# uOttawa & APTPUO negotiations (OLBI)

Employer Proposal presented on May 30, 2022
Without prejudice

**ARTICLE 1 DEFINITIONS**

ACADEMIC LABOUR RELATIONS: Office of the Associate Vice- Provost, Faculty Relations.

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

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

BARGAINING UNIT: 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

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

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

EMPLOYEE: An Employee of the Employer who is performing work covered by this Agreement for the duration of their contract.

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

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

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

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

MANAGER: Managers of non-credit courses offered at the Official Languages and Bilingualism Institute, University of Ottawa or their Designate.

MEMBER: A Member of the Bargaining Unit

OLBI: Official Languages and Bilingualism Institute

PARTIES: The Employer and the Association

EMPLOYEE COURSES: Non-credit courses offered to University of Ottawa employees and their immediate families.

PROGRAM: Sequenced or unique non-credit courses developed for specific objectives and groups at OLBI at the University of Ottawa,

TERMS: The three Terms are:

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

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

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

UNIVERSITY: The University of Ottawa

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

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**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 UNION REPRESENTATIVES**

3.2.1 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 UNION DEDUCTIONS / DUES CHECK-OFF**

3.3.1 The Employer will deduct union dues or assessments from the pay of each Member of the Bargaining Unit, as certified in writing to the Employer by the Association.

3.3.2 The Employer will remit the amount so deducted to the Association at its address by the end of the month in which deductions are made.

3.3.3 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.

3.3.4 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.

3.3.5 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.

3.3.6 * 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.

3.3.7 * 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.

3.3.8 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.

3.3.9 * 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.

**6.6* DUTY TO ACCOMMODATE**

The duty to accommodate is a joint responsibility. The Parties agree to act in accordance with all applicable legislation, including but not limited to the *Ontario Human Rights Code* (Code), and the *Accessibility for Ontarians with Disabilities Act* (AODA). This duty applies not only to members who have a disability, but for other grounds listed in the Code, including Employees who require an accommodation due to creed or family status.

**6.7* PROCEDURE**

**6.7.1** An Employee must make an accommodation request as soon as the member is aware that an accommodation is needed.

6.7.2 For accommodation requests related to disability, the Member, the Employer, the Health and Wellness office and the Association (where requested by the member), will cooperate to find reasonable accommodation measures. The member must be informed of her/his right to an Association representative involvement in the process.

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

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

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

**6.11*** The Employer, via the Health and Wellness office may require that a Member be examined by one or more physicians appointed and paid by the Employer. The Health and Wellness office shall provide the Member with the names of three (3) duly qualified physicians and the Member shall select one of those practitioners to conduct the examination. The Employer shall cover the cost of the medical examination and all other reasonable expenses incurred by the Employee to attend related to the medical examination. The independent medical report shall be forwarded to the Member's treating physician as appropriated

6.11.1 For all other accommodation requests in accordance with the Code, the Member, the Employer, and the Association (where requested by the member) will cooperate to find reasonable accommodation measures. The member must be informed of her/his right to an Association representative involvement in the process.

**6.12*** It is understood that the Parties will take every precaution to ensure the confidentiality of all accommodation requests and ensure the privacy of the concerned Members.

6.13* It is understood that while the Employer, the Member, the Association (if requested by the member) and the Health and Wellness office (if applicable) are considering a request for accommodation, whether for disability or any other reason under the Code, interim measures may be imposed to ensure continuity of courses. These interim measures will depend on the operational needs of the Employer.

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**Article 8 – Appointment**

**8.1 Job postings**

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

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

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

8.1.4 The posting shall be electronic and must indicate:

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

b) the required qualifications shall be clearly indicated;

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

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

**8.2 Application for Posted Positions**

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

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

8.2.3 The Employer considers 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. The successful candidate shall receive an offer of employment specifying the terms of employment as follows:

(a) the course to be taught;

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

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

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

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

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

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

**8.4 SENIORITY**

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

8.4.2 By June 30 each year, the University shall submit a seniority list to the Association, including their hours, faculty unit. Errors or omissions must be reported to the Manager at OLBI between June 30 and August 31 of every 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.

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

**8.6 Period of Interrupted 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.

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. This list shall contain the full names of the persons hired, the course code and the number of teaching hours.

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

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***Article 9 – Cancellation of Contract**

9.1 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 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.

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

9.4 At the exception of the aforementioned, if the Employer cancels a contract within five (5) 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 After the position has been offered and accepted, if any conditions of employment arise that were not written in the initial Job Posting, the Employer shall inform the Employee and give them an opportunity to meet these conditions.

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

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**ARTICLE 15 LEAVES**

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

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

15.1.2 The leaves and entitlements outlined in this article are inclusive the Employee’s entitlements to statutory leaves under the *Employment Standards Act* (“ESA”) and are subject to the terms and conditions of the ESA. In the event of changes to the terms and conditions listed for these leaves in the ESA, the Employer agrees to abide by these new terms and conditions.

In addition to the leaves described below, Employees can be granted a leave of absence as by the ESA for the following circumstances:

a) Family medical leave

b) Organ donor leave

c) Family caregiver leave

d) Critical illness leave

e) Child death leave

f) Crime-related child disappearance leave

g) Domestic or sexual violence leave

h) Family responsibility leave

i) Declared emergency leave and Infectious disease emergency leave

j) Reservist leave

**15.2* SICK LEAVE**

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

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

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

**15.3* BEREAVEMENT LEAVE**

15.3.1 In the event of the Employee's immediate family death, she or he shall be granted up to two (2) working days, one (1) without loss of compensation and one without pay

15.3.2 Immediate family is defined as the Employee's spouse; a parent, step parent or 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; a grandparent, step grandparent, grandchild or step grandchild of the Employee or the Employee's spouse; the spouse of the child of an Employee; the Employee's brother or sister, or a relative of the Employee who is dependent on the Employee for care or assistance

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

**15.4* PREGNANCY LEAVE**

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

15.4.2 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.

15.4.3 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.

**15.5* PARENTAL/ADOPTION LEAVE**

15.5.1 All Employees who have completed thirteen (13) weeks of employment are entitled to parental leave without pay following the birth of the child or the coming of the child into the custody, care, and control of a parent for the first time, as per the ESA. The parental leave may begin no later than seventy-eight (78) 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.

15.5.2 An Employee's parental leave may end sixty-one (61) weeks after it began if the Employee also took pregnancy leave and sixty-three (63) weeks for Employees that did not take pregnancy leave.

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

15.5.4 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.

**ARTICLE 16**

**DURATION OF THE AGREEMENT AND CONTINUANCE**

**16.1*** This Agreement shall be in effect from 2021-09-01 to 2024-08-31.

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

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

**16.4*** For matters involving the interpretation of any portion of this Agreement, including the processing or arbitration of any grievance, the official text of any clause shall be the text in the language indicated by an asterisk (*) beside the number or the heading of the article/section.

**16.5*** The Employer agrees to translate each clause of this Agreement from the language in which the clause was negotiated into the other official language of Canada and, within six (6) months of ratification, to forward the translated version to the Association for its approval.

**16.6*** IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed in the City of Ottawa, in the Province of Ontario, by their duly authorized officers and representatives.

*L'employeur se réserve le droit d'ajouter ou de modifier ses offres patronales tout au cours des négociations. Par surcroît, l'employeur se réserve le droit de révoquer cette proposition en tout temps.*