 GENERAL PROVISIONS

- 26.1.1** The employer shall continue a sabbatical leave policy for academic staff members, counsellors, and language teachers IV. Sabbatical leave is a privilege and is considered an investment toward increasing the quality of research and programs of study at the University of Ottawa by allowing an eligible member:
- (a) to devote more time to scholarly works such as, for example, writing a book, research work, or similar endeavors; or
 - (b) to acquire relevant experience in areas related to her specialization, with the objective of enabling her to make her teaching more complete and more appropriate to the needs of her department or other unit to which she is attached.

26.1.2 A sabbatical leave is either a full sabbatical

leave, for a period of 12 consecutive months, or a *sabbatical half-leave*, for a period of 6 consecutive months. Sabbatical leaves normally commence on 1 July or 1 January.

26.1.3 A member who obtains a sabbatical leave undertakes to remain in the service of the employer during the academic year following the leave. It being understood that this condition shall not apply to a member whose return from sabbatical leave coincides with the beginning of retirement.

26.1.4 Once a sabbatical leave is approved, the member is expected to carry out the projects described in the application for sabbatical leave.

SECTION 26.2 ELIGIBILITY CONDITIONS

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 sabbatical leave.

- (a) The member must be tenured at the beginning of the sabbatical leave.
- (b) The member must have submitted a detailed description of the work she plans to carry out during the leave. This project must, upon evaluation by the faculty and departmental teaching personnel committees and the dean and the department chair:
 - (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 3 years preceding the request for leave, disregarding any special family-related leave, or in light of other relevant information.

26.2.2 Subsections 26.1.1 and 26.2.1 constitute the criteria to be used for recommendations and decisions regarding sabbatical leaves.

SECTION 26.3 DURATION AND REMUNERATION

***26.3.1** Accumulation of credited service
Compensation during sabbatical leave is based

on re ed service, l x c d e\ 2.1
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periods of service vltt the loy ; according
to 26.3.3. Years of service are not r
wt n memb t 8 or mo accumulated
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re s llt for i a m lv c al as set
out in 26.4 or with the permission of th
employer.

Value of credited

*26.3.2.1 Every year of credited service has a value of 12.5% of a year's nominal salary applied to a sabbatical leave

3.2.2 (i) *Sabbatical half-leaves* may be taken at 75% or 100% of nominal salary, reducing the member's accumulated credited service by 3 or 4 years respectively.

(b) *Full sabbatical* leaves may be taken at 50, 62.5, 75, 87.5 or 100% of nominal salary, reducing the member's accumulated credited service by 4, 5, 6, 7 or 8 years respectively.

26.3.3 Credited periods of service

*26.3.3.1 For purposes of this subsection, each calendar year shall be considered as constituted of the *first semester* (January to June inclusive) and the *second semester* (July to December inclusive).

*26.3.3.2 A semester of service with the employer counts as a half-year of credited service when, during at least half of that semester, the member:

- (a) was performing workload duties pursuant to a regular appointment; or
- (b) was performing workload duties pursuant to a replacement appointment and there was no interruption of service between that period and the member's eventual regular appointment; or
- (c) was on maternity leave or parental leave; or
- (d) was on sick leave.

For purposes of accumulation of credited service, vacation periods (other than vacation during sabbatical leave, pursuant to 28.1.8) are treated the same way as periods during which

the member is performing workload duties.

***26.3.3.3** A semester of service with the employer does not count as credited service when the member is on sabbatical for more than half of the semester.

***26.3.3.4** (a) When a member is on paid leave (other than family leave or sick leave) for at least half of a semester, the amount of sabbatical to be granted for that semester, if any, will be determined by the employer at the time the leave is approved. The employer's decision will be reasonable and of the nature of the member's sabbatical 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).

***26.3.4** A member on sabbatical leave may accept a study grant but may not normally hold a paid position without prior approval from the dean. Such approval shall not be unreasonably withheld, it being understood that the acceptance of paid employment with another employer must not serve to increase the member's net income substantially above what the member would have received had she not been on sabbatical leave.

"SECTION 26.4 DEFERRED LEAVE

***26.4.1** When a member applies or notifies the dean that she intends to apply for a sabbatical leave, the dean may impose a deferral in accordance with (a) or (b) below when there are valid administrative reasons for such a deferral. When a dean decides on such an administrative deferral, she will apply (a) if that manner of proceeding is compatible with the nature of the project, administrative considerations, and the member's wishes; otherwise, she will apply (b).

- (a) The dean may order that the application be processed in accordance with 26.7 but defer the starting date stated in the member's application by a multiple of six months, to a maximum of three years. In that event, if the application is approved, the approval will be for a leave starting at the deferred date.
- (b) The dean may defer consideration of the member's application by one, two, or three years. In that event, the procedures in 26.7 are postponed accordingly and the member is expected to submit a new and up-to-date application at an appropriate future time.

The dean shall advise the member of her decision in writing, without undue delay and, in any event, no later than 15 January following the application or notice of intention.

***26.4.2** During a period of administrative deferral, the member accumulates credited service in accordance with 26.3.1 and 26.3.3, even if she already has 8 or more years of credited service, subject to the condition that a member cannot at any time have more than 11 accumulated years of credited service.

***26.4.3** The dean may impose more than one deferral, it being understood that such deferrals for administrative reasons may not exceed 3 consecutive years and that no deferral can be imposed beyond a date on which the member will have accumulated 11 years of credited service. Where a deferral pursuant to 26.4.1(a) follows a deferral under that same clause and the initial application was approved, the original approval shall remain in effect and shall be for a leave starting on the date determined by the most recent deferral.

SECTION 26.5 RESEARCH GRANT

***26.5.1** Members on sabbatical leave may request that a part of their remuneration during their leave be designated as a research grant. In such an

event, the following provisions shall apply.

- (a) The member must submit a request, as well as any relevant information concerning the research project, on the appropriate application form to the Research Committee of the Faculty of Graduate and Postdoctoral Studies. This submission is made through the dean of the Faculty no later than 3 months prior to the proposed starting date of the sabbatical leave, it being understood that the dean may, where appropriate, accept a submission after that deadline.
- (b) The dean of the Faculty of Graduate and Postdoctoral Studies or the dean's delegate shall consider the recommendation of the committee and the reasons therefor and shall decide what portion of the member's remuneration during the sabbatical leave shall be designated as a research grant. The dean shall promptly deliver the decision, along with written reasons, to the member and to the appropriate services.

***26.5.2** Where a portion of a member's remuneration during sabbatical leave is designated as a research grant, the member shall be solely and completely responsible for the administration of the grant. Without limiting the generality of the foregoing, the member shall make all appropriate declarations, notifications and adjustments, required by any government body, in respect of the research grant.

***26.5.3** Where a portion of a member's remuneration during sabbatical leave is designated as a research grant, the member's contributions to the various insurance plans and to the pension plan, calculated in accordance with 26.6.2, shall be deducted from the part of her remuneration other than that designated as a research grant.

***26.5.4** The provisions of this section apply *mutatis mutandis* to paid leaves provided for in 29.3.1 (a), (b) or (c).

SECTION 26.6 OTHER BENEFITS

***26.6.1** **Vacation** In accordance with 26.1.8, a sabbatical leave shall include a vacation of either 11 or 22 working days, depending on whether the leave is a six or twelve-month leave.

***26.6.2** **Contributions** During a sabbatical leave, the employer and the member shall continue their

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contributions to the various insurance plans and to the pension fund, the amounts being calculated on the basis of the member's nominal salary.

***26.6.3** Leaving the country In order that the employer may ensure uninterrupted insurance coverage, a member who will be outside of Canada during part or all of a sabbatical leave must notify the Human Resources Service in accordance with the provisions of 40.1.4.

***26.6.4** Pensionable service For the purposes of pension-related calculations, a six-month sabbatical leave shall count as 1/2 of a year of service with the employer, and a twelve-month sabbatical leave shall count as 1 full year of service, subject to Canada Customs and Revenue Agency limits for such counting of service.

***26.6.5** Rights and privileges While on sabbatical leave, a member shall have all the rights and privileges which she would have if she were not on sabbatical. Without limiting the generality of the foregoing, the member:

- (a) shall have the right to be notified of, and to attend, meetings of her department and faculty, it being understood that written notice -- placed in the member's campus mail box -- shall be sufficient notice of any event on campus of which the member is entitled to notice during the sabbatical;
- (b) shall be entitled to vote at meetings of her department and faculty, subject to the relevant by-laws and it being understood that she shall be able to vote only in person or by delivering her vote by telegram or mail directly to her chair.

***26.6.6** Sick leave Though a member is not normally eligible for sick leave and sabbatical leave simultaneously, she may be considered eligible for sick leave benefits if major medical circumstances (such as an accident, or prolonged hospitalization) occur which may jeopardize the physical or mental capacity of the member to carry out the project for which the sabbatical leave was granted. Under such circumstances, a member shall promptly submit a medical certificate to the University Health Services. On the basis of information provided by the Health Services, the dean shall promptly decide whether the member's sabbatical leave is to be suspended and replaced by a sick leave, it being understood that, if requested by the member, this change

In the nature of the member's leave shall not be unreasonably refused.

SECTION 26.7 PROCEDURES

26.7.1 To be granted a sabbatical leave, the member must submit an official application to the dean before 1 October of the year preceding the academic year during which she proposes to be on leave.

26.7.2 The application must be accompanied by the member's up-to-date curriculum vitae and a report on the member's most recent sabbatical and its consequences, as well as any other information which the member wishes to have considered during the examination of the application. In the application, the member shall:

- (a) indicate the starting date and duration of the leave and state
 - (i) the number of years of credited service held, for sabbatical leave purposes, at the beginning of the leave;
 - (ii) the level of remuneration desired during the leave;
 - (iii) the number of years of credit to be used in order to receive the desired compensation;
 - (iv) the number of years of credited service that will remain after the completion of this sabbatical leave;
- (b) give a detailed description of the work she plans to carry out during the leave and specify the place(s) where she intends to do it.

26.7.3 The dean shall submit the application for the sabbatical leave, along with all of the information and documents accompanying it, to the chair and the DTPC concerned, and then to the FTPC, and shall solicit their recommendations on the basis of the criteria in 26.1.1 and 26.2.1. The FTPC, after considering the DTPC's and the chair's recommendations, shall add its own recommendation.

***26.7.4** The dean shall forward the FTPC's recommendation to the Joint Committee after adding her own recommendation to it. The dean shall attach all relevant documents, including:

- (a) the text of and the reasons for the chair's, the DTPC's, and the FTPC's recommendations;
- (b) a copy of other opinions received by the FTPC, if applicable;
- (c) information supplied by the member, as set out in 26.7.2.

26.7.5 The Joint Committee's decision shall be forwarded to the member before 15 January preceding the commencement of the leave. It being understood that, in the case of a tenure applicant, the approval of a sabbatical leave shall be conditional on the granting of tenure prior to the beginning of the leave.

26.7.6 It is up to the member to submit a new application for a sabbatical leave if a previous application was refused.

***26.7.7** **Changes** If the member, prior to 3 calendar months before the commencement of the sabbatical leave, becomes aware of any fundamental change(s) to her project, she shall promptly notify her dean thereof. The dean or her delegate may, but need not, require a reassessment of the project, but only for the purpose of determining whether the project, as modified, still meets the criteria set out in 26.1.1 and 26.2.1. The dean or her delegate may consult the DTPC, the chair, or the FTPC prior to making any such reassessment but she shall in any event advise the member of her reassessment, if any, within 15 working days of her being notified of the changes. Where the dean concludes that the modified project does not meet the criteria, she shall:

- (e) promptly provide the member with a written statement of the reasons of her reassessment; and
- (b) inform the member of any consequences or requirements which flow from her reassessment. It being understood that, although the leave may be withdrawn, such consequences or requirements shall be reasonably directed at the avoidance of postponement or cancellation of the sabbatical.

***26.7.8** **Report** A member who has been on sabbatical leave shall submit to her dean, within 30 days following the official date of her return to the University, a written report of her activities during the leave. This report may be considered at the next annual review in the light of 26.1.1 and 26.1.4.

SECTION 26.8 COUNSELLORS

26.8.1 **General provisions** The provisions of sections 26.1 to 26.7 shall apply, *mutatis mutandis*, to counsellor members, it being understood that:

- (a) with respect to procedures, the director of the Counselling and Personal Development Service replaces the dean, and the CPDSPC replaces the DTPC and the FTFC;
- (b) the provisions in 26.1.1 are to be replaced by those in 26.8.2;
- (c) the specific provisions in 26.8.3 are to be added to the procedures described in section 26.7.

***26.8.2** **Purpose** Sabbatical leave is intended to provide a counsellor member with an opportunity to do one or more of the following:

- (a) to engage in scholarly activities related to the profession of counselling;
- (b) to gain professional or practical expertise in a field or area related to the member's professional responsibilities;
- (c) to undertake training or other relevant activities for the purpose of enabling the member to take on new duties.

***26.8.3** **Procedures** At the time at which, pursuant to 26.7.4, the director forwards the recommendation of the CPDSPC and her own recommendation to the Joint Committee, the director shall also send the same material to the director-general of Student Services. The director-general may forward written comments

concerning said recommendation to the Joint
Committee and, in that event:

- (a) such comments shall be added to the documentation to be taken into consideration;
- (b) copies of her remarks or comments shall be forwarded to the member, the director and the CPDSPC.

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ARTICLE 27

SICK LEAVE

27.1 Eligibility and benefits
27.2 Procedures

SECTION 27.1 ELIGIBILITY AND BENEFITS

27.1.1 General

*27.1.1.1 Subject to the provisions of this article, a member ~~is eligible~~ for sick *leave benefits*, and ~~is considered~~ to be on sick *leave*, whenever she is, by reason of accident or illness, unable to perform her regular workload duties.

'27.1.1.2 For an ~~eligible~~ member to receive sick leave benefits, the conditions in ~~this~~ article must be met.

*27.1.1.3 ~~Being~~ on sick leave shall not diminish a member's right of access to ~~services~~ normally provided by the employer nor ~~the~~ right to apply for, receive, and manage research and ~~similar~~ grants, to the extent that the ~~exercise~~ of such rights ~~is compatible with~~ the member's medical condition.

27.1.2 Limitations on eligibility

*27.1.2.1 Notwithstanding the generality of the ~~foregoing~~, a member ~~is not eligible~~ for sick leave benefits:

- (a) while on parental leave, It being understood that, pursuant to ~~29.2.1.3~~, a member suffering from pregnancy-related complications is eligible for sick leave benefits;
- (b) while on vacation or, subject to ~~26.6.6~~, while on sabbatical leave;
- (c) If she has Intentionally made herself ill or injured for the express purpose of taking advantage of the provisions of this article;
- (d) while serving a prison sentence, or for an injury received while committing a criminal act for which she eventually was found guilty by a duly constituted court.

~~*27.1.2.2~~ If a member's disability is due to drug addiction or alcoholism, the member shall not be eligible for sick leave benefits unless the leave is for the time required for treatment under the care of a physician or other recognized professional, or in a recognized professional institution upon recommendation of a duly qualified physician.

27.1.3 Benefits

~~*27.1.3.1~~ A member who is on sick leave is entitled to receive 100% of regular salary for a period of 119 calendar days, for each separate accident or illness.

~~*27.1.3.2~~ To have the sick leave benefit period, as provided for in ~~27.1.3.1~~, renewed in full, a member who is on sick leave and collecting sick leave benefits must return to work for 1 complete work day if the cause of disability is completely different and in no way related to the first cause, or for 30 calendar days if the cause of disability is the same as the first.

~~*27.1.3.3~~ The sick leave benefits to which a member is entitled are reduced by the amount of any Workers' Compensation benefits, It being understood that this provision applies, mutatis mutandis, to any insurance plan which replaces Worker's Compensation.

27.1.4 Termination of employment

~~*27.1.4.1~~ Sick leave benefits are not cumulative and are not reimbursed upon termination of employment or at any other time.

27.1.4.2 Sick leave benefits for any period of absence which follows notice of termination of employment are not payable unless the disability has been confirmed by a physician.

*27.1.5 Disability Plans Where a member is on sick leave until the conclusion of the maximum period of eligibility, she may be eligible for long-term disability benefits as provided for in section 40.2. No further sick leave benefits are provided to members who are deemed ineligible for the long-term disability insurance plan.

SECTION 27.2 PROCEDURES

27.2.1 Information

*27.2.1.1 As soon as possible after the commencement of each period of disability, the member or her delegate must inform the member's chair of the nature of the disability and the estimated duration of absence.

*27.2.1.2 A sick leave form must be presented by the member or her delegate to the dean or her delegate before the 30th day of disability-caused absence. After approving the form, the dean or delegate shall forward it to the Human Resources Service.

*27.2.1.3 Upon request by the dean or her delegate, a medical certificate must be submitted to the University Health Services:

(a) for any sick leave period which exceeds 10 consecutive working days; or

(b) if, on the basis of the member's sick leave record, the dean has serious doubt as to the validity of the claim for sick leave benefits, even if the sick leave period is shorter than 10 consecutive working days.

27.2.1.4 Where the sick leave exceeds 10 consecutive working days, the member must notify the dean of her intention to return to work. Should the medical certificate specify a return date and should the member wish to return to work prior to that date then a second medical certificate may be required by the employer.

*27.2.2 Mandatory examination At any time during

a member's sick leave, the member's dean or her delegate or the employer's liaison officer may, in order to determine if the member is eligible for sick leave benefits or is able to return to work, require that this member be examined by one or more physicians appointed and paid by the employer. The employer shall make reasonable efforts to consult with the member before appointing such physician or physicians in an effort to identify physicians acceptable to the employer and the member,

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ARTICLE 28

VACATION LEAVE, HOLIDAYS AND ABSENCES

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[28.3 Holidays](#)
[28.4 Availability and authorized absence](#)

SECTION 28.1 VACATION LEAVE

- *28.1.1** For the purposes of this section, 1 month shall be 22 working days.
- *28.1.2** 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 of vacation leave; a member employed for less than a full academic year is entitled to a proportionally shorter vacation leave.
- *28.1.3** 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 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.
- *28.1.4** Any unused vacation leave shall be forfeited 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.

- *28.1.5** A member may take vacation leave at any time (s) provided:
- (a) she notifies her dean in advance of each vacation period;
 - (b) the vacation will not interfere with the member's assigned duties as included in the member's workload pursuant to article 22.
- *28.1.6** Vacation leave may be taken in one or more parts. Scheduled duties such as teaching or counselling shall not be assigned in such a way that the member is prevented from using her vacation leave in a single block if she chooses to do so.
- *28.1.7** While on vacation, a member shall receive the same remuneration to which she would be entitled if she were not on vacation.
- *28.1.8** **Vacation during sabbatical** A member must take 1 month of vacation leave during any twelve-month sabbatical and 0.5 month of vacation leave during any six-month sabbatical.
- *28.1.9** Vacation leave shall not be forfeitable for its monetary value except in the event of death, in which case the value of the unforfeited vacation leave shall be paid to the deceased member's estate. In the event of termination, any vacation must be taken before the date of termination.
- 28.1.10** If an official holiday falls during a member's annual vacation leave, it is considered as an official holiday and not as a day of vacation.

SECTION 28.2 VACATION LEAVE (LIBRARIANS)

- 28.2.1** **General provisions**
- 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 working days for every year of continuous service.
- 28.2.1.2** *Continuous service* shall mean the period during which a member has worked for the employer and has received a salary from the employer, excluding any period during which the regular payment of salary by the University has been interrupted for any reason.

whatsoever.

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 working days) times the number of calendar days for which the member has been at the University's employ, divided by 365.

28.2.1.4 A member on professional leave continues to accumulate days of vacation leave to which she is entitled at the same rate as if she were working in her position.

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 10 working days of leave, provided that she uses up those days before the end of the following year. Exceptionally, more than 10 working days of leave may be carried over to the following year, with the approval of the chief librarian.
- (b) During the period which follows the first 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 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.
- (c) A member may, for valid reasons, take in advance a part of the vacation leave to which she would be entitled the following year. In such an event, the member cannot take more days of vacation than the number to which she is already entitled by virtue of the period worked since the

beginning of the calendar year,

28.2.2.2 For every unit, the 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 chief librarian or her delegate for decision.

A member who returns from vacation early shall so notify the head of her unit.

28.2.2.4 Regardless of the duration of the vacation leave, a member shall submit a leave form at the end of the month during which vacation leave was taken.

28.2.2.5 A request for vacation leave on specified dates shall not be refused without serious reasons. The chief librarian may refuse a member's request for annual leave on certain dates if there is no way to compensate adequately for the member's absence without considerably reducing the quality of service to the university community or if overtime has to be paid or additional staff must be hired in order to accommodate the member's request.

28.2.3 Pay for vacation leave

28.2.3.1 During a member's vacation leave, the employer shall continue to pay the member as if she were at work.

28.2.3.2 in case of termination of employment, a librarian shall be reimbursed for accumulated days of vacation leave on the basis of her salary at the time of cessation of work: in case of death, the reimbursement shall be to her estate. In no other case shall a member's days of vacation leave be paid to the member in addition to her regular salary, instead of being used as time off with pay.

SECTION 28.3 HOLIDAYS

*28.3.1 General For the purposes of this agreement, the following days are official holidays:

(e) Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labor Day, Thanksgiving Day, and

(b) all days declared to be statutory holidays by Federal authority or by authority of the Province of Ontario.

*28.3.2 Christmas recess The parties agree that the University of Ottawa is officially closed during a period beginning at 12 noon on the last working day prior to Christmas or, if Christmas is on Sunday or Monday, at 5 p.m. on the Friday preceding Christmas, and ending at 12 noon on 2 January or, if 2 January is a Saturday or Sunday, at 8:30 a.m. on the Monday following 2 January.

SECTION 28.4 AVAILABILITY AND AUTHORIZED ABSENCE

28.4.1 Residence A member's residence must not be so far from the University of Ottawa as to limit the carrying out of her workload duties. The member cannot therefore require that her place of residence be taken into account in the assigning of duties within her academic unit. She may, however, advise the dean and the chair of her preferences.

*28.4.2 For purposes of this section, campus means the premises of the University of Ottawa.

*28.4.3 A member who is not on sabbatical or other leave is required to be present on campus:

- (a) when her presence is necessary for the performance of teaching duties which are included in her workload pursuant to 22.1.2.2(a) or for the guidance of graduate students whose work she supervises; and
- (b) for a reasonable number of regularly scheduled office hours pursuant to 21.1.3 (b); and
- (c) to assume a fair share of academic service activities required for the proper functioning of her academic unit and of the University of Ottawa;
- (d) when her dean or chair gives her reasonable notice that, for good and valid reasons, her presence on campus is required.

*28.4.4 A member is not required to be present on campus to fulfill her workload obligations, whenever another location is more appropriate for that purpose and her absence from campus does not interfere with the application of 28.4.3.

*28.4.5 **Information** Except when a member is on vacation leave, the member shall ensure that her chair is aware of how and where the member can be contacted without undue delay.

28.4.6 **Authorized absence**

*28.4.6.1 Notwithstanding the foregoing, a member may request an authorized absence during which the member shall not be required to be present on campus except in accordance with 28.4.6.5 below.

*28.4.6.2 An authorized absence shall be for a maximum period of 60 calendar days and shall be renewable.

*28.4.6.3 To be eligible for an authorized absence, a member must have no duties as described in 28.4.3(a) and (c) until requested to return to work.

*28.4.6.4 A member requests an authorized absence by writing to her dean no later than 20 working days prior to the anticipated commencement of the authorized absence. The letter shall state the anticipated date of commencement and the anticipated duration of the authorized absence, and the member's reasons for the authorized absence. The dean may consult with the member's chair or DTPC and shall either approve or deny the authorized absence. The dean shall forward her decision to the member,

along with the written reasons therefor, no later than 15 working days after submission of the request. The dean shall not unreasonably deny a request for an authorized absence.

***28.4.6.5** During an authorized absence, the member shall only be required to be present on campus to carry out duties for which she has received notice pursuant to 28.4.3(d) or for which such notice was included in the dean's decision regarding the absence as forwarded to the member pursuant to 28.4.6.4.

***28.4.6.6** The member's rights, privileges, duties and responsibilities shall remain unchanged during an authorized absence, apart from the added right to be absent without being subject to recall.

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ARTICLE 29

OTHER LEAVES

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SECTION 29.1 GENERAL

- *29.1.1** The following provisions apply to all leaves dealt with in this article.
- *29.1.2** The employer agrees that, at the conclusion of any leave, the member's rights and privileges shall be restored and the member shall be entitled to the rate of pay to which she was entitled at the commencement of the leave, increased by all scale adjustments which were granted to members of equal rank, up to the maximum salary of the rank held by the member at the commencement of the leave. A tenured member remains tenured while on a leave granted in accordance with the provisions of this article.

SECTION 29.2 PARENTAL LEAVE

- 29.2.1** Maternity leave
- *29.2.1.1** Maternity leave shall be for a period of up to 20 consecutive weeks. The period may commence as early as 17 weeks preceding the anticipated date of delivery and as late as the day of delivery, and may not terminate before the sixth week following the day of delivery. Subject to the provisions of this clause, the member shall decide when she will take a

maternity leave.

***29.2.1.2** It is understood that, where:

- (a) medical considerations require that a member begin her maternity leave more than 17 weeks before expected delivery, or
- (b) delivery occurs later than expected,

the postnatal period of leave shall nonetheless be of at least 6 weeks' duration, with the possible effect of extending the member's leave beyond 20 weeks. The period of such extension of the leave shall be considered as arising from complications due to pregnancy and, as such, shall be governed by article 27 on sick leaves.

1. Remuneration during maternity leave shall be as follows and shall be computed on the basis of the member's salary prior to such reduction. However, should the member's salary be reduced by reason of maternity leave, remuneration shall be computed on the basis of the salary prior to such reduction.

- (a) The member shall receive 95% of her salary for the initial 10 working days of the leave.
- (b) From 2 weeks of maternity leave to 20 weeks, the employer shall pay the difference between
 - (i) 95% of the member's salary, and
 - (ii) the maximum level of employment Insurance (EI) benefits available to any person whose salary corresponds to the member's salary.
- (c) If a member is required by law or government regulation to repay the Receiver General for Canada a portion of the EI benefits received by her during the period for which she received remuneration under (b) above, the employer will reimburse her, by means of a single lump sum payment, the amount that she is required to repay.

***29.2.1.4** If a member has reason to believe that she may require a maternity leave, she shall notify her chair and dean of the fact, in writing, during the term preceding the term in which the leave is expected to commence or, in the case of a

librarian member, 2 months before ~~the~~ anticipated commencement of the leave.

*29.2.1.5 The member shall, no later than 10 working days prior to the commencement of ~~the~~ maternity leave, notify her chair and dean, in writing, of the date on which the leave ~~is~~ to commence. However, the member shall not be required to provide such notice where a physician declares in writing that the member is not or was not able to provide the notice. In such a case, the member shall give the notice as soon as is reasonably possible. The dean shall promptly notify the Human Resources Service and the Human Resources ~~Service~~ shall contact the member and shall provide the member with any information or assistance which the member may require to claim EI maternity benefits.

*29.2.1.6 At the conclusion of maternity leave, a member is eligible for reduced workload arrangements as set out in Article 30.

*29.2.1.7 Subject to the provisions of this section, a member on maternity leave may apply to her dean for a leave of absence without pay of up to 2 years beginning within 6 months of the conclusion of the maternity leave. Such leave shall not be unreasonably refused by the employer.

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

(e) 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 6 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 12 months,

*29.2.1.9 A member shall not be compelled to schedule her resignation during her maternity leave

*29.2.1.10 The position of a member on maternity leave shall be retained, even though she may be temporarily replaced. The cost of replacing a member on leave, where a replacement is necessary, shall be borne by the employer.

*29.2.1.11 (a) The employer and the member shall continue to pay their full regular contributions to employee benefit plans throughout the maternity leave.

(b) In the case of a leave of absence pursuant to 29.2.1.7 the provisions of 29.3.3 shall apply.

*29.2.1.12 For purposes of vacation, promotion, or sabbatical or professional leave, any period of maternity leave shall be considered as a period of service with the employer.

*29.2.1.13 Notwithstanding 29.3.4, when a member returns to work following a maternity leave, her compensation shall be the same as it would be had the member not been on leave.

*29.2.1.14 In the event of any non-renewal of appointment or dismissal of a regular member after her return from maternity leave, the employer undertakes that such cessation of employment shall not become effective until 18 weeks after her resumption of duties following the leave.

29.2.2 Paternity leave

*29.2.2.1 Any male member is entitled to paternity leave, as follows.

(a) A member shall be entitled to 2 days of leave during the 30 days following the birth of the child,

(b) During such paternity leave, the member shall receive 100% of the salary and benefits to which he would be entitled if he were not on leave.

*29.2.2.2 A member shall inform his chair in writing of his intention to take such leave although the exact starting date need not be declared until after the child's birth.

- *29.2.2.3** The paternity leave provided by this subsection is distinct from the parental leave provided under 29.2.3.
- 29.2.3** Parental leave
- *29.2.3.1** Any member may take a parental leave following:
- (i) the birth of a child, or
 - (ii) the coming of the child into the custody and care of the parent for the first time.
- *29.2.3.2** Parental leave may begin no more than 52 weeks after the day the child is born or comes into the custody and care of the parent for the first time. Parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise, or on an earlier day if the member gives her chair and dean at least 4 weeks written notice of that day.
- *29.2.3.3** Parental leave is available to both parents. For the purposes of this section, *parent* includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- *29.2.3.4** The member's chair and dean shall be notified, in writing, of the date of commencement of parental leave as soon as possible after the member becomes aware of that date. The dean shall promptly notify the Human Resources Service and the Human Resources Service shall contact the member and shall provide the member with any information or assistance which the member may require to claim EI benefits.
- *29.2.3.5** The provisions of 29.2.1.7 to 29.2.1.12 inclusive apply, *mutatis mutandis*, to parental leave, it being understood a member may opt out of participation in the pension plan during such leave.
- *29.2.3.6** If the parental leave is taken, remuneration shall be as follows.
- (a) The member shall receive 95% of regular salary for the initial 10 working days of the leave.
 - (b) For the period of up to 8 weeks following the initial 10 working days mentioned in (a), and no later than 52 weeks after the

child is born or comes into the custody and care of the parent for the first time, the employer shall pay the difference between

- (i) 95% of the member's regular salary, and
 - (ii) the maximum level of EI benefits available to any person whose salary corresponds to the member's salary.
- (c) For the balance of the parental leave, the leave shall be without pay.
- (d) If a member is required by law or government regulation to repay the Receiver General for Canada a portion of the EI benefits received by her during the period for which she received remuneration under (b) above, the employer will reimburse her, by means of a single lump sum payment, the amount that she is required to repay.

***29.2.3.7** If the parental leave is taken in a context other than an adoption, the following provisions apply.

- (a) if the leave is taken by the mother, in the context of the birth of a child, it must begin when the maternity leave ends.
- (b) Where, at the end of the maternity leave, the child has not yet come into the custody and care of a parent for the first time, the provisions of the Employment Standards Act of Ontario shall apply.

SECTION 29.3 LEAVE OF ABSENCE

***29.3.1** A leave of absence with or without pay may be granted by the employer to a member for any of the following reasons:

- (a) to provide the member with a period in which to pursue studies, undertake retraining, or otherwise expend or improve her qualifications as a scholar, teacher, or professional;
- (b) to allow the member to assist, or provide services to, a learned or professional society, an organization such as CAUT, AUCC, OCGS, or the like, or to a municipal, provincial, national, or international agency, or the like;
- (c) to allow the member to provide a

community, regional, national or International group or project with services relevant to the member's academic discipline or profession;

- (d) to attend as witness or Juror, in accordance with **29.3.7**;
- (e) to campaign for or hold public office, in accordance with **29.3.8**;
- (f) to care for a person defined in **40.1.5** or a spouse or a parent (hereinafter referred to as a special family leave).

Leaves of type (a), (b), (c), and (f) shall not normally exceed **2 consecutive** years.

Librarian members may apply for professional leave pursuant to section **31.2** and for leave without pay pursuant to section **31.3** and may, in circumstances not dealt with in sections **31.2** or **31.3**, apply for leave of absence pursuant to the provisions of this section. Language teacher members may apply for professional leave pursuant to section **29.4** and may apply for any other leave of absence pursuant to the provisions of this section.

***29.3.2** Remuneration during leave A member applying for a leave of absence under **29.3.1** (a), (b), or (e) may request, and the employer may grant, partial or full remuneration for the duration of the leave or any part thereof. Where remuneration is granted, the employer's liaison officer shall advise the Association of all the terms of the leave, including the remuneration to be received by the member during the leave.

***29.3.3** Benefits While on leave of absence, a member may continue to participate in the employee benefits listed in **40.1.1**. In order to participate, the member must, no later than **20 working days** prior to the commencement of the leave, deliver written notice to the Human Resources Service, stating the programs in which the member will continue to participate during the leave and undertaking to pay the normal employee and employer contributions for insurance premiums and the pension plan. The contributions will be based on the member's nominal salary as it was at the beginning of the leave, adjusted, subject to relevant provisions of article **41**, by any scale increases coming into effect during the leave. The employer's contributions will be

determined in accordance with 40.1.1.5. Any period where the member so contributes to the pension plan counts as a period of full-time service with the employer, subject to Canada Customs and Revenue Agency limits for such counting of service.

29.3.4 Progress through the ranks

*29.3.4.1 For purposes of determining whether the member receives a progress-through-the-ranks (PTR) adjustment corresponding to a period when the member is on leave of absence, each calendar year shall be considered as constituted of the *first semester* (January to June inclusive) and the *second semester* (July to December inclusive).

*29.3.4.2 For any leave contained entirely within one semester, the member's eligibility for PTR shall not be affected by her having been on leave of absence. It being understood that assessment for PTR purposes shall be based upon

(a) the period not on leave for scheduled duties, and

(b) the entire year for scholarly activities.

*29.3.4.3 For any leave not contained within one semester the Joint Committee shall determine when the leave is granted whether the member's PTR is to be reduced on a pro rata basis by reason of the leave of absence. The member's dean shall make recommendations in this regard after consultations with the FTPC. It is understood that this consultation with the FTPC does not imply a requirement to refer the matter to the DTPC.

*29.3.5 **Year of university-level experience**
(Y) For purposes of determining the member's PTR, any period during which a member is on leave of absence shall or shall not be counted as a period of university-level experience, according as the member's PTR for that period is or is not affected by the leave.

29.3.6 Application and approval procedure

*29.3.6.1 A member applies for leave by forwarding to her dean the appropriate application form,

accompanied by any relevant documentation. The application shall normally be made not less than 6 and not more than 18 months prior to the requested starting date for the leave.

***29.3.6.2** The Joint Committee shall decide, no later than 3 months following the date of application, whether to grant the leave. Granting of a leave of absence of normal duration shall not be unreasonably denied.

***29.3.7** **Court leave** A leave of absence with no loss of remuneration and no effect on benefits shall be granted to any member, other than a member already on leave of absence, who attends as a witness or serves as juror in the proceedings of any judicial, quasi-judicial, or administrative body in Canada having the power to compel the attendance of witnesses before it.

***29.3.8** **Public office leave** A member who is an official candidate for election to the Parliament of Canada, to a provincial legislature or assembly, or to the office of mayor of Ottawa or Gatineau or any similar office as determined by the employer, may request a leave of absence with no loss of remuneration and no effect on benefits for a period of up to 30 consecutive calendar days during which she is campaigning for office. A tenured member may request a leave of absence without pay for any period up to 6 years in which she holds one of the aforementioned offices. A leave of absence, to campaign for or to hold one of the aforementioned offices, shall not be denied without valid administrative or academic reason.

***29.3.9** **Part-time service with employer** While on leave of absence as provided for under 29.3.1 (a), (b) or (a), a member is eligible for appointment as a sessional lecturer, sessional language teacher, or part-time librarian or counsellor with the same remuneration and assistance as a person who is not a member of the Association.

SECTION 29.4 PROFESSIONAL LEAVE (LANGUAGE TEACHERS)

29.4.1 **General provisions**

29.4.1.1 The provisions of this section apply to language teachers I, II, and III.

***29** The **policy shall maintain a professional leave policy for its language teacher members.**

This leave is a privilege, and is considered an investment towards the development of the University by giving a member the opportunity to engage in one or several of the following activities:

- (a) to undertake a research program in linguistics, applied linguistics, language didactics, or in education or psychology in a field related to the teaching of English or French as a second language, to be carried out at a recognized institution of higher learning;
- (b) to acquire additional or special training in one of the disciplines referred to in (a) above, that will be of benefit to the member and the employer;
- (c) to engage in training or advanced studies related to the profession of language teaching;
- (d) to refrain or undertake other relevant activities for the purpose of enabling the member to take on new duties.

29.4.1.3 Apart from exceptional cases, professional leave shall be for a period not exceeding 8 consecutive months.

29.4.1.4 The annual budget available for financing supplementary costs arising from professional leaves of language teachers shall be \$19,685 for the life of this agreement.

29.4.2 Conditions

29.4.2.1 To be eligible for professional leave, a language teacher must meet the following conditions.

- (a) The member must be tenured at the time the professional leave commences.
- (b) The member must have completed, by the time her first professional leave is to begin, 5 consecutive years of full-time service as a language teacher at the University of Ottawa. For a leave subsequent to the first, the member must have completed

(1) 2 consecutive years of full-time service since the end of the preceding

professional leave, in the case of a leave of 4 months or less;

(ii) 4 consecutive years of full-time service since the end of the preceding professional leave, in the case of a leave of more than 4 months.

(c) The member must have presented, in accordance with the procedures set out in 29.4.3, a detailed plan of the work or studies she intends to pursue during her professional leave.

(d) The member must undertake to remain in the service of the employer after the leave, for a length of time equal to the lesser of: 1 year, or twice the length of the leave.

29.4.2.2 Subject to the availability of funds, a language teacher shall be granted a

(a) a language teacher's performance is at least satisfactory in every category of her workload; and

(b) the nature and quality of her project are such that one or several of the goals described in 29.4.1.2 would be attained.

29.4.2.3 Absences of 6 months or more, resulting from the accumulation of sick leave periods of 1 month or more, are subtracted from the period of service applicable to the calculation of the years of service required for obtaining a professional leave. It is understood, however, that such absences do not interrupt the continuity of service.

29.4.3 Procedures

29.4.3.1 To be granted a professional leave, a language teacher must submit an official request to the dean at least 6 months before the proposed beginning of the leave.

29.4.3.2 In her application for a professional leave, the language teacher shall:

(a) indicate the starting date and length of the leave;

(b) specify the remuneration to be received during the leave, and the reasons for this aspect of the application;

- (c) present a detailed description of the work or studies she intends to undertake during her leave:
- (d) add any information that she wishes to have considered during examination of her application.

- 29.4.3.3** The dean shall solicit a recommendation concerning the application for leave from the director of the Second Language Institute and the TPCI. She shall subsequently submit the application to the FTPC, which shall add its own recommendation. The dean shall add her own recommendation and forward everything to the Administrative Committee. The recommendations shall deal with the principal substance of the application and, where the recommendations are favorable, they shall indicate the appropriate remuneration for the member during the leave.
- 29.4.3.4** The language teacher shall be informed of the FTPC's and the dean's recommendations, and, if the recommendations are negative, she may submit a letter of disagreement to the employer's liaison officer. In accordance with the provisions of subsection 13.3.1, *mutatis mutandis*.
- 29.4.3.5** The Administrative Committee shall accept or reject the application, giving proper consideration to the recommendations of the director of the Second Language Institute, the TPCI, the FTPC, and the dean, and taking into account the financing allocated by the employer to the supplementary costs due to professional leaves.
- 29.4.3.6** The dean shall promptly forward the decision to the member, no later than 3 months before the leave is to begin. The Administrative Committee's decision forwarded to the member shall, if positive, specify the length of the leave granted, the portion of the salary which the member will continue to receive, if applicable, and, if applicable, the other expenses which the employer agrees to reimburse.
- 29.4.3.7** Once the work or studies which the member plans to undertake during a professional leave have been approved, the member is expected to carry them out.
- 29.4.3.8** In case of significant changes to her plans for the professional leave, the member shall submit an official application to the dean at least 3 months before the beginning of the professional leave or, if that is not feasible, as soon as possible.
- 29.4.3.9** It is up to the member to submit a new

application for professional leave if her previous application was rejected.

29.4.3.10 A language teacher who chooses to work during her leave on a project which may be eligible for an external grant is encouraged to apply for a grant from external organizations.

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ARTICLE 30

REDUCED WORKLOAD

30.1 General
30.2 Application and approval
30.3 Conclusion and renewal
30.4 Rights, privileges and benefits

SECTION 30.1 GENERAL

- *30.1.1 A **reduced workload arrangement** is intended to enhance a member's ability to allocate her time and efforts in a manner suitable to her desires and ability and compatible with the interests of the employer.
- *30.1.2 Only members with tenure or continuing appointments are eligible for reduced workload arrangements.
- *30.1.3 Notwithstanding 30.1.2, members are eligible for reduced workload arrangements immediately following the completion of their leave, it being understood that for such a period of reduced workload of up to 2 years both the member and the employer shall contribute to the University of Ottawa Pension Plan on the basis of the member's credited service. The member's credited service for pension plan purposes shall be as if they had not been on reduced workload. The member shall be eligible for such arrangements for a period of 2 years commencing on 1 July.
- *30.1.4 A reduced workload arrangement shall be for any number of years agreed to by the member and the employer, renewable, and commencing on 1 July.

During the period, the member's workload shall be fixed at a certain percentage, which shall not be less than 50% of a full workload throughout the period of reduced workload, and her actual salary shall be at the same percentage of the salary she would receive if carrying the full workload. Notwithstanding the above, a librarian or counsellor member may request an arrangement whereby the annual workload reduction is allocated in whole or in part as a block of time of not less than 30 days between 1 May and 1 September of any year.

***30.1.5** A reduced workload arrangement shall arise only pursuant to an application by a member and shall not be imposed by the employer. The applicant member shall be entitled to the period of reduced workload only after the application has been approved in accordance with 30.2.2.1 and a reduced workload agreement has been signed and approved in accordance with 30.2.2.2.

SECTION 30.2 APPLICATION AND APPROVAL

***30.2.1 Application** A member applies for a period of reduced workload by writing to her chair and dean. The application letter shall:

- (a) state the proposed date of commencement and the proposed term for the requested period of reduced workload;
- (b) state the percentage of a full workload which the member desires to carry during the period;
- (c) state any terms or conditions which the member wishes to have associated with the reduced workload, including terms or conditions respecting any activities which would be reduced more than others or respecting the distribution of workload obligations within the period of reduced workload;
- (d) contain any documentation that the member deems relevant to the application, including any supporting arguments or comments of the member;
- (e) be delivered to the member's dean no later than 1 November of the calendar year preceding the commencement of the period of reduced workload.

30.2.2 Approval procedure

***30.2.2.1** The DTFC and the chair, then the FTFC, and then the dean, shall consider the application in

accordance with the relevant provisions of this agreement. Each shall recommend that the period of reduced workload be granted as proposed, granted in some modified form acceptable to the member, or denied. The employer shall decide, no later than 1 February following the date of application, to grant or to deny the member's application for a period of reduced workload.

***30.2.2.2** Where an application has been approved, the dean shall prepare a reduced workload agreement setting out all of the terms and conditions particular to the approved reduced workload arrangement. A copy of the agreement shall be delivered to the member and to the Association. The agreement shall have effect only when it is signed by the Association's liaison officer and the member.

SECTION 30.3 CONCLUSION AND RENEWAL

***30.3.1** Upon the conclusion of a period of reduced workload, the member shall automatically return to full workload unless a further period of reduced workload has been approved in accordance with the provisions of this article.

***30.3.2** A member may, at any time during a period of reduced workload, request that the dean may grant that the member be restored to full-time status or that her workload be modified in some other way.

SECTION 30.4 RIGHTS, PRIVILEGES AND BENEFITS

***30.4.1** Subject to the terms of this agreement, a member's rights, privileges and benefits during a period of reduced workload shall be the same as if the member were not on reduced workload. Without limiting the generality of the foregoing, during a period of reduced workload, the member's vacation leave is governed by the provisions of 28.1, the member's sick leave is governed by the provisions of article 27, the member's eligibility for promotion is governed by the provisions of article 25, and the member's eligibility for sabbatical is governed by article 26.

***30.4.2** Except as provided for in 30.1.3, a member on reduced workload continues to participate in the University of Ottawa Pension Plan using one of the following options.

Option 1: The member and the employer contribute on the basis of the member's regular salary (as per 41.1.1) and the member receives prorated credit for years of service.

Option 2: The employer contributes on the basis of the member's regular salary (as per 41.1.1), while the member contributes on the basis of her nominal salary and also contributes an additional amount equal to: the difference between the employer's contribution computed according to 40.1.1.5(a) on the basis of the member's nominal salary, and that amount with nominal salary replaced by regular salary. The member receives credit for full years of service, subject to Canada Customs and Revenue Agency limits for such counting of service.

All other employee benefits continue in force with the member selecting either (a) or (b):

- (a) the benefit levels determined by the member's regular salary and the employer and the member contribute on the basis of the member's regular salary;
- (b) the benefit level is determined by the member's nominal salary and the employer contributes on the basis of the member's regular salary while the member contributes on the basis of her nominal salary and, where applicable, also contributes an additional amount equal to: the difference between the employer's contribution computed on the basis of the member's nominal salary, and that amount with nominal salary replaced by regular salary.

***30.4.3**

During a period of reduced workload, the member shall be credited for her service as follows.

- (a) The member shall accumulate sabbatical credits at a reduced rate corresponding to the reduced workload. Sabbatical credits for a period of reduced workload shall be computed by the dean, rounded to the nearest half-year, and shall be specified in the reduced workload agreement.
- (b) For all other purposes, each year of service during the reduced workload shall

be considered as a portion of a year of *university-level experience* equal to the portion of a full workload carried by the member during the period.

***30.** Any provisions of this article which are incompatible with the provisions of 40.1.1.4 pp as set forth in this article.

***30.4.5** For a member who has not joined the pension plan, clauses 30.1.3 and 30.4.1.2 do not apply until the member joins the plan.

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ARTICLE 31

SPECIAL PROVISIONS: LIBRARIANS

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SECTION 31.1 GENERAL

31.1.1

***31.1.1.1** Where there is a reference, in a part of this agreement dealing with librarians of the Library Network, to the head of ~~the~~ relevant ~~administrative unit~~, this shall mean the department, service, or library head or director most immediately concerned with the issue at hand.

***31.1.1.2** For the purposes of this agreement, the ~~immediate supervisor~~ of a librarian member is the person who, pursuant to procedures in use in the Library Network, is responsible ~~for filling~~ out the member's performance appraisal form.

"31.1.1.3 For the purposes of the agreement ~~APUO~~ ~~library representative~~ shall mean either of the librarian members serving as ~~APUO~~ Board of Directors members for the Library Network.

***31.1.2** The employer agrees to maintain 3 bulletin boards in the ~~Morisset~~ Library, and notice boards in each of the other libraries. ~~These~~

notice boards shall be used, *inter alia*, for the posting of information about vacant librarian positions in the Library Network and for Association notices. The employer also agrees to forward information and announcements received electronically to all librarians.

31.1.3

***31.1.3.1 Library Council** Library Council shall be the official means of consultation between the chief librarian and the librarians. The Council is chaired by the chief librarian. All librarian members shall be full members, as well as the two assistant chief librarians, the director of Morisset, and the chief administrative officer.

The role of the Library Council is to discuss issues in a collegial setting and make recommendations to the chief librarian concerning the policies, operations, and development of the Library Network

It is understood that:

- (a) quorum shall consist of no fewer than half of the regular librarian members holding a major administrative position;
- (b) all services are to be maintained during meetings of Library Council;
- (c) librarians holding a major administrative position shall attend meetings of Library Council unless there are valid reasons for being absent.

31.1.3.2 A librarian member shall also be invited to be a member of a selection committee for the chief librarian or an assistant librarian, if and when one is being selected.

31.1.3.3 When the chief librarian receives a recommendation from Library Council or the selection committee referred to in 31.1.3.2, she shall advise the Council or committee – before putting into effect any decision whatsoever regarding its recommendation – of the fate of the recommendation and of the reasons for that decision.

31.2.1 General provisions

31.2.1.1 Objective The employer shall continue a professional leave policy for librarian members. This leave is a privilege and is considered an investment in the development of the University by allowing a member to undertake one or more of the following activities:

- (a) devote herself to scholarly work as defined in 20.5.3.4, 20.5.4, and 20.5.5;
- (b) acquire practical experience in an area related to her responsibilities or her specialization;
- (c) pursue advanced, full-time studies in library science or university-level studies leading to an honours bachelor's degree or a master's degree in another discipline;
- (d) undergo development or retraining in anticipation of taking on new duties;
- (e) accept a position as visiting librarian at another institution.

31.2.1.2 Length Apart from exceptional cases, professional leave shall be for a period not exceeding 11 consecutive months.

31.2.1.3 The annual budget available for financing the additional costs arising from professional leaves for librarians shall be \$44,994 for the life of this agreement.

31.2.2 Conditions

31.2.2.1 To be eligible for professional leave, a librarian member must meet the following conditions.

- (a) The member must hold a continuing appointment.
- (b) The member must have completed, by the time her first professional leave is to begin, 4 consecutive years of full-time service as a librarian at the University of Ottawa. For a professional leave subsequent to the first, a member must have completed
 - (i) 2 consecutive years of full-time service since the end of the preceding professional leave, if that was a leave of 4 months or less;

(ii) 4 consecutive years of full-time service since the end of the preceding professional leave. If that was a leave of more than 4 but not more than 8 months;

(iii) 8 years, if the duration of the most recent leave was more than 8 months.

(c) The member must have presented, in accordance with the procedures set out in 31.2.3, a detailed plan of the work or studies she intends to pursue during the professional leave.

(d) The member must undertake to remain in the service of the employer after the leave, for a length of time equal to the lesser of 1 year, or twice the length of the leave.

31.2.2.2 Subject to the availability of funds, a professional leave shall be granted when the plan submitted by the member, upon evaluation by the Immediate supervisor, the LPC and the chief librarian:

(e) is considered relevant in light of one or more of the objectives listed in 31.2.1.1;

(b) is considered feasible, as indicated by the member's satisfactory performance over the last 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.

31.2.2.3 The provisions of 26.3.3.4 apply, *mutatis mutandis*, to the years of service required for professional leaves.

31.2.3 Procedure

31.2.3.1 To be granted a professional leave, a librarian normally shall submit an official application to the chief librarian before 1 January for a leave to be taken between the following 1 July and 31 December, or before 30 June for a leave to be taken between the following 1 January and 30 June.

31.2.3.2 In her application for professional leave, the librarian shall:

(a) indicate the starting date and length of the leave;

- (b) specify the remuneration requested during the leave, and the reasons supporting this aspect of the application;
- (c) present a detailed description of the work or studies she intends to undertake during the leave;
- (d) add any information she wishes to have considered during examination of the application.

31.2.3.3 The chief librarian shall solicit a recommendation regarding the application for leave from the immediate supervisor, it being understood that this recommendation shall be communicated to the member before the application is submitted to the LPC. The chief librarian shall also solicit a recommendation from the LPC, including in her request the documents mentioned in 31.2.3.2. The chief librarian shall attach her own recommendation and shall forward everything to the Administrative Committee. A copy of the LPC's and the chief librarian's recommendation shall be sent to the member concerned. The recommendations forwarded to the Administrative Committee shall deal with the principal substance of the application and, where the recommendations are favorable, with the appropriate remuneration for the member during said leave.

31.2.3.4 Librarian members whose application for professional leave has not received a positive recommendation, in whole or in part, from the LPC or from the chief librarian may submit to the Administrative Committee a letter of disagreement in accordance with the provisions of section 13.3, *mutatis mutandis*.

31.2.3.5 The Administrative Committee shall accept or reject the application, giving proper consideration to the recommendations of the immediate supervisor, the LPC, and the chief librarian, and taking into account the financing allocated by the employer to the supplementary costs due to professional leaves.

31.2.3.6 The chief librarian shall forward the decision of the Administrative Committee to the librarian member no later than 3 months before the anticipated start of the leave-- except where the application has been submitted 4 months or less prior to the start of the leave, in which case the answer must be sent at the latest 2 months before the start of the leave. The chief librarian must then, if the decision is favorable, inform the member of the length of the leave granted, of the portion of the salary that will continue to be paid, and, where applicable, of the other

expenses that the employer agrees to reimburse.

31.2.3.7 Once the work or studies that the member plans to undertake during the professional leave have been approved, she is expected to carry them out.

31.2.3.8 In case of significant changes to her plans for the professional leave, the member shall submit an official application to the chief librarian at least 3 months before the start of the professional leave or, if that is not feasible, as soon as possible. The chief librarian may then, but need not, submit the thus modified project to the immediate supervisor, to the LPC, and to the Administrative Committee, to check whether it still meets the requirements stated in 31.2.3.3. Whatever her decision and, if any, that of the Administrative Committee, the chief librarian shall communicate them to the member within 20 working days.

31.2.3.9 It is up to the member to submit a new application for professional leave if a previous application was rejected.

31.2.3.10 A librarian who chooses to work during a professional leave on a project which may be eligible for an external grant is encouraged to apply for a grant from external organizations.

31.2.3.11 A librarian who has been on professional leave shall submit to the chief librarian, within 30 days following her official return to the University, a written report of her activities during the leave.

31.2.4 Remuneration

31.2.4.1 While on professional leave, a librarian shall receive:

(a) 75% or less of nominal salary to be determined by agreement at the time of the leave, if the project is only slightly related to the member's activities within the Library's work;

(b) between 75% and 90% of nominal salary when the objective of the leave is to allow the member

(1) to improve her ability to carry out her

current duties or to become better prepared to apply for a higher position, for example by retraining or by professional development, or by completing an honours bachelor's degree or graduate studies in another discipline related to her tasks, or

(ii) to pursue a scholarly activity related to her professional responsibilities;

(c) 90% or more of nominal salary, to be determined by agreement between the employer and the member, when the leave is proposed by the employer in order to prepare the member to take on more complex duties.

31.2.4.2 Time spent on professional leave shall be included in the calculation of a member's entitlement for vacation leave.

31.2.4.3 During a librarian's professional leave, the member and the employer shall continue to pay their contributions to the various employee benefit plans and to the pension fund, the amounts being calculated on the basis of the member's nominal salary. For the purposes of pension-related calculations, the period of leave counts as full service with the employer, subject to Canada Customs and Revenue Agency limits for such counting of service.

31.2.4.4 A librarian on professional leave may accept a study grant but may not normally hold a paid position. If she is offered such a position, she may not accept it without prior approval of the chief librarian. It is understood that a professional leave shall not serve as a means of increasing income.

31.2.5 Professional Development Days

In each year, individual librarians may request, and the chief 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.

SECTION 31.3 LEAVE WITHOUT PAY

31.3.1 **General provision** A librarian may be granted a leave *without pay*, i.e. an authorized absence during which she receives no compensation from the employer.

31.3.2 Request and approval

31.3.2.1 A librarian may request a leave without pay by writing to the head of her unit and to the chief librarian. The request must include:

- (a) the date and duration of the leave;
- (b) the reasons for the leave.

Except for valid reasons, leave without pay shall not extend beyond 6 months. Except in case of emergency, the request must be submitted to the head of the unit at least 30 working days before the anticipated date of the leave.

31.3.2.2 The head of the unit shall make a recommendation to the chief librarian. Further, for a leave of more than 1 month, the chief librarian shall ask the LPC to make a recommendation.

31.3.2.3 For leaves not extending beyond 6 months, the decision is made by the chief librarian. For leaves extending beyond 6 months, the decision is made by the Administrative Committee upon recommendation by the chief librarian and the LPC.

31.3.2.4 The chief librarian shall, no later than 10 working days prior to the requested starting date, forward the decision and written reasons therefor to the member and the member's immediate supervisor.

31.3.2.5 A leave without pay may be refused if service requirements so dictate or if the employer would have to pay overtime or incur other supplementary expenses if the leave were granted.

- 31.3.2.6 Regardless of the duration of the leave, the member **must** complete the leave form **prescribed** by the employer.
- 31.3.3 Rights** of a member on leave without pay
- 31.3.3.1 A librarian who is on leave without pay may continue to **participate** in employee benefits, in accordance with **29.3.3**.
- *31.3.3.2 Upon return to work following an authorized leave without pay, a librarian member shall be entitled to return to the position held immediately prior to the commencement of the leave. When the member returns, she shall enjoy the same rank, **privileges, rights and benefits**, including any scale adjustments, to which she would have been entitled if she had not been on authorized leave without pay. Notwithstanding the foregoing, time spent on authorized leave without pay shall not count as years of employment with the employer for the purposes of promotion, professional leave or continuing appointment. With regard to progress through the ranks during leave without pay, the provisions of **29.3.4** shall apply *mutatis mutandis*.

SECTION 31.4 TRANSFORMATION OF A POSITION

- 31.4.1 General provisions**
- 31.4.1.1 Librarian positions within the University of Ottawa Library Network may be transformed, whether or not they are vacant.
- 31.4.1.2 A position shall be deemed to be transformed when its job description undergoes a major revision, but the carrying out of these duties requires from the incumbent essentially the same qualifications as the old job description and, when the position is occupied, the incumbent is deemed capable of performing the new duties without difficulty, subject to the usual training period for a new position.
- 31.4.1.3 When the chief librarian considers transforming a position, she shall solicit the opinion of the Library Council and shall give proper consideration to said opinion. This opinion shall be forwarded to the Administrative Committee or to its delegate when the chief librarian forwards her own recommendation, if she intends to carry out her plan. The chief librarian shall also inform the Library Council of any action she may have taken consequent to its opinion.

31.4.2 Procedure The transformation of a position implies that a new job description is to be prepared and approved in accordance with the provisions of **22.3.2.4**.

31.4.3 Effect on salary If the position is occupied at the time of transformation, the salary of the incumbent librarian shall not be changed except where there is a stipend pursuant to **18.2.4.3**.

SECTION 31.5 ABOLITION OF AN OCCUPIED POSITION

The provisions on redundancy and lay-off as set out in **19.2** and **19.3** respectively will be applied to librarians, *mutatis mutandis*.

SECTION 31.6 ADMINISTRATIVE REORGANIZATION

31.6.1 Consultation When the chief librarian is considering a reorganization that directly affects librarians or librarian positions, such as the integration of administrative units or the abolition or creation of a unit, she shall consult the Library Council and give proper consideration to the Council's opinion. This opinion shall be forwarded to the Administrative Committee or its delegate when the chief librarian forwards her own recommendation. If she intends to implement her plan, the chief librarian shall also inform the Library Council of any action she may have taken consequent to its opinion.

31.6.2 Consequences

31.6.2.1 An administrative reorganization may result in:

- (a) the transformation of one or more positions, in which case the provisions in section **31.4** shall apply;
- (b) the abolition of one or more positions, in which case the provisions in section **31.5** shall apply to the occupied positions in question;
- (c) the transfer of one or more positions to other units, where they will correspond to equivalent functions, in which case the provisions in **31.4** shall apply.

31.6.2.2 When a position is transferred to another unit,

where it corresponds to equivalent functions:

- (a) the job description of the position shall be revised, if necessary, in accordance with 22.3.2.4;
- (b) If the position is occupied by a librarian member, its incumbent shall be transferred with it, it being understood that her personal terms of employment (salary, rank, recognized years of experience, etc.) shall be maintained and shall continue to evolve as if no transfer had occurred.

SECTION 31.7 TUITION FEES, TRAINING AND DEVELOPMENT

***31.7.1** In addition to benefits provided pursuant to section 40.6, the employer may, under certain conditions, grant financial assistance to librarian members in order to promote their training, development and possible retraining. This assistance may consist of:

- (a) reimbursement of registration and tuition fees for courses taken at institutions other than the University of Ottawa;
- (b) payment of expenses incurred while taking part in in-service, continuing or special study or special study

Librarian members holding a continuing appointment at the University of Ottawa are eligible for this benefit.

***31.7.2** The following applies when a librarian member registers for courses at the University of Ottawa.

- (a) Upon the recommendation of her immediate supervisor and approval by the chief librarian, a librarian member may arrange her schedule to accommodate the course during normal working hours, if necessary.
- (b) The courses shall be attended regularly.

***31.7.3** The following applies to courses taken at other institutions with financial assistance from the employer.

- (a) The member must obtain approval from the chief librarian in advance.

- (b) Courses must be attended outside working hours and must not hinder the performance of the member according to the chief librarian.
- (c) Courses shall be directly related to the work and responsibilities of the member, shall contribute to her professional advancement, and shall correspond to the needs of the Library Network.
- (d) The cost of the course shall be paid by the member.
- (e) The chief librarian must agree to allocate the necessary funds from the operating budget of the Library Network for a possible reimbursement, if budget resources so permit.

***31.7.4** The following applies to seminars, conferences, or study sessions.

- (a) The member must obtain approval from the chief librarian in advance.
- (b) The activities shall be directly related to the work and responsibilities of the member, shall contribute to her professional advancement, and shall correspond to the needs of the Library Network.
- (c) The chief librarian must agree to allocate the necessary funds from the operating budget of the Library Network for the payment of expenses incurred, provided funds are available.

***31.7.5** Should the librarian member resign or be dismissed for disciplinary reasons or for unsatisfactory performance before the end of her courses, she shall no longer have the right to claim reimbursement of fees; however, should she be laid off, the fees remain refundable in accordance with the provisions of this section.

***31.7.6** If, according to the chief librarian, the taking of courses has a negative impact on the normal performance of the member, the member must be advised of the chief librarian's concerns, first orally and then in writing, and the member must take the necessary steps to correct the situation. If in 2 weeks the member's performance has not become satisfactory, the chief librarian may, if appropriate, issue a written reprimand to the member, in accordance with the provisions of section 39.4,

and cancel any previously approved reimbursement of tuition
fees.

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ARTICLE 32

FACULTY OF GRADUATE AND POSTDOCTORAL STUDIES

[32.1 General](#)
[32.2 Membership in the Faculty](#)

SECTION 32.1 GENERAL

*32.1.1 Normally, only members who are members of the Faculty of Graduate and Postdoctoral Studies 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 Recommendation and decisions

An application for membership in the Faculty 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 DTFC and chair, and then by the FTFC 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 DTFC or provide a separate response, with reasons. The dean shall either concur with the FTFC 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 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, 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 32.2.1, *mutatis mutandis*.

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*ARTICLE 33

OUTSIDE PROFESSIONAL ACTIVITIES

(a) **Relationship to employer** It is understood that members of the bargaining unit are employed either on a full-time basis or on some agreed-upon fixed proportion of a full-time basis by the University of Ottawa. The parties recognize that members are professionals whose employment obligations encompass not only scheduled duties but also their scholarly activities, administrative duties and service to the academic community, in accordance with articles 20 to 22 of this agreement.

(b) **Outside professional activities**

(i) A member may engage in outside professional activity provided that such activity does not conflict or interfere with the fulfillment of the member's obligations to the employer pursuant to articles 21 and 22 of this agreement.

(ii) A member shall notify her dean in

writing in advance of the nature and scope of any non-trivial proposed outside professional activity. After consultation with the member concerned, the dean shall determine whether such activity is in conflict with the member's obligations to the employer. The member or the dean may request a redetermination at any time following a change in circumstances.

- (c) **Use of employer facilities** If outside professional activities involve the use of employer facilities, equipment, supplies, or services, the member must assume the additional costs, unless the dean agrees otherwise. These costs shall be determined by the dean or her delegate, after consultation with the member. Such determination shall not be unreasonable. It is understood that University activities shall have priority in any use of employer facilities, equipment, supplies, or services.

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*ARTICLE 34

GRANTS AND CONTRACTS

34.1 Member-controlled grants and contracts
34.2 Further provisions
34.3 Member-funded grants

SECTION 34.1 MEMBER-CONTROLLED GRANTS AND CONTRACTS

34.1.1 General

*34.1.1.1 Any member may apply for a grant, or propose a contract, which will provide her with funds for research, development, ~~critical~~, artistic, or ~~literary~~ activities. Such grants and contracts may, but need not, be administered by the employer.

*34.1.1.2 Where a contract calls for the performance of work on employer premises, the contract **shall** be between the University of Ottawa and the funding agent.

*34.1.1.3 For the purposes of this article, the grantee is:

- (a) in the case of a grant, the person to whom the grant is awarded;
- (b) In the case of a contract, the person responsible for the ~~supervision~~ and

management of the work which is to be **done** pursuant to the contract.

***34.1.1.4** The following applies to grants and contracts not administered by the employer.

(a) In the case of grants, the provisions of article 33 shall apply if the member makes, or intends to make, use of employer facilities in activities undertaken pursuant to the grant.

(b) The holder of a grant or contract shall promptly report to the employer the source, amount, budget breakdown and purpose of any grant or contract not administered by the employer. Such information may be used by the employer only

(I) to attract or distribute outside matching funds or related formula financing, and

(II) to verify partially the reporting of outside professional activities under 33(b) (II).

(c) The provisions of article 10 shall apply.

***34.1.1.5** The remaining provisions of this section:

(a) do not apply to grants or contracts which are administered by the employer and which are, or are to be, used for the purpose of the employer's business;

(b) do not apply where the grant results from the designation of a portion of the member's remuneration as a research grant.

34.1.2 Processing applications and proposals

***34.1.2.1** The grant application or draft contract must be approved by the Director of the Office of Research Services before being submitted to the proposed funding agent. The member shall complete, and attach to the grant application or draft contract, any forms designated for that purpose by the Director of the Office of Research Services.

***34.1.2.2** In the case of Internal grants, the application

shall be submitted to the Faculty of Graduate and Postdoctoral Studies or, in the case of funds administered within a faculty, to the appropriate committee of the faculty. Member-funded grants are dealt with in 26.5 and 34.3.

34.1.3 Administration of grants and contracts

***34.1.3.1** Overhead payments to the employer, from grant or contract funds, shall not be in excess of amounts determined by the terms of the grant or contract. Allocation of such funds shall be at the discretion of the employer.

***34.1.3.2** The grantee is responsible for the general and financial management of the grant or contract. The grantee shall manage the grant or contract in compliance with relevant regulations of the funding agent and applicable regulations of the employer. In particular, the following University of Ottawa policies:

- research assistants -- Policy # 5;
- support staff -- Policies # 2, 4, 8, 9, and 12;
- purchase of equipment -- Policies # 36 and 37;
- grants and contracts -- Policy # 48;
- administration of trust funds -- Policy # 85;
- travel expenses -- see article 36.

Periodic accounting reports shall be reviewed by the grantee and the grantee shall promptly bring any irregularity to the attention of the administrative officer of her department or faculty.

"34.1.3.3 The employer shall deliver to the grantee responsible for the contract, as well as to any person, explicitly designated by name in the contract and whose services are called for by the contract, a full and complete copy of the contract and all relevant statements of account.

34.1.4 Workload and remuneration

"34.1.4.1 Where a grant or contract provides funds for services rendered by a member, such funds shall be:

- (a) credited to the employer, as salary recovery, or
- (b) used for the payment of supplementary

income to the member, pursuant to the provisions of this subsection, or

(c) transferred to a special fund from which the member may request a grant, pursuant to 34.3.

*34.1.4.2 The use of grant or contract funds for the payment of supplementary income to a member, beyond any income that she would receive from the employer in the absence of such grant or contract, requires the prior written approval of the member's dean.

*34.1.4.3 Where a member receives no supplementary income from a grant or contract, work done by the member pursuant to that grant or contract shall be deemed part of the member's workload duties.

*34.1.4.4 Where a member receives supplementary income from a grant or contract, the member's dean shall determine, in consultation with the member, the fraction of the work done by the member pursuant to that grant or contract that corresponds to the supplementary income. That fraction of the work shall not be deemed part of the member's workload, while the remaining fraction, for which there is no supplementary income, shall be deemed part of the member's workload.

*34.1.4.5 The dean shall forward to the member, in writing, her determination as to supplementary income and the effect that grant or contract work, for which the member receives supplementary income, has on the member's workload.

*34.1.4.6 Except in the event of a contrary determination by Canada Customs and Revenue Agency, any work which a member does pursuant to a grant or contract, and for which she receives supplementary income pursuant to the provisions of this section, shall be deemed to be work done pursuant to a "contract for service". This provision does not apply to contracts with the employer for overload teaching.

***34.2.1** Contract work, pursuant to a contract for which the member is not the grantee, may be assigned to a member as part of her workload duties, provided the nature and extent of the work and the manner in which it is to be accounted for in the member's workload, and provisions regarding patent rights and copyright, are agreed to in advance by the member and her dean. A detailed statement of any such agreement shall be placed in the member's file.

***34.2.2** A member's dean may propose to a member that she undertake contract work, in addition to her workload duties, pursuant to a contract for which the member is not the grantee. If the member accepts then the nature and extent of the work, and provisions regarding supplementary income for the member, patent rights, and copyright, shall be agreed to in advance by the member and her dean. A detailed statement of any such agreement shall be placed in the member's file.

***34.2.3** Where a grant or contract provides funds for services rendered by a member, such funds may. If the member and her dean so agree, be transferred to a special fund from which the member may request a research grant. The special fund shall be administered by the employer in accordance with regulations and procedures applicable to internal grants. Applications for grants from such a fund shall be submitted to the Faculty of Graduate and Postdoctoral Studies.

SECTION 34.3 MEMBER-FUNDED GRANTS

***34.3.1** The provisions of this section apply where a member needs funds for the purposes of carrying out a specific research project, and said project is to be carried out during an appropriate grant period. The grant period must be a block of time where the member is free of scheduled duties, such as a period of authorized absence in accordance with 28.4, or a substantial portion of a term (fall, winter, or spring/summer) where the member has no assigned teaching duties.

***34.3.2** Members may request that a part of their remuneration during a grant period be designated as a research grant. In such an event, the provisions of 26.5.1, 26.5.2, and 26.5.3 shall apply, *mutatis mutandis*.

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ARTICLE 35

PATENTS AND COPYRIGHT

35.1 Patents
35.2 Copyright
35.3 Research fund
35.4 Outside grants and contracts
35.5 Non-patentable inventions

SECTION 35.1 PATENTS

35.1.1 Patent rights

I *35.1.1.1 The parties agree that the employer holds the patent rights for any Invention developed or produced in the course of the member's employment or with the use of employer facilities, support personnel or services, subject to 35.1.2.2.

*35.1.1.2 The employer has no interest in an invention where a member can establish that the invention was developed without the use of employer facilities, support personnel or services and on the member's own time.

*35.1.1.3 Each member is required to give the employer notice of any patent application in which the member has an interest.

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.

***35.1.2.2** When the employer elects not to apply for a patent, the employer shall notify the member accordingly within the time period provided above and the member shall be free to act as she may wish with the invention. By electing not to apply, pursuant to 35.1.2.1, the employer relinquishes the right to the patent and shall transfer all information gathered in the course of its decision process to the member. In the case that the member subsequently obtains a patent, and it becomes profitable, she undertakes to reimburse the University the disbursements, based upon receipts, incurred to obtain the transferred information.

***35.1.2.3** In the event that the employer elects not to proceed with an application for patent and the member subsequently obtains such a patent, the right shall vest in the member. In such an event, the member shall grant to the employer a royalty free, irrevocable and non-transferable licence for the use of the invention by the University for its educational purposes including its activities financed by grants or contracts administered by the University.

35.1.3 Distribution of revenue

***35.1.3.1** Over and above anything provided for elsewhere in this collective agreement, the employer shall remit to the member 80% of the first \$100,000 and 50% of the remainder thereof, of the net revenue the employer receives from the development or commercial exploitation of any of the patents referred to in 35.1.1.1 which result from the work of the member.

***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.

***35.1.3.3** "Net revenue" in 35.1.3.1 means any money received as a result of the development or commercial exploitation of the patents described in 35.1.1.1, less any expenses incurred by the employer or by any agent or agency retained by the employer to register, develop, exploit or administer the patent.

***35.1.3.4** The employer shall, on an annual ~~basis~~, provide the Inventor with an internally audited accounting of the proceeds and expenses related to the ~~exploitation~~ of the invention. Further, the Inventor, or her delegate, shall have ~~open~~ access to all financial documentation, agreements, ~~contracts~~, statements and other ~~information~~ required to verify compliance with this subsection.

***35.1.4** The Patents Committee

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

SECTION **35.2** COPYRIGHT

35.2.1 Ownership

***35.2.1.1** Except as provided for in **35.2.1.3** the parties agree that the member holds the copyright with respect to any original work produced even where such work was produced with the use of employer facilities, support personnel or services where such use does not result in additional cost to the employer.

***35.2.1.2** Where the original work was produced with the use of employer facilities, support personnel, or services and such use results in additional cost to the employer, the member retains the copyright with respect thereto subject to the following.

- (a) The member shall advise the employer of the additional cost incurred, and
- (b) the member shall enter into an agreement to reimburse the employer for any additional costs, it being understood that the employer may waive such payment in exchange for a share of the proceeds of exploitation as agreed to by the member.

***35.2.1.3** Where the original work was produced as a result of a specific written request of the employer, agreed to by the member, the employer shall hold the copyright.

35.2.2 Commercial exploitation and use

***35.2.2.1** (a) No commercial exploitation of an original

work described in 35.2.1.3 shall be undertaken without the consent of the member.

(b) Subject to 35.2.3.1, the employer may enter into an agreement with the member with respect to commercial exploitation of an original work for which the member holds the copyright.

*35.2.2.2 With respect to any original work developed with the use of employer facilities under 35.2.1.1 or 35.2.1.2, the member shall grant to the employer a non-exclusive, royalty-free, irrevocable and non-transferable right for the use of said work for a minimum of 3 years by the University for internal purposes, not including any activities funded by grants or contracts administered by the University. After such time the member may withdraw the right to use because of dating or other reasonable scholarly or artistic reason or because the author is no longer in the bargaining unit.

35.2.3 Distribution of revenue

*35.2.3.1 The employer shall remit to the member 50% of the net revenue the employer receives from the commercial exploitation of any of the original works referred to in 35.2.1.3. Where the employer and the member have entered into an agreement which provides for the employer's commercial exploitation of an original work for which the member holds copyright, the agreement shall stipulate that the employer shall remit to the member 75% of the net revenue the employer receives from such commercial exploitation.

*35.2.3.2 The provisions of 35.1.3.2, 35.1.3.3 and 35.1.3.4 apply *mutatis mutandis* to the revenue received and disbursements made as a result of the commercial exploitation of an original work.

SECTION 35.3 RESEARCH FUND

*35.3.1 None of the foregoing shall prevent any member from waiving her right to all or part of the monies described in 35.1.3 or 35.2.3, in which case the employer shall set up a research fund of a value equal to the sum which the member has renounced, and this fund shall be at the disposal of the member to offset any of the costs of her research, including the costs of personnel to assist her. It is understood that all research funds shall be administered by the employer in accordance with its rules and regulations.

***35.3.2** When the member waives his right to monies payable to her in accordance with 35.1.3 or 35.2.3 above, the employer shall, at the end of each academic year, deposit into the research fund of the member an additional amount equal to the sum which the member has renounced up to a maximum of \$5 000.00 per year per invention or copyright.

"SECTION 35.4 OUTSIDE GRANTS AND CONTRACTS

It is understood that the above provisions do not apply to any patent or copyright resulting from work financed by a grant or contract where the funding body, as a condition of the grant or contract, requires that any of the patent or copyrights described above be assigned to a particular entity.

***SECTION 35.5 NON-PATENTABLE INVENTIONS**

The provisions of 35.1, 35.3 and 35.4 shall apply to non-patentable inventions.

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ARTICLE 36

TRAVEL

36.1 General

36.2 Reimbursement

36.3 Travel expense allowance

SECTION 36.1 GENERAL

***36.1.1** It is the policy of the employer to pay legitimate travelling expenses of persons travelling on University of Ottawa business. Travel approval will be subject in each case to the availability of funds budgeted for this purpose.

36.1.2 Each faculty shall set aside a reasonable amount for academic travel, taking into consideration the typical level of availability of extramural travel funds in each discipline. Travel money allocated to a department should be used for academic or discipline-oriented reasons. The internal allocation of funds shall reflect priorities established by the departmental assembly.

36.1.3

***36.1.3.1** It is intended that members of the bargaining unit shall be afforded travel and accommodation standards which are comfortable and of good quality, but neither sumptuous nor substandard.

***36.1.3.2** Rates and conditions of payment and reimbursement should be sufficient to avoid having a member experience economic loss as a result of incurring reasonable expenses while travelling on official business.

***36.1.3.3** Travelling expenses are allowable for the member only. Any share of expenses applicable to the member's spouse or other persons accompanying the member shall not be reimbursed.

***36.1.4** The employer requires that a trip have one of the following purposes.

- (a) **Representation** The employer requests a member to make a trip deemed important to sustain a policy of attendance or to obtain useful information.
- (b) **Participation** The employer requests a member to make a trip to present a paper accepted by the program committee or to discharge duties as "executive" officer (e.g. president, secretary, or treasurer) of a recognized learned society.
- (c) **Professional development** A member may ask her dean for funds to attend a meeting as an observer.
- (d) **Field trips** Field trips are normally associated with special courses requiring the presence of the professor and the students at a site other than the University of Ottawa premises.
- (e) **Field work** Field work may include visits to other institutions in order to collaborate on a joint research project or in order to use equipment in other laboratories.

In all these cases, the employer will indicate before the departure of the member the limit of its contribution.

SECTION 36.2 REIMBURSEMENT

***36.2.1** Travel should be made by the most economical and practical route possible, as follows:

- (a) by air -- economy fare;
- (b) by rail -- first class fare plus chair, berth or

roomette;

- (c) by rental car or Intercity bus, if economical and practical;
- (d) by privately owned automobile, with reimbursement at rates stated in 36.3.

36.2.2

*36.2.2.1 When a member travels alone using a privately owned automobile the lesser of the automobile allowance given in 36.3 or the equivalent economy air fare will be claimed; if there is no scheduled flight, the equivalent train fare will be used for cost comparison.

*36.2.2.2 When 2 or more members travel together in a privately owned automobile, the automobile allowance may only be claimed by 1 member. Other passengers may not claim the automobile allowance. Names of passengers **must** be shown on the claim.

36.2.2.3 The employer does not assume responsibility for any damage to a privately owned automobile used on official business. A member of the bargaining unit should take the travel with an insurance agent whether it is advisable to take out supplementary business insurance for such travel.

36.2.3

*36.2.3.1 A member shall be reimbursed actual expenses for commercial accommodations at single occupancy rates. Such accommodations should be conveniently located and comfortably equipped. The use of luxury accommodations at employer expense is not permitted.

*36.2.3.2 Private accommodation with relatives or friends may be arranged. In such cases, the allowance stated in 36.3 may be claimed.

*36.2.3.3 For each full day of travel a member may claim the composite allowance given in 36.3 to cover meals and incidental expenses such as gratuities, laundry, dry cleaning and local telephone calls.

*36.2.3.4 For the first and last day of travel, and for travel of less than a full day, the member may claim the incidental expenses and meal allowances given in 36.3 as appropriate.

***36.2.3.5** When meals are Included In the transportation or In the registration fees, no claim for meals may be made.

***36.2.3.6** For travel outside Canada and the United States the actual cost of meals and Incidentals shall be claimed. Such claims shall be substantiated where possible by vouchers and shall not be unreasonable.

***36.2.3.7** In exceptional circumstances claims may be made for actual expenses for meals and Incidentals which exceed the above allowances, supported by a full explanation.

36.2.4

***36.2.4.1** Registration fees, taxis or airport limousines, long distance telephone calls, excess luggage, or any unusual expenses should be itemized, with an explanation given as appropriate to the Item.

***36.2.4.2** The cost of converting travel advance funds into travellers' cheques, cashing the cheques, and converting foreign currencies purchased from the travel advance, may be claimed.

***36.2.4.3** Some associations or learned societies pay all or part of the travelling expenses for their executive; the amount granted by the said associations will be deducted from the allowance by the employer.

***36.2.5** Vouchers are required for all transportation expenses, overnight accommodation charges, single taxi trip charges over the amount indicated in 36.3, registration fees, excess luggage, charges relating to travellers' cheques and currency conversion, and any other items for which receipts can be obtained. For travel by air or rail, the customer's copy of the fare ticket is required as a receipt.

***36.2.6** Requests for travel advance expenses will be prepared on the form "Request for Travel Advance Expenses" and submitted to her dean at least 15 working days prior to the date of departure. A travel advance will be returned immediately to Financial Services if the trip has been cancelled or has been postponed beyond 1 month.

36.2.7

- *36.2.7.1 The member will prepare, using the prescribed form, a full day-to-day statement of travelling expenses, and submit it to her dean for review and approval.
- *36.2.7.2 If the amount of the expenses approved by the dean is less than the advance given, the difference must be refunded to Financial Services at the time the travel expense claim is submitted.
- *36.2.8 In the case of travel to the United States, the allowances in 36.3 will be understood to be in U.S. dollars. Other expenditures in foreign funds are to be reported in the local currency and converted to Canadian dollars.
- *36.2.9 **Off-campus teaching** The employer shall reimburse members who teach in off-campus centres, or whose duties require them to travel to schools, school boards or hospitals outside the City of Ottawa for the reasonable and actual additional costs incurred by the member in carrying out those duties. Rates and procedures are as in 36.2.1 to 36.2.5 above. The only exception to this shall be in the case of those individual course contracts which already contain an allowance for such extra costs, explicitly stated. Members of the Faculty of Education (teacher training – French or English) and of the School of Nursing shall be given a specific allowance as outlined below for expenses incurred in travel to schools, school boards or hospitals in the City of Ottawa.

Nursing: The current practice shall be maintained for the life of this agreement.

Teacher training:
yearly amount \$65.00

These allowances are not construed as salary and shall be paid separately.

SECTION 36.3 TRAVEL EXPENSE ALLOWANCES

- *36.3.1 From 1 May 2001 and until renegotiated by the parties, the amounts that may be claimed as travel expenses shall be as follows.

- i) **Transportation by private automobile: The reimbursement rates will be as established**

by the City of Ottawa.

- (b) Private accommodations: The reimbursement rate will be \$20.00 per night.
- (c) Living expenses - breakfast, lunch, dinner and incidental expenses or composite allowance: The reimbursement rates for daily living expenses will be as in the most recent Treasury Board policy on travel expenses.
- (d) Taxi: Vouchers are required for single trip charges over \$15.00.

For travel to the United States, the above amounts, other than the rate for transportation by private automobile, shall be understood to be in U.S. dollars

- *36.3.2** The travel expense allowances (other than the amount for private accommodations) set out in 36.3.1 will be updated annually on 1 May.

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ARTICLE 37

SELECTION OF A CHAIR

37.1 General
37.2 Selection and appointment
37.3 Stipend

SECTION 37.1 GENERAL

- *37.1.1** The chair of a department shall be appointed by the Board in accordance with the procedures set forth in this article. Except in a department where the majority of the academic staff are excluded under 3.1.3.1(c), the chair must be a regular member of the department during her mandate.
- *37.1.2** The procedures set forth in this article shall be applied at the end of a chair's term or if the post of chair becomes vacant.
- *37.1.3** Notwithstanding 37.1.2, should the chair of a department become unable to perform her duties, the dean, in consultation with the regular members of the department, may appoint an interim chair. The term of an interim chair shall not normally extend beyond 12 months. Should the term of an interim chair extend beyond 12 months, the dean shall initiate procedures for the appointment of a new chair under 37.2.

***37.1.4** The procedures set forth in this article shall be followed, *mutatis mutandis*, for the selection of the director of a school.

SECTION 37.2 SELECTION AND APPOINTMENT

***37.2.1** There shall be a *selection* committee. The committee shall be chaired by the dean of the faculty concerned and, in addition to the latter, shall have the following members:

- (a) the ~~Vice-Rector~~ (Academic) or a person designated by her;
- (b) 2 regular members, at least 1 of whom is tenured, of the department concerned -- Elected by secret ballot by the regular faculty members of the department concerned:
- (c) 1 or 2 persons from outside the department concerned and with an established reputation in that discipline or a related one, to be chosen by the 4 members of the selection committee already mentioned above.

Should no woman be elected or appointed under (a) or (b), the dean shall so inform the selection committee and ensure that it chooses at least one woman under (c).

***37.2.2** The dean shall invite all regular members of the department to submit to her, in writing, the names of those who can be considered supporting the candidature. At the same time the dean will inform them as to whether or not the incumbent is being considered and will draw their attention to the provisions of 37.2.3.3. Without disclosing the names of individuals submitting them, these names and reasons shall be communicated to the selection committee.

37.2.3

***37.2.3.1** The selection committee, after undertaking any further inquiries that it deems appropriate and relevant, shall establish a short list of not fewer than 2 and not more than 3 candidates, unless it is convinced that it can find only one suitable candidate.

***37.2.3.2** The candidates shall be selected for a combination of qualities, important features being academic excellence, leadership, and administrative ability.

***37.2.3.3** The name of the incumbent shall not appear on the short list unless at least half of the

answers to the dean's request under 37.2.2 list the Incumbent as acceptable.

37.2.4

*37.2.4.1 Members of the department shall be informed of the short list. The selection committee shall seek the opinion of the department through written comments in confidence to the dean and through a preferential ballot.

*37.2.4.2 If the selection committee finds only one suitable candidate, this candidate's name shall be put to a preferential ballot by the members of the department who shall indicate whether they do or do not find this candidate acceptable.

*37.2.4.3 If necessary, the selection committee shall report the results of the consultation and shall open a preferential ballot in the presence of the members of the selection committee. The selection committee may raise any additional concerns they may have about the administrative or managerial skills or skills of the candidates. The committee shall then make its recommendation to the Dean. The Dean may accept or reject its recommendation to the Dean of the department.

37.2.5

*37.2.5.1 The dean shall transmit to the Rector:

- (a) the short list established by the selection committee;
- (b) the results of the consultation in 37.2.4;
- (c) the committee's recommendation;
- (d) her own recommendation and reasons therefor.

*37.2.5.2 Upon receipt of the documentation mentioned in 37.2.5.1, the Rector shall transmit it to the Board along with her personal recommendation. The Board shall appoint a chair for a term of not more than 3 years. In the Faculty of Health Sciences, provided the selection committee approves, the Board may appoint a chair for a term of up to 5 years.

*37.2.6 The selection committee shall receive reasons if the appointment is not as it recommended. These shall be received at least 5 working days before the appointment is to be communicated to the successful candidate.

SECTION 37.3 STIPEND

- *37.3.1** The employer may grant the chair an administrative stipend, in accordance with 41.6.2.
- *37.3.2** The chair may opt to forgo the aforementioned stipend in the last year of an appointment as chair and elect to be granted, instead of the stipend, one year's credited service for sabbatical leave purposes in addition to the normally credited service. The choice must be made prior to the beginning of the last year of a term of appointment as chair.

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ARTICLE 38

RESIGNATION AND RIGHTS OF RETIREES

38.1 Emeritus professor

38.2 Retirees' privileges and benefits

38.3 Resignation

SECTION 38.1 EMERITUS PROFESSOR

- *38.1.1** An emeritus professor:
- (a) shall have made an **exceptional** contribution to university life **either** through research or through **contribution** to other areas of **university activity**;
 - (b) shall have been a full **professor** for at least 10 years, 5 of **which** were at the **University** of Ottawa: and
 - (c) shall **no** longer be a member of the regular staff of the **University** of Ottawa.
- *38.1.2** The rank of emeritus professor **is** awarded by the Board upon a **recommendation** of the **Joint** Committee, following a proposal by the dean and **recommendation** by the FTPC.
- *38.1.3** An **emeritus** professor shall have the following privileges:
- (a) access to all **University** of Ottawa **libraries** and **their** **services**;

- (b) invitation to all official ceremonies and receptions of the University, including those for teaching personnel only;
- (c) continued listing among official University of Ottawa professors, with the new title indicated;
- (d) continued membership at the Faculty of Graduate and Postdoctoral Studies, provided the provisions set out in article 32 of this agreement are met;
- (e) access to support services for research, according to their availability;

38.1.4 Emeritus librarian The rank of emeritus librarian is awarded to a librarian pursuant to 38.1.1 and 38.1.2 above, *mutatis mutandis*, it being understood that "full professor", "Joint Committee", "dean", and "FTPC" shall be read to mean "librarian V", "Administrative Committee", "chief librarian", and "LPC" respectively and that 38.1.3(a)-(c) and (e) shall apply.

SECTION 38.2 RETIREES' PRIVILEGES AND BENEFITS

***38.2.1** For the purposes of this section, a **retiree** is a person retired from the University of Ottawa and drawing a pension from the University of Ottawa pension plan, who was a member of the APUO bargaining unit immediately prior to retirement.

38.2.2 Adjunct professor

***38.2.2.1** Retirees are eligible to apply for adjunct professor status pursuant to 17.5.

***38.2.2.2** In addition that our needs are met after the needs of the library and its programs are met, a retiree who is appointed adjunct professor by the

- (a) access to all University of Ottawa libraries and their services;
- (b) office space, where available;

- (c) ~~access~~ to support services for research, according to their availability.

It is understood that no ~~grievances~~ may be made over the ~~allocation~~ or non-allocation of research ~~resources~~ and ~~facilities~~ to ~~retirees~~.

38.2.3 Tuition fee ~~exemption~~

- *38.2.3.1 ~~Retirees~~ may, without paying ~~tuition fees~~, attend courses as ~~special~~ students or for ~~credit~~, ~~subject~~ only to the usual academic requirements (including ~~requirements~~ regarding admission to programs).

- *38.2.3.2 Tuition fee ~~exemption~~ is available for a ~~retiree's spouse~~, children, and dependents in accordance with 40.6.1.2.

38.2.4 Insurance programs

- *38.2.4.1 ~~Retirees~~ may avail themselves of the group coverage for ~~private~~ or ~~semi-private~~ hospital room available to bargaining unit members, at the rate ~~applicable~~ for current members of the bargaining unit.

- *38.2.4.2 Life Insurance arrangements, in effect on 1 May 1990 for members ~~retired~~ prior to that date, will be maintained.

- *38.2.4.3 Where a member ~~retires~~ prior to the normal ~~retirement~~ date set out in the University of Ottawa Pension Plan, the member may, until she ~~attains~~ such normal ~~retirement~~ age, participate in the ~~supplementary~~ health and dental insurance ~~benefits~~ provided to members pursuant to 40.1.1.1(c) and (h). Where the member opts to so participate, she shall pay the ~~employer's~~ contribution for that benefit plan, ~~determined~~ in accordance with 40.1.1.5(b).

38.2.5 ~~Access~~ to technology ~~services~~

- *38.2.5.1 E-mail accounts will be maintained for ~~retirees~~.

- *38.2.5.2 ~~Retirees~~ will be allowed to purchase the ~~services~~ of an Internet provider at the same ~~rate~~ as that charged for ~~students~~ and staff, as long as such a ~~service~~ is offered to active members of staff.

***SECTION 38.3 RESIGNATION**

A **faculty** or language teacher member may **terminate** her employment by **resignation effective 30 June** of any year provided she **notifies** her dean **in writing** normally no later than **15 February** preceding her **resignation**. A **librarian** or counsellor member may **terminate** her employment at any time provided she **notifies** the employer **in writing** no later than **30 calendar days** prior to her **resignation**. A member's employment may **be** terminated at any other time by agreement of the member and the employer.

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ARTICLE 39

DISCIPLINARY MEASURES

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SECTION 39.1 GENERAL

39.1.1 Types of disciplinary measures

- *39.1.1.1 A member may be disciplined for just and sufficient cause; in particular:
- (a) for violation of the provisions of article 10, pursuant to the provisions of section 39.2; or
 - (b) for deficient performance of workload duties, pursuant to the provisions of 39.3; or
 - (c) for other just and sufficient cause, which cannot be considered to be a cause as described in (a) or (b) above, pursuant to the provisions of 39.4.
- *39.1.1.2 The employer may impose disciplinary measures which are appropriate in the circumstances. Disciplinary measures which may be imposed by the employer are:
- (a) for violation of the provisions of article 10, a written reprimand or suspension or

dismissal, pursuant to the provisions of section 30.2;

- (b) for deficient performance of workload duties, a formal warning or the withholding of the progress through the ranks or dismissal, pursuant to 30.3;
- (c) for a cause which cannot be considered to be a violation of article 10 or deficient performance of workload duties, a written reprimand or suspension or dismissal, pursuant to 39.4.

***39.1.1.3** Dismissal means the termination of any appointment by the employer, without the consent of the member, as follows:

- (a) for tenured faculty members, language teachers, or counsellors, before retirement and for reasons other than layoff pursuant to this agreement;
- (b) for librarian members with continuing appointments, before retirement and for reasons other than layoff pursuant to this agreement;
- (c) for all other members, before the end of their contract of appointment.

Failure to renew a limited-term contract and the decision not to grant tenure to a member shall not constitute dismissal.

39.1.2 Guidelines for Investigative Proceedings

***39.1.2.1** Any alleged behavior which may lead to disciplinary proceedings against a member shall be properly investigated by the member's dean, it being understood that:

- (a) any unsolicited complaint against a member shall promptly be communicated to her, with proper confidentiality safeguards where appropriate;
- (b) any fact-finding procedure, evaluation or request for advice in respect of an individual member, conducted by the dean, shall be carried out in conformance with the relevant provisions of this agreement or, where there are no relevant provisions, in a manner appropriate to the alleged cause for disciplinary proceedings;
- (c) the member whose alleged behavior is being investigated shall be notified by the

dean, as promptly as is reasonable in the circumstances, as to the reasons for and the nature of the actions being taken by the dean;

(d) the member whose alleged behavior has been investigated shall be promptly informed of the results of that investigation by her dean, subject to any applicable provisions of sections 39.2, 39.3 or 39.4.

***39.1.2.2** A fact-finding procedure, evaluation, or request for advice, undertaken by a dean in accordance with 39.1.2.1, is not grievable. For the purposes of article 13 and this subsection, the investigative process shall not constitute a disciplinary action and as such is not capable of being the subject matter of a private grievance.

***39.1.3** A member may not be disciplined for violation of a rule or regulation unless that rule or regulation:

(a) is reasonable and does not contravene the provisions of this agreement, and

(b) has been promulgated and communicated by the appropriate authority.

***39.1.4** The fact that a member has been or is subject to prosecution according to the law of any country, state, province or municipality cannot in itself be the basis of a disciplinary measure against the member.

***39.1.5** Whenever a dean, the Joint Committee, or the Board, notifies a member of a recommendation or decision that a disciplinary measure be imposed, the notification shall also, in writing, call the member's attention to the relevant provisions of article 13 applicable to the filing of a letter of disagreement or notice of grievance in regard to the recommendation or decision in question.

***39.1.6** When a dean forwards to the Joint Committee or Board a recommendation for disciplinary action against a member, or when a dean writes to a member to advise her of a Joint Committee or Board decision to discipline her, the dean shall forward a copy of said communication to the Association's liaison officer.

***39.1.7** In any disciplinary matter, the onus shall rest upon the employer to establish that it had cause for the imposition of discipline.

***39.1.8** **Application of this article** The provisions of

this article apply to all members of the bargaining unit, It being understood that:

- (a) with regard to librarian members, references to the "chair", the "dean", the "DTPC" and "FTPC", and to the "Joint Committee" shall be read as references to the "Immediate supervisor", the "chief librarian", and "LPC" and the "Administrative Committee" respectively;
- (b) with regard to counsellor members, references to the "chair", to the "dean" and to the "DTPC" and "FTPC" shall be read as references to the "Director of the Counselling and Personal Development Service" and to the "CPDSPC" respectively;
- (c) with regard to language teacher members, references to the "chair" and to the "DTPC" shall be read as references to the "director of the Second Language Institute" and to the "TPCI" respectively.

***39.1.9** **Delegation of the authority** of the Board
Any reference in this article to "the Board" shall mean "the Board or a committee of the Board to which authority for the act in question has been duly delegated".

SECTION 39.2 DISCIPLINE FOR VIOLATION OF ARTICLE 10

***39.2.1** The employer may reprimand in writing, suspend or dismiss a member for violation of the provisions of article 10, subject to compliance with the provisions of this section.

39.2.2 Procedures

***39.2.2.1** When, after investigation pursuant to **39.1.2.1**, the dean has grounds to believe that a member has violated the provisions of article 10, and considers taking disciplinary action with respect to such violation, she shall forward to the member a letter of allegation and attach to it copies of relevant documentation, if any. This letter of allegation shall refer to the relevant provisions of article 10, state the alleged violation, and ask the member to respond to the allegation within 10 working days of receipt of the letter.

***39.2.2.2** After allowing 10 working days to elapse following the member's receipt of the letter of allegation, and having given due consideration to the member's response to it if any, the dean shall, within the following 5 working days:

- (a) decide not to pursue disciplinary

proceedings, in which case she shall notify the member in writing of such a decision; or

- (b) decide to pursue disciplinary proceedings, in which case she shall give written notice to the Vice-Rector (Academic) of her allegation and the grounds therefor, for further investigation and action, and shall forward to the member a copy of that notice and of the documentation sent to the Vice-Rector, with proper confidentiality safeguards where appropriate.

*39.2.2.3 if the dean decides to give written notice to the Vice-Rector (Academic), the latter or her delegate shall, no later than 10 working days after the dean's notice has been sent, organize a *preliminary meeting* which shall be attended by the dean, the member, and the parties' liaison officers. The purposes of the *preliminary meeting* are to exchange information, clear up misunderstandings and, if possible, resolve the matter through mutual agreement of the employer and the member concerned. Notwithstanding the foregoing and 39.2.2.2(b), the parties to the agreement may agree to hold the preliminary meeting before the dean gives written notice to the Vice-Rector (Academic), in which case, should the matter not be resolved within 10 working days following the conclusion of the meeting, the dean shall send a written request to the Vice-Rector (Academic) to place the matter before an *investigative committee*, and 39.2.2.5 shall be applied accordingly.

*39.2.2.4 The provisions of subsections 13.2.2, 13.2.6 and 13.2.8 apply, *mutatis mutandis*, to a *preliminary meeting* held pursuant to 39.2.2.3.

*39.2.2.5 if the matter has not been resolved within 10 working days following the conclusion of the meeting, the Vice-Rector (Academic) shall, within the following 10 working days, advise the concerned member and the Association that the matter will be placed before an *investigative committee*. The committee shall be composed of:

- (a) 2 persons named by the Vice-Rector (Academic);
- (b) 2 members of the Association, named by the Association; and
- (c) the Vice-Rector (Academic), who shall act as nonvoting chair.

The members of the committee shall be named

within 10 working days of receipt of the notice from the Vice-Rector (Academic) to the Association.

*39.2.2.6 The investigative committee sets its own procedures, which are to be as informal as possible. The member shall be advised of any information considered by the committee, other than the documentation forwarded pursuant to 39.2.2.2, and shall be given the opportunity to appear before the committee if she so desires. The provisions of E.5.2 and E.5.3 apply to the investigative committee, *mutatis mutandis*.

*39.2.2.7 The employer's liaison officer shall ensure that the committee is provided with all relevant documentation, including:

- (a) the dean's letter of allegation to the member;
- (b) the member's written response, if any;
- (c) the dean's written notice to the Vice-Rector (Academic) and the attached documentation;
- (d) written comments, if any, on the issues under consideration and the documents listed in (c), sent by the member to the investigative committee for its consideration;
- (e) such further documentation as the member wishes to submit to the investigative committee.

*39.2.2.8 The investigative committee shall promptly consider the matter and report to the Board:

- (a) that the member be taken as a disciplinary action;
- (b) that a written reprimand be given to the member;
- (c) that the member be suspended for a specified period;
- (d) that the member be dismissed.

The chair of the investigative committee shall, within 5 working days of its establishment, report the committee's recommendation to the Board, with copies to the member and the member's dean. Where there is no recommendation reported, a majority vote of this fact shall be reported to the Vice Rector (Academic) if necessary, in this

situation, submit her own recommendation to the Board. Minority views may be attached to a recommendation supported by a majority vote.

- *39.2.2.9 The Board's decision and its reasons therefor shall be promptly communicated in writing to the member by her dean.
- *39.2.2.10 if the investigative committee recommends a written reprimand, suspension or dismissal, the member concerned may file a letter of disagreement in accordance with the provisions of article 13, *mutatis mutandis*, it being understood that the meeting referred to in 13.3.5 shall be deemed to have been replaced by the preliminary meeting mentioned in 39.2.2.3.

SECTION 39.3 DISCIPLINE FOR DEFICIENT PERFORMANCE OF WORKLOAD DUTIES

*39.3.1 General

A faculty member's performance of workload duties is deficient when it is not satisfactory in light of the member's rank and experience.

39.3.2 Formal warning

- I *39.3.2.1 Where a member's dean, as a result of an annual review, considers that the member's performance of workload duties is inadequate, and this alleged deficiency is serious enough, the dean may, in accordance with the procedures set forth in this subsection, issue a formal warning to the member.
- *39.3.2.2 If, after consultation with the member (including consultations about the period during which a deficiency may exist) the dean's concerns persist, the dean may initiate the procedure described in (a) to (c) below which may lead to the issuing of a formal warning.
 - (a) The dean shall inform the member, in writing, of her concern, the reasons for it, and her intention to consult the chair and the TPCs regarding the alleged deficiency in the member's performance and its seriousness. The dean shall include in her letter a statement of the period for which the member's performance is to be considered.
 - (b) The dean shall solicit the opinions of the DTPC and chair, and then the FTPC, on the member's performance during the

period under review and the seriousness of its alleged deficiency. The dean shall attach to such solicitation the information mentioned in (a) above, an up-to-date curriculum vitae of the member, copies of the member's annual reports (if available) for the period specified in (a), copies of scholarly works which the member wishes to have considered and any other documentation or information submitted by the member, copies of A-reports, and any other relevant documentation and opinions the dean may wish to have considered provided the member has been informed of such documentation or opinions and their submission by the dean.

(c) The member, the chair, and the TPCs shall be advised by the dean that she is considering issuing a formal warning.

*39.3.2.3 The provisions of 23.2.4.3(a), (c) and (d) shall apply to assessments related to a formal warning.

*39.3.2.4 If the dean finds that a formal warning is warranted and decides to issue one, she shall:

(a) forward to the member a letter of warning and include therein a clear statement of her reasons for the warning and clear indications as to the improvements which are expected from the member:

(b) Inform the member, in the letter of warning, that the warning may be the subject of a grievance.

39.3.3 Further discipline

*39.3.3.1 Any recommendation or decision regarding the imposition of further discipline for deficient performance of workload duties shall be based on the member's performance during a period determined by the dean after consultation with the member. Any such recommendation or decision shall be based on an evaluation of the member's overall performance during said period. The evaluation shall be carried out in accordance with the provisions of section 23.2 and shall, except for librarian or counsellor members, include an evaluation of teaching carried out in accordance with the provisions of article 24.

*39.3.3.2 Beyond formal warning, additional disciplinary measures which may be imposed on a member for deficient performance of workload duties are the *withholding of the progress through the*

ranks, defined in 39.3.3.3, or *dismissal*. Such measures may only be imposed in accordance with the procedures set forth in this section. A withholding of a progress through the ranks may only be imposed on the second anniversary of a formal warning or on the first anniversary of previous withholding of a progress through the ranks,

***39.3.3.3** Where withholding of the progress through the ranks is imposed on a member, the entire progress through the ranks to which she would otherwise be entitled on the following 1 May shall be withheld.

***39.3.3.4** When the FTPC is consulted regarding the possible withholding of the progress through the ranks, or the possible dismissal of a member for deficient performance of workload duties, it may submit the member's scholarly works to the outside evaluators, selected in accordance with 23.3.2. If it finds that the information provided by such a review is necessary for a well-founded recommendation,

***39.3.4** Withholding of the progress through the ranks. The Joint Committee may withhold a member's progress through the ranks if

(a) the member's overall performance during the period determined by the procedure set forth in 39.3.3.1 is unsatisfactory at the period considered in the most recent formal warning or withholding of the member's progress through the ranks, there has been substantial improvement; and

(b) the procedures set forth in subsection 39.3.6 have been followed.

39.3.5 Dismissal

***39.3.5.1** The Joint Committee may dismiss a member whose overall performance of workload duties has been persistently and seriously unsatisfactory. This disciplinary measure may only be imposed if the member's progress through the ranks has been withheld twice within the 2 academic years preceding the initiation of proceedings for dismissal.

***39.3.5.2** Proceedings for dismissal shall follow the notification, evaluation, and consultation procedures set forth in subsections 39.3.3 and 39.3.6.

***39.3.5.3** A default of 2 months shall elapse if a second withholding of the

progress through the ranks and the **effective** date of dismissal.

39.3.6 Procedures

39.3.6.1 The dean shall **solicit** a **recommendation** from the **chair of the** department and the DTFC, where one **exists**, and from the FTFC. Before **soliciting these** opinions, the dean shall **ask** the member to submit:

- (a) the member's up-to-date **curriculum vitae**;
- (b) a copy of the results of the member's scholarly **activities**. In one or more of the forms described in **23.3.1.1**, that the member **wishes to have considered** when her performance is **examined**;
- (c) any relevant **information regarding** the member's **participation in academic service activities**;
- (d) any other **information** that the member deems useful.

It is understood that the **evaluation of teaching**, pursuant to **article 24**, shall be completed prior to the request for these **recommendations**.

***39.3.6.2** The dean **asks** the member's **chair and DTFC**, and then the FTFC, whether the member's performance is **satisfactory** and, if not, whether it has **substantially improved** since the most recent formal warning or **withholding** of the member's progress through the ranks.

***39.3.6.3** The FTFC shall give its **opinion** on the two **questions put** to it, and **give** its reasons therefor, and shall make its **recommendation**.

***39.3.6.4** In a case **where** the dean suggests the **withholding** of the progress through the ranks or the member's **dismissal**, she shall make her recommendation to the Joint **Committee**.

***39.3.6.5** Where the Joint Committee **decides** to withhold a member's progress through the ranks, the dean shall promptly notify the member, in writing, of the decision and the reasons therefor and shall include in her **letter** a clear **indication** of the improvements expected from the member.

SECTION 39.4 DISCIPLINE FOR OTHER CAUSE

***39.4.1** General The employer may reprimand in writing, suspend or **dismiss** a member for **elust**

and sufficient cause other than such cause as is referred to in 39.2 and 39.3, subject to the provisions of this section.

39.4.2 Procedures

***39.4.2.1** When she has reasonable grounds to believe that a member of her faculty has committed an act or omission which constitutes cause for discipline, the dean shall promptly call the member to an Informal meeting. At this Informal meeting:

- (a) the dean shall inform the member of her concerns and the grounds therefor;
- (b) the member shall be given an opportunity to give an explanation and clear up any misunderstandings.

The member and the dean may each be accompanied to this meeting by a person of their choice.

***39.4.2.2** Following the Informal meeting, the dean may:

- (a) decide not to pursue disciplinary proceedings; or
- (b) give the member a written reprimand, in which case the dean shall state her reasons therefor, and give clear written indication of the improvements expected from the member; or
- (c) recommend in writing to the Board that the member be suspended or dismissed, if the member's act or omission is serious enough or if the member, after having been disciplined, fails to correct her conduct.

A recommendation for suspension or dismissal shall state the reasons therefor, and be accompanied by all relevant documentation, it being understood that a copy of this documentation shall be sent to the member, with proper confidentiality safeguards where appropriate.

***39.4.2.3** Where a dean recommends suspension or dismissal, the Board shall give proper consideration to the matter and shall, within 20 working days of receipt of the dean's recommendation, decide:

- (a) that no disciplinary action is to be taken against the member; or

- (b) that a written reprimand is to be issued to the member; or
- (c) that the member is to be suspended for a specific period; or
- (d) that the member is to be dismissed, it being understood that the Board may dismiss a member for cause only if the Rector recommends dismissal.

The member's dean shall promptly notify the member, in writing, of the Board's decision and the reasons therefor.

SECTION 39.5 SEXUAL HARASSMENT

***39.5.1** 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.

***39.5.2** In the event that any amendment or amendments to this section affect the substance of the provisions of this section or conflict with other provisions of this collective agreement, the parties agree to negotiate changes to this section as required; in the event that as the result of such negotiations the provisions of section 39.5 of the Policy which it refers shall continue to apply.

***39.5.3** The Policy and the provisions of section 39.5 shall apply only to a complaint against a member of the APUCO bargaining unit allegedly occurring in the course of the member's employment with the University or involving alleged influence or pressure by the University or its agents on an individual who has a direct reporting relationship with the member.

***39.5.4** With respect to appointments under paragraph 4 of the Policy, the Association shall forward the names of the two appointees. The Secretary of the University may, on reasonable grounds, reject one or both names put forward whereupon the Association shall forward a replacement name or names until the appointment process is completed.

***39.5.5** With respect to a complaint of sexual harassment against a member, the procedures set out in the Policy at paragraphs 8 through 15 inclusive shall apply, it being understood that the request to the

respondent under paragraph 13 shall include notification to the respondent that "a copy of the response, if any, will be forwarded to the complainant, and could subsequently be forwarded to your dean if a further investigation is required". It is also understood that paragraph 15 of the Policy shall be read to begin with the words "After receiving the written complaint, response (if any) and reply (if any) pursuant to paragraphs 12, 13 and 14,....".

***39.5.6** In the event that no meeting is convened or no settlement is reached pursuant to paragraph 15 of the Policy, and unless the Sexual Harassment Officer is of the opinion that the complaint is frivolous, vexatious or vindictive or that the conduct complained of cannot reasonably be said to fall within the definition of sexual harassment as set out in paragraph 2 of the Policy, she shall forward the written complaint and response (if any) to the dean, who shall proceed with an investigation pursuant to 39.1.2. After the dean's investigation, if the dean has reasonable grounds to believe the member has committed an act of sexual harassment, the dean shall proceed under 39.4. Should the dean decide not to proceed under 39.4, no record of the matter shall be placed in the member's file.

***39.5.7** 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 Sexual Harassment Officer under 39.5.6.

***39.5.8** It is agreed that the Sexual Harassment Officer is neither compellable nor competent to give testimony in any proceeding under the Policy or before any other tribunal established under the collective agreement respecting information obtained pursuant to the Policy.

I ***39.5.9** It is agreed that a member against whom a complaint has been made 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 Policy as well as any decision taken pursuant to it.

*39 Any provision of the collective agreement that expressly modifies or reinforces in relation to any complaint or decision respecting a complaint dealt with under the Policy

*39.5.11 Nothing in the Policy or this section shall be interpreted as removing the right of a complainant or respondent who is a **member** from seeking assistance from the Association in any matter associated with the application of the Policy or in pursuing a grievance related thereto.

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COLLECTIVE AGREEMENT

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ARTICLE 40

BENEFITS

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SECTION 40.1 GENERAL

40.1.1 Employee benefit plans

*40.1.1.1 The employer agrees to provide to members, subject to the provisions of this article, the employee benefits listed below. The terms and conditions of these benefits -- as they existed at the expiry of the preceding (1996-1998) collective agreement -- are set out in appendix A, or in the documents listed in appendix B, as the case may be.

- (a) Long-term disability benefits.
- (b) Basic group life insurance benefits.
- (c) Supplementary health insurance benefits.
- (d) University of Ottawa Pension Plan benefits.
- (e) Optional life insurance benefits.

(f) Voluntary accident insurance benefits.

(g) Workers' accident insurance benefits.

(h) Dental insurance plan.

The employer shall forward to the Association a copy of any document received at any time by the employer, or distributed to members by the employer, which serves to describe, clarify or modify any of the terms or conditions of any employee benefit plan.

*40.1.1.2 Any member whose appointment at the University of Ottawa for a period of at least 2 consecutive terms or, in the case of librarian members, for a period of at least 6 months -- including a member for whom all or part of the salary is reimbursed to the University of Ottawa by an outside agency -- shall contribute to, and be entitled to the employee benefit plans listed in 40.1.1.1.

*40.1.1.3 The terms and conditions of the employee benefits listed in 40.1.1.1 shall remain the same as they were at the expiry of the preceding (1998-2001) collective agreement between the parties, except as those terms and conditions are subsequently changed in accordance with the provisions of 40.1.2.

*40.1.1.4 Where a member's benefits or contributions are related to the member's salary, the relevant amount shall be calculated in terms of the member's nominal salary, without including any administrative stipends or supplements.

*40.1.1.5 (a) Where this agreement specifies that, due to certain particular circumstances, a member is to pay the employer's contribution to the pension fund, the amount to be paid shall be computed as a percentage of the member's nominal salary. The percentage used shall be the same as the percentage of salary mass used to determine the employer's regular contribution to the pension fund during the relevant pay period, taking into consideration the reduction in the employer's contribution during the term of this collective agreement as set out in the Letter of Understanding, appendix F.1.

(b) Where this agreement specifies that, due

to certain particular circumstances, a member is to pay **the employer's contribution** for an employee benefit plan, other than the pension plan, the amount to be paid shall be the **appropriate** unit cost to the employer during the relevant pay period. Depending on the benefit, this is either a **per capita** premium paid by the employer, or a premium determined by the level of benefit applicable to the member in question.

40.1.2 Modification of employee benefit plans

*40.1.2.1 Subsequent to the ratification of this agreement, no changes in the benefits listed in 40.1.1.1 will be implemented by the employer without prior consultation with the **Employer-Employees Advisory Benefits Committee** pursuant to 40.1.3 or with the **Pension Plan Committee** pursuant to 40.4, as the case may be.

*40.1.2.2 The employer agrees to obtain, annually, for consideration by the **Benefits Committee**, a report on benefit plans, with a view to ensuring that the benefits provided meet a high standard at a reasonable cost. The report, to be prepared by an impartial and expert consultant, shall concern all benefits listed in 40.1.1.1 other than those provided under the pension plan. The report will survey potentially available benefit packages and may include information regarding possible additions or other modifications to the benefits available to members.

40.1.3 Benefits Committee

*40.1.3.1 An Employer-Employees Advisory Benefits Committee shall continue to exist in accordance with 40.1.3.2. All potential changes to the benefits listed in 40.1.1.1, other than the pension plan, shall be submitted to the committee for its consideration and recommendations. The committee shall report its recommendations to the Board with a copy to the Association, it being understood that:

- (a) no change in benefits shall be decided by the Board until 1 month has elapsed since the committee's recommendations have been received by the Association, in order to permit the latter to review these recommendations and submit its own comments to the employer before any decision is made:

(b) the Board shall not reduce the benefits to which members are entitled without the prior consent of the Association.

"40.1.3.2 The Employer-Employees Advisory Benefits Committee membership is as follows:

(e) 4 persons appointed by the Board, one of whom shall be appointed as a non-voting chair;

(b) 3 persons appointed by the Association;

(c) 3 other persons appointed by the Board from among the support staff as recommended by the various consultative committees and unions representing the different groups.

The committee may invite one or more persons to attend meetings of the committee as consultants. Members of the committee shall be appointed for two-year terms which commence 1 January and can be renewed indefinitely by those responsible for the appointments. The chair shall convene meetings of the committee by forwarding written notice of such meetings to all members of the committee no less than 5 working days prior to each meeting. Quorum is 5 committee members, including the chair and at least 1 of the voting members appointed by the Board and at least 1 of the persons named by the Association, it being understood that neither the Board nor the Association shall attempt to prevent the attaining or maintaining of quorum.

*40.1.4 Time spent by the member in order that the member may ensure uninterrupted service shall not be counted as absence, in writing, if the member is absent from Canada for more than 30 consecutive days. The member shall notify the Association of the date of departure and the member's address during the absence, if available. The notice shall be delivered to the Human Resource Service no later than 10 working days prior to the anticipated date of departure. Notwithstanding, no such notice shall be required in the case of any absence during a vacation period.

40.1.5 Definitions

*40.1.5.1 Child For the purposes of section 40.6, a member's child is

- (a) a person of whom the member is the natural parent whether the person was born within or outside marriage,
- (b) a person who is wholly dependant on the member for support and under the member's custody in law or in fact (or was so immediately before such person reached the age of 19), but not including a foster child,
- (c) a child of the member's spouse (i.e., a stepchild), or
- (d) an adopted child of the member.

*40.1.5.2 **Dependant** For the purposes of section 40.6, and subject to 40.6.1.1(b), a member's dependent is a person who is dependent upon the member for support and is the member's or the member's spouse's grandchild, niece or nephew, brother or sister, parent or grandparent, aunt or uncle.

SECTION 40.2 LONG-TERM DISABILITY

40.2.1 General

*40.2.1.1 With respect to any member who is on sick leave pursuant to article 27, the Human Resources Service shall initiate all steps which are necessary for ensuring the member's eligibility for long-term disability benefits at the conclusion of the member's period of eligibility for sick leave benefits, provided the member gives to the employer all the information requested pursuant to 27.2.1. The Human Resources Service shall advise the member of any such steps taken by the Human Resources Service, as well as of any further steps which must be taken by the member.

*40.2.1.2 The parties recognize that, where a decision as to whether a member does or does not qualify for long-term disability benefits is made by an Insurer, such a decision is not grievable under the terms of this collective agreement.

4 A member is on *disability status* whenever she qualifies for long-term disability benefits. A member's period of disability status shall be considered continuous notwithstanding the member's return to full-time work provided that it does not exceed 18 calendar

*40.2.1.4 A *fraction of disability* (expressed in whole multiples of 10%) shall be determined for a member at the start of a period of *disability status*, and may be reassessed from time to time, in light of the member's medical condition.

*40.2.1.5 A member is on *disability status* when she qualifies for long-term disability benefits and the fraction of disability is 30% or more. A member is on *total disability status* when, due to her disability, she is not performing any workload duties. A member is on *partial disability status* when she is able and willing to participate in some portion of her workload duties and the dean consents to such partial participation in workload duties. Where the member's fraction of disability is less than 100%, the dean shall not unreasonably deny the member the opportunity to participate in workload duties at a corresponding level.

*40.2.1.6 For a member on disability status, the reference salary is the member's nominal salary at the time the disability status commenced, adjusted thereafter in a manner determined from time to time by the parties.

40.2.2 Rights and privileges

*40.2.2.1 Matters relating to compensation and benefits, sabbatical leave, years of university-level experience, vacation, and sick leave, a member's disability status has the effect described in this section. A member's other rights and privileges, including tenure, rank, and -- subject to 40.2.2.4 -- the right to be considered for tenure and promotion, are not affected by the member being or having been on disability status.

*40.2.2.2 Any period during which a member is on disability status is considered, for purposes of the pension plan, as a period of full-time service with the employer.

*40.2.2.3 A member's nominal salary is used for determination of the compensation to which a member is entitled on termination of disability status; a member's nominal and reference salaries are used for determination of compensation while a member is on disability status. -- Where a member is on disability status in the course of a calendar year, the member's nominal salary shall be adjusted on

the next 1 May by all adjustments, other than progress through the ranks, to which the member would be entitled if she had not been on disability status. Regarding progress through the ranks for a calendar year, the PTR mentioned in 41.1.5.3(b) shall be replaced by a fraction of normal PTR, this fraction being the same as the overall fraction of normal workload performed by the member while employed by the employer in that year.

***40.2.2.4** Regarding service credited for sabbatical-leave purposes, for the determination of years of university-level experience for determining when a member can apply for or be granted a promotion, or for the determination of vacation entitlement, if a member is on disability status in the course of a calendar year, such service shall be credited in proportion to the overall fraction of normal workload performed by the member while employed by the employer in that year.

40.2.3 Total disability

***40.2.3.1** A member has no workload obligations while on total disability status.

***40.2.3.2** The following applies while a member is on total disability status.

- (a) Disability payments shall be at the rate of $\frac{2}{3}$ times the member's reference salary.
- (b) The member shall not receive any work-related compensation from the employer.
- (c) The member's benefits provided pursuant to 40.1.1 shall be the same as if the member were not on disability status, but the member's contributions for such benefits shall be nil.
- (d) A member is not entitled to sick leave while on total disability status.

40.2.3.3 When a member's total disability status is terminated and the member resumes all or part of her workload, compensation from the employer shall be on the basis of her nominal salary, determined in accordance with 40.2.2.3.

40.2.4 Partial disability

*40.2.4.1 The employer shall ~~make~~ reasonable efforts to arrange ~~appropriate~~ workload duties for a member on ~~partial disability~~ status, giving due regard to the member's medical condition. The employer shall endeavor to make it possible for the member to ~~participate~~ in workload duties as much as is compatible with the member's wishes, medical condition, and fraction of disability.

*40.2.4.2 While a member is on ~~partial disability~~ status, compensation and long-term disability benefits are ~~determined~~ in a manner established from time to time by the parties.

*40.2.4.3 The following provisions apply when a member is on ~~partial disability~~ status.

(a) The member's benefits provided pursuant to 40.1.1 shall be the same as if the member were not on ~~disability~~ status. The member's contributions for such benefits shall be determined in the usual manner and at the usual rates, but on the basis of the work-related compensation actually received from the employer.

(b) For a period where the member is on vacation, compensation and disability benefits are ~~determined~~ in a manner established from time to time by the parties.

(c) The member is ~~entitled~~ to sick leave in accordance with the provisions of this agreement, provided the condition requiring sick leave is distinct from the condition leading to long-term disability. For a period where the member is on sick leave, compensation and disability benefits are ~~determined~~ in a manner established from time to time by the parties.

*SECTION 40.3 SEVERANCE PAY

A member who has attained the age of 60, or whose age plus actual Credited Service is equal to 90 or more, and retires prior to the normal retirement date set out in the University of Ottawa Pension Plan, provided she does not retire prior to the completion of her scheduled teaching duties in a given term, is entitled to compensation for long service, to be referred to as severance pay, equal to \$660 times the number of years (or parts thereof) of regular full-time service with the employer times the

number of years (or parts thereof) remaining between the actual date of retirement and the normal retirement date for the member, this last number not to exceed 5.

SECTION 40.4 THE UNIVERSITY OF OTTAWA PENSION PLAN

- *40.4.1** The employer agrees to provide to members and to retired members the employee benefits contained in the *University of Ottawa Pension Plan* as described in the *University of Ottawa 1969* by-law, as amended, reproduced in appendix A.
- *40.4.2** Changes in benefits. A Pension Plan Committee shall continue to exist in accordance with 40.4.3. All potential changes to the benefits to which a member is entitled under the *University of Ottawa Pension Plan* shall be submitted to the committee for its consideration and recommendations. The committee shall report its recommendations to the Board with a copy to the Association, it being understood that:
- (a) no change in benefits shall be decided by the Board until 1 month has elapsed since the committee's recommendations have been received by the Association, in order to permit the latter to review these recommendations and submit its own comments to the employer before any decision is taken; and
 - (b) the Board shall not reduce the benefits to which members are entitled under the pension plan without the prior consent of the Association.
- 40.4.3 Committees**
- *40.4.3.1** The Pension Plan Committee was established by by-law no. 4, 1969, of the Board of Governors (article 10.4). The Pension Fund Investment Committee was established by resolution/bylaw no. 2002.5 of the Board of Governors. Changes in the structure or function of either committee shall be by mutual consent of the parties to this agreement.
- *40.4.3.2** The Pension Plan Committee has been delegated all the powers necessary for the interpretation of the pension plan and the administration of the pension fund, save and except the powers:

- (a) to appoint the members of the committee,
- (b) to modify the pension plan,
- (c) to appoint the trustee(s) and Investment managers of the pension fund,

which are under the exclusive jurisdiction of the Board of Governors,

*40.4.3.3

Membership of the Pension Plan Committee The Rector is an *ex officio* member of the committee. In addition to the Rector, the committee has 12 other members, as follows:

- (a) a person appointed by the Board to serve as chair of the committee;
- (b) the Director of the Human Resources Service;
- (c) 3 members appointed by the Association;
- (d) a person representing the clinical teachers in the Faculty of Medicine, appointed by the Board upon nomination by the dean of that faculty;
- (e) 6 other persons, appointed in a manner prescribed by the Board.

*40.4.3.4

Membership of the Pension Fund Investment Committee The committee has 8 members, appointed by the Board of Governors, as follows. It being understood that an external person is a person who is neither employed by the University of Ottawa, nor a member of the Board of Governors, nor a member of the Plan:

- (a) an external person to serve as Chair of the committee;
- (b) 2 other external persons;
- (c) one member of the Board of Governors;
- (d) the Vice-Rector (Resources);
- (e) 3 members of the Plan, 2 of whom shall be members of the Association.

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*40.4.3.5

With respect to the appointment, reappointment or replacement of the 2 members of the Association appointed under 40.4.3.4(e), the Association shall forward the names of the two appointees. The Board of Governors may, on reasonable grounds, reject one or both names put forward whereupon the

Association shall forward a replacement name or names until the appointment process is completed. In forwarding a name for reappointment, the Association will give proper consideration to any evaluation of the member's performance done by the Committee on Governance of the Board.

***40.4.3.6** An Association member appointed to the Pension Fund Investment Committee may be removed by the Board of Governors for serious dereliction of duty or conflict of interest. The Association shall be consulted prior to any such removal by the Board.

***40.4.3.7** **Term of office for the Pension Plan Committee** The term of office of the members appointed to the Pension Plan Committee is 1 calendar year and can be renewed indefinitely by those responsible for the appointments.

***40.4.3.8** **Term of Office for the Pension Fund Investment Committee** The term of office of the members appointed to the Pension Fund Investment Committee may be staggered and may vary in length from 1 to 3 years. No member of the Pension Fund Investment Committee may be appointed for more than 9 consecutive years.

***40.4.3.9** **Officers**

(a) **Chair:** The chair is appointed by the Board.

(b) **Vice-Chair:** The committee elects a vice-chair from among its own members.

***40.4.3.10** **Meetings** Each committee meets at the call of the chair. The chair must convene the committee upon request of 3 members. A delay of 5 working days must be allowed between the date of the notice calling a meeting and the date of the meeting. If required, an urgent meeting may be called on giving less than 5 working days notice which may be declared legal by a majority vote of the members of the committee.

40.4.3.11 **Quorum** A quorum is the majority of the members, the chair or the vice-chair being present.

4.3.12 **Each committee reports as required and at least annually to the Board of Governors on the exercise of its power.**

- *40.4.3.13 Funds required for the operation of each committee are included in the budget of the Human Resources Service.
- *40.4.3.14 Secretarial services are provided by the Office of the Secretary of the University.
- *40.4.4 The employer shall make its best efforts to obtain and provide to the Association Information and general data, other than individual earnings histories, which are required for the computation of pension benefits to which a member is entitled. The employer shall, upon written request from a member, provide to the Association Information regarding that member's earnings history, as required for the computation of pension benefits to which the member is entitled.

SECTION 40.5 RELOCATION EXPENSES

40.5.1 General

- *40.5.1.1 For the purposes of this section, *relocating* means moving into the metropolitan region of Ottawa-Gatineau from outside that metropolitan region.
- *40.5.1.2 The provisions of this section apply to all persons selected for an appointment as a faculty, counsellor, librarian, or language teacher member, provided that it is not an appointment as a replacement.

40.5.2 Admissible expenses

- *40.5.2.1 Subject to the provisions of this section, the employer agrees to reimburse any newly appointed member for that member's relocation expenses. *Relocation* expenses are any reasonable expenses incurred by the member as a direct result of relocating. Relocation expenses include:
 - (a) the cost of moving, packing, crating, and unpacking household goods and personal belongings as well as insurance and storage for a maximum of 4 weeks. It being understood that 2 tenders must have been presented, the lowest of which shall be used to calculate the amount of the reimbursement;
 - (b) as calculated pursuant to article 36, the cost of transporting the member's family by the most economical means of transportation, and the living expenses for each person in the member's family while

travelling, to Ottawa-Gatineau;

(c) as calculated pursuant to article 36, the transportation, accommodation and living expenses of one advance visit for the purpose of securing suitable housing, including the expenses of the appointee's spouse if the spouse makes such an advance visit with or instead of the member.

*40.5.2.2 The employer shall reimburse the member's relocation expenses as follows: 100% of the first \$1 000, and 75% of any further amount above the initial \$1 000 up to a maximum total payment of \$5 000 in terms of Canadian dollars. The parties may agree to exceptions to this limit. The Administrative Committee or its delegate may authorize advances for relocation expenses.

*40.5.2.3 The dean shall ensure that candidates for appointment are informed of the benefits and regulations provided for in this section prior to their appointment.

*40.5.3 ~~Procedures~~ Claims for relocation expenses shall be submitted to the dean, on forms provided by the employer, in accordance with University travel regulations. The member's claim shall be accompanied by copies of 2 tenders for moving costs and by a bill, receipt or voucher, in respect of each expense for which a bill, receipt or voucher was reasonably attainable.

*40.5.4 Member's obligation The reimbursement of relocation expenses shall take the form of an interest-free loan from the employer. The loan shall be considered to be repaid when the member completes 3 full years of continuous service at the University of Ottawa, each full year being equivalent to 1/3 of the loan repayment. Reimbursement is required only if the member's employment at the University of Ottawa ceases of her own volition before the completion of 3 full years of continuous service, in which case the member shall reimburse the employer for any outstanding portion of the loan.

*40.5.5 Where a member's regular appointment starts immediately following a replacement appointment at the University of Ottawa, the provisions of this section apply to admissible expenses incurred by the member in relocating to Ottawa-Gatineau at or following the start of said replacement appointment. In such an

event, the 3-year period mentioned in 40.5.4 refers to the initial 3 years of regular appointment.

SECTION 40.6 TUITION FEES

40.6.1 Entitlement

*40.6.1.1 The following persons are entitled to a benefit under this section for government-funded courses with academic credit or government-funded regular programs of study, or the equivalent in non-publicly funded recognized universities.

- (a) a member's spouse;
- (b) a member's child or dependant, provided that the child or dependent has not yet attained the age of 26 on the date of commencement of the term for which the benefit is to be received, it being understood that the Administrative Committee or its delegate may allow exceptions to this age limit.

*40.6.1.2 Where a member retires or dies, the benefits provided by this section shall continue as if she were still a member, for a period of 5 years following the member's retirement or death or, where the member retired prior to the normal retirement date set out in the pension plan, until the member attains age 70, it being understood that a person benefiting under 40.6.1.1 who has begun a program of studies before the member's retirement or death will be entitled to the benefit until she completes that program.

40.6.2 Exemption from tuition fees

*40.6.2.1 The tuition exemption/bursary benefit in this subsection shall continue to apply to any spouse, child, or dependent registered in a program at the University of Ottawa as of the 2001-2002 academic year, until that program has been completed.

40.6.2.2 Conditions

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*40.6.2.3 The member's spouse, child, or dependent exempted from tuition fees must, however, pay incidental fees (such as association dues, health services, sports services).

***40.6.2.4** When a member's spouse, child, or dependent obtains a student loan or grant, the exemption from tuition fees will be granted only if it is to the student's advantage. If the acceptance or refusal of the exemption is of equal benefit to the student, the alternative which is to the advantage of the employer will be chosen.

***40.6.2.5** Except as otherwise provided for in **40.6.1.2**, the benefits provided by this section shall cease at the conclusion of any term during which the member's employment terminates.

40.6.2.6 Application

40.6.2.7 A member's spouse, child, or dependent who wishes to apply for an exemption from tuition fees must complete the appropriate forms, which will be available at the Human Resources Service Centre. The completed forms must be submitted to the Human Resources Service Centre no later than 1 week before the fee payment deadline.

***40.6.2.8** Applications may be made for more than 1 term at a time but exemption shall be granted for only 1 fee payment at a time.

40.6.3 Tuition support benefit

***40.6.3.1** Effective 1 May 2002 a spouse, child, or dependent beginning studies in a program on or after that date is eligible for the *Tuition Support Benefit* described in this subsection.

***40.6.3.2** The tuition support benefit, funded by the University, will have a total annual pool of no more than \$300,000 (2002-2003), increased on 1 May annually (beginning 1 May 2003) by the percentage increase to tuition applicable for the faculties of Arts, Science, and Social Sciences, or the average thereof if the percentage increases differ.

***40.6.3.3** The tuition support can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at University of Ottawa or any other recognized university.

***40.6.3.4** In the case of students in part-time programs, the payment shall be prorated to the number of courses required for the full-time program in that institution.

***40** To be eligible for a part-time program, students must meet the admission requirements of the program and maintain academic standing at the institution at which it is offered. Except for students at the University of Ottawa, where special student status will be included.

***40.6.3.6** Applications will only be accepted in compliance with the prescribed term limits. Applications not received by the established deadlines will not be considered initially for the benefit. Applications for the fall session will only be considered for all timely applications received prior to the deadline, and no later than the number of late applications will be considered in other sessions, as specified. Applications will be accepted for a semester other than the current semester.

(a) Amounts to be \$3,000 maximum per academic year (prorated for part-time students) allocated as follows:

(i) registration in the fall term: \$2,000.

(ii) registration in the winter term, if it is the first semester of registration in the academic year: \$2,000; otherwise, prorated among the number of claimants after the remaining balance of the pool has been calculated, to a maximum of \$1,000 per claimant, subject to the \$3,000 maximum per academic year.

(iii) registration in the spring/summer semester for the first time in the program: \$1,000.

***40.6.3.7** Students will be required to provide proof of continued registration in a recognized university.

***40.6.3.8** Tuition support is a taxable benefit. It is

taxable in the hands of the member, except if it can be used as a bursary by spouses/children/dependents, where it becomes taxable in the hands of the recipient. This latter possibility only exists for students registered at the University of Ottawa, in which case, the value is at 85% of the normally allocated amounts.

***40.6.3.9** In the event that the value of eligible claims under this plan is less than the total amount available, the surplus shall be carried forward and added to the amount available in the following academic year. Should there be a shortfall in any given year because of unforeseen circumstances, the deficit will be carried forward to the following academic year. Such a shortfall will be examined to determine the source and evaluate, in consultation with APUO, what change needs to be made to the administrative processes to prevent such a recurrence. Where monies are returned after they have been distributed, these also will be carried forward to the following academic year. The Joint Consultative and Communication Committee will receive a report on the use and balance of the pool of funds once the first payments have been made, and again by the month of June of each year when all payments have been made. A report will be provided to the Committee after the first year of implementation to review the success of the distribution process.

***40.6.3.10** "Recognized university" is an institution that (i) in Canada, is a member of the AUCC, and recognized by AUCC as a university, (ii) in the United States, conforms to the various general guidelines of accreditation used by American universities, and (iii) outside Canada and the United States, is recognized as a university by the accrediting body of that country.

***40.6.3.11** "Tuition" is tuition fees as defined by CCRA for the purpose of income tax deduction.

***40.6.3.12** Spouses, children, and dependents of members on leave or receiving LTD benefits are eligible, as well as those of retirees as per current 40.6.1.2.

40.6.4 Provisions for members of the bargaining unit

*40.6.4.1 It of the n unit may audit
fees at the ty of Ottawa, without
paying fees and without receiving academic
credits, with it any first time through
professor' list.

*40.6.4.2 Faculty members and language teachers may
without paying tuition fees, take courses for
credit as specified in the schedule

(a) In a faculty other than one in which the
member holds an appointment (principal or
secondary), the member can take courses
for credit without special permission;

(b) In a faculty in which the member holds an
appointment, the member can take
courses for credit with her dean's
permission (which shall not be
unreasonably denied), provided the
courses are not offered by a department in
which the member holds an appointment.

*40.6.4.3 Librarian and counsellor members may,
without paying tuition fees, attend courses and
receive academic credit for them, subject only
to the usual academic requirements (including
requirements regarding admission to
programs).

40.6.5 Second-language courses

*40.6.5.1 The provisions of this section apply, *mutatis
mutandis*, to courses offered by the Second
Language Institute, other than those mentioned
in 40.6.5.2.

*40.6.5.2 The employer undertakes to continue to offer,
free of charge, through the Second Language
Institute, second-language courses in French
and English which are restricted to members
and their spouses and certain other University
of Ottawa employees, with a variety and
frequency no less than during the academic
year 1983-1984.

*40.6.6 Reciprocal agreements The employer will
make best efforts to negotiate reciprocal
arrangements with other Ontario and Quebec
universities for tuition waiver for a member's
spouse and children

SECTION 40.7 SECOND MORTGAGE POLICY

40.7.1

*40.7.1.1 The employer agrees to continue a second mortgage policy as set forth in this section. The purpose of this policy is to facilitate the purchase of a regular member's principal residence in the Ottawa-Gatineau area, hereinafter referred to as the premises. It is not intended to replace primary real estate financing available from financial institutions but to supplement such financing, whenever necessary, after a member has made the required arrangements for appropriate financing on first mortgage.

*40.7.1.2 The second mortgage policy set forth in this section applies to all members of the bargaining unit, except those holding a replacement appointment.

*40.7.1.3 It is understood that this program is subject to the availability of funds as determined by the National Bank of Canada in consultation with the employer.

40.7.2 The policy

*40.7.2.1 The policy provides for the employer's guarantee of a loan to the member, from the National Bank, in return for a second mortgage on the premises. Interest on the loan shall accrue at the prime lending rate of the National Bank, as it may be altered from time to time during the term of the loan, plus 0.5 of 1%. Accrued interest shall be payable monthly, while principal repayment shall be spread equally over the loan period and payable in monthly instalments. Repayment of the principal may be accelerated provided appropriate arrangements are made by the member directly with the National Bank.

*40.7.2.2 The maximum amount of the loan shall be governed by the following conditions.

- (a) The loan shall not exceed **\$30 000.**
- (b) The loan shall not exceed 30% of the purchase price of the premises.
- (c) The loan shall be sufficient, along with the cash payment and the first mortgage loan, to meet the purchase price for the premises.

(d) The total annual capital and Interest payments on the first and second mortgages, together with municipal and school levies, shall not exceed 30% of the member's regular annual salary, it being understood that this requirement can be modified, subject to approval by the National Bank, by taking into consideration:

(i) supplementary compensation that the member expects to be receiving from the employer, provided it is of a regular nature;

(ii) an appropriate fraction of the income earned by the member's spouse, where the spouse is employed on a regular basis;

(iii) a fraction of any rentals collected, provided appropriate allowance is made for expenditures involved in the operation of the dwellings concerned.

*40.7.2.3 The maximum term of the loan shall be for a number of years determined by the size of the loan in accordance with the table below, or for the period of time remaining until the member's normal retirement age as set out in the pension plan, whichever is shorter.

AMOUNT OF LOAN - MAXIMUM TERM

up to \$20 500 - 10 years
\$20 501 to \$22 500 - 11 years
\$22 501 to \$24 500 - 12 years
\$24 501 to \$26 500 - 13 years
\$26 501 to \$28 500 - 14 years
\$28 501 to \$30 000 - 15 years

*40.7.2.4 The premises may be rented during any period during which the member is on an authorized leave and is absent from the Ottawa-Gatineau area.

t *40.7.2.5 Subject to 19.3.2.10, all outstanding principal and accrued interest charges shall become payable immediately upon cessation of the member's employment at the University of Ottawa, upon transfer or disposition of the property, or if the premises are rented for a period other than a period when the member is on an authorized leave.

*40.7.3 Conditions

The conditions for a member receiving the benefit of the second mortgage policy are as follows.

(a) The member shall agree to execute and

register in favor of the University of Ottawa a second mortgage deed on the premises in the amount of the loan obtained pursuant to the provisions of this section.

- (b) The loan must be used exclusively for the purchase of the lands and dwellings comprising the member's principal residence in the Ottawa-Gatineau area. The property may comprise not more than 2 dwellings in addition to the member's dwelling.
- (c) The member must be able to give the vendor a cash payment of not less than 10% of the purchase price of the premises, and the member must arrange for a first mortgage loan such that the sum of the cash payment and first mortgage loan is not less than 70% of the purchase price of the premises.
- (d) The member shall execute in favor of the University of Ottawa an official assignment of part of the member's rights in the group life insurance policy offered by the employer. The assignment shall be such as to equal the outstanding portion of the loan, as that varies over time.
- (e) The member shall provide to employer with the insurance carrier the necessary information and other details.
- (f) The member must consent to a standard personal credit inquiry, which inquiry must show a sound financial position, to the satisfaction of the employer.
- (g) An application must be filed and approved in accordance with subsection 40.7.4.

40.7.4 Application

***40.7.4.1** A member who wishes to apply for the second mortgage loan shall complete the application form provided for that purpose by the Human Resources Service, ensure that her dean countersigns the form, and forward the form to the Human Resources Service no later than 3 weeks prior to the closing of the transaction by which the member is to purchase the premises.

***40.7.4.2** The Director of the Human Resources Service or her delegate shall be responsible for reviewing the application and shall promptly consult with the member regarding any conditions in 40.7.3 which she deems not to

have been met. If and when the director deems all of the conditions in 40.7.3 to have been met, she shall approve the application and forward the application form to the Office of the Legal Counsel.

*40.7.4.3 The Legal Counsel of the University of Ottawa shall verify the titles of property and other relevant documents. The member shall provide any documentation which may reasonably be required by the employer for the purpose of determining the value of the property. If the Legal Counsel's examination of the application and other documentation reveals that assets and legal deeds comply with the requirements set forth in this section, she shall approve the application subject to the official execution of the necessary documents.

40.7.5 Additional provisions

"40.7.5.1 The Legal Counsel shall arrange for the signing of the contracts and other official documents by authorized officers or agents of the employer and shall ensure that the amount of the loan is paid by the National Bank according to procedures in force at the time.

*40.7.5.2 Where the official documents are prepared by an outside barrister or notary, the Legal Counsel shall inform her of the instructions to be followed. If the property is located in the Province of Ontario and the Legal Counsel agrees to prepare the official documents with the consent of the member, the member shall be required to pay a nominal fee.

*40.7.5.3 In all cases where the second mortgage is to be obtained, the Legal Counsel shall arrange for the approval of a receipt prepared by her or by an outside barrister or notary for the bank.

*40.7.5.4 The employer reserves the right to make an exception to this section by approving the guarantee of a loan secured by way of a second mortgage in respect of a member whose application does not comply with all technical requirements of this section.

"40.7.5.5 The employer reserves the right to refuse the guarantee of a second mortgage to a member who has availed herself of the present policy in the five-year period preceding the application for the said second mortgage, or where the employer can establish that the member is availing herself of this policy for speculative purposes.

SECTION 40.8 PARKING AND TRANSPORTATION

40.8.1 Parking

*40.8.1.1 The Association shall be entitled to appoint 2 members of the University of Ottawa Parking Committee, whose membership is as follows:

- (a) 2 persons appointed by the employer;
- (b) 2 persons appointed by the Association;
- (c) 2 persons appointed by the SFUO;
- (d) 2 persons selected by the support staff;
- (e) the director of Protection Services.

*40.8.1.2 Rules for members' use of parking facilities and fees for members' parking permits shall be established by the employer, upon consultation with the Parking Committee and in accordance with the provisions of this section.

*40.8.1.3 In order to facilitate the members' fulfillment of their workload duties, the employer shall make its best effort to ensure the availability of adequate parking facilities at reasonable cost in accordance with the provisions of this section.

*40.8.1.4 Every member may receive, free of charge, upon filing an appropriate request, a parking permit which will entitle her to park in any University of Ottawa parking lot at any time on Saturdays, Sundays and holidays.

*40.8.1.5 Maximum monthly parking fees are as follows:

- (a) effective 1 May 2001 to 30 April 2002: \$62 for exterior and \$92 for interior.
- (b) effective 1 May 2002: \$69.44 (Roger Guindon \$63.20) for exterior and \$103.04 for interior.
- (c) effective 1 May 2003: \$76.38 (Roger Guindon \$68.62) for exterior and \$113.34 for interior.
- (d) effective 30 April 2004: \$80.20 (Roger Guindon \$81.45) for exterior and \$119.01 for interior.

40.8.2 Transportation

***40.8.2.1** The employer shall provide adequate transportation facilities, by shuttlebus service or otherwise, for members whose activities in joint Ottawa-Carleton Institutes require them to go to Carleton University during working hours.

***40.8.2.2** The employer shall make a reasonable effort to provide, in cooperation with OC Transpo, conveniently placed heated shelters for the use of bus passengers using stops within the immediate vicinity of the University of Ottawa campus.

SECTION 40.9 PROFESSIONAL EXPENSES REIMBURSEMENT

***40.9.1** The employer shall reimburse every member for allowable professional expenses incurred by the member in each calendar year on behalf of the employer in carrying out employment duties or in acquiring supplies or equipment related to the performance of such duties, as follows.

In 2001, \$700.
Effective from 2002, \$1,000.

***40.9.2** Allowable professional expenses include items such as membership fees for professional societies, travel expenses and registration fees for conferences related to the member's professional responsibilities, publication costs, and purchase of instructional and research material (e.g., books, equipment, supplies, software, journal subscriptions).

***40.9.3** Funds allocated for professional expenses reimbursement are not intended to replace existing faculty allocations for travel.

***40.9.4** For each calendar year each member shall file a written declaration with the employer, on forms prepared by the employer in consultation with the Association, stating she has incurred allowable expenditures up to the amount pursuant to 40.9.1 on behalf of the employer during the calendar year, and each member shall retain her receipts to satisfy Canada Customs and Revenue Agency in the event that the status of the payments is questioned. Failure to sign and return such a declaration by 30 November in each calendar year and/or failure to expend the full amount as set out in 40.9.1 will result in the reimbursement or portion thereof being deemed a taxable allowance for that calendar year.

***40.9.5** If the amount exceeds the reimbursement limit, the amount may be carried over to the following year to the extent of reimbursement available.

***40.9.6** Equipment purchased with funds from the PER remain the property of the University. If a member wishes she may purchase these items from the University pursuant to Policy 65.

SECTION 40.10 HEALTH CARE SPENDING ACCOUNT ON RETIREMENT

***40.10.1** Members retiring on or after 1 May 2001 shall have access to a Health Care Spending Account (HCSA) of \$945 per calendar year, funded by the employer, to be implemented no later than 1 July 2002 (with a carry over of expenses from 2001, as per Income Tax Act rules).

***40.10.2** **Credit carry over:** Unused HCSA credits at the end of the year will be added to the next year's HCSA balance. HCSA credits can be carried over for one year.

***40.10.3** **Grace period:** The member may submit a claim up to 12 months following the end of the plan year in which the expense occurred.

***40.10.4** Eligible expenses must meet Income Tax Act definitions: expenses normally associated with health and dental benefits plans, any co-payments required under a health or dental benefits plan and some additional expenses not traditionally paid under a health or dental benefits plan.

***40.10.5** **Eligible dependents:** Dependent eligibility as defined by the Income Tax Act.

***40.10.6** **Allocation:** Full HCSA allocation is available for members at the start of each calendar year, prorated in the year of retirement according to the retirement date.

***40.10.7** Unused amounts may only be carried over for

the grace period noted above, but cannot be reimbursed to members if not used.

***40.10.8** Annual benefits not transferable to the spouse upon the death of the member.

SECTION 40.11 ONTARIO DENTAL ASSOCIATION SCHEDULE

***40.11.1** The Ontario Dental Association schedule to be used for the reimbursement of dental costs to the member shall be:

(a) effective 1 January 2002, the 2001 schedule;

(b) effective 1 January 2004, the 2003 schedule.

COLLECTIVE AGREEMENT

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ARTICLE 41

COMPENSATION

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SECTION 41.1 GENERAL

***41.1.1** **Definitions** For the purposes of this agreement:

- (a) *compensation* refers to the salary and other forms of payments to which a member is entitled, in accordance with relevant provisions of this agreement, in counterpart for the duties *she* assumed;
- (b) nominal *salary* refers to the annual salary rate to which a member would be entitled in counterpart for fulfillment, on a full-time basis, of the duties attached to her position, it being understood that the nominal salary does not include any additional stipends or payments such as for overload teaching or administrative duties;
- (c) *regular salary* refers to the annual rate of compensation that the member receives on a regular basis, consisting of her nominal salary and administrative stipends, if any, appropriately reduced in

cases of sabbatical or other leaves, or proportionately reduced in cases where the member is on reduced workload (pursuant to article 30, or according to the terms of the appointment) or partial disability;

(d) *salary scale* refers to the minimum and the maximum nominal salary for each rank -- for faculty, librarian, language teacher, and counsellor members of the bargaining unit;

(e) the increase in CPI for a given year is computed as follows: the twelve-month percentage increase in the CPI for Canada is recorded for each month of the year and the *increase in CPI* is the mean of those 12 increases.

41.1.2 Payment

***41.1.2.1** The employer pays each members' compensation by means of *direct deposit* to an account at a deposit institution designated by the member.

***41.1.2.2** The following provisions apply where the employer makes an error in the payment of a member's compensation.

(a) If the error is an underpayment, it shall be corrected promptly and written notice of the error and correction shall be forwarded to the member.

(b) If the error is an overpayment, written notice of the error and impending correction shall be forwarded to the member. A correction shall not be implemented until 5 working days following the member's receipt of the said notice. The error shall be corrected at the time of the first regularly scheduled payroll following the aforementioned five-day period.

***41.1.3** In every calculation made pursuant to the provisions of this article, the result shall be rounded to the nearest dollar.

***41.1.4** A member's compensation shall not be changed except in accordance with the provisions of this agreement or by agreement between the parties.

41.1.5 Changes in nominal salary

***41.1.5.1** There are 3 types of general adjustments in

members' nominal salary:

- (a) by way of a scale adjustment, pursuant to section 41.2;
- (b) by way of a **progress-through-the-ranks (PTR) Increase**, pursuant to section 41.3;
- (c) by way of a correction for anomaly, pursuant to 41.4.

41.1.5.2 Except in the case referred to by the first paragraph of this section, adjustments to members' nominal salaries are made on 1 May for the twelve month period from that date to the 30 April next following. Notwithstanding the foregoing, adjustments for such a period are limited to a 1% increase. Adjustments shall be made in accordance with the provisions of section 41.2, but adjustments shall be made only to members who already held an appointment on the 30 April immediately preceding the period in question.

41.1.5.3 On 1 May of any year, adjustments to a member's nominal salary shall be as follows:

- (a) The member's former nominal salary shall first be adjusted by any **scale adjustment**, in accordance with section 41.2.
- (b) To the amount obtained in (a), there shall be added 1 PTR Increment, in accordance with 41.3, unless:
 - (i) such addition of PTR would place the member's salary above the maximum for her rank for the period beginning on that 1 May, in which case the member shall be given that fraction of a PTR increment which will place her nominal salary at that maximum; or
 - (ii) the amount obtained in (a) exceeds the maximum for the rank for the period beginning on that 1 May, in which case no PTR shall be added; or
 - (iii) withholding of all of the **progress** through the ranks has been imposed on the member pursuant to section 39.3, in which case no PTR Increase shall be added; or
 - (iv) **basic** progress has been given to the member pursuant to 23.2.3, in which case the amount to be added shall be

0.5 of 1 PTR increment, or the amount which would place the member's nominal salary at the maximum for her rank, whichever is less: or

(v) the provisions of 23.2.3.8 apply, in which case the amount to be added shall be 1.5 of 1 PTR Increment, or the amount which would place the member's nominal salary at the maximum for her rank, whichever is less; or

(vi) the member was first appointed at the University of Ottawa on or after that 1 May, in which case no progress through the ranks increase shall be added.

(c) If a member is granted a promotion effective on a given 1 May, and the amount obtained in (b) is lower than the minimum salary for the member's new rank, the amount obtained in (b) shall be increased by the amount necessary to bring the member's nominal salary to the new minimum salary for her new rank.

(d) If, pursuant to 41.4, an anomaly adjustment is allocated to the member, this allocation shall be added to the amount obtained in (b) or, when applicable, in (c).

*41.1.5.4 In addition to the foregoing, a librarian member's nominal salary may change, in accordance with the relevant provisions of article 31, when the member is appointed to a new position or when the position is reclassified.

*41.1.6 **Research fellows** For research fellow members, compensation shall be in accordance with the provisions of this article applicable to assistant professors, unless they hold another rank or the parties agree otherwise.

SECTION 41.2 SCALES AND SCALE ADJUSTMENTS

*41.2.1 For each rank and for each of the 4 categories of members identified in 41.2.2.2, the term *scale adjustment* refers to the amount or percentage by which:

(a) the nominal salary of each member of that rank and category is to be adjusted; and

(b) the minimum and maximum for that rank and that category of members to be adjusted.

41.2.2 Adjustment and scales for 2001-2002

***41.2.2.1 Individual salaries Effective on 1 May 2001**

All members' nominal salaries shall be increased by 2.0%.

After application of the above and any promotion PTR under 41.3.6, faculty members' nominal salaries shall be further increased according to the following formula:

for assistant professors: percentage increase (%)
 $\% = (-0.000006 \times \text{salary} + 0.31000) \times 100$
to a maximum of \$ 2 160

for associate professors: percentage increase (%)
 $\% = (-0.0000036364 \times \text{salary} + 0.27630) \times 100$
to a maximum of \$ 2 800

for full professors: percentage increase (%)
 $\% = (-0.0000030769 \times \text{salary} + 0.27692) \times 100$
to a maximum of \$ 3 080

(Negative percentage values correspond to a 0% increase.)

***41.2.2.2 Scales**

(a) Faculty members

Effective on 1 May 2001, the salary scales for faculty members shall be increased by 2.0%. As a consequence, the salary scales for faculty members, for the period from 1 May 2001 to 30 April 2002, shall be as follows.

minimum	maximum
40 402	51 884
47 045	70 707
56 473	96 766
67 803	113 771

(b) Librarian members

The floors for librarian I, II, III, IV, and V shall be **0.748, 0.779, 0.769, 0.791**, and **0.781** times the ceilings for the respective ranks.

The ceilings for librarian I, II, III, IV, and V shall be **0.711, 0.809, 0.967, 1.069** and **1.225** times the ceiling of assistant professor.

As a consequence, the salary scales for librarian members, for the period from 1 May 2001 to 30 April 2002, shall be as follows.

minimum	maximum
37 604	50 273
44 560	57 202
52 579	68 374
59 788	75 586
67 647	86 616

(c) Language teacher members

The floor for language teacher IV shall equal the floor for assistant professor plus 0.66 of the PTR. Increment for faculty members on 1 May of the year in question.

The ceiling for language teacher IV shall equal the ceiling for assistant professor.

The floor for a teacher I, II, and III shall be 0.904 of the floor for language teacher IV.

The ceiling for language teacher I, II, and III shall be 0.717, 0.825, and 0.911 of the ceiling for language teacher IV.

As a consequence, the salary scales for language teacher members, for the period from 1 May 2001 to 30 April 2002, shall be as follows.

minimum	maximum
33 024	50 697
39 240	58 333
43 902	64 414
48 564	70 707

(d) Counsellor members

The ceiling for counsellor IV shall be 1.214 times the ceiling of assistant professor.

The ceilings for counsellor I, II, and III shall be .543, .871 and .854 times the ceiling of counsellor IV.

The floors for counsellor I, II, III and IV shall be .832, .728, .679 and .671 times the ceilings for the respective ranks.

As a consequence, the salary scales for counsellor members, for the period from 1 May 2001 to 30 April 2002, shall be as follows.

minimum	maximum
38 780	46 610
41 931	57 597
49 775	73 306
57 597	85 838

41.2.3 Adjustment and scales for 2002-2003

***41.2.3.1 Individual salaries** Effective on 1 May 2002, all members' nominal salaries shall be increased by 2.6%.

After application of the above, faculty members' nominal salaries shall be further increased according to the following formula:

for assistant professors: percentage increase (%)
 $\% = (-0.000005 \times \text{salary} + 0.31000) \times 100$
to a maximum of \$ 2 160

for associate professors: percentage increase (%)
 $\% = (-0.0000038364 \times \text{salary} + 0.27836) \times 100$
to a maximum of \$ 2 600

for full professors: percentage increase (%)
 $\% = (-0.0000030789 \times \text{salary} + 0.27692) \times 100$
to a maximum of \$ 3 080

(Negative percentage values correspond to a 0% increase.)

***41.2.3.2 Scales**

(a) Faculty members

Effective on 1 May 2002, the salary scales

for faculty members shall be increased by **2.6%**. As a consequence, the salary scales for faculty members, for the period from **1 May 2002 to 30 April 2003**, shall be as follows.

minimum	maximum
41 453	53 233
48 268	72 545
57 941	98 256
69 566	116 729

The maximum for the rank of assistant will not apply to individuals with written offers of employment dated after **11 April 2002**.

(b) Librarian members

The floors for librarian I, II, III, IV, and V shall be **0.748, 0.779, 0.769, 0.791**, and **0.781** times the ceilings for the respective ranks.

The ceilings for librarian I, II, III, IV, and V shall be **0.711, 0.809, 0.967, 1.069** and **1.225** times the ceiling of assistant professor.

As a consequence, the salary scales for librarian members, for the period from **1 May 2002 to 30 April 2003**, shall be as follows.

minimum	maximum
38 582	51 580
45 719	58 689
53 946	70 151
61 343	77 551
69 406	88 868

(c) Language teacher members

The floor for language teacher IV shall equal the floor for assistant professor plus **0.66** of the PTR Increment for faculty members on **1 May** of the year in question.

The ceiling for language teacher IV shall equal the ceiling for assistant professor.

The floor for language teacher I, II, and III shall be **0.68, 0.808, and 0.904** of the floor for language teacher IV.

The ceiling for language teacher I, II, and III shall be 0.717, 0.825, and 0.911 of the ceiling for language teacher IV.

As a consequence, the salary scales for language teacher members, for the period from 1 May 2002 to 30 April 2003, shall be as follows.

minimum	maximum
33 882	52 015
40 260	59 850
45 044	66 089
49 827	72 545

(d) **Counsellor members**

The ceiling for counsellor IV shall be 1.214 times the ceiling of assistant professor.

The ceilings for counsellor I, II, and III shall be .543, .671 and .854 times the ceiling of counsellor IV.

The floors for counsellor I, II, III and IV shall be .832, .728, .679 and .671 times the ceilings for the respective ranks.

As a consequence, the salary scales for counsellor members, for the period from 1 May 2002 to 30 April 2003, shall be as follows.

minimum	maximum
39 788	47 822
43 021	59 095
51 069	75 212
59 095	88 070

***41.2.4 Adjustments and scales for 2003-2004**

Effective on 1 May 2003 all members' nominal salaries and salary scales shall be increased by CPI.

***41.2.4.1 Individual salaries** Effective on 1 May 2003, all members' nominal salaries shall be increased by 2.2%.

***41.2.4.2 Scales**

(a) **Faculty members**

Effective on 1 May 2003, the salary scales for faculty members shall be increased by 2.2%. As a consequence, the salary

scales for faculty members, for the period from 1 May 2003 to 30 April 2004, shall be as follows.

minimum	maximum
42 365	54 404
49 330	74 141
59 216	100 418
71 097	119 297

The maximum for the rank of assistant will not apply to individuals with written offers of employment dated after 11 April 2002.

(b) **Librarian members**

The floors for librarian I, II, III, IV, and V shall be 0.748, 0.779, 0.769, 0.791, and 0.781 times the ceilings for the respective ranks.

The ceilings for librarian I, II, III, IV, and V shall be 0.711, 0.809, 0.967, 1.069 and 1.225 times the ceiling of assistant professor.

Annexure the salary scales for Librarian members, for the period from 1 May 2003 to 30 April 2004, shall be as follows.

minimum	maximum
39 430	52 715
46 725	59 980
55 133	71 695
62 692	79 257
70 933	90 823

(c) **Language teacher members**

The floor for language teacher IV shall equal the floor for assistant professor plus 0.66 of the PTR Increment for faculty members on 1 May of the year in question.

The ceiling for language teacher IV shall equal the ceiling for assistant professor.

The floor for language teacher I, II, and III shall be 0.68, 0.808, and 0.904 of the floor for language teacher IV.

The ceiling for language teacher I, II, and III shall be 0.717, 0.825, and

elle **0.911 of the ceiling** for language teacher IV.

ation As a consequence, the salary scales for language teacher **members**, for the period from **1 May 2003 to 30 April 2004**, shall be as follows.

minimum	maximum
34 628	53 159
41 146	61 167
46 034	67 543
50 923	74 141

(d) Counsellor members

The ceiling for counsellor IV shall be **1.214 times** the ceiling of assistant professor.

The ceilings for counsellor I, II, and III shall be **.543, .671 and .854 times** the ceiling of counsellor IV.

The floors for counsellor I, II, III and IV shall be **.832, .728, .679 and .671 times** the ceilings for the respective ranks.

As a consequence, the salary scales for counsellor members, for the period from **1 May 2003 to 30 April 2004**, shall be as follows.

minimum	maximum
40 663	48 874
43 968	60 395
52 192	76 867
60 395	90 008

SECTION 41.3 PROGRESS-THROUGH-THE-RANKS

41.3.1 General

***41.3.1.1** Progress-through-the-ranks (PTR) increases are intended to recognize satisfactory performance of workload duties.

41.3.2 Faculty members

***41.3.2.1** The *PTR Increment* used for calculating PTR increases for faculty members equals the maximum salary for the rank of full professor (C) minus the minimum salary for the rank of assistant professor (F), divided by 29; $(C-F)/29$. The values of C and F used are those for the scale applicable to the period beginning on the 1 May on which the PTR increases are effective.

té "41.3.2.2 The member's nominal salary shall be
aur Increased in accordance with 41.1.5.3, using
g the PTR Increment computed according to
et 41.3.2.1. In the case of a member holding the
té rank of assistant professor on 1 May of a given
year, and who has held an appointment at the
University of Ottawa on a full-time basis for 8
years or more, the PTR Increment shall be 70%
n of the amount so computed, it being
e understood that this reduction shall not apply to
individuals with written offers of employment
dated after 11 April 2002, or those opting for
the new tenure system pursuant to Appendix
F.3.

"41.3.3 Librarian members

r du For librarian members, the PTR Increment shall
be 0.70 of the PTR Increment for faculty
members.

*41.3.4 Language teachers

, II, For language teachers I, II, and III, the PTR
is Increment shall be 0.66 of the PTR Increment
s de for faculty members; for language teachers IV,
it shall be 0.85 of the PTR increment for faculty
members.

*41.3.5 Counsellors

For counsellor members, the PTR Increment
shall be 0.66 of the PTR Increment for faculty
members.

41.3.6 Extra PTR upon promotion

3 de *41.3.6.1 Effective from 1 May 2001, there shall be an
on award equal to one PTR added to the
19 member's base salary upon promotion from
assistant professor to associate professor and
upon promotion from associate professor to full
professor.

nq *41.3.6.2 For those members promoted in the previous
le five years, either to associate professor or full
re professor, there shall be an award added to the
member's base salary according to the
following scheme:

Montant de la prime

0,9 PDR
0,7 PDR
0,5 PDR
0,3 PDR
0,1 PDR

Amount of Award

0.9 PTR
0.7 PTR
0.5 PTR
0.3 PTR

0.1 PTR

The above shall apply, *mutatis mutandis*, in the case of

- librarians promoted from level III to IV and IV to V
- language teachers promoted from language teacher III to language teacher IV
- counsellors promoted from counsellor III to counsellor IV.

SECTION 41.4 ANOMALIES

***41.4.1** The anomalies correction process and committee existing under the 1993-96 collective agreement shall remain in force for the purpose of reviewing the application of the minimum salary policy under appendix F.2 and, where mandated by this collective agreement or otherwise by the parties, for the purposes of:

- (a) correcting anomalies in individual salaries, taking into consideration salaries paid to individuals of comparable qualifications, experience and accomplishments, at this and other Canadian universities; and
- (b) providing for market differentials as determined pursuant to 41.4.3, or group anomalies, where appropriate;

It being understood that (a) and (b) apply only where a fund has been created for the purposes stated therein.

***41.4.2** The committee shall consist of 2 persons representing the Association, 2 persons representing the employer, and the employer's liaison officer who shall act as chairman with no right to vote. Allocations shall be by majority vote.

***41.4.3** Subject to 41.4.1, the Anomalies Committee may establish designated groups for market differentials subject to approval by the parties. The Anomalies Committee may also establish designated groups for market differentials as a result of any salary survey. It is understood that the sum of a member's minimum salary and appropriate group differential shall not be less than the rank.

***41.4.4** In determining whether an anomaly correction

t Is called for, the Anomalies Committee shall recognize that, in addition to NMS and a group premium, if any, a member's salary may contain an increment attributable to individual qualifications and an amount attributable to inter-faculty differences.

*41.4.5 Following the decisions of the Anomalies Committee, the University's liaison officer shall:

- (a) inform each applicant of the committee's decision and of reasons therefor;
- (b) take necessary steps in order to adjust the salaries of the members concerned, effective on 1 May of the current year.

*41.4.6 In reporting to the Association, its representatives and officers shall apply appropriate confidentiality safeguards to any information which has the effect of revealing individual salaries.

*41.4.7 The decisions rendered by the Anomalies Committee are not grievable.

*41.4.8 Only members holding a regular appointment at the University of Ottawa at the time of the decision of the Anomalies Committee are eligible for anomaly adjustments.

SECTION 41.5 IMPLEMENTATION OF SALARY CHANGES

*41.5.1 At the time of the first payroll incorporating a change, every member shall receive a detailed statement of the calculation of the new nominal salary.

SECTION 41.6 SPECIAL COMPENSATION

*41.6.1 **Overload teaching**

Where a member teaches a regular course in addition to her assigned workload duties, she shall be remunerated therefore on the basis of *University of Ottawa Policy 5, Appendix III*, as it was on the date of ratification of this agreement, except that, on 1 May of each year of the agreement, the hourly rate will be adjusted to reflect the hourly rate paid to the appropriate group of part-time teachers minus the amount to cover the 4% vacation pay included in that hourly rate.

41.6.2 Supplementary remuneration

*41.6.2.1 A faculty member may receive **supplementary remuneration** for **certain duties** included in her workload duties pursuant to **22.1.2.2**. Each year, no later than 15 October, the employer shall forward to the Association a statement of supplementary remuneration paid to faculty members in the one-year period ending on 30 June of that year. The statement shall show the name of each member receiving supplementary remuneration, the amount thereof, and the basis therefor. The employer shall at the same time forward to the Association detailed information regarding reductions in certain workload duties granted in the preceding academic year to members assuming administrative functions such as chairman, vice-dean, associate dean, assistant dean, or faculty secretary.

*41.6.2.2 Any supplementary remuneration shall be for, and shall correspond reasonably to, the excess workload or responsibilities assumed by the member.

*41.6.2.3 The provisions of this subsection apply, *mutatis mutandis*, to librarian, counsellor and language teacher members.

***41.6.3 Occasional individual adjustments**

The employer may award occasional salary adjustments not provided for in the collective agreement, subject to the following.

- (a) The adjustment will be used to increase the member's nominal salary. It will be applied in accordance with 41.1.5, after the application of the adjustments described in 41.1.5.1 (e), (b), and (o).

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*APPENDIX A

UNIVERSITY OF OTTAWA PENSION PLAN

The parties agree that the University of Ottawa Pension Plan is incorporated by reference into the collective agreement. The text of the University of Ottawa Pension Plan is available from the office of the Secretary of the University. Revisions will be forwarded to the APUO after completion of the approval process,

The parties furthermore agree that:

- (a) The provisions of 6.1(b) of the Pension Plan, which are said to apply to teaching staff, apply to faculty members and language teacher members.

- (b) The provisions of 6.1(a) of the Pension Plan, which are said to apply to support staff, apply to librarian members and counsellor members.

- (c) The day on which the member attains age 65 is the member's birth date in the relevant year.

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*APPENDIX B

OTHER EMPLOYEE BENEFIT PLANS

Long-term Disability Plan
Manulife Financial Co.
Policy 39363 (Insured portion)
Policy 39363 (self-Insured portion)

Group Life Insurance Plan
Manulife Financial Co.
Policy 39360

Supplementary Health Insurance Plan
Manulife Financial Co.
Policy 39361

Optional Life Insurance Plan
Manulife Financial Co.
Policy 39360

Voluntary Accident Insurance
American Home Assurance Co.
PAI 9019674

Dental Insurance Plan
Manulife Financial Co.
Policy 39362

The complete text of these benefit plans is available at the office of the Association and at Human Resources Service.

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APPENDIX C

INTEREST ARBITRATION OF COMPENSATION AND BENEFITS

- *C.1 In the event that after negotiating in good faith the parties are unable to agree upon all matters dealing with compensation and benefits, namely the matters dealt with in articles 40 and 41 of this agreement together with any new proposals thereon, other than those dealt with in section 40.8, for the year 1 May 2001 to 30 April 2002, and provided that all other matters have been either agreed to be set aside or resolved and mutually agreeable provisions for inclusion in a collective agreement have been executed by both parties, either party may serve upon the other party a written notice that it desires to submit such matters remaining in dispute to binding consensual arbitration and such notice shall contain the following particulars:
- (a) a statement of the serving party's views as to which matters concerning compensation and benefits properly are to be resolved by the board of arbitration and the serving party's final offer on those matters; and
 - (b) the name of the serving party's nominee to the board of arbitration.

For the purpose of such arbitration, this clause C.1 shall, to the extent necessary, constitute the "submission" required by the Arbitration Act and the provisions of the said Act shall be applicable.

***C.2**

Within 10 working days of receipt of the said notice of arbitration, the other party shall forward a reply to the serving party. The reply shall contain the following particulars:

- (a) a statement of any disagreement as to the statement of the matters in issue contained in the notice of arbitration; and
- (b) the replying party's views as to which matters concerning compensation and benefits properly are to be resolved by the board of arbitration and that party's final offer concerning those matters; and
- (c) the name of the replying party's nominee to the board of arbitration.

***C.3**

Where the parties disagree on which matters are to be referred to a board of arbitration, each party shall, within 10 working days of the receipt by the serving party of the reply to the notice of arbitration, forward to the other party its final offer concerning the additional matters if any raised by the other party. It being understood that such final offer shall be made without prejudice to that party's contention that such a matter is in issue.

***C.4**

Within 10 working days of the receipt by the serving party of the reply to the notice of arbitration, the nominees of both parties shall select, by mutual consent, a chair for the board of arbitration from the list of persons contained in clause C.12. In the event that the parties' nominees are unable to agree upon a person named in clause C.12 to act as chair, they may agree to appoint a person not named in that clause and such person shall be the chair of the board of arbitration provided the appointment is approved by the parties. In the event that the parties' nominees are unable to agree upon a person to act as chair of the board of arbitration within 10 working days of the date of the reply to the notice of referral to arbitration, the chair shall be chosen by lot from among the persons named in clause C.12 or, where no person so chosen is available to serve as chair, the parties shall apply to the

Minister of Labour for the Province of Ontario for the
appointment of a chair.

- *C.5 No member of a board of arbitration selected pursuant to this appendix shall be a person employed at a University of Ottawa or a member of the Board of Governors or Senate of the University of Ottawa.
- *C.6 Unless the parties agree otherwise, a hearing concerning the matters submitted to the board of arbitration shall be held within 20 working days of the selection of the chair of the board.
- *C.7 The board of arbitration shall in its decision choose one party's entire submitted final offer of settlement on all matters of compensation and benefits which remain in issue and shall not have the jurisdiction to decide upon any other matter or in any other way alter, modify, amend or change the final offers of settlement submitted by the parties. Notwithstanding the above, where the parties fail to agree upon which matters of compensation and benefits remain in issue at the time of referral to arbitration, the board of arbitration shall have the power to determine which matters of compensation and benefits remain in issue and are to be resolved by the board.
- *C.8 The decision of 2 members of the board of arbitration shall be final and binding upon the parties and in the event the 2 arbitrators cannot agree then the decision of the chair shall be final and binding on both parties. The written decision of the board of arbitration shall be forwarded to the parties' liaison officers within 20 working days following the conclusion of the hearing, unless the parties agree to an extension of this time period.
- *C.9 A final offer submitted pursuant to C.1, C.2, or C.3 need not reflect the final position presented at the bargaining table, but shall not include any matters not previously raised during negotiations.
- *C.10 Each party shall bear the cost of its nominee to the board of arbitration and any witnesses produced by such party. The expenses of the chair shall be shared equally by both parties.
- *C.11 This appendix shall not, in and of itself, be deemed or considered to be a collective

agreement between the parties for the purposes of the
Ontario Labour Relations Act, as amended.

***C.12** The parties will draw up a list of persons who may be selected as chair of a board of arbitration pursuant to C.4. The list may be amended by agreement of the parties from time to time as required.

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*APPENDIX D

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APPENDIX E

FORMAL GRIEVANCE COMMITTEE

- *E.1** The Formal Grievance Committee (FGC) shall be a three-person committee composed of an employer nominee, an Association nominee, and a chair, all selected in accordance with this appendix.
- E.2 FGC Nominee Panel**
- *E.2.1** The parties to this agreement shall each appoint 4 persons to a panel of nominees to the FGC, hereinafter referred to as the **FGC Nominee Panel**.
- *E.2.2** The employer's appointments to the FGC Nominee Panel shall be from among employees of the University of Ottawa. The Association's appointments to the FGC Nominee Panel shall be from among members of the Association.
- E.3 FGC Chair Panel**
- *E.3.1** There shall be a panel of 5 members, hereinafter referred to as the **FGC Chair Panel**, from which the parties to this agreement shall select a chair for any sitting of the FGC. The parties will draw up a list of FGC panel chairs, which may be amended by agreement of the

parties from time to time as required,

***E.3.2** It is understood that the panel shall be composed of full professors at the University of Ottawa selected by mutual consent of the parties to this agreement, or pursuant to E.3.5, or such other persons, not employed at the University of Ottawa, as agreed to by the parties.

***E.3.3** A person shall be removed from the FGC Chair Panel when:

- (a) the person resigns from the FGC Chair Panel; or
- (b) the person will be on leave for an uninterrupted period of at least 4 calendar months; or
- (c) either party to this agreement submits written request to the other party during the month of January in any year prior to the expiry of this agreement, requesting that the person be removed from the FGC Chair Panel.

***E.3.4** Vacancies on the FGC Chair Panel shall be filled by persons agreed upon by the parties to this agreement. The parties shall take all reasonable steps to ensure that vacancies are filled promptly.

***E.3.5** In the event that the parties to this agreement are unable to agree on a replacement to fill a vacancy on the FGC Chair Panel, each party shall submit to the other a list of 5 full professors at the University of Ottawa and within 5 working days of the exchange of lists the parties shall meet and shall, by turn, starting with the party not initiating the vacancy or in other cases as decided by lot, delete a name from the combined lists until 1 name remains.

***E.4** **Selection of FGC** For each sitting of the FGC, each party to this agreement will select one of its nominees from the FGC Nominee Panel to sit on the FGC. For any sitting of the FGC, the selection of the chair shall be by mutual consent of the parties to this agreement or, where there is no such mutual consent, by the drawing of lots, but in all cases the selection of the FGC chair shall be from the FGC Chair Panel. The chair selected for any sitting of the FGC shall not be from the same faculty as the grievor.

E.5 FGC Procedures

***E.5.1** The FGC shall adopt its own procedures subject to the provisions of this agreement, it being understood that such procedures shall be as informal as possible.

***E.5.2** Upon application by either party to the grievance, the FGC may, subject to this agreement, direct the employer to produce any employees and it may direct the Association to produce any members of the bargaining unit, and the employer or the Association shall comply with such direction unless it can be clearly established that such production is not possible. The Association and the employer agree not to do anything which may interfere with the production of such persons as may be required by the FGC.

***E.5.3** Subject to this agreement, the parties to the grievance shall be required, upon direction of the FGC, to produce documents or other evidence relevant to the proceedings, unless privileged in law.

***E.5.4** FGC hearings shall be open to anyone wishing to attend, subject to the following.

(a) All or part of any FGC hearing may be held in camera where the parties to the grievance so agree.

(b) The FGC may order that all or any part of an FGC hearing be held in camera.

(c) The FGC may, where a party to the grievance so requests, make an order of the exclusion from the hearing of witnesses prior to their giving evidence.

***E.5.5** In the case of a group grievance, one member of the group of grievors shall be authorized by the other grievors to be the group spokesman at the FGC hearings.

***E.5.6** In the case of a private grievance, the grieving party shall, at least 48 hours prior to the FGC hearing, deliver to the other party a brief written statement setting out the nature of the grievance and the remedy sought, should there be any change from the notice of grievance filed pursuant to 13.4.1, and at least 24 hours prior to the hearing, deliver to the members of the FGC the above statement or the notice of grievance, as the case may be, along with any documents or evidence agreed to by the parties.

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*APPENDIX F

LETTERS OF UNDERSTANDING

[F.1 regarding the pension plan](#)

[F.2 regarding minimum salary policy](#)

[F.3 regarding tenure applications](#)

F.1 - REGARDING THE PENSION PLAN

1. The parties agree that, for the duration of this agreement, the employer will not reduce its regular contribution to the pension fund of the University of Ottawa Pension Plan below 8.5% of the salary mass of participants in each of the years of this agreement unless the following conditions are met:
 - (a) the employer undertakes to authorize the allocation of requisite resources from the pension fund's excess funding to ensure full indexing, equal to the increase in CPI as at 31 December, of all pensions on 1 January in each of the years of the agreement, it being understood that this includes deferred pensions as well as pensions payable to retired members, and
 - (b) the employer's regular contribution during said period is not less than the total required contribution by plan members during the period.

F.2 - REGARDING MINIMUM SALARY POLICY

- t 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.

Section 1: General

- 1.1 Salary *Shift Units* (hereinafter referred to as SSUs) are determined by Years of *University-Level Experience* (hereinafter referred to as YULEs) in accordance with 1.2 and 1.3 and section 2.
- 1.2 Every member's SSU total is rounded downward to the nearest integer.
- 1.3 YULEs acquired in relation to employment where the compensation rate scheme did not have a PTR component (e.g., sessional lecturer) shall not contribute to a member's SSU total.
- 1.4 For the purposes of determining a member's Normal *Minimum Salary* (NMS) as of 1 May, YULE shall be as of 30 June of the same calendar year. This shall be interpreted with the required changes in the case of any determination of NMS after 1990.
- 1.5 Where special circumstances indicate that the general provisions of this letter of understanding may not be applicable in a particular instance, the Anomalies Committee may recommend to the parties that they agree to an exception to this letter of understanding, stating their reasons for, and the particulars of, the recommended exception.

Section 2: Salary structure

- 2.1 Nominal salary is made up of Normal Minimum Salary (NMS) and may include any or all of the

following three components:

- i) faculty differential,
- ii) group differential, and
- iii) Individual differential.

Faculty and group differentials shall also be determined by the Anomalies Committee. Such differentials shall be reviewed annually and can be altered from time to time by the agreement of the two parties on recommendation of the Anomalies Committee.

2.2 The formula for NMS Is:

(a) Each YULE earned prior to appointment at the University of Ottawa is equal to one SSU provided it was earned after the doctorate or equivalent degree was awarded. Each YULE earned at the University of Ottawa is equal to one SSU to the maximum allowable by rank.

(b) Lecturers can accumulate no more than 5 SSUs.

(c) Assistant Professors can accumulate no more than 10 SSUs less any SSUs accumulated at a lower rank.

(d) Associate Professors can accumulate no more than 21 SSUs less any SSUs accumulated at a lower rank.

(e) NMS cannot be more than the ceiling of Full Professor.

(f) An SSU accumulated prior to 1 July 1980 (SSUOld) is valued at .7* (PTR). An SSU accumulated after 1 July 1980 (SSUNew) is valued at one PTR except that, unless otherwise agreed by the parties or determined by an arbitration award, an SSU calculated for 1 May 1993 is valued at 0.0 PTR and SSUs calculated for 1 May 1994 end 1 May 1995 are each valued at 0.5 PTR.

(g) $NMS = Assistant\ Floor + (SSUOld * (.7 * PTR)) + (SSUNew * PTR)$.

2.3 The Anomalies Committee shall determine each member's NMS as at 1 May 1993. After that date, NMS will increase by one PTR. The NMS for all

new appointments shall be calculated according to (a) through (g).

F.3 - REGARDING TENURE APPLICATIONS

- 3.1** The application for tenure of a non-tenured faculty member at the rank of lecturer or assistant professor, who was on staff as of, or whose written offer of employment is dated before, 11 April 2002, shall be dealt with under Article 18 of the 1998-2001 collective agreement, unless otherwise requested by the member as set out herein.
- 3.2** Prior to or with the application for tenure, a member referred to in paragraph 1 above may request that her application be dealt with according to the promotion-tenure provisions of the 2001-2004 collective agreement. The dean shall not solicit such a request from a member who has not made any such enquiry.
- 3.3** Such a request shall be made in writing as set out in paragraph 6 below.
- 3.4** The completed request shall be submitted to the dean and shall be placed in the member's personal file. The employer shall forward a copy to the Association. Unless otherwise agreed to by the Association and employer, the written request pursuant to F.3.3 is considered irrevocable following 10 working days after receipt by the Association.
- 3.5** The completed request shall be part of the documents reviewed by the chair, DTPC, dean, FTTC, and Joint Committee when the member's application for tenure is dealt with.
- 3.6** The form of the request shall set out the following:

Pursuant to the Letter of Understanding contained in section F.3 of the 2001-2004 collective agreement, I, _____, request that my application for tenure be dealt with under the promotion-tenure provisions of the 2001-2004 collective agreement. I understand that this request is irrevocable as set out in F.3 unless otherwise agreed to by the Association and employer.

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*APPENDIX G

ARTICLES FROM THE 1998-2001 COLLECTIVE AGREEMENT APPLICABLE TO CRITERIA FOR TENURE AND PROMOTION APPLICATIONS

18.1.3

- *18.1.3.1 The Joint Committee shall make a decision regarding a member's **application** for tenure no later than 15 December of the academic year at the end of which the member will have completed 6 years on a regular appointment at the University of Ottawa.
- *18.1.3.2 A member may apply for tenure **during** the **fifth** or sixth year of **continuous** employment at the University of Ottawa. However, where the employer has recognized, pursuant to 23.4.1, one or more years of university-level **experience** for the member, the member may **apply** for tenure **sooner** than the **fifth** year at the **University** of Ottawa and the Joint Committee **shall** make a **decision** regarding the member's tenure no later than 15 December of the academic year in which the member applies for tenure, provided that:
- (a) at the end of that academic year, the member will have 5 or more years of **recognized** university-level experience; and
 - (b) the last 2 years of such experience are **In fact** years of **appointment** at the **University**

of Ottawa, as a regular faculty member, visiting professor, or research fellow.

18.1.3.3

Decisions regarding tenure are made by the Joint Committee, according to the criteria and procedures set forth in this article. The Joint Committee shall decide:

- (a) to grant tenure as of the beginning of the forthcoming academic year; or
- (b) to refuse tenure, in which case the member's employment will terminate at the end of the current contract; or
- (c) to defer the decision regarding the granting of tenure, in which case the provisions in 18.1.3.4 shall apply.

18.1.3.4

Where a decision is deferred by virtue of 18.1.3.3(c), the following provisions shall apply.

- (a) Where the member applied for tenure during the first year of the second or third regular two-year appointment at the University of Ottawa, the member may reapply in the second year of that appointment.
- (b) Where the member applied for tenure during the second year of the initial or second regular two-year appointment at the University of Ottawa, the member shall be offered a further two-year appointment, and the member may reapply for tenure once, during the first or second year of that appointment.
- (c) Where the member applied for tenure during the second year of the third regular two-year appointment at the University of Ottawa, the member shall be offered a further one-year appointment, and the member may reapply for tenure during that appointment.
- (d) Where a member reapplies for tenure pursuant to (a), (b), or (c) above, the Joint Committee may grant or refuse tenure. The decision regarding the granting of tenure may not be deferred more than once unless the parties agree otherwise.
- (e) A member wishing to be reconsidered for tenure must submit a new application.

SECTION 18.2 CONDITIONS FOR TENURE

***18.2.1** Tenure shall be granted to a faculty member who meets the following conditions,

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- (a) At the time of application for tenure, the member must be a regular member of the academic staff, or a research fellow who has been offered a regular appointment which would be in effect on the date when tenure would be granted.
- (b) The member must, on the date on which tenure is to be granted, hold a doctorate or have the equivalent of a doctorate recognized pursuant to 23.4.2.
- (c) The member must have acquired, by the date on which tenure is to be granted, at least 5 years of university-level experience, or the equivalent determined pursuant to 23.4.1, of which the last 2 must be years at the University of Ottawa, as a regular faculty member, visiting professor, or research fellow.
- (d) The member must have maintained her qualifications in the areas of her discipline for which she was initially appointed, and in which the teaching program of her department continues to require her participation.
- (e) The member's teaching, when evaluated in accordance with article 24, must meet expectations.
- (f) There must be visible evidence of the member's scholarly activities, the results of which are available in one or more of the forms described in 23.3.1, and evidence of dissemination of some of the results to the academic, professional, or artistic community, and these results must be:
 - (i) satisfactory, when evaluated pursuant to sections 23.2 and 23.3;
 - (ii) subject to 18.2.2, additional to those involved in the preparation and writing of her doctoral dissertation, or to the works on the basis of which she was granted the equivalent of a doctorate.

it is understood that since methods of dissemination may vary among disciplines and individuals, this clause shall not be read to limit the meaning of dissemination to publication in refereed journals or any other particular form or method.

(g) This is the academic principle and the right of the faculty to in such

activities, assessed in accordance with 23.2.4.3 (a), must be satisfactory.

3 (h) The member must have met the requirements regarding the level of proficiency in French and English which were stated in the letter of initial regular appointment. The member's proficiency in French and English shall be assessed in accordance with the provisions of article 11.

3 18.2.2 Notwithstanding 18.2.1(f)(ii) above, activities carried out in relation to the dissertation, or work used to establish the equivalent of a doctorate, shall be taken into consideration at the same time as the additional activity, provided that the former were undertaken during a substantial part of the period during which the member held a regular appointment at the University of Ottawa, and were undertaken with the consent of the member's dean.

n 18.2.3 For the evaluation of a member's performance with respect to the criteria set out in this section, teaching of outstanding quality, when accompanied by satisfactory performance in the area of academic service, may compensate for a weaker performance in the area of scholarly activities.

SECTION 18.3 PROCEDURES

18.3.1 A member of the academic staff who wishes to be granted tenure must submit an application to that effect to her dean no later than 1 September. The application must include the following documentation:

- (e) the member's up-to-date curriculum vitae;
- (b) a copy of the results of the member's scholarly activities, in one or more of the forms described in 23.3.1, that the member wishes to have considered when the application for tenure is examined;
- (c) any relevant information regarding the member's participation in academic service;
- (d) any other information that the member deems relevant.

The President, the chair, and her/his dean, will make recommendations in accordance with 5.2. It is understood that the evaluation of teaching, pursuant to article 24, shall be completed prior to the request for

these recommendations.

"18.3.2 For the purposes of peer review of scholarly activities, there shall be no recourse to outside evaluators except where the dean or the FTFC finds that such recourse is essential for a proper assessment of the applicant's scholarly activities. The choice of outside evaluators, if any, shall be made in accordance with 23.3.2.

18.3.3 Where the FTFC recommends that the decision on the granting of tenure be deferred, it shall specify the conditions the member should satisfy in order to meet the requirements for tenure when the FTFC reconsiders the file in relation to a final decision.

***18.3.4** In the case of a deferred decision, the Joint Committee shall state its reason(s) therefor and shall specify the conditions the member should satisfy in order to meet the requirements of subsection 18.2.1 when the Joint Committee reassesses her file one last time for the purpose of granting or refusing tenure.

***18.3.5** The dean shall, in writing and no later than 15 December, advise the member of the Joint Committee's decision.

Where the member applies for tenure during the sixth year under 18.1.3.2, and the employer is not able to meet the 15 December deadline, the parties may agree to extend such deadline, it being understood, however, that in such case:

- (a)** If the decision of the Joint Committee is to deny a member tenure, and that decision is not communicated to the member on or before 31 January following the date the tenure application was made, and the delay is not attributable to the member's actions, then the member's contract shall be extended by a period of 6 months beyond its termination date.
- (b)** If the decision of the Joint Committee is to deny tenure, and the delay is attributable to the running of the disagreement process provided by the collective agreement, and if the date the decision is communicated to the member minus the number of days taken up by the disagreement process still is beyond 31 January following the date the tenure application was made, then the member's contract shall be extended by a period of 6 months beyond its termination date.

25.2.2 Associate professor

25.2.2.1 The parties recognize the rank of associate

a professor as a senior rank, confirming that its holder has displayed all the qualities required in a university context in regard to teaching and scholarly activities.

25.2.2.2 Promotion to the rank of associate professor shall be granted when a member meets the following conditions.

(a) The member holds a doctorate -- or the equivalent thereof, recognized pursuant to the provisions of subsection 23.4.2.

(b) The member has evidenced teaching which, when evaluated in accordance with the provisions of article 24, is deemed to meet expectations.

(c) The member has produced scientific, literary, artistic, or professional works -- or a combination thereof -- which are, in accordance with the criteria set forth in 23.3.3.2, deemed of good quality. This assessment shall be made following an overall evaluation of the member's scholarly works, carried out in accordance with the provisions of section 23.3, during which the opinion of 3 outside evaluators will have been obtained, in accordance with 23.3.2.

(d) The member has undertaken academic service activities which are, in accordance with 23.2.4.3(a), deemed of satisfactory quality.

(e) The member will have accumulated, at the end of the calendar year in which her promotion takes effect, at least 5 years of university-level experience, or the equivalent thereof, it being understood that the relevance of experience prior to appointment at the University of Ottawa shall be evaluated in accordance with the provisions of subsection 23.4.1 of this agreement.

25.2.2.3 In the evaluation of a member's performance in terms of the criteria set forth in 25.2.2.2(b) and (c) above, teaching of outstanding quality can compensate for performance in scientific, literary, artistic, or professional works which is deemed merely satisfactory.

25.2.3 Full professor

25.2.3.1 The parties agree that promotion to the rank of full professor is a recognition of the high quality of the member's contributions to teaching and scholarly activities in the university setting.

25.2.3.2 Promotion to the rank of full professor shall be

granted when a member meets the following conditions.

- (a) The member holds a doctorate or the equivalent thereof, recognized pursuant to the provisions of subsection 23.4.2.
- (b) The member has evidenced teaching which, when evaluated in accordance with the provisions of article 24, is deemed to meet expectations.
- (c) The member has produced scientific, literary, artistic, or professional works – or a combination thereof – which:
 - (i) are, in accordance with the criteria set forth in 23.3.3.2, deemed of good quality;
 - (ii) have contributed, since the member's appointment or promotion to the rank of associate professor, continuously and significantly to the expansion of knowledge in the member's area of specialization, to literary or artistic creation, or to the advancement of a profession;
 - (iii) have had a significant and valuable impact on the field as recognized both at the University of Ottawa and elsewhere, it being understood that this recognition must be confirmed by at least 3 of the 4 outside evaluators chosen by the FTFC to assess the member's works.

This assessment shall be made following an overall evaluation of the member's scholarly works, carried out in accordance with the provisions of section 23.3, during which the opinion of 4 outside evaluators concerning (i), (ii), and (iii) above will have been obtained in accordance with 23.3.2.

- (d) The member has undertaken academic service activities which are, in accordance with 23.2.4.3(a), deemed of satisfactory quality.
- (e) The member will have accumulated, at the end of the calendar year in which the promotion takes effect, 10 years of university-level experience, or the equivalent thereof, it being understood that the relevance of experience prior to appointment at the University of Ottawa shall be evaluated in accordance with the provisions of subsection 23.4.1 of this agreement.

3 Promotion to the rank of full professor shall be granted to a member who, instead of complying with the conditions set forth in 25.2.3.2, meets the following requirements.

- (a) The member has, since promotion or appointment to the rank of associate professor, produced scientific, literary, artistic, or professional works which satisfy the criteria in paragraphs (i) and (ii) of 25.2.3.2(c).
- (b) The member has taught over a wide range of levels and her teaching, when assessed in accordance with article 24, is found to be outstanding.
- (c) The member's workload has included, in the period since promotion to associate professor, teaching activities or academic service activities -- or a combination thereof -- significantly in excess of the norm.
- (d) The member meets the other conditions for promotion to the rank of full professor listed in clauses 25.2.3.2(a), (d) and (e).

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