Article 1 – Definitions

1.1 Terms: The three Terms are:

(1) The Fall Term is the period during which courses are scheduled from September to December.

(2) The Winter Term is the period during which courses are scheduled from January to April.

(3) The Spring/Summer Term is the period during which courses are scheduled from May to August.

Working Year: The twelve (12) calendar month period commencing on the first day of September and ending the last day of August.

Academic Labour Relations: Office of the Associate Vice-Provost, Faculty Relations.

Agreement: The Collective Agreement negotiated between the Employer (University of Ottawa) and the Association (Association of Part-Time Professors of the University of Ottawa)

Bargaining Unit: The bargaining unit represented by the Association of Part-Time Professors of the University of Ottawa (APTPUO) and certified by the Ontario Labour Board in Certificate No. 2377-18-R comprised of all Employees of the University of Ottawa employed as English Intensive Language Program Instructors and Certificate No. 0176-17-R comprised of all those Employees who are teaching part-time non-credit courses at the Official Languages and Bilingualism Institute (OLBI). All those teaching part-time non-credit courses at the Official Languages and Bilingualism Institute (OLBI) at the University of Ottawa, save and except managers and anyone covered by another collective agreement, save and except those Employees covered exclusively by another existing collective agreement and those excluded by the Labor Relations Act.

Dean: Dean or their Designate.

Designate: A person authorized to act on behalf of an officer of the University, or an officer of the Association.

English Intensive Program (EIP): The English Intensive Program at the Official Languages and Bilingualism Institute (OLBI) of the University of Ottawa.

ESL: non-credit non-academic program English as a Second Language courses offered at the Official Languages and Bilingualism Institute (OLBI) of the University of Ottawa.
Employee: An Employee of the Employer who is performing work covered by this Agreement for the duration of their contract.

Employer: The Board of Governors of the University of Ottawa as defined by the University of Ottawa Act, 1965 and any person(s) duly authorized to act on its behalf.

FLS: non-credit non-academic program French as a Second Language courses offered at the Official Languages and Bilingualism Institute (OLBI) of the University of Ottawa.

French Intensive Program (PIF): The French Intensive Program at the Official Languages and Bilingualism Institute (OLBI) of the University of Ottawa.

Manager: Manager of the second language intensive programs at the Official Languages and Bilingualism Institute, University of Ottawa or their designate.

Member: A member of the bargaining unit.

OLBI: Official Languages and Bilingualism Institute

Parties: The Employer and the Association.

Personnel courses: language training offered to University of Ottawa personnel and their immediate family

Program: Non-credit courses at OLBI at the University of Ottawa.

Association: The Association of Part-Time Professors of the University of Ottawa (APTPUO) representing members of the OLBI.

University: The University of Ottawa.

Working Day: A day when the University is open, including Saturdays, Sundays and excluding statutory holidays or designated holidays.

24 mai 2019

signature
Article 2 – Purpose of this Agreement

2.1 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Association to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement and other working conditions. The Parties recognize that it is in their common interest to promote and enhance the working relations between the Employer, the Association, and its Members, consistent with the principles of mutual respect and cooperation. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all Employees.

SIGNED at Ottawa, this 24th day of ____________ 2019.

Carl Belanger
UNIVERSITY OF OTTAWA
Chief Negotiator

Jean Sébastien Daoust
APTPUO
Chief Negotiator
uOttawa & APTPUO negotiations (OLBI)

Employer Proposal presented on February 6, 2019
APTPUO Counterproposal presented on May 1, 2019
Employer Counterproposal presented on May 1, 2019 (1:45PM)
APTPUO Counterproposal presented on May 9, 2019
Employer Counterproposal presented on May 22, 2019
APTPUO Counterproposal May 23, 2019
Employer Counterproposal presented on May 24, 2019
Without prejudice

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Article 3 – Scope, Union Representatives, Deductions Relations Employées et Employés Employeur

3.1 Further to the Order issued by the Ontario Labour Board in Certification No 2377-18-R dated on November 19, 2018, the Employer recognizes the Union as the sole and exclusive bargaining agent for the English Intensive Program (EIP). Employees as well as Certification File No. 0176-17-R dated on May 12, 2017 for non-credit courses at the OLBI, University of Ottawa in the Regional Municipality of Ottawa-Carleton, save and except those covered exclusively by existing collective agreements and those excluded by the Labour Relations Act. All those teaching part-time non-credit courses at the Official Languages and Bilingualism Institute (OLBI) at the University of Ottawa, save and except managers and anyone covered by another collective agreement save and except those employees covered exclusively by another existing collective agreement and those excluded by the Labour Relations Act of Ontario.

3.1.1 The Parties recognize and agree that management employees excluded from the Bargaining Unit may perform instructional and related duties which shall not exceed the current practice and shall pay union dues.

3.2 Union Representatives

3.2.1 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with Members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the Members’ duties (in particular any scheduled classes) and the normal operations of the Employer.

3.2.2 The Employer shall not recognize any Employee, group of Employees, or individual undertaking to represent the Union or the Employees to the Employer without proper authorization of the Union. The Union shall keep the Employer informed at all times as to:

a) the name of any Employee who is an officer of the Union and her/his title;

b) the name of any Employee who is a part of the Union and its position title;

c) the name of any Employee who is on a grievance, negotiation, Labour - Management Committee, or other committee, that deal directly with the Employer; and

d) the name of any individual who is a APTPUO representative or negotiator.
uOttawa & APTPUO negotiations (OLBI)

Employer Proposal
presented on February 6, 2019

APTPUO Counterproposal

Employer Counterproposal
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presented on May 22, 2019

Employer Counterproposal
May 23, 2019

Employer Counterproposal
presented on May 24, 2019

Without prejudice

3.2.3 The Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business, including relevant Employees of the Academic Labour-Relations and Employer representatives on the Labour—Management Committee.

3.1.1 RECONNAISSANCE


3.1.2 ACTIVITÉS DE L’ASSOCIATION

3.2.2 L’Employeur reconnaît que tous les membres ont le droit de participer aux activités légales de l’Association pour l’ILOB et qu’il ne fera pas entrave à ce droit, étant entendu que ces activités n’entraveront pas leurs tâches régulières.

3.3 Union Deductions/ Dues Check-Off

3.3.1 Each month, an electronic list of the Members from whose salaries deductions have been made including the Employee number, name, the monthly amount deducted, together with a total amount deducted, shall be remitted, payable to APTPUO, including:

the Employee’s name
the Employee’s number
the Employee’s University e-mail address
the phone’s number
the local or permanent address as furnished by the Employee
the effective date of the contract on payroll files
the contract number
3.7 — AFFILIATION À L’APTPUO

3.7.1 Toute personne qui est exclue sous le 2.1 et qui enseigne à temps partiel et reçoit une rémunération additionnelle, doit faire des versements selon les dispositions de la section 3.8.

3.8 — PRÉLÈVEMENT DES COTISATIONS À LA SOURCE

3.8.1 L’Employeur s’engage à prélever mensuellement à la source de la paye de chaque membre de l’unité de négociation, les cotisations syndicales ou d’autres contributions payables telles que certifiées par écrit par le trésorier ou la trésorière de l’APTPUO l’Association à l’Employeur.

3.8.2 De plus, l’Employeur s’engage à prélever mensuellement à la source de la paye des employés et employées, tel que stipulé au paragraphe 3.7.1, des cotisations ou des contributions équivalentes.

3.8.3 L’Employeur s’engage à verser les sommes prélevées au trésorier ou à la trésorière de l’APTPUO à l’Association à l’adresse de l’APTPUO à la fin du mois dans lequel le prélèvement a été fait.

3.8.4 L’APTPUO convient de tenir l’Employeur indemne et à l’abri de toute réclamation qui pourrait être faite par un employé ou une employée à la suite de mauvaises déductions qui résulteraient d’une erreur ou d’un manque d’information de la part de l’APTPUO.

3.8.5 L’Employeur permettra à l’APTPUO l’Association de vérifier les contrats de tous les employés et de toutes les employées lorsqu’il y a lieu de croire que les cotisations prélevées ne sont pas exactes.


3.8.7 Si l’Employeur remet à l’APTPUO l’Association des cotisations ou contributions prélevées du salaire d’une employée ou d’un employé qui n’était pas tenu d’en payer, l’Employeur devra
uOttawa & APTPUO negotiations (OLBI)

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Employer Counterproposal presented on May 24, 2019

3.3.2 The Union Association shall indemnify and save the Employer harmless from any and all claims which may be made by an Employee for amounts deducted from pay as provided for in this article, except for any claim or liability arising out of an error committed by the Employer.

3.3.7 The Union Association shall provide the Employer with notice of any change in the amount of Union dues or assessments. The implementation shall take place within three (3) months of the notice.

3.3.8 Une fois par mois, l’Employeur fournit à l’APTPOUO Association un rapport électronique comprenant des renseignements relatifs aux membres tels que : nom, numéro d’employé ou d’employée, département, faculté, titre de poste, adresse postale à domicile, numéro de téléphone, adresse courriel @uOttawa.ca et cotisations mensuelles retenues et sommaire de ces données. Dans les quatre-vingt-dix (90) jours suivant la ratification de la convention collective par les deux parties, elles conviendront des renseignements exacts à inclure dans le rapport. Le représentant officiel des membres tient l’Employeur indemne advenant le cas où un membre de l’unité de négociation dépose une plainte ou un grief ou revendique une cause d’action contre l’Employeur en raison de la mise en place ou de l’administration de ce rapport.

3.3.9 All correspondence arising out of or incidental to this Agreement except where otherwise expressly provided shall pass between the Designate of the Union Association and Academic Labour Relations.

3.3.10 Any employee excluded under 3.1 who performs part-time teaching for additional remuneration shall make payments in accordance with this section.

24 mai 2019

APTPOU
Article 4 – Management Rights

4.1 The University is vested exclusively in the Employer except as limited by the terms of this Agreement as well as applicable legislation, regulation, policy and procedures.

4.2 In exercising its rights and in conducting its employment relations, the Employer shall act reasonably, non-discriminatorily, and in good faith.

SIGNED at Ottawa, this 29th day of May 2019.

Carl Bélanger  
UNIVERSITY OF OTTAWA  
Chief Negotiator

Jean-Sebastien Dacost  
APTPUO  
Chief Negotiator
uOttawa & APTPUO negotiations (OLBI)

Article 5 – No Strike and Lockout

5.1 The Association undertakes that there will be no strike and the Employer undertakes that there will be no lockout for the duration of this Agreement. The meaning of the term strike and lockout shall be defined by the applicable Ontario Labour Relations Act.

5.2 a) The Employer agrees that it shall not ask Employees to do any of the work of striking or locked-out employees of the University, nor ask Employees to do any of the work of striking or locked-out employees of the University on other premises. In the event that employees of the University of Ottawa, other than those covered by this Agreement, engage in a strike and/or maintain picket lines, employees covered by this Agreement shall continue to report to work and carry out their regular duties but shall not be required to perform work normally done by those employees.

5.3 A member who is unable to report for work because of a reasonable apprehension of personal injury resulting from picket-line activity shall suffer no loss in pay, provided that the member contacts the University Protection Services and follows reasonable instructions received from that office.

09 mai 2019

APTPUO
Article 6 – No Harassment, No Discrimination and No Violence

6.1 The University of Ottawa and the Bargaining Unit recognize their obligations under the legal framework set out in the Ontario Human Rights Code with respect to harassment and discrimination and under the Ontario Occupational Health and Safety Act with respect to workplace violence and workplace harassment.

6.2 The University, employees, the Bargaining Unit and the Association are committed to adhere to the University’s Policy 67a and associated procedures with respect to the Prevention of Harassment and Discrimination and its associated procedures, and Policy 66 on the Prevention of Violence and its associated procedures.

6.3 There shall be no discrimination or harassment against any employee based on any of the prohibited grounds listed in the Ontario Human Rights Code.

6.4 There shall be no workplace violence or workplace harassment against any employee pursuant to the Ontario Occupational Health and Safety Act.

6.5 University policies on workplace violence and workplace harassment shall be reviewed regularly, in accordance with the Ontario Occupational Health and Safety Act.

Provisions for Employees with Disabilities

6.56 The Employer shall ensure adherence to the Ontario Human Rights Code and Accessibility for Ontarians with Disabilities Act, or its successor legislation and any other applicable legislation.

6.67 The Employer and Employees further undertake to collaborate in a spirit of respect throughout the implementation of reasonable accommodation measures.

Procedure

6.58 Any allegations of harassment and/or discrimination may be reported through the Employer’s policies and procedures on Discrimination and Harassment or through the grievance procedure set out in Article 12 of the Collective Agreement. In a situation where a member elects to exercise any recourse in addition to a grievance, the other recourse will be deemed resolved and closed.

Duty to Accommodate

6.65 The duty to accommodate is a joint responsibility. The Parties agree to act in accordance with all applicable legislation, including but not limited to the recognize that the Employer has a legal duty to
accommodate members as defined especially in the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act (AODA) and the Occupational Health and Safety Act.

Procedure

6.7

6.6: Upon request the Member, who has an attested medical need, Accommodation requests shall be initiated by the member and where this is the case, the Employer (who specifically is the Employer, the member; the Health and Wellness office and the Association (where requested by the member) will (suggest shall instead of will) shall cooperate to find reasonable accommodation measures. The member must be informed of her/his right to Union an Association representative involvement in the process.

Where a member's handicap interferes with the fulfilment of her/his workload duties, any related measures taken by the Employer which affect the member's working conditions and terms of employment shall be deemed non-discriminatory, it being understood that the Employer shall not take any such measures unless:

— they are required in light of the member's inability to meet satisfactorily the objective requirements of her/his employment; and

a) the Employer has, previous to taking any such measures, taken all reasonable steps which could enable the handicapped member who has an accommodation requirement to continue performing her/his workload duties.

6.6 6.8 The Health and Wellness sector shall forward the accommodation request and the relevant details regarding the capabilities and functional limitations of the member to the Dean.

6.7 6.9 The Dean in consultation with the Member, the Health and Wellness Office sector, and the Association (whenever requested by the Member), the Dean shall develop and implement an accommodation plan as soon as possible.

6.8 6.10 The accommodation plan can be reviewed at any time to be adjusted and address the needs of the Member or the Employer.

6.9 6.11 Subject to paragraph 6.12 6.112 4.6, the medical report of the Member's treating physician, or registered mental health professional, shall be accepted as verification evidence of the disabling
condition and need for accommodation.

6.10 The Employer, via the Health and Wellness Office may require that a member be examined by one or more physicians appointed and paid by the Employer depending on the complexity of the medical condition. The Health and Wellness Office Employer shall provide the member with the names of three (3) duly qualified physicians and for each specialty requiring an expertise in order for the member shall select one of those practitioners to conduct the examination. The Employer shall will provide the medical report. The Employer shall cover the cost of the medical examination and all other reasonable expenses incurred by the Employee to attend for related to the needs of the medical examination.

The independent medical report shall be forwarded to the Member’s treating physician as appropriate.

6.13 It is understood that the parties will take every precaution to ensure the confidentiality of all accommodation requests and ensure the privacy of the concerned members.

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.”

No penalty

6.149 An Employee shall not be penalized for exercising their rights under the Collective Agreement or Human Rights Code.
Article 7 - Labour Management Committee

7.1 The Union Association and the Employer acknowledge the mutual benefit to be derived from joint consultation and therefore agree to the establishment of a Labour – Management Committee (LMC) consisting of two-fourthree (342) representatives from each Party.

7.2 The purpose of the LMC shall be to review matters of interest, to foster and facilitate communications, promote cooperation, understanding and harmonious relations between the Employer and the Union.

7.3.7.3 The LMC shall only review matters of concern arising from the application of this Agreement, or legislation, regulation, policy, practice or procedure that affects the Bargaining Unit or Employees, excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in article 12.

7.4 The LMC shall also function as a forum in which the Employer shall advise the APTPUO of anticipated trends or policy changes which may only have a major impact on the bargaining unit or respond to APTPUO questions.

7.5 7.4 The Committee will meet three times per year every six (6) weeks with the first meeting of the year being normally held in September, January and the last one in May June, and following an agreement between the parties for the months of July and August. No later than five (5) working days before the meeting, each party will advise the other of the proposed items for the agenda for the meeting in order to allow for sufficient preparation time. Any additional items would be subject to the approval of both parties.

7.37.6 The LMC shall normally meet twice per year, with additional meetings as mutually agreed by the Parties, or at the call of either LMC representative, within thirty (30) days. A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

24 mai 2019
C. BLOPS
M. O'HANLY
Article 8 - Appointment

8.1 Job postings

8.1.1 Prospective positions within the Bargaining Unit shall be posted on the University's Human Resources website.

8.1.2 The positions shall normally be posted for a period of thirty (30) days.

8.1.3 Exceptions to normal posting procedure may arise at times. The Association and the members have to be informed of the posting. The reason for the exception will be provided upon request.

8.1.4 The posting shall be electronic and must indicate:

   a) the name of the faculty, department or academic unit; the course code, the number, the section number, when necessary, as well as the title and description of the course or work, the number of hours of work and the course schedule (session(s), day(s) and hour(s)) when available;

   b) the required qualifications shall be clearly indicated;

   c) start and termination dates of the posting as well as the type of posting;

8.1.5 A copy of the posting shall be forwarded to the Association office no later than the day on which the posting begins.

8.2 Application for Posted Positions

8.2.1 Applications for posted positions shall be submitted using the Job Application form no later than the date the posting ends and shall be accompanied by a complete updated CV.

8.2.2 It is the responsibility of the applicant to provide all of the information on which the decision to hire will be based, as requested in the job posting as well as their preferences with regards to contract hours and course level.

8.2.3 The Employer considers undertakes whenever possible, in the assignment of work, to consider the course selections made by the applicant.

8.2.4 Applicants must notify the Manager in writing of any changes in their availability no later than ten (10) working days prior to the start of the contract each term when possible. At the discretion of the Employer, applicants who fail to do so may be excluded from employment consideration.

8.3 Appointments
8.3.1 In selecting applicants, the Employer shall select qualified candidates with grandfathered grandparented rights first and then shall consider applicants who are qualified with the most teaching hours in the program seniority in the specific program.

8.3.2 The assignment of courses should normally be completed within ten (10) days following the end from the start of the contract regular posting. As soon as reasonably practical, the successful candidate shall receive an offer of employment specifying the terms of employment as follows:

(a) the course to be taught;

(b) the date on which the appointment commences and duration of the appointment;

(c) the date by which the applicant must accept the offer.

8.3.3 Each term, after all appointments are made pursuant to the posting process, should any additional sections of courses become available, the Employer will first consider qualified applicants with the most seniority from the original posting process for that course prior to posting these courses.

8.3.4 It is understood that based on enrollments, additional sections may be added within the first two (2) weeks of the program. In such cases, teachers for additional sections will be hired so long as they have applied for the position and they are still available to do the work.

8.3.5 For Employment Insurance purposes only, a member shall be deemed to have worked three times the contracted hours.

8.3.6 An Employee’s appointment is effective on the date specified in the offer of employment.

8.5 SENIORITY

8.5.1 Bargaining unit members shall accumulate seniority based on the number of teaching hours within each specific program. Seniority shall be accrued form the seniority list in effect at the time of ratification. Also, members can accumulate seniority as follows:

- 100 hours for each member filing a position on the Association Board of Directors;
- 100 hours for each member of the negotiating committee, to a limit of three (3) members, in a negotiating year;
- 50 hours per member participation on a University or joint employer employee committee;

8.5.2 By June 30 each year, the University shall submit a seniority list to the Association post the APTPUO member list on its website, including their seniority hours points, faculty and unit home department. It shall remain available on the website until the new list is available the following year. Members must report errors or omissions must be reported to the Manager at OLBI Faculty Affairs.
between June 30 and August 31 of every year.

8.5.2 Subject to 8.7, members may accumulate seniority in accordance with paragraph 8.5.1 for bargaining unit work carried out since their first contract at the University.

8.5 Each term, after all appointments are made pursuant to the posting process, should any additional sections of courses become available, the Employer will first consider qualified applicants from the original posting process for that course prior to posting these courses.

8.6 It is understood that based on enrollments, additional sections may be added within the first two (2) weeks of the program. In such cases, teachers for additional sections will be hired so long as they have applied for the position and they are still available to do the work.

8.6 HIRING

8.6.1 Each employee shall receive from the Employer:

1) the Internet link to find and view the collective agreement;

2) the Internet link to the APTPUO website;

3) an identification card valid for the length of the contract—12 months;

8.6.2 Applicants who have not been successful in their application are entitled to know the reasons upon request.

8.7 Period of Interrupted Service

8.7.1 An individual who is not in the bargaining unit for a period of eighteen twenty-four (24) months or longer shall lose all teaching hours previously accrued unless the member was on leave as per article 15.

8.7.2 Notwithstanding 8.7.1, members who formally applied for work in each academic year after the 24 months period shall retain their teaching hours and stay on the seniority list.

8.8 REPORTS

If an administrative exclusion performs duties that would normally be considered bargaining unit work, the OLBI must so advise the Association in writing and specify the exclusion’s full name, his/her position, the course code and all other information that would have normally appeared on a posting pursuant to subparagraph 3.1.1.
8.8.1 No later than the last week of the first month in a given term session, an electronic list of all hiring since the last report shall be posted on a Human Resources website and sent to the Association. This list shall contain the full names of the persons hired, the course code and the number of teaching hours, the persons' seniority.

8.8.2 Should changes occur in the hiring report posted, the Employer will advise the Association in writing.

8.9 INFORMATION TECHNOLOGY

- A Member shall not be required to teach information technology (e.g., Brightspace) as a component of a course unless the technology is specifically related to the subject matter.

- Where a Member is assigned an online course, the Employer shall ensure that the Member has access to the technology capable of handling the required mode of delivery.

- To assist Members and to facilitate technological innovation within the University community, the Employer shall inform Members of technology-training programs at the University and shall make these programs available to Members free of charge, with the prior approval of the appropriate authority. Members who participate in such programs shall be paid for their time according to the applicable rate.

- Nothing shall prevent a Member from introducing or using information technology as part of a course, if she/he so wishes.

8.4 APPORTIONMENT OF BUDGETARY ALLOCATIONS

8.4.1 At the beginning of April of each year or as soon as the University budget has been set, the Employer shall advise the Association of the projected amounts set aside for teaching by the Members for the current fiscal year.

8.4.2 Every year, the Employer will provide the Association with a statement of actual amounts allocated to the OLBI for teaching non-credit courses.
Lettre d’entente

Entre L’Association des professeurs et à temps partiel de l’Université d’Ottawa (l’« Association »)
Et L’Université d’Ottawa (l’« Employeur »)

SYSTÈME DE NOTIFICATION

L’employeur mettra en place un système de notification électronique pour les postes qui sont affichés à L’ILQ, pour les membres de l’Unité de négociation sur le site web de l’Université. Les membres qui s’inscrivent à ce système recevront un avis lorsqu’un nouveau poste d’enseignement est affiché sur le site web de l’Université.

Les termes de cette entente feront partie intégrante de la convention collective une fois le système de notification en place.

24 may 2019

[Signatures]
Article 9 – Cancellation of Contract and Resignation

9.14 Filling all prospective Bargaining Unit positions is subject to budgetary approvals, enrolments and changes in non-credit course the Program. The Employer may modify or cancel a course assignment prior to or after an offer of appointment has been made.

9.2.1 The Employer reserves the right to cancel or combines courses for operational purposes where the enrolment is less than 25 students.

9.3 Barring extraordinary valid circumstances, for example, but not limited to, moving to another city, obtaining a full-time position, an illness that prevents an Employee from completing the required duties, an Employee wishing to cancel a contract for a course or other work must so advise the Manager in writing before the beginning of the course or work, understanding that they shall forfeit the equivalent contract hours refused from their accrued teaching hours. It is understood that accepting a part-time position in another institution does not constitute an extraordinary circumstance with respect to this provision.

9.3 The Employer reserves the right to terminate a contract in order to cancel a course or to hire a replacement if the Employer has a reasonable doubt that the Employee will not be able, by reason of absence, to carry out 75% of the entire assigned work by reason of absence. Such termination shall not affect the member’s entitlement to legislated leave or other leave entitlements in accordance with the terms of this Agreement.

9.4 Filling all prospective Bargaining Unit positions is subject to budgetary approvals, enrolments and changes in the Program. The Employer may modify or cancel a course assignment prior to or after an offer of appointment has been made.

9.45 The Employer agrees that once an Employee has accepted an offer of employment, there shall be no layoff or reduction in normal earnings for the Employee except by reason of course cancellation, contract termination for just cause, or in accordance with the terms of this Agreement.

9.546 At the exception of the aforementioned, if the Employer cancels a contract on or after the first within five (5) days of the contract’s start date classes, the Employee shall be paid a cancellation stipend of 150% of the value of the contract should the member have never taught the course before as specified in the Appendix A. If the member has taught the course previously, ten (10) percent of the value of the contract shall be paid.
9.57 After the position has been offered and accepted, if any conditions of employment arise that were not written in the initial Job Posting, the Employer shall inform the Employee and give them an opportunity to meet these conditions.

9.652 Barring extraordinary valid circumstances, for example, but not limited to, moving to another city, obtaining a full-time position, an illness that prevents an Employee from completing the required duties, an Employee wishing to cancel a contract for a course or other work must so advise the Manager in writing before the beginning of the course or work, understanding that they shall forfeit the equivalent contract hours refused from their accrued teaching hours. It is understood that accepting a part-time position in another institution does not constitute an extraordinary circumstance with respect to this provision.

9.8 Deemed Resignation

9.8.1 Any Employee who is absent from work without authorization for more than one (1) day, and cannot establish to the satisfaction of the Employer that a request for such authorization was possible due to circumstances beyond her/his control, shall be deemed by the Employer to have resigned without notice effective the commencement of the absence. The Employer, in reviewing an Employee's explanation shall reasonably assess the validity of the explanation given.

24 May 2019

[Signatures]
Article 10—Performance Evaluation

10.1 The establishment of a high-quality classroom learning environment is beneficial to both Parties and course evaluations shall be conducted in all classes.

10.2 Employees will receive in a timely fashion any copies of the summary—the A-report of the evaluation of their teaching by students, upon availability which become available. Teaching shall be deemed satisfactory where a cumulative average of at least 3.2 is obtained.

10.3 Should any employee wish to comment on this report or to have associated with it any other material which might bear on the interpretation of that report, the employee shall send a letter to the Manager including (a) a copy of the summary A-report concerned, (b) any comments the employee wishes to make, and (c) any other relevant material. This submission by the employee shall be retained by OLBI and shall be considered whenever summary A-reports of the employee are reviewed.

10.4 Part-time Language Instructors academic staff shall have access to the evaluation and advisory services of OLBi the Teaching and Learning Support Service on the same basis as full-time academic staff.

10.54 Performance evaluations shall be conducted by the Employer. The Employer shall choose the appropriate performance evaluation management tools.

10.64 Where the Employer finds an Employee’s work performance evaluation to be unsatisfactory, the Employee may be disciplined in accordance with Article 11 (Discipline and Dismissal).

10.754 Formal evaluations of a Member’s teaching shall only be carried out in relation to discipline for deficient performance of workload duties pursuant to article 11.

24 May 2019

Aptpco
Article 11 – Discipline and Dismissal

11.1

A member may be disciplined only for just, reasonable, and sufficient cause. Such disciplinary action shall be fair, reasonable, commensurate with the seriousness of the violations, and based on the principle of progressive discipline.

11.2

a) The Employer accepts the concept of progressive discipline. In this context, The Employer shall warn an employee in writing that discipline may follow the repetition of the act or omission complained of or the failure of the employee to bring her/his work up to a reasonable standard by a given date. Such date shall allow the employee reasonable opportunity to correct the problem(s) referred to in the letter of warning.

b) The decision to send a letter of warning will not be considered as discipline and will be not used for current or future employment decisions.

c) Notwithstanding the preceding, it is understood that the Employer retains the right to discipline a member for just cause without having first issued a letter of warning.

11.3

Notwithstanding 11.1 and 11.2, in exceptional circumstances, the Employer retains the right to discipline a member for just cause without having first issued progressive discipline. In such cases, the Employer must take reasonable steps to inform the Association prior to the imposition of such discipline. It is further understood that the Employer is not precluded by this Article from relying on and introducing as evidence at any stage of the grievance and arbitration process the member’s previous disciplinary record related to the alleged offense.

11.4

There are normally three (3) steps in the progressive discipline process:

a) a letter of reprimand which includes detailed reasons for the expected
improvements by the member in a given time

b) suspension without pay

c) dismissal for cause.

11.35

Prior to imposing discipline, the dean or her/his designate, where appropriate:

i) shall notify the employee in writing of the time and place of a meeting to discuss the matter and shall advise the employee of her/his right to APTPUO representation at that meeting:

shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven (7) calendar days (pro-rated for sessions other than Autumn/Winter but not less than three (3) working days), on request of the employee.

It is agreed that the Employer has the right in exceptional circumstances to suspend an employee with or without pay during the period of its consideration of the matter, including the delay in 11.5(ii), and prior to the imposition of any other discipline.

11.46

Disciplinary letters and related documentation shall be removed from the employee's personnel file after twenty-four (24) months.

11.7

A complaint is receivable and can be reviewed by the Dean only if it meets the following conditions:

— it is a written complaint setting out the facts alleged against the member;

— the complaint is signed and dated by the author or authors:
the alleged facts do not date back more than twelve (12) months prior to the Dean receiving the complaint.

However, this excludes complaints about harassment, sexual harassment, discrimination and sexual violence. A complaint sent by email is considered as signed.

11.8

Where a dean or his/her delegate receives an unsolicited signed complaint, in accordance with 11.7, by a student against a member and determines that further action is required, the dean or his/her delegate shall forward a copy of the complaint to the member after having removed, if possible, under the circumstances, the sections of the complaint which could lead to an identification of the author of the complaint.

11.9

Where the dean forwards a complaint to the member, he shall invite the member to comment on the complaint either orally or in writing within ten (10) working days. He shall also write to the member to contact his APTPUO Association representative. No action may be taken by the dean until a copy of the complaint has been sent to the concerned member and the ten (10) working day period has expired. After receiving comments from the member, the Dean must inform him/her of the next steps within twenty (20) working days.

11.10

If the dean determines, after the expiry of the ten (10) working day period, that further action may be required, and if the complaint concerns teaching practices, the Dean shall appoint two independent tenured professors from the same field to audit the member's course and to report on whether any action is required in light of the complaint.

11.11

The member shall not be removed from his teaching responsibilities unless the professors auditing the member's course recommend and the dean agrees that an immediate replacement is required to avoid irremediable harm to the students. In all other cases concerning teaching practices, the member shall be allowed to continue teaching until the end of the term and shall be advised of resources available at the University to improve
11.512

All disciplinary investigations shall be treated as confidential by the Employer, the Association, Union and the Employee.

11.13

The Employer agrees that an employee shall not be disciplined solely for failure to perform her/his duties because she/he is arrested and/or incarcerated provided that the employee notifies her/his Supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. The Employer, however, reserves the right to discipline an employee for just cause for failure to perform her/his duties for reasons other than arrest and/or incarceration or for activities which may have been related to or coincident with the arrest and/or incarceration. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article. It is also understood that no disciplinary steps will be undertaken during the time a member is seriously ill or hospitalized, provided the member has informed the Chair of the Illness and provided the Manager, Occupational Health, Disability and Leave Human Resources, has received a medical certificate confirming the illness and indicating an appropriate date by which the treating physician believes the member should be able to resume her/his duties. It is understood that in the case of a grave illness, the member is not required to submit the medical certificate until this becomes possible; it is also understood that any delay in the disciplinary process due to the condition of the member’s health shall not prejudice the Employer’s right to begin or to proceed with the disciplinary process when the member is judged to be capable of returning to work.

11.614

An employee who is disciplined shall be advised in writing of the nature of the discipline, of the reasons for the disciplinary action and of her/his right to initiate a grievance and to be represented by the Association, Union.

11.15

The identity of a student complainant is privileged information and will not be disclosed under any circumstances, but where a dean has taken disciplinary action based on a written complaint and the matter is referred to arbitration, the arbitrator at the request of the APTPUO may order that the identity of the student be disclosed to him or her.

11.716
Notwithstanding 11.3, any warning or discipline shall not be used against an employee after a period of twenty-four (24) months from the date of the warning or discipline except where it can be shown that the previous warning or discipline was for conduct similar to that giving rise to the current warning or discipline.

11.1—An Employee may be disciplined for just cause. Such disciplinary action shall commensurate with the seriousness of the violation and based on the principles of progressive discipline.

11.2—Notwithstanding the previous paragraph, the Employer retains the right to discipline an Employee for just cause without having first issued progressive discipline.

11.3—Disciplinary measures may take the form of verbal reprimand, written reprimand, suspension without pay or termination of employment. The disciplinary measure imposed must be reasonable, considering the seriousness of the misconduct, mitigating factors and aggravating factors.

11.4—Employees have the right to be accompanied or represented by the Union Association in all aspects of discipline proceedings and shall be advised of these rights whenever appropriate.

24 May 2019

APTPUO
uOttawa & APTPUO negotiations (OLBI)

Employer Proposal presented on February 6, 2019
Employer Counterproposal presented on May 1, 2019 (1:45PM)
APTPUO Counterproposal presented on May 9, 2019
Employer Counterproposal presented on May 22, 2019
APTPUO Counterproposal 23 May, 2019
Employer Counterproposal presented on May 24, 2019
Without prejudice

Article 12 – Grievance Procedure and Arbitration

12.1 Grievance

12.1.2 A grievance shall be defined as any difference between the Parties to this Agreement, a member and the Employer or members and the employer arising out of the interpretation, application, administration, or alleged violation of this Agreement.

12.1.3 An individual grievance may be initiated by an Employee.

12.1.4 In the case of a group grievance, an authorized spokesperson shall attend the grievance meeting for the group and shall deliver, in writing, a list of the members of the group. A group grievance results from a consolidation of similar individual grievances seeking a common redress.

12.1.5 A policy grievance involves a question of general application or interpretation of this Agreement and shall be initiated by the Union-Association or the Employer.

12.2 Grievance Procedure

12.2.1 The Parties agree to make reasonable efforts to encourage the informal and prompt resolution of complaints or grievances arising from the administration, interpretation or application of the Agreement.

12.2.2 Time Limits
The Parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. The time limits set out in this Article may be extended by the expressed mutual agreement of the Parties. Such an extension shall not be unreasonably withheld. If a Member or APTPUO-the Association fails to follow the Grievance procedures or time limits, the grievance shall be deemed settled on the basis of the Employer’s grievance reply.

12.2.3 Informal process:
If an Employee has a complaint that may lead to a grievance, but wishes to seek a resolution through an informal process, the Employee shall advise the Manager in writing of the nature of the complaint no later than five (5) workingtwentynine (210) working days after the Employee became aware, or reasonably ought to have been aware of the occurrence in the circumstance giving rise to the complaint. The Employee has the right to be accompanied by an Union.
Association representative and the Manager may be accompanied by a representative of the Academic Labour Relations at any meeting arranged to discuss the possible grievance. Any meetings arranged shall be informal in nature, and their purpose shall be to make the parties aware of the complaint and give both parties the opportunity to resolve the issue(s).

12.2.4 The Manager shall forward her/his decision in writing to the grievor and the Union-Association within fifteen (15) working days of the meeting.

12.2.5 Formal process:
if the complaint is not resolved during the informal process, a grievance shall be set forth in writing, on a form agreed upon by the Parties, signed by the Union-Association representative, and submitted by the Union-Association to the Academic Labour Relations, no later than twenty (20) working days of receipt of the Manager’s response or, in the case of a group grievance or policy grievance, no later than twenty (20) working days after the Union-Association became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.

12.2.6 The written grievance shall contain the details of the grievance, a statement of the matter in dispute, the specific provision(s) of the Agreement that allegedly has been violated, the resolution sought and the common periods of availability of availability of the grievor and the Union Association representative.

12.2.7 The Academic Labour Relations shall convene a meeting with the Dean, the grievor and an Union Association representative within ten (10) working days of receiving the grievance to discuss the grievance.

12.2.8 Academic Labour Relations of the Dean shall provide a written reply to the grievor and Union-the Association representative within fifteen (15) working days after the meeting.

12.2.9 If the grievance is neither settled during the formal process, nor withdrawn in writing, it may be taken to arbitration by the grieving Party by either Party by the Association, pursuant to section 12.3, provided a written notice signed by the appropriate representative is submitted to the other Party within fifteen twentyten (15240) working days of the reply from either the Academic Labour Relations or the Dean.

12.3 Arbitration
12.3.1 Within fifteen (15) working days following receipt of the notice of arbitration, the parties shall jointly appoint an arbitrator. The time limit may be extended by mutual agreement in writing. The Parties agree that such agreement shall not be unreasonably withheld.

12.3.2 Each Party shall bear the costs related to the preparation and presentation of its own case. The fees and expenses of the Arbitrator, and any other expenses incidental to the arbitration hearing shall be borne equally by the Parties.

24 May 2019
Article 13 – Outside Activities, Working Conditions, and Benefits and Outside Activities

13.1 Facilities

13.1.1 To the extent that University resources permit it, 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 and other support facilities. An e-mail account must be set up for the member by the time of his or her first pay under a teaching contract and kept open for as long as the member’s name appears on the seniority lists, posted in compliance with 5.8.3. Access to library services is maintained in the same way as for full-time teaching staff. Members retain access to the Montpetit sports facility and privileges granted by the University Library as long as the member remains on the seniority list.

The Employer shall be responsible for the facility, equipment, and textbooks while in charge of a course assignment and shall return in good condition any materials provided by the Employer on the expiry of the appointment.

13.1.2 The parties agree that part-time academic staff normally require office-space equipped with a computer to perform part of their workload duties. If a computer ceases to function adequately and cannot be restored to normal function as determined by the Employer’s staff, the Employer shall provide a replacement computer. The Employer is not required to provide such an office but where an office is not provided, part-time Language Instructors academic staff may request that the Employer complete the T2200 form if applicable.

The Employer shall make its best effort to ensure the availability of adequate parking facilities at reasonable cost. It being understood that the allocation is subject to rules and regulations of the Parking Committee. Every member may receive, free of charge, a parking permit which will entitle her/him to park in any University of Ottawa parking lot at any time on Saturdays, Sundays and holidays.

13.1.3 Members required to teach evening courses will be entitled to receive a parking permit for evenings (after 4:00 p.m.) at the regular cost of such permits.
Subject to availability of parking permits, members may obtain a parking permit for a given session at the same rates as those for regular staff members on condition that the permit be for at least 3 months and that the member hold a teaching contract during the period or have a letter from the department or faculty to the effect that a teaching contract has been offered the member for the given period. If parking spaces are available, the permit may be issued at the time the member applies. It is understood that all regulations of the Parking Service apply to these permits.

13.2 BENEFITS EXTENDED HEALTH PLAN

13.2.1 There shall be a joint Employer-Association benefits committee with two (2) representatives appointed by each Party. The role of the committee will be consultative. This Committee shall be provided with annual reports regarding the financial and experience results of the benefit plans, which will include the extended health plan and tuition fee credit plan.

EXTENDED HEALTH PLAN

13.2.2 The Employer agrees to have maintain an extended health plan for the benefit of members of the bargaining unit.

13.2.3 Members who teach on a per-course basis may opt into the Employer’s extended health plan at the time of appointment for a period of twelve (12) months unless they have reached the age of 71. Upon the attainment of age 65, the Parties agree that the benefits will be integrated with provincial government drug programs and the University shall be considered as second payer (after government programs) for drug coverage.

13.2.4 Members shall be able to accumulate credits applicable towards the insurance premiums otherwise payable, up to a maximum of 100% of the premium, at the rate of 0.295% of 8.3% of the premium per hour/credit-equivalent taught during the preceding working academic year.

13.2.5 For group insurance purposes, the member’s employment contract will be considered for a period of twelve (12) months from the time of appointment.

UNIVERSITY HEALTH SERVICES

All members of the bargaining unit shall be entitled to make use of the University Health Services, free of charge on the same terms and conditions as the other employees of the Employer.

COUNSELLING AND PERSONAL DEVELOPMENT SERVICE

All members of the bargaining unit shall be entitled to make use of the University’s Counselling and
uOttawa & APTPUO negotiations (OLBI)

Employer Proposal
Employer Proposal
APTPUO Counterproposal
Employer Counterproposal
APTPUO Counterproposal
Employer Counterproposal
Without prejudice

personal development service, with the exception of personal therapy, free of charge during summer months.

13.35 SPORTS COMPLEX

13.5.1 Any member of the bargaining unit and any person who is contributing to benefits as per article 13.2 and continuing to maintain seniority has basic access to the Montpetit Hall sports facilities. The member must present a valid employee identification card issued by Human Resources Service at the Client Services Desk of Montpetit Hall according to the procedures of Client Services.

13.4 TEACHING SUPPORT

13.4.1 Members of the bargaining unit will have access to support from OLBI Teaching and Learning Support Service (TLSS) on the same basis as a teacher or a full-time professor.

Where possible, guidance in the form of orientation, access to past course outlines, course objectives, bibliographies, recommended readings and teaching strategies shall be provided for student members who have limited or unrelated teaching experience. The APTPUO recognizes that the availability of some materials may be beyond the control of the Employer and therefore not available.

TUITION FEE CREDITS

13.7.1 Members of the bargaining unit are eligible for tuition fee waivers for MTCU-funded programs and courses as follows:

Tuition fees credits are earned on the basis of 7.5% of the remuneration paid for bargaining unit work.

13.4.2 Members may take courses at the University, free of charge, if these courses are recommended in writing by the department as being necessary to improve or increase his/her teaching.
uOttawa & APTPUO negotiations (OLBI)

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competence within the department and such recommendation is forwarded to the management of Faculty Affairs. Such a recommendation is not required for courses taken by a professor to improve his/her competence in one of the official languages.

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TUITION FEE CREDIT PLAN

The refunds described in this article apply to government funded courses that earn university credits in full time programs of study funded by the government.

The member’s child or dependent must pay incidental fees.

The spouse, child or dependent who wishes to apply for a refund of tuition fees must complete the appropriate form available from Human Resources. The duly completed form must be returned to Human Resources before May 30 for the spring session, before July 30 for the summer session, before September 30 for the fall session, and before January 30 for the winter session. Payments will be made only upon receipt of an application within the established time limits.

Applications not received within the prescribed time limits will not be considered initially for payment of the benefit. Late applications submitted for each session will be considered only after all timely applications have been processed, and by December 15 at the latest. No applications will be accepted for a semester other than the current term.

The annual cost for the University of the Tuition Fee Credit Plan shall not exceed $10,000 per academic year divided in three (3) sessions with a partial credit at the beginning of the session and a further credit when it has been established that the fund has not been oversubscribed. Until such time as all the monies have been allocated as credits. Application will be made on the basis of one session at a time or the form provided by Human Resources.

In the case of part-time students, payment will be calculated proportionally based on the number of courses required for the full time program.

The maximum amount per member, spouse, or dependent will be $500 per academic session.

The tuition fee assistance is a taxable benefit. This assistance is taxable as income to the member, unless it can be used as a scholarship by the spouse, children or dependents, in which case it becomes taxable as income to the recipient. In this case, and if the rules of the Canada Revenue Agency (CRA) allow the allocation of
13.513.5.1 If the value of eligible applications under this plan is less than the total amount available, the surplus will be carried over and added to the amount available the following year beginning May 1. If there is a deficit in any given year due to unforeseen circumstances, the deficit will be carried over to the following year beginning May 1. This deficit will be examined to determine its source and to evaluate, in consultation with the APTPUO, the changes to be made to administrative processes to avoid it happening again. If amounts are returned after their distribution, they will be deposited in the fund.

13.5 PENSION PLAN

13.5.1 The Employer agrees to maintain a defined contribution Pension Plan for the benefit of members of the bargaining unit as of the January 1st following the date of signing under the Staff Pension Plan for the Part-Time Academic Staff of the University of Ottawa, registration number 0683177. The defined contribution is set at 7% for both the Employer and the member.

13.5.2 The Plan is open to all members of the bargaining unit who have worked during the previous calendar year and who elect to participate in the Plan.

13.5.2.13.5.3 There shall be one Association a Pension Plan Committee to administer the Plan and the Committee shall have equal Employer-member representation.

13.6 Outside Activities

13.6.1 No Employee shall exploit her or his connection with the University. Any outside professional activity that might reasonably be viewed as conflicting or interfering with the obligations, duties and responsibilities of the Employee shall be disclosed to the Manager.
Article 14 — Access to Activities and copyright

14.1

--- COPYRIGHT

INTELLECTUAL PROPERTY RIGHTS

14.1.1 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.

14.1.2 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:

14.1.2.1 The member shall advise the Employer of the additional cost incurred, and

14.1.2.2 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.

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. The Employer will send a copy of the request to the APTPUO and any agreement given by the member will be valid only for 20 days after receipt of the request by the APTPUO and can be withdrawn by the member during those 20 days.

The Employer shall provide Employees with access to shared common space for teaching materials during the term of their contract within existing University facilities.
14.12 The Employee shall be responsible for the facility, equipment, and textbooks while in charge of a course assignment and shall return in good condition any materials provided by the Employer on the expiry of the appointment.

14.13 Employees shall retain ownership of their course materials exclusively created by them for use in teaching assigned courses unless they have agreed otherwise. Course materials shall not include, among other things, items such as syllabi, course outlines and examinations, tests and assignments provided for employees by the University. Copies of course materials, tests, assignments and exams, in appropriate form, shall not be withheld when a request is made in response to the Employer's legal duty to accommodate a student.

24 May 2019

[Signature]

[Signature]
Article 15 – Leaves

15.1 The term “leave without pay” refers to an authorized leave during which Employees do not receive their salary.

15.1.1 The term “paid leave” refers to an authorized leave during which Employees are paid at full salary.

15.2 Personal Emergency Leave

15.2.1 Employees shall request in writing a personal emergency leave as provided by the Employment Standards of Ontario.

15.3 Sick Leave

15.3.1 An Employee who is unable to perform her or his regular work duties as a result of an accident or illness shall notify the Manager of their need to take a sick leave.

15.3.2 Periods of sick leave lasting three (3) work days or more must be supported by a medical certificate from a qualified health practitioner.

15.3.3 An employee who is teaching may accrue an equivalent of one (1) work day of sick leave for each term of employment.

15.4 Bereavement Leave

15.4.1 In the event of the Employee’s immediate family death, she or he shall be granted one (1) working day of leave without loss of compensation.

15.4.2 Immediate family is defined as spouse (including common-law and/or same sex spouse), child (including child of common-law and/or same sex spouse), grandchild, grandparent, parent, sibling, mother-in-law, father-in-law, and any relative with whom the Employee permanently resides.

15.4.3 An Employee shall notify the Manager in writing of the need to take the leave.

15.5 Pregnancy Leave

15.5.1 Upon the request of an Employee who provides a medical certificate indicating the expected birth date, the Employer shall grant the Employee unpaid pregnancy leave as per the Ontario Employment Standard Act, or up to the expiry of the employment contract, whichever is less.

15.5.2 The Employee shall make a written request for pregnancy leave to the Manager at least four (4) weeks prior to the commencement of the leave.
15.5.3 The four (4) weeks-notice shall not apply if the Employee stops working because of complications due to the pregnancy, birth, stillbirth, or miscarriage that happens earlier. In such circumstances the Employee shall give such notice of the commencement of the leave as is reasonably possible.

15.6 Parental/Adoption Leave

15.6.1 All Employees who have completed thirteen (13) weeks of employment are entitled to parental leave without pay following the birth of the child or the coming of the child into the custody, care, and control of a parent for the first time. The parental leave may begin no later than fifty-two (52) weeks after the day the child is born or comes into the Employee’s custody, care and control for the first time, except that an Employee who has taken pregnancy leave must begin the parental leave when the pregnancy leave ends unless the child has not yet come into their custody, care and control for the first time.

15.6.2 An Employee’s parental leave may end thirty-five (35) weeks after it began if the Employee also took pregnancy leave and thirty-seven (37) weeks after it began.

15.6.3 An Employee shall give written notice to the Manager of her or his intention to take a parental leave, at least four (4) weeks prior to the commencement of such a leave.

15.6.4 Except where the Employee is taking a parental leave immediately after a pregnancy leave, the Employee shall provide Human Resources with a statutory declaration that the Employee is the primary caregiver of the child.

15.6.5 Where an Employee qualifies for such leave as a result of adoption and where the child comes into the care, custody, and control earlier than expected, the Employee shall give reasonable written notice thereof.

21 mai 2019

[Signatures]
uOttawa & APTPUO negotiations (OLBI)

Employer Proposal
presented on February 6, 2019
Employer Proposal
presented on May 1, 2019 (1:45PM)
Counterproposal
presented on May 9, 2019
Employer Counterproposal
presented on May 24, 2019
Without prejudice

Article 16 – Duration of Agreement and Continuance

16.1 This Agreement shall be in effect from the date of signing 01/01/2019 2018-09-01 to 2021-08/31/2023.

16.2 If either Party desires to renew and/or revise this Agreement, such Party shall give written notice to the other not less than ninety (90) calendar days prior to the expiry date established in Article 16.1. Where notice to amend the Agreement is given, the parties shall meet within thirty (30) days. If the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout accrues, whichever first occurs.

16.3 Should it be determined that any provision or provisions of this Agreement are in violation of any legally effective and applicable Federal and/or Provincial Statute and/or Regulation(s) made there under, the Parties agree to amend the Agreement for the sole purpose of making such provision or provisions conform to such Federal or Provincial Statute or Regulation(s). All other provisions of the Agreement shall not be affected thereby and shall remain in full force and effect. In addition, this Agreement may be amended by mutual consent.

16.4 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 or the heading of the article/section.

16.5 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 forty-six (46) months of ratification, to forward the translated version to the Association for its approval.

16.64 IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed in the City of Ottawa, in the Province of Ontario, by their duly authorized officers and representatives this day of.
uOttawa & APTPUO negotiations (OLBI)

Employer Proposal presented on February 6, 2019
Employer Proposal presented on May 1, 2019 (1:45PM)
Counterproposal presented on May 9, 2019
Employer Counterproposal presented on May 24, 2019
Without prejudice

SIGNED at Ottawa, this 24th day of May 2019.

UNIVERSITY OF OTTAWA

APTPUO
## Rates of Pay

### Monetary proposal - uOttawa

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4% vacation pay included in the hourly rate

The hourly rate of pay is applicable to the Language Instructors who are covered by this collective agreement.

24 May 2019
Annex I Memorandum of Agreement – MANDATORY TRAINING

1. All members shall pass mandatory training using the online modules available on the University’s website. These mandatory modules are:
   a. Core training — Worker:
      i. Worker Health and Safety Awareness;
      ii. Violence Prevention;
      iii. Respect in the Workplace;
      iv. Accessibility Standards for Customer Service;
      v. Working Together: The Code and the AODA;
      vi. What to do when someone discloses an alleged incident of sexual violence (Module 1)
   b. Core training — Supervisor:
      i. Supervisor Health and Safety Awareness.

2. The University shall pay a financial compensation of CAD $200.00 to members who complete current and future mandatory training, including for the duration of the collective agreement, including:
   a. The current members who have already completed all the training modules at the time of the signature of the present agreement;
   b. The members who will complete all the mandatory training modules by the end of each academic term and have not yet received the financial compensation of $200.00.

3. Payment will be made no later than forty-five (45) working days after the end of the academic session following the fulfillment of all his/her obligations.

24 May 2019

Aptpuc