ARTICLE 1 DEFINITIONS

EMPLOYEE: ~~An Employee of the Employer who is performing work covered by this Agreement for the duration of their contract~~ **Academic staff appointed to perform bargaining unit work.**

BARGAINING UNIT: **The unit as defined in 2.1 of this Agreement.** ~~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. and those excluded by the Labor Relations Act.~~

DEAN: Dean ~~or their Designate.~~

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

SUPPORT PERSON: A person of the individual's choice who acts in a supportive role but is not an active participant in the process (e.g. friend, Elder, parent, religious advisor or partner). The support person can provide encouragement or other emotional or moral support. The support person's role is not to act or speak on behalf of the Member. The Support Person must not be a witness or otherwise involved in the process, and must agree in writing to maintain confidentiality of the process in which the Support Person is included

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

ARTICLE 2

GENERAL PROVISIONS ~~PURPOSE OF THIS AGREEMENT~~

2.1 BARGAINING UNIT

2.1.1 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 and those excluded by the Labour Relations Act of Ontario.

2.2 PURPOSE OF THE AGREEMENT

2.2.1. 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 **covering rates of pay** and other working conditions.

2.2.2 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**,** ~~.~~ **and to foster a climate of freedom and responsibility appropriate for the promotion of excellence in the University.** It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all Employees.

2.2.3 The APTPUO agrees to collaborate with the Employer in promoting and supporting the bilingual nature of the University.

2.3 ACADEMIC FREEDOM

2.3.1 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/his opinion both inside and outside the classroom, to practice her/his profession as teacher and scholar, to carry out such scholarly and teaching activities as she/he believes will contribute to and disseminate knowledge, to express and disseminate the results of her/his scholarly activities

in a reasonable manner, and to select, acquire, disseminate and use documents in the exercise of her/his 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 obligations of members to meet their duties and responsibilities.

2.3.2 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.

2.4 ETHICAL BEHAVIOUR

2.4.1 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 behaviour.

2.5 PAST PRACTICE

All personal working conditions enjoyed or possessed by Members at the time of ratification of this agreement shall be maintained, subject to the express provisions of this agreement.

ARTICLE 3 ~~SCOPE,~~ UNION REPRESENTATIVES, DEDUCTIONS

~~3.1* 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 and those excluded by the Labour Relations Act of Ontario.~~

3.~~2~~ **1** UNION REPRESENTATIVES

3.~~2~~.**1.**1 The Employer recognizes the Association as the sole bargaining agent for the Members of the Bargaining Unit as defined in this Agreement. The Bargaining Unit as defined in this Agreement can be amended only by mutual agreement of the Parties. The Employer agrees that no Employee or group of Employees can undertake to represent the Association to the Employer without proper authorization of the Association. For this purpose, the Association will inform the Employer in writing of the names and position titles of its representatives and the names of its elected Board Members. The Employer agrees to recognize the status of these persons on receipt of such notice. Likewise, at the beginning of each academic year, the Employer will provide the Association with a list of persons authorized to conduct business with the Association as well as a list of Employer representatives at various administrative and academic levels. The Employer will inform the Association of any subsequent changes to the list.

3.2.2 The Employer recognizes the right of every Member to participate in all lawful Association activities for OLBI, and will not interfere with this right, it being understood that these activities will not interfere with Members' regular tasks.

~~3.3.~~.**2** UNION DEDUCTIONS / DUES CHECK-OFF

3.~~3~~.**.2.2** The Employer will allow the Association to audit the contracts of any or all Employees when there is reason to believe that dues have not been deducted accurately.

3.~~3~~.**2.3** The Employer will pay to the Association an amount equivalent to the amount that was not deducted from the Employee's salary as a result of the Employer's error, if this situation persists for fifteen (15) days following notification by the Association.

3.~~3~~.**2.4** If the Employer remits union dues or contributions to the Association that it was not required to deduct from an Employee's salary, the Employer will inform the Association of this error and the Association must reimburse the amount.

3.~~3.~~**2.5 *** The 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~~.**2.6** * The 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.~~**2**.**7** Once a month, the Employer provides the Association with an electronic report with information regarding its Members, including the following: name, Employee number, department, faculty, home mailing address, telephone number, @uOttawa.ca email address and monthly dues deducted. Within ninety (90) days following the ratification of the Collective Agreement by both Parties, they will agree on the exact information to be contained in the report. The bargaining agent will save the Employer harmless in the event any Bargaining Unit Member files a complaint or grievance or asserts a cause of action against the Employer for either the implementation or administration of this report.

3.~~3.~~**2.8** * All correspondence arising out of or incidental to this Agreement except where otherwise expressly provided shall pass between the Designate of the Association and Academic Labour Relations.

3.3 HOLIDAYS

No employee shall be required to work on any of the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, any other statutory holiday, and any holiday declared by the President of the University.

3.4 MAIL SERVICE

It is acknowledged that the Association may make use of the University's internal post services for the purpose of communication with its members and the Employer. Circular letters, memoranda, and general correspondence from the Association to its members will be delivered to the members through the member's department. Where individual mailboxes for Association members do not exist, chairpersons will make appropriate arrangements for such mail to be delivered. The Association shall cover the costs of all its correspondence to members residing outside the Ottawa area and teaching in off-campus centres. The Association may use the University's external postal services, and the Association agrees to reimburse to the University the postal fees for such service.

3.5 SERVICES ET LOCAUX

3.5.1 L'Association a le droit d'occuper des bureaux convenablement équipés et entretenus, dans un endroit central de l'Université d'Ottawa, conformément aux usages pratiqués à la date de la présente entente. Ces bureaux devront être en mesure d'accueillir au moins quatre (4) bureaux fermés, une salle de réception, une salle de conférence ainsi qu'une salle d'archivage.

3.5.2 On request, the Employer agrees to provide two parking spaces close to the Association office on a yearly basis. The Association will pay the appropriate parking fee.

3.5.3.The Employer shall provide the Association with suitable rooms as required for Union business, free of charge, provided reasonable notice is given and space is available. The Association shall have access to the following services of the University of Ottawa at standard rates for internal users, subject to cost recovery: telephones, mail services, audiovisual and reprographic services, computing and communication services, translation services, material management services, archives and library services.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 ~~L'Université est exclusivement dévolue à l'Employeur, sous réserve des dispositions de la présente convention, ainsi que des lois, des règlements, des politiques et des procédures applicables.~~ **L'Employeur conserve tous les droits et privilèges qui lui sont exclusifs et qu'il possède de par sa fonction ou de par la loi, à la seule exception de ceux pour lesquels la présente convention porte spécifiquement renonciation ou limitation.**

4.3 INFORMATION RELATING TO MANAGEMENT RIGHTS

4.3.1 Sur demande écrite, l'Employeur fournira à l'Association, dans un délai de 15 jours, tout renseignement portant sur les règlements, politiques et pratiques actuelles relatifs à l'emploi des membres de l'unité de négociation ou les conditions de travail entre l'Employeur et les membres. Les parties s'engagent à collaborer de bonne foi dans le partage d'information et de fournir les renseignements demandés dans le délai imparti.

4.3.2 The Employer further agrees to provide the Association through the Labour-Management Committee with timely information on any proposed substantial changes in such rules, policies and practices, as well as the motives for such changes or responses to questions raised by the APTPUO.

4.3.3 After the Employer has advised the Association according to article 4.3.2, the Association shall have thirty (30) days to comment on such changes before they are implemented, except where such implementation must proceed more rapidly, in which case reasons will be given. Such comments may include alternative proposals to improve the situation. The thirty-day period may be extended if the Labour-Management Committee so agrees.

ARTICLE 5 NO STRIKE AND LOCKOUT

5.3 OTHER UNION STRIKES

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 not be required to continue to report to work and carry out their regular duties and shall not be required to perform work normally done by those employees. The exercise of this right to refuse to cross a picket line of another bargaining unit shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action. The employer shall continue to pay the salary and benefits any member who exercises their rights under this subsection.

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

ARTICLE 6 NO HARASSMENT, NO DISCRIMINATION AND NO VIOLENCE

6.5 **NO HARASSMENT, NO DISCRIMINATION** ~~PROCEDURE~~

6.5 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.~~

6.5.1 The parties agree that no member of the bargaining unit shall be subjected to discrimination, interference, hindrance, restriction or harassment with regard to salary, employee benefits, appointment of any type within the University, leave, dismissal or layoff, disciplinary measures, any other term or condition of employment or student status, based on her/his age, race, beliefs, colour, citizenship or permanent resident status, national or ethnic origin, language, political or religious beliefs or affiliations, sex (including breastfeeding and pregnancy), sexual orientation, gender identity, gender expression, marital status, family ties, ancestry, place of origin a handicap or disability, a criminal record or a record of offences, her/his membership in the Association and participation in its legal activities or membership in the bargaining unit, or her/his withdrawal from the Association.

6.5.2 All members of the bargaining unit may resort to any other anti discriminatory provision in accordance with the Ontario Human Rights Code.

6.5.3 The application of any University insurance contract or policy regarding eligibility to benefits for persons aged 65 or more shall be deemed nondiscriminatory.

6.5.4 The Employer shall ensure that no University of Ottawa student who is (or has been) a member of the bargaining unit shall be penalized for his student status for the exercise of any of his rights under this Agreement or by reason of his membership or non-membership or lawful activity in the Association except that nothing in this section shall be construed so as to diminish or eliminate any obligation resulting from his student status.

6.6 DUTY TO ACCOMMODATE

~~The duty to accommodate is a joint responsibility. The Parties agree to act~~ **The parties recognize that the Employer has a legal duty to accommodate members** in accordance with all applicable

legislation, including but not limited to the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act (AODA) and the Occupational Health and Safety Act.

6.7 PROCEDURE

6.7.1 ~~Sur demande, le membre qui a un besoin médical attesté,~~ **Il revient au membre de présenter une demande d'accommodement et, dans ce cas** l'Employeur, le secteur Santé et mieux-être **dans le cadre d'une demande d'accommodement pour palier à un handicap) ou le Bureau des droits de la personnes (dans le cadre d'une demande d'accommodement pour des motifs religieux)** et l'Association, si le membre en fait la demande, coopéreront afin de trouver des mesures d'adaptation raisonnables. Le membre doit être informé de son droit de représentation syndicale.

6.7.2 The medical report of the member's treating physician, or registered mental health professional, shall be accepted as evidence of the disabling condition and need for accommodation.

6.7.3 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:

a) they are required in light of the member's inability to meet satisfactorily the objective requirements of her/his 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/his workload duties.

6.7.4 Aux fins du présent article, le terme « handicap » signifie :

a) tout degré d'incapacité physique, d'infirmité, de malformation ou de défigurement dû à une lésion corporelle, une anomalie congénitale ou une maladie, et, notamment, le diabète sucré, l'épilepsie, un traumatisme crânien, tout degré de paralysie, une amputation, l'incoordination motrice, la cécité ou une déficience visuelle, la surdité ou une déficience auditive, la mutité ou un trouble de la parole, ou la nécessité de recourir à un chien-guide ou à un autre animal, à un fauteuil roulant ou à un autre appareil ou dispositif correctif;

b) une déficience intellectuelle ou un trouble du développement;

c) une difficulté d'apprentissage ou un dysfonctionnement d'un ou de plusieurs des processus de la compréhension ou de l'utilisation de symboles ou de la langue parlée;

d) un trouble mental y compris une maladie de dépendance ou l'alcoolisme;

e) une lésion ou une invalidité pour laquelle des prestations ont été demandées ou reçues dans le cadre du régime d'assurance créé aux termes de la Loi de 1997 sur la sécurité professionnelle et l'assurance contre les accidents du travail. («disability»)

6.8 The Health and Wellness sector **or the Human Rights Office** shall forward the accommodation request and the relevant details regarding the capabilities and functional limitations **or religious accommodation** of the Member to the Dean.

6.9* The Dean in consultation with the Member, the Health and Wellness Office **or the Human Rights Office**, and the Association (when requested by the Member), shall develop and implement an accommodation plan as soon as possible.

6.15 EQUITY

L'Employeur et l'Association reconnaissent la diversité présente au sein du groupe de professeures et professeurs à temps partiel. Cette diversité prend plusieurs formes qui, sans se limiter à cette liste, peut se baser sur l'âge, la citoyenneté, l'origine nationale ou ethnique, l'ascendance, la langue, les affiliations ou croyances politiques ou religieuses, le sexe (y compris la grossesse et l'allaitement), l'identité sexuelle, l'orientation sexuelle, l'état civil, le statut d'étudiante ou d'étudiant ou non, les handicaps physiques, la santé physique et mentale. Cette diversité peut poser des barrières dans le milieu de travail. L'Employeur et l'Association conviennent de limiter activement l'impact de ces barrières afin de favoriser la contribution des membres à la communauté universitaire.

6.16 SEXUAL HARASSMENT

6.16.1 The Employer and the Association agree to take all necessary steps to avoid all forms of sexual harassment with respect to any individual in any matter concerning the application of the provisions of this Agreement or with respect to any applicant seeking to become an employee insofar as the provisions of the Agreement relating to the application process.

6.16.2 For the purpose of this Agreement, the parties agree that sexual harassment shall be defined as:
a) unwanted sexual attention from a person who knows or ought reasonably to know that such attention is unwanted, or
b) implied or expressed promise of reward for complying with a sexually oriented request, or
c) implied or expressed threat of reprisal or actual reprisal for refusal to comply with a sexually oriented request, or
d) sexually oriented remarks and behaviour which may be reasonably perceived to create a negative psychological and emotional environment for work and study.

6.16.3 The parties agree that any allegations of sexual harassment shall be dealt with in a confidential manner and in accordance with University policy

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

ARTICLE 7 ~~LABOUR MANAGEMENT COMMITTEE~~ **LABOUR-MANAGEMENT RELATIONS**

7.1 LABOUR RELATION COMMITTEE

7.4.1 Sur demande écrite, l'Employeur fournira à l'Association, dans un délai raisonnable tout renseignement portant sur les règlements, politiques et pratiques actuelles relatifs à l'emploi des membres de l'unité de négociation ou les conditions de travail entre l'Employeur et les membres. Les parties s'engagent à collaborer de bonne foi dans le partage d'information et de fournir les renseignements demandés.

7.5* The Committee will meet regularly. ~~The Committee will meet three times per year with the first meeting of the year being normally held in September, January and the last one in May.~~ 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.

7.5.1 De plus, l'une ou l'autre partie peut convoquer une réunion, en précisant le ou les points à discuter et la liste des personnes qui y assisteront vraisemblablement. Ces réunions ont lieu au jour et à l'heure convenus par les deux Parties, dans les dix (10) jours ouvrables suivant la réception de la demande de réunion.

7.5.2 L'Association peut demander à rencontrer le vice-recteur ou la vice-rectrice aux études, dans le cadre de ce Comité Employées et Employés-Employeur, afin de discuter de questions d'intérêt commun. Chaque partie informe l'autre des points proposés pour l'ordre du jour au moins cinq (5) jours ouvrables d'avance.

7.5.3 Suivant une rencontre du Comité et si un suivi est nécessaire ou des informations doivent être partagées, il est entendu que la partie qui doit transmettre des informations informera l'autre partie, dans les trois (3) jours ouvrables, du délai estimé pour fournir une réponse ou l'informations demandées. L'information ou les suivis seront fait par courriel et il est entendu que les parties s'engagent à agir rapidement et de façon diligente.

7.7 CORRESPONDENCE

7.7.1 All correspondence between the parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the President (or designate) of the Association and the management of Faculty Affairs or designate.

7.7.2 Where the Agreement specifies notice in writing or requires the exchange of correspondence, the internal post system of the University shall normally be deemed an acceptable means of communication. Such notices or correspondence may be sent by electronic mail transmission provided the original is also sent through the University's internal postage system without undue delay.

7.7.3 For the purposes of the present collective agreement, and in the absence of proof to the contrary, receipt of any notice or other correspondence shall be deemed to have occurred five (5) working days after the date of expedition for all regular mail, and one working day for electronic mail.

7.7.4 Where a member is on leave in accordance with the current collective agreement, the Employer shall forward any notice or other documentation related to the member's status as part-time professor to her/his last known address.

7.7.5
a) A copy of all correspondence from the Employer or its representative(s) to any bargaining unit member, relating to matters covered by Articles 6 (absence of discrimination and/or harassment), 6.6 and 6.7(accommodation), 2.4 (ethical behaviour), 12 (grievance and arbitration), 8.4 (seniority), 8.6 (period of interrupted service), 9 (cancellation of contract or posting), and 11 (discipline and discharge) shall be forwarded to the Association.

b) An Association representative may consult during regular hours any documents held by a department concerning an Association member and, if she makes such a request, obtain copies of said documents at the Association's expense, after giving reasonable notice and upon presentation of written consent of the member, or upon presenting an order from an arbitrator or a court having jurisdiction. In no case can the Association representative remove the file from the department. However, it is understood that the Association representative will have access to a photocopier to make copies.

c) Upon making an appointment forty-eight (48) hours in advance, any employee can consult her/ his file at the department during regular office hours. The employee can also be accompanied by a union representative if so desired and as long as she/he advises the department accordingly when making the appointment. Access to the file must be granted in presence of the director or its delegate. The file cannot be removed in any case from the department by the employee or its representative.

d) The employee or the union can obtain a copy of any document in the employee's personal file by paying the fee set out in the Ontario Freedom of Information and Protection of Privacy Act.

e) The University cannot disclose an employee's personal information, except when complying with the provisions of 7.7.5 b)

7.7.6 Les membres doivent recevoir toute communication de la part de l'Université, incluant toute plainte et tout document s'y rattachant, dans leur langue officielle préférée de communication.

7.8 HEALTH AND SAFETY

7.8.1 The Employer acknowledges its responsibility to provide a safe and healthy working environment, and to provide any facilities, supplies and services, and to follow any procedures required by the Occupational 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 member 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.

7.8.2 No employee shall be required to act, nor shall she/he act in a manner which constitutes a health and safety hazard.

7.8.3. The Employer will distribute to APTPUO members all Health and Safety notices and information distributed to full-time staff. The Labour-Management Committee will develop a fact sheet dealing with Health and Safety measures and information on responses to emergency situations for distribution to APTPUO members.

7.8.4 The Employer will consult with the Association and inform them of any major changes to Health and Safety Policies.

7.9 INFORMATION

7.9.1 Sans porter préjudice aux obligations décrites dans d'autres articles de cette convention collective, l'Employeur donnera accès à l'Association au logiciel UOHMS ou autre logiciel similaire afin d'obtenir des informations sur sa membriété. L'accès sera limité et l'Association ne pourra modifier aucune information. Toutefois, l'accès permettra notamment, mais non limitativement, à l'Association d'extraire les informations suivantes :

a. Rapport démontrant, par Faculté et par département, les offres de cours (cote de cours, titre du cours et nombre de sections) pour chaque session ;
b. Liste des membres actifs de l'unité de négociation avec l'ensemble de leurs coordonnées, le numéro d'employé, le sexe, leur département d'attache ainsi que leur langue de préférence;
c. Rapport d'embauche pour tous les cours durant une session donnée comprenant le nom du membre, la cote de cours, la section, le type d'affichage (régulier, étudiant, post-doctorant), la catégorie du cours, la catégorie du membre, le nombre de points d'ancienneté, le nombre d'étudiants prévus à l'affichage, le nombre d'étudiants réellement inscrits. Pour la Faculté de droit les mêmes informations seront disponible pour la session intensive de janvier.
d. Rapport d'embauche pour tous les cours durant une la session donnée énumérant le nom et les cours offerts à des professeurs non représentés par l'Association;

7.9.2 L'employeur s'engage à partager tous les résultats bruts d'un sondage, collecte d'information ou d'une étude pour lequel les membres de l'unité de négociation sont sollicités. Pour chaque sondage, collecte d'information ou étude, l'employeur s'assurera que la méthodologie permettra de cibler les réponses des membres de l'unité de négociation et de les comparer aux autres groupes.

7.10 ACCOMPAGNEMENT PAR UNE PERSONNE DE SOUTIEN

En tout temps et durant toute rencontre avec l'employeur relativement à l'application de la présente convention ou d'une politique de l'Université, un membre est en droit d'être accompagné par une personne de soutien. Il est entendu que la personne de soutien peut assister à la réunion à titre d'observateur seulement et ne peut parler au nom du membre ni le représenter.

ARTICLE 8 APPOINTMENT

8.1 JOB POSTING

8.1.3 ~~Exceptions to normal posting procedure may arise at times.~~ **If a posting is made within the 30 day period to the start of the term, or after the start of the term,** t~~T~~he Association has to be informed of the posting. The reason for the exception will be provided ~~upon request~~ **to the Association in writing** .

8.1.6 Les descriptions de cours doivent être affichées le plus tôt possible et il est entendu que l'affichage se fera le 1er avril de chaque année pour les sessions d'automne et d'hiver suivantes et le 15 janvier pour la session printemps-été. l'unité scolaire doit afficher simultanément tous les cours offerts pour une session déterminée pour les membres de l'unité.

Il est entendu que le mode d'enseignement du cours relève de la responsabilité professionnelle du membre et de sa liberté académique. Ainsi, une fois le contrat octroyé, le département et le membre devront s'entendre sur le mode de livraison du cours.

No changes can be made to the required qualifications indicated in an offer of employment without first having been agreed to by representatives of the Association during a meeting of a joint committee and upon presentation of supporting documentation justifying the changes. The minimum requirement is a Master's in the field being taught. Under no circumstances may prior evaluations be included as minimum required qualifications.

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. **It is understood, however, that the Employer shall not refuse to consider an application filed without a C.V. if the applicant had in fact filed one during the three (3) previous sessions.**

8.2.3 The Employer **must** considers ~~whenever possible~~, in the assignment of work, 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 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 grandparented rights first and then shall consider applicants who are qualified with the most seniority ~~in the specific program~~.
8.3.2 The assignment of courses should normally be completed within ten (10) days ~~from the start of the contract of the end of the posting date~~. 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.

8.4 SENIORITY

8.4.1 Members shall accumulate seniority based on the number of teaching hours w~~ithin each specific program~~. Seniority shall be accrued from the seniority list in effect at the time of ratification.

8.4.3 A member shall receive the equivalent of two(2) courses worth of hours, averaging the hours of revenue generating non-credit language courses, for each complete year during which the member has filled any of the seven (7) positions on the Association Executive Committee.

8.4.4 A member shall receive the equivalent of two (2) courses worth of hours, averaging the hours of revenue generating non-credit language courses for each year the member served on the negotiation committee.

8.4.5 A member shall receive the equivalent of one(1) courses worth of hours, averaging the hours of revenue generating non-credit language courses for each year the member participates on a University or joint employer-employee committee.

8.4.6 At the end of each year, the APTPUO shall forward to the Employer written confirmation of the participation of its members in various activities as set out in paragraph 8.4.3, 8.4.4. And 8.4.5 and the allocation of hours in accordance with said paragraphs.

8.4.7 By September 1 of each year, the University shall post the Association member list on its website, including their hours per program taught. It shall remain available on the website until the new list is available the following year.

8.5 HIRING

8.5.1 Each Employee shall receive from the Employer:

a) the Internet link to find and view the collective Agreement;
b) the Internet link to the APTPUO website;
c) an identification card valid for the length of the contract~~.~~**;**
d) a copy of all academic regulations of the department or faculty relevant to the contract.

8.6 PERIOD OF INTERRU~~M~~PTED SERVICE

8.6.1 ~~An individual who is not in the Bargaining Unit for a period of twenty-four (24) months or longer shall lose all teaching hours previously accrued unless the Member was on leave as per Article 15.~~

An individual who is not in the bargaining unit for a period of twenty-four (24) months or longer shall lose all hours previously accumulated.
There shall be seven (7) exceptions:

a) an individual holding the position of President, Vice-President and Secretary, Treasurer or Grievance Officer of the APTPUO during such a period;

b) members on leave as specified in article 15 of this agreement;

c) members who have formally applied for work in each of the successive winter and fall terms after the twenty-four (24) month period;

d) members who, for reasons beyond their control and for a limited time, have taken up residence where regular back-and-forth trips are not possible, on the condition that they present a valid supporting document and a favorable recommendation from the Labour-Management Committee;

e) Pour des raisons de santé qui empêche le membre d'accomplir du travail de l'unité de négociation;

f) les membres qui suspendent leur enseignement à temps-partiel pour occuper une position à temps-plein non permanente au sein de l'université;

g) les membres qui poursuivent des études au cycle supérieur;

8.7 REPORTS

8.7.1 No later than the last week of the first month in a given Term, an electronic list of all hiring since the last report shall be sent to the Association **and shall be posted on a Human Resources website** . This list shall contain the full names of the persons hired, the course code and the number of teaching hours.

8.7.2 Si des changements sont apportés au rapport d'embauche **expédié et** affiché **conformément à l'article 8.7.1**, l'Employeur en avisera l'Association par écrit **ainsi que les membres de l'unité. L'employeur s'assurera de mettre à jour le rapport d'embauche sur le site web des Ressources humaines dans un délai raisonnable.**

8.8 GENERAL LIABILITY INSURANCE
8.8.1 The University shall provide insurance coverage in respect of the liability of Members acting within the scope of their employment to the extent provided by the Canadian Universities Reciprocal Exchange (CURIE) policies.

8.8.2 Members who determine that the insurance coverage provided by the University is not adequate to meet their individual needs may purchase additional insurance at their own expense.

8.8.3.Responsibility for the management of any claim covered by the University's insurance policies rests solely with the insurer.

8.8.4 Timely notice will be given to the University by the member of any action or claim of which a member has knowledge, or of any occurrence or situation that a member ought reasonably to know might give rise to any action or claim.

8.8.5 This Article and any insurance obtained pursuant to it does not apply to legal action initiated by a member nor to any civil or criminal proceedings that might be initiated by the University against a member.

8.9 INFORMATION TECHNOLOGY

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

8.9.2 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.

8.9.3 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.

8.9.4. Members who participate in such programs shall be paid for their time according to the applicable rate of pay. Nothing shall prevent a Member from introducing or using information technology as part of a course, if she so wishes.

8.10 DURATION OF APPOINTMENT

8.10.1 An appointment terminates on the date set out in the contract.

8.10.2 Any additional work after the termination of the contract date shall be optional for the member.

8.10.3 If the member agrees to perform extra work the member shall be compensated with a new contract at the rate of pay of the member.

8.11 RELEVÉ D'EMPLOI

Sur demande d'un membre, l'employeur fournira dans les sept (7) jours un relevé détaillé des cours enseignés indiquant la côte et le titre du cours.

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

ARTICLE 9 CANCELLATION OF CONTRACT

9.1 **The Employer reserves the right to cancel or combine courses where the enrolment is 25 students for non-credit courses.**

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

9.2* A member who has accepted an appointment which was offered to her/ him in writing, shall receive the following indemnifications:

a) the hours which they would have thought for the class and;

b) if the cancellation occurs within five (5) days of the contract's start date, fifteen (15) percent of the value of the contract shall be paid should the member never have taught the course before. If the member has taught the course previously, ten (10) percent of the value of the contract shall be paid

c) if the cancellation occurs after the start date of the contract but before fifty (50) percent of the teaching has been performed, fifty (50) percent of the value of the contract shall be paid. If cancellation occurs after fifty (50) percent of the teaching has been performed, the full value of the contract shall be paid;

~~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 92% of the assigned work. 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***After the position has been offered and accepted the Employer may not change any conditions of employment.**

~~At the exception of the aforementioned, if the Employer cancels a contract within five (5) 21 days days of the contract's start date, the Employee shall be paid a cancellation stipend of 15% of the value of the contract should the Member have never taught the course before. If the Member has taught the course previously, ten (10) percent of the value of the contract shall be paid.~~

9.5* A copy of all correspondence from the Employer or its representative(s) to any bargaining unit member, relating to matters including course cancellation shall be forwarded to the Association. In the case of cancellation, the Employer shall include the following information, date of original contract, date of cancellation, reason for cancellation, hours awarded to the member and payment made to the member where appropriate.

~~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~~

ARTICLE 10

ÉVALUATION

~~10.1 La création d'un environnement d'apprentissage de haute qualité en salles de classe est bénéfique aux deux parties et une évaluation de cours doit être faite dans tous les cours.~~

~~10.2 Les employés recevront dans les meilleurs délais toute copie du rapport de synthèse de l'évaluation de leur enseignement par les étudiants, lorsqu'elles seront disponibles.~~

~~10.3 Si un employé souhaite commenter son rapport ou y associer tout autre document qui pourrait influencer l'interprétation de ce rapport, l'employé doit envoyer au gestionnaire une lettre comprenant (a) une copie du rapport sommaire en question, (b) tout commentaire que l'employé souhaite faire, et (c) tout autre document pertinent. L'ILOB doit conserver cette information et doit en tenir compte chaque fois que les rapports de l'employé seront examinés.~~

~~10.4Les enseignants de langues à temps partiel doivent avoir accès aux services d'évaluation et aux services-conseils de l'ILOB.~~

~~10.5 L'évaluation du rendement doit être effectuée par l'Employeur. L'Employeur doit choisir les outils de gestion du rendement appropriés.~~

~~10.6 Lorsque l'Employeur estime que l'évaluation du rendement d'un employé est insatisfaisant, l'employé peut se voir imposer des mesures disciplinaires en vertu de l'article 11 (Discipline et congédiement).~~

~~10.7 Les évaluations formelles de l'enseignement d'un membre doivent avoir lieu seulement dans le cadre d'une procédure disciplinaire pour travail insatisfaisant, conformément à l'article 11.~~

**** Avant de déposer des propositions sur cette section, l'Association aimerait obtenir les information suivantes pour la période du 1er septembre 2018 à aujourd'hui:*

- *Le nombre d'évaluations du rendement effectuées;*
- *Le nom des professeur.e.s qui ont eu un évaluation;*
- *Les résultats de ses évaluations;*
- *Le(s) suivi(s) effectué(s) par l'employeur dans chacun des cas insatisfaisants;*
- *Copie des correspondances adressées aux membres;*

Les informations devraient être soumises par session et par côte de cours.

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

ARTICLE 11 DISCIPLINE AND DISMISSAL

11.3 Nonobstant les articles 11.1 et 11.2, dans des circonstances exceptionnelles, l'Employeur se réserve le droit d'imposer des mesures disciplinaires pour cause à l'endroit d'un membre sans d'abord avoir suivi le processus de la discipline progressive. Dans de tels cas, l'Employeur doit ~~prendre les mesures raisonnables pour~~ consulter l'Association avant l'imposition d'une telle mesure. De plus, il est entendu que rien dans cet article n'empêche l'Employeur de se servir ou d'introduire comme preuve à tous les niveaux du processus de grief ou d'arbitrage les antécédents disciplinaires du membre se rapportant à l'infraction alléguée.

11.5 Le cas échéant, avant d'imposer des mesures disciplinaires, le doyen ou **la doyenne** ~~ou son délégué ou sa déléguée~~ **doit** :

i) **Aviser l'employée ou l'employé par écrit de l'heure et de l'endroit d'une réunion pour discuter du problème et de son droit d'être accompagné d'un représentant ou d'une représentante de l'APTPUO à cette réunion. L'Association doit être mise en copie conforme sur toutes correspondances adressées à un membre relativement à l'application de l'article 11, y compris les invitations aux rencontres disciplinaires;** ~~i) doit informer l'employé par écrit de l'heure et de l'endroit d'une rencontre pour discuter du problème et doit aviser l'employé de son droit d'être accompagné d'un représentant de l'APTPUO lors de cette rencontre.~~

ii) L'avis de convocation doit contenir les détails pertinents de ce qui est reproché ainsi qu'une copie de toutes preuves ou pièces justificatives que l'employeur entend utiliser à la rencontre;

iii) retarder l'imposition des mesures disciplinaires pour sept (7) jours (au pro rata pour les sessions autres que l'automne et l'hiver mais pour une durée d'au moins trois (3) jours ouvrables), dans les cas où le renvoi de l'employé ou l'employée ou une suspension sans paye est envisagé et que l'employé ou l'employée en fait la demande.

Il est entendu que, dans des circonstances exceptionnelles, l'Employeur a le droit de suspendre un employé ~~avec ou sans solde durant la période nécessaire à l'étude du problème, et ce, avant l'imposition de toute autre mesure disciplinaire.~~ **avec paye pour la période durant laquelle le problème est étudié, de même que durant le délai mentionné à la section 11.5 (iii), et ce même avant l'imposition de toutes autres mesures disciplinaires. Avant de procéder à une suspension avec paie, le doyen ou la doyenne doit convier le membre ainsi que l'Association à une rencontre afin d'exposer clairement les circonstances exceptionnelles ainsi que les motifs justifiant une suspension avec paie.**

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

11.5.1 Un membre ne peut pas être l'objet d'une mesure disciplinaire pour manquement à un règlement, à moins que ce règlement :

a. soit raisonnable et n'aille pas à l'encontre des dispositions de la présente convention ; et

b. ait été promulgué et diffusé par les autorités compétentes.

11.6.2 A complaint is receivable and can be reviewed by the Dean only if it meets the following conditions:
a) it is a written complaint setting out the facts alleged against the member;
b) the complaint is signed and dated by the author or authors;
c) the alleged facts do not date back more than three (3) 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.

11.6.2.1 Tout comportement présumé pouvant mener à une procédure disciplinaire contre un membre doit faire l'objet d'une enquête appropriée par le doyen ou la doyenne du membre, étant entendu que :

a. Toute plainte non sollicitée contre un membre lui est communiquée dans les dix (10) jours de sa réception, par écrit, en prenant les précautions nécessaires pour préserver l'identité de son(ses) auteur(s) lorsque cela est approprié ;

b. Lorsque le doyen ou la doyenne transmet une plainte à un membre, il ou elle invite ce dernier à commenter la plainte verbalement ou par écrit dans les dix (10) jours ouvrables. De plus, le doyen ou la doyenne demande au membre, par écrit, de communiquer avec son représentant syndical ou sa représentante syndicale. Le doyen ou la doyenne ne peut prendre aucune mesure avant d'avoir envoyé une copie de la plainte au membre visé et avant l'expiration du délai de dix (10) jours ouvrables.

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

c. **Une fois les commentaires du membre reçus par le doyen ou la doyenne, celui-ci ou celle-ci doit informer le membre des suites à donner à la plainte dans les dix (10) jours ouvrables suivants la réception des commentaires. Le doyen ou la doyenne peut soit:**
   i) Fermer le dossier de plainte, avec ou sans lettre d'avertissement;
   ii) Initier une enquête sur les faits allégués;
   iii) Imposer des mesures disciplinaires;

d. **À défaut d'une réponse ou d'un suivi de la part du doyen ou de la doyenne dans le délai indiqué au paragraphe c), le dossier de plainte sera réputé réglé et aucune mesure disciplinaire ne pourra être prise contre le membre.**

e. **Toute enquête, évaluation ou sollicitation d'opinion faite par le doyen relativement à un membre doit strictement être limité a l'objet de la plainte contre le membre;**

f. **Le membre dont le comportement présumé fait l'objet d'une enquête est informé par son doyen par écrit, avant le début de l'enquête, du déroulement de l'enquête, du délai requis et de la nature des mesures que prend le doyen;**

g. **Le membre dont le comportement présumé a fait l'objet d'une enquête est informé des résultats, par écrit, par son doyen dans les quinze (15) jours ouvrables suivant la fin de l'enquête.**

Bien qu'il lui soit possible de déléguer tout ou partie de la procédure d'enquête, le doyen est en dernier lieu responsable de la décision prise à l'issue de l'enquête, y compris celle d'imposer une mesure disciplinaire, le cas échéant.

11.6.3 If the dean determines, after the expiry of the delays established in 11.6.2.1 e) , 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.

11.6.4. 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 irreparable 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 teaching skills.

11.7.2 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.

11.8 L'employé qui fait l'objet d'une mesure disciplinaire doit être informé par écrit de la nature de la mesure disciplinaire, des motifs justifiant cette dernière et de son droit de déposer un grief **et des délais afférents** ~~et~~ **ainsi que son droit** d'être représenté par l'Association.

11.8.1 If an employee wishes to grieve his/her discipline, Steps 1 and 2 as set out in 12 shall be modified in the following manner:

a) at Step 1, the dean shall replace the chairperson;

b) at Step 2, an Association Union officer shall meet with the management of Faculty Affairs.

Subject to Article 12 time limits for these steps remain as set out in 12.2.

11.8.2 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 Association may order that the identity of the student be disclosed to him or her.

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

ARTICLE 12 GRIEVANCE PROCEDURE AND ARBITRATION

12.1 DEFINITION OF A GRIEVANCE

12.1.3 ~~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, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated by the Association at step two (12.2.5).

12.1.4 A policy grievance involves a question of general application or interpretation of this Agreement and shall be initiated by the Association ~~or the Employer~~ **at step 3 (12.3).**

12.1.5. ASSOCIATION AND MEMBERS RIGHTS

12.1.5.1 The Employer acknowledges the rights and duties of the Association Officers and/or designates to assist employees in preparing and presenting a grievance and to accompany a member if she/he wishes at any meeting in step one of the grievance procedure.

12.1.5.2 The Employer agrees to cooperate with the Association Officers and/or the Association in providing relevant information concerning a grievance or a potential grievance.

12.1.5.3 The parties agree that every grievance shall be treated in a confidential manner up to arbitration.

12.1.5.4 It is understood that no member can conclude with the Employer or its representative(s), and vice-versa, any agreement which may contravene this Agreement without the consent in writing of the Association.

12.2* GRIEVANCE PROCEDURE

12.2.2.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 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. **If the employer fails to follow the Grievance procedure or time limits, the grievance shall be deemed settled as the requested remedy settled in the grievance form.**

Any of the time limits set out in this article may be extended if mutually agreed to in writing. Such extension shall not be unreasonably withheld.

In the case of a complaint or grievance involving the allotment of a course or courses, the parties agree that it is preferable to arrive at a solution before the beginning of the academic session in which such a course or courses are to be taught.

12.2.3 ~~INFORMAL PROCESS~~ **STEP ONE: INFORMATION**

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 ~~ten (10)~~ **twenty (20)** 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 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.**1 The Manager shall forward her/his decision in writing to the grievor and the Association within fifteen (15) working days of the meeting.**

12.2.4.2 No complaint can proceed beyond Step 1 unless assumed as a grievance by the Association.

12.2.5 ~~FORMAL PROCESS~~ **STEP TWO: GRIEVANCE**

~~If the complaint is not resolved during the informal process, a grievance shall be set forth in writing, signed by the Association representative, and submitted by the 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 Association became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.~~

Si la plainte n'est pas réglée à la première étape ou si la première étape ne s'applique pas, l'Association doit soumettre au doyen ou à la doyenne un avis formel de grief en exposant la nature du grief, la question à résoudre, les dispositions de la convention qui n'ont supposément pas été respectées et le redressement demandé. Cet avis doit être signé par

l'Association et doit être soumis dans les vingt (20) jours ouvrables suivant la réception de la réponse du directeur ou de la directrice ou après que le membre a pris connaissance ou aurait normalement dû prendre connaissance des circonstances de l'incident donnant lieu à la plainte.

~~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 the grievor and the Association representative.~~

12.2.6 Dans le cas d'un grief collectif initié à la deuxième étape, l'avis formel de l'Association doit être livré dans les vingt (20) jours ouvrables après que l'Association a pris connaissance ou aurait normalement dû prendre connaissance des circonstances de l'incident donnant lieu au grief.

12.2.7.1 During the meeting, the parties will have all relevant information on hand pertaining to the grievance. The Employer shall provide the Association with all the information required on the grievance form at least one day prior to the grievance meeting.

12.2.9 If the grievance is neither settled during the formal process, nor withdrawn in writing, it may be ~~taken to~~ **referred to** arbitration by the grieving Party by, pursuant to section 12.3, provided a written notice signed by the appropriate representative is submitted to the other Party within **twenty (20)** ~~fifteen (15)~~ working days of the reply from either the Academic Labour Relations or the Dean.

12.3* **STEP 3: REFERRAL TO** ARBITRATION

12.3.1. If the grievance is not settled at step 2, the APTPUO may forward to the management of Faculty Affairs, a written request for arbitration signed by the Grievance Officer and/or her/his designate within twenty (20) working days after receipt of the Employer's written reply as required by step 2.

In the case of a policy grievance, the Association shall file a notice to the management of Faculty Affairs and indicate which provisions of the collective agreement are involved..

The referral for arbitration shall contain details of the grievance, the specific provision(s) or interpretation of the Agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board

12.3.1.1 Upon receipt of the notice or in any event within fifteen (15) working days, the management from Faculty Affairs shall convene a meeting with a representative of Association, the aggrieved member if needed and the dean (or with the Association representative alone in the case of a policy grievance) to explore the possibility of settlement. If no settlement is reached, the management from Faculty Affairs shall inform the Association in writing within fifteen (15) working days of the meeting and confirm that the matter will proceed to 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.~~

12.3.1.2 Both parties agree to retain an arbitrator within thirty (30) days following the referral to arbitration. After the arbitrator has been selected, the Employer and the Association shall arrange with the designated arbitratorfor the hearing of the grievance.

12.3.1.3 If the parties mutually agree on a settlement at any point during the grievance process, the parties shall take all reasonable steps to implement the terms of settlement before the end of the academic session in which the settlement is reached.

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. **The parties agree to use University facilities whenever possible.**

12.3.3 AUTHORITY
The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or her/him specific authority to do so or to make an award which has such effect.

12.4 DECISION NOT TO GRIEVE OR TO WITHDRAW A GRIEVANCE

If the Association notifies the Employer in writing of a complaint or of an alleged violation of the Agreement, but indicates a decision not to grieve, this decision will be without prejudice to grievances in similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation(s) of the Agreement that allegedly have been violated. Further, the withdrawal of a grievance at any age shall be

without prejudice to grievances in similar matters if the Employer receives written notification of this decision by the Association.

12.5 ARBITRATORS

The parties agree that for the duration of the present Agreement, the persons listed herein may be chosen to sit as a single Arbitrator.
1) William Kaplan (EN)
2) Bram Herlich (FR/EN)
3) Jules Bloch (FR/EN)
4) Brian Sheehan (EN)
5) Caroline Rowan (FR/EN)
6) George Surdykowski (EN)
7) Paula Knopf (EN)
8) Lyle Kanee (EN)
9) Johanne Cavé (EN/FR)010
10) Michelle Flaherty (EN/FR)

ARTICLE 13 WORKING CONDITIONS, BENEFITS AND OUTSIDE ACTIVITIES

13.1* FACILITIES

13.1.1 ~~Dans la mesure où les ressources de l'Université le permettent, l~~**L**'Employeur doit fournir aux membres les installations et les services qui sont raisonnablement nécessaires pour s'acquitter efficacement de leurs responsabilités en lien avec leur travail **tels des services de bibliothèque et d'informatique, des services techniques et de secrétariat et autres services de soutien.** Un compte de courrier électronique doit être créé pour chaque membre **au moment de l'obtention** ~~au plus tard à la date de la première paye~~ du contrat d'enseignement et rester ouvert aussi longtemps que le nom du membre figure sur la liste d'ancienneté. **Le membre a accès aux services de la bibliothèque dès l'obtention d'un contrat d'enseignement. L'accès aux installations sportives du pavillon Montpetit et aux avantages consentis par la Libraire universitaire aux membres sera maintenu tant que le membre apparait sur la liste d'ancienneté.**

Dès l'obtention d'un contrat d'enseignement et jusqu'à un (1) ans suivant la fin de son dernier contrat, un membre aura accès à l'ensemble des logiciels informatiques offert par l'Université.

~~L'employé doit être responsable des installations, de l'équipement et des manuels de cours lorsqu'il est responsable d'un cours, et il doit rendre en bon état tout le matériel fourni par l'Université à la fin de sa nomination~~

13.1.3 **It is understood that a department shall provide a copy of the required textbook and, in units where special methods are specified, access to a reasonable number of manuals setting out the required teaching methods.**

~~Members required to teach evening courses will be entitled to receive a parking permit for evenings at the regular cost of such permits.~~

13.1.3.1 **Part-time academics shall have reasonable access to office space, with access to a computer and printing, to perform part of their workload duties.**

A member shall be provided with access to:

(a) one (1) computer (including monitor, keyboard, mouse, and necessary cables) capable of connecting to the University network and capable of running such software applications as described in (b) below;

(b) software applications, to perform basic email, calendar, word processing, spreadsheet analysis, and presentation functions; and

(c) access to networked printing resources;

If a technological device ceases to function adequately and cannot be restored to normal function, the Employer shall provide a replacement device.

13.1.4 For the duration of the session, the member will have access to a locker or space in a lockable filing cabinet The member will return the key at the end of the session.

13.1.5 When members teach online courses, they receive a maximum of $15 per month reimbursement for Internet fees upon presentation of a receipt confirming such expenses during the session in which the course is given. In this situation, if the member requests an acknowledgment
under 13.1.2, the form must show that the reimbursement in question has been given.

13.4* TEACHING SUPPORT

13.4.1

Members of the bargaining unit will have access to support from 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 Association recognizes that the availability of some materials may be beyond the control of the Employer and therefore not available.

~~Members of the Bargaining Unit will have access to support from OLBI.~~

~~13.6 ACTIVITÉS EXTÉRIEURES Aucun employé ne doit exploiter son affiliation avec l'Université. Toute autre activité professionnelle extérieure qui pourrait raisonnablement être perçue comme un conflit d'intérêts ou compromettre les obligations, les devoirs et les responsabilités de l'employé doit être divulguée au gestionnaire.~~

13.7 PARKING

13.7.1 The Association shall be entitled to appoint one (1) member to the University of Ottawa Parking Committee. 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.

13.7.2 When an employee is appointed or assigned duties at a place of work within the City of Ottawa but not on either campus of the University, the Employer will reimburse reasonable parking costs incurred upon submission of receipts.

13.7.3 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.

13.7.4 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.

13.7.5 Subject to availability of parking permits, Association 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.

13.8 SERVICE DE SANTÉ DE L'UNIVERSITÉ ET PROGRAMME D'AIDE AUX EMPLOYÉS

13.8.1 Tous les membres peuvent se prévaloir du Service de santé de l'Université sans frais aux mêmes conditions que les autres employés et employées de l'Université.

13.8.2 De plus, les membres de l'unité de négociation ainsi que les membres de leur famille auront accès au programme d'aide aux employés offert à l'Université.

13.9 COUNSELLING AND PERSONAL DEVELOPMENT SERVICE

All members of the bargaining unit shall be entitled to make use of the University's Counselling and Personal Development Service, with the exception of personal therapy, free of charge during summer months.

ARTICLE 14 COPYRIGHT

14.1* Except as provided for in 14.3, 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.

14.2 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.

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

14.4 COMMERCIAL EXPLOITATION AND USE

14.4.1

a) The parties agree that no commercial exploitation of an original work described in 14.3 shall be undertaken without the consent of the member.

b) Subject to 14.5.1, the employer may enter into an agreement with the member regarding the commercial exploitation of an original work for which the member holds the copyright.

14.4.2 It is understood that the member shall grant to the Employer a nonexclusive, royalty-free, irrevocable and non-transferable right to use any work developed pursuant to 14.1 for a minimum of 2 years for University purposes. After such time, the member may withdraw this right. The permission given under 14.4.2 does not include the right to use course notes, that is, material prepared by the member for his use in interpreting or presenting the content of his course material or as a tool to assist in delivering the course, either in handwritten or other

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

notes. Without limiting the interpretation of the preceding sentence, the expression "course notes" does not include laboratory manuals distributed to students.

14.4.3 The permission given under 14.4.2 does not include the right to use the original work online, or for purposes other than those for which it was originally produced, or to alter the work in any way, including its content, format or medium, without the member's consent. When the work is translated, the member will approve the translation and may request that his name not be used with the translated work.

14.5 DISTRIBUTION OF REVENUE

14.5.1 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

14.5.2 When the Employer and member have entered into an agreement for the commercial exploitation by the Employer of an original work for which the member holds the copyright, as described in 14.4.1.b), the agreement must specify that the Employer must remit to the member 75% of the net revenue that the Employer receives from this commercial exploitation.

14.5.3 Where the work is authored by more than one person, the Employer shall determine the amount payable to each, based upon the relative contribution of each to the work

14.5.4 Net revenue" in 14.5.1 means any money received as a result of the development or commercial exploitation of the works described in 14.3, less any expenses incurred by the Employer or by any agent or agency retained by the Employer to exploit the work commercially.

14.5.5 The Employer shall, on an annual basis, provide the author with an internally audited accounting of the proceeds and expenses related to the exploitation of the work. Further, the author shall have open access to all financial documentation, agreements, contracts, statements and other information required to verify compliance with this subsection.

14.5.6 An employee may request, in writing stating reasons, that the Employer completes the form based on Canada Revenue Agency (currently the T2200 Form) rules and regulations as required for the employee to use in support of a claim for qualifying employee expenses.

~~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.~~

ARTICLE 15 **ABSENCES AND** LEAVES

15.1 ABSENCES- GENERAL

15.1.2 An employee shall, as soon as possible, advise the chairperson of her/ his inability to perform her/his scheduled duties and the reasons thereof. Except in the case of sick leave pursuant to 15.3, the employee shall also make all reasonable efforts to reschedule those duties to another appropriate time when the employee is able to attend, or to make such other arrangements with respect to substitution of personnel, by trading work assignments or amendment of the work as may be agreed to by the dean or her/his designate. Such an agreement shall not be unreasonably withheld. For the purposes of article 15, a workday refers to a day during which a member teaches, holds an in-class exam or, if the employment contract includes labs, a day during which a member holds a lab. Office hours are not recognized for the purposes of article 15.

15.3 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 **three (3)**~~one (1)~~ work day of sick leave for each term of employment. **These days will be paid at the regular rate of pay of the member.**

15.3.4 An employee that she/he is unable to return to work following a period for which sick leave with pay was granted, shall not lose seniority previously acquired, and shall gain seniority as if she/he had completed the work assignment in which she/ he was engaged when she/he became ill, provided that the person is available for work at the conclusion of the period covered by medical certification, and in any event, not later than one (1) year from the initial granting of sick leave with pay.

15.4* BEREAVEMENT LEAVE

15.4.1 Provided that the provisions of 7.1 have been complied with, an employee shall be granted up to four (4) consecutive days leave, the first two (2) of which are with salary and benefits and the last two (2) of which are without salary or benefits, in the case of the death of the following person:

~~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 The employee's spouse, ou;

- **A parent, step parent, foster parent,of the employee or the employee's spouse;**
- **A child, step-child or foster child of the employee or the employee's spouse;**
- **Grandparent, step grandparent, grandchild or step grandchild of the employee or the employee's spouse;**
- **The spouse of a child of the employee;**
- **The employee's, brother or sister;**
- **A relative who is dependent on the member for care or assistance.**
- **In exceptional circumstances, additional leave may be granted by the Employer; the Employer may also consider cases of bereavement other than those listed above and may grant leave at its discretion.**

~~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* **PARENTAL LEAVE** ~~PREGNANCY LEAVE~~

15.5.1 PREGNANCY LEAVE

15.5.1 Pregnant part-time academic staff shall be entitled to a maternity leave for a consecutive duration of twenty (20) weeks to commence at any time between seventeen (17) weeks prior to anticipated delivery and the date of delivery. Unless exceptional circumstances exist, one month's notice shall be given to the Employer. In normal circumstances, a month's notice will be given to the Employer, but no later than two weeks prior to the expected date of delivery, unless the member has to stop work due to complications caused by her pregnancy in which case the member will provide to the Employer a medical certificate attesting to such complications and the date of the expected delivery.

~~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 Where the employee is performing bargaining unit work at the time notice referred to in 15.5.1. above is given and that work is not scheduled to be completed prior to the commencement of the proposed leave, the member shall receive the lesser of the balance of remuneration owing under her contract or 95% of full pay and benefits for two (2) weeks.

~~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 Notwithstanding the foregoing, a member who has completed 60% of her contract at the time her maternity leave commences shall receive the greater of 50% of the balance of the remuneration owing under the contract or 95% of full pay and benefits for two (2) weeks. Where the member has taught 60% of a three-credit course prior to taking maternity leave, the entire hours of the course for that course will be awarded.
15.5.4 A pregnant member who wishes to continue working during the period of pregnancy shall not be denied that right. When accommodations are required for her to continue working, the Employer may require a medical certificate confirming the required accommodations.

15.5.5 Absence for up to eighteen months (18) occurring between six (6) months before and eighteen (18) months after the birth of a child shall not cause a loss of seniority hours in any programs.

~~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* CHILDCARE LEAVE ~~PARENTAL/ADOPTION~~ LEAVE

15.6.1 **Any member may take a child care leave following:**

a) the birth of a child, or

b) the coming of the child into the custody and care of the parent for the first time

15.6.1.1 Child care leave is open 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.

~~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.~~

15.6.1.2 The ~~parental~~ leave may begin no later than **seventy-eight (78)** ~~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 **sixty-one (61)** ~~thirty-five (35)~~ weeks after it began if the Employee also took pregnancy leave and **sixty-three (63)** ~~thirty-seven (37)~~ weeks after it began **otherwise. In all other cases and is without pay, unless paternity leave has been granted pursuant to 15.7 above, in which case the week of paternity leave is a week of paid leave and constitutes the first week of the sixty-three (63) weeks of child care leave. Child care leave may be taken following maternity leave and must begin immediately after maternity leave. During child care leave and maternity leave, seniority hours pursuant to 8.6.1.b) are maintained.**

15.6.3 An Employee shall give written notice to the Manager of her or his intention to take a **childcare** ~~parental~~ leave, **as soon as possible after the member becomes aware of the date** ~~at least four (4) weeks prior to the commencement of such a leave~~.

15.6.4 **During a member's pregnancy leave or child care leave, the Employer shall continue to make the Employer's contributions for any plan to which the member was subscribing at the time of the leave unless the member gives the Employer a written notice that he or she does not intend to pay his or her contributions.**
~~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.~~

15.7 PATERNITY LEAVE

The Employer agrees to grant paid paternity leave for 1/12 of the contract immediately after the birth or adoption of a child under the father's responsibility, on the condition that the member informs his director as soon as possible of his inability to carry out his assigned duties.

15.8 JURY LEAVE

Subject to the provisions of section 15.1 the Employer shall grant leave of absence with pay and benefits to an employee who serves as a juror or witness in any court or who must attend citizenship court.

15.9 MISCARRIAGE AND STILLBIRTH LEAVE

15.9.1. If an employee has a miscarriage or stillbirth within the 17- week period preceding the due date, she is eligible for pregnancy leave. The latest date for commencing the leave in that case is the date of the miscarriage or stillbirth.

15.10 ACADEMIC DEVELOPMENT

15.10.1 In the event that an employee wishes to undertake a project of academic development, including but not limited to advanced study, research and other scholarly activity, the member may apply for academic development leave of no more than one (1) year's duration.

15.10.2 Application shall be made to the Academic and Professional Development Fund Committee at least three (3) months before the proposed commencement date of the leave. The application shall include all pertinent details of the project and an up to date C.V. of the applicant.

15.10.3 The Academic and Professional Development Fund Committee shall decide to grant academic development leave if, in the Committee's judgment, the project is likely to enhance the ability of the member to contribute to the academic program of the University. The

granting of this leave shall not be unreasonably withheld and the decision shall be given no later than two (2) months prior to the proposed date of commencement of the said leave.

15.10.4 The employee shall accrue seniority for the period of academic development leave, where there exists a reasonable expectation that the employee would have been assigned to duties during the period of the leave. Such seniority accrued shall be equivalent to the average rate of accrual of seniority during the better of (a) the preceding period of three (3) years or (b) the preceding number of continuous academic years in which the employee performed bargaining unit work.

15.11 GENERAL LEAVE

A member may apply for, and the Employer may grant leaves of absence with or without pay in circumstances not covered explicitly by this Agreement. The Association will be informed in writing of such a request and its result

15.12 DOMESTIC OR SEXUAL VIOLENCE LEAVE

15.12.1 Employees are entitled to up to 10 full days of domestic or sexual violence leave every calendar year, the first 5 of which are paid. The 10 days of domestic or sexual violence leave do not have to be taken consecutively.

15.12.2 Employees are also entitled to take up to 15 weeks of domestic or sexual violence leave within a calendar year.

The 15 weeks can be taken consecutively or separately.

15.12.3 The first five days are to be paid whether the employee takes leave from the 15-week entitlement, or the 10-day entitlement.

Limites

L'Association aimerait avoir des discisions spécifiques sur la limites de 14 heures. Suivant ces discussions l'Association se réserve le droit de proposés du nouveau langage au sujet du processus de nomination et des limites d'heures.

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.

LETTRE D'ENTENTE

Texte non-genré de la convention collective

1. Les parties conviennent de revoir le texte de la convention collective pour y inclure une écriture non genrée. Les parties mettrons en place une équipe de travail dans les six mois suivant la ratification de la convention collective.

2. Les parties conviennent de terminer la révision du texte de la convention collective avant la fin de ladite convention à être ratifiée.

3. L'employeur accordera un dégrèvement payé d'un cours à un membre de l'Association pour participer aux travaux. L'Association procèdera à la nomination du membre.

L'Association se réserve le droit d'ajouter, de modifier ou de retirer ses propositions durant le cours des négociations.
Les présentes propositions de l'Association sont faites sous toute réserve et ne représentent aucunement une volonté de retirer les propositions faites à la table de l'unité principale pour l'inclusion intégrale des membres de l'ILOB dans la convention collective principale.