

## MEMORANDUM OF SETTLEMENT – OLBI UNIT

BETWEEN:

**THE UNIVERSITY OF OTTAWA**

(Employer)

-and-

**THE ASSOCIATION OF PART-TIME PROFESSORS OF THE UNIVERSITY OF OTTAWA**

(APTPUO)

(Collectively, the “Parties”)

### **RE: TENTATIVE AGREEMENT FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT FOR THE OFFICIAL LANGUAGES AND BILINGUALISM INSTITUTE (OLBI) UNIT**

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WHEREIN the Parties have completed the collective bargaining process for the renewal of the Collective Agreement of the OLBI Unit, which expired on August 31, 2021;

NOW THEREFORE, the Parties agree to the following:

1. The Parties hereby agree that the terms and conditions of this Memorandum of Settlement constitute a full and complete settlement of all terms in dispute between them in regard to the renewal of the Collective Agreement for the OLBI Unit that expired on August 31, 2021.
2. This Memorandum of Settlement is conditional on ratification by the Union membership and by the Board of Governors of the Employer. Both Parties shall schedule ratification meetings to take place as soon as practicable but no later than October 31, 2022, following the execution of this Memorandum of Settlement.
3. The undersigned representatives of the Parties agree to unanimously recommend complete acceptance of all the terms and conditions of this Memorandum of Settlement to their respective principals as full and complete settlement of all issues in dispute.
4. The term of the new Collective Agreement will be four (4) years commencing upon the expiration of the original term, September 1, 2021, and expiring on August 31, 2025.
5. The Parties agree that the 2021-2025 Collective Agreement shall be formed with the 2018-2021 Collective Agreement subject to:
  - a) the monetary amendments signed off during the course of conciliation on October 5, 2022, and attached hereto as Schedule “A”; and
  - b) the non-monetary amendments signed off during the course of conciliation with on October 5, 2022, and attached hereto as Schedule “B”.

6. The Employer confirms that as part of the delivery of non-credit courses, any requests from students for accommodations may be referred to the manager responsible for the programs associated with the courses.
7. Any salary adjustment will be applied to the salaries of current and former eligible APTPUO members within one hundred and twenty (120) days of ratification of this agreement and any retroactivity will be paid within this period.
8. All other articles of the Collective Agreement that have not been negotiated and modified by the Parties are to remain the same and to be an integral part of the renewed collective agreement unless otherwise provided.
9. Any proposal, tabled by either party, and not specifically referenced in this document and its schedules is considered withdrawn.
10. All terms of the renewal Collective Agreement shall take effect on the date of ratification by the Union unless otherwise specifically provided.
11. The terms of this Memorandum of Settlement shall remain confidential until required for the ratification meetings referenced in paragraph 2 take place. It is understood, however, that the Memorandum of Settlement may be provided on a confidential basis to the members of the Board of Governors of the Employer in preparation for their "in camera" ratification meeting.
12. Notwithstanding the preceding paragraph, the Parties can announce that they have reached a tentative agreement for the settlement of the renewal of the Collective Agreement, the terms of which shall remain confidential until the ratification meetings.
13. Any ancillary letter of agreement normally entered upon by the Parties and renewed separately outside the bargaining process does not form part of this Settlement.
14. The Employer will make available to the APTPUO a final draft in both languages of the agreement for review and signature within six (6) months of the ratification by both Parties.
15. Any dispute regarding the interpretation or implementation of this Memorandum of Settlement shall be referred to an arbitrator for binding resolution.
16. This Memorandum of Settlement may be signed in identical counterparts, exchanged by facsimile or electronic correspondence, which counterparts shall together be enforceable to the same extent and in the same manner as an original signed copy of this Memorandum of Settlement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Ottawa, on October \_\_\_\_\_, 2022.

University of Ottawa

APTPUO

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\_\_\_\_\_

Carl Bélanger  
UNIVERSITY OF OTTAWA

Katherine Kenny  
APTPUO

**SCHEDULE A**  
**MONETARY TERMS**

**TAUX DE RÉMUNÉRATION**

**Taux horaires (Tous les taux incluent une prime de vacances de 4 % et les jours fériés)**

**Taux horaire**

**pour EIP/PIF/UoPal et autre cours de langue non crédité qui génère des revenus**

1er septembre 2021 - 31 août 2022	122.25 \$	(1%)
1er septembre 2022 - 31 août 2023	123.47 \$	(1%)
1er septembre 2023 - 31 août 2024	124.70 \$	(1%)
1 <sup>er</sup> septembre 2024 – 31 décembre 2024	127.19 \$	(2%)
1 <sup>er</sup> janvier 2025 – 31 août 2025	129.73 \$	(2%)

**Cours de langue au personnel**

1er septembre 2021 - 31 août 2022	109.86 \$	(1%)
1er septembre 2022 - 31 août 2023	110.96 \$	(1%)
1er septembre 2023 - 31 août 2024	112.07 \$	(1%)
1 <sup>er</sup> septembre 2024 – 31 décembre 2024	114.31 \$	(2%)
1 <sup>er</sup> janvier 2025 – 31 août 2025	116.60 \$	(2%)

Le taux horaire de rémunération est applicable aux enseignants de langues qui sont couverts par cette convention collective

**Supplement for Seniority-Based Teaching Experience Based on Teaching Hours at the University of  
Ottawa**

**Effective September 1, 2024**

The supplement is applicable to all employees as defined in paragraph 3.1 of the Collective Agreement (excluding those covered by another collective agreement) who are teaching ESL and/or FSL non-credit courses.

<b>Number of Teaching Hours as defined by Article 8.4 (Seniority) and as acquired on June 30 of the previous working year in each specific program (Hours)</b>	<b>Supplement per Non-Credit Course per Member (excluding those covered in another collective agreement) (\$)</b>
<b>0 – 340</b>	<b>0</b>
<b>341 – 680</b>	<b>50</b>
<b>681 – 1360</b>	<b>100</b>
<b>1361 – 2040</b>	<b>150</b>
<b>2041 – 2720</b>	<b>200</b>
<b>2721 – 3400</b>	<b>250</b>
<b>3401 – 4080</b>	<b>300</b>
<b>4081 – 4760</b>	<b>350</b>
<b>4761 – 5440</b>	<b>400</b>
<b>5441 – 6120</b>	<b>450</b>
<b>6121 +</b>	<b>500</b>

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF OTTAWA

(University)

- and -

THE ASSOCIATION OF PART-TIME PROFESSORS OF THE UNIVERSITY OF OTTAWA (OLBI)

(Association)

Regarding Mandatory Training

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**WHEREAS** the Ontario *Occupational Health and Safety Act*, the *Accessibility for Ontarians with Disabilities Act*, in particular the *Accessibility Standards for Customer Services*, require the University to provide training for its workers for health and safety and accessibility matters;

**WHEREAS** OLBI Language Instructors must complete such training on their own personal time, although such training is related to their employment with the University;

**THEREFORE**, the Parties agree that:

1. Language Instructors shall successfully complete all mandatory training required by provincial and federal legislation, using the online modules available on the University's website. At any time, the provincial and federal legislation may require any additional mandatory training to be added to the list below.

As of today, these mandatory modules include:

- a. Core training – Worker
    - i. Worker Health and Safety Awareness;
    - ii. Violence Prevention;
    - iii. Respect in the workplace;
    - iv. Accessibility Standards for Customer Service;
    - v. Working Together: The Code and the AODA;
    - vi. What to do when someone discloses an alleged incident of sexual violence;
  - b. Core training – Supervisor
    - i. Supervisor Health and Safety Awareness;
  - c. Any additional mandatory training required by provincial and/or federal legislation.
2. The University shall pay a financial compensation of CAD \$200 to APTPUO members who have completed all mandatory training required by the provincial and federal legislation and who have not received any financial compensation during previous contracts at the University.

3. Payment will be made no later than forty-five (45) working days after the end of the working year following the fulfillment of APTPUO member's obligations under the present Agreement.
4. The University and the Union shall use their respective means of communication to encourage APTPUO members to complete all mandatory training.
5. This Letter of Understanding is without prejudice or precedent to both parties.
6. This MOU shall expire on August 30 preceding the end date of the Collective Agreement with a start date of September 1, 2021.

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**Carl Bélanger**  
University of Ottawa, *Chief Negotiator*

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**Katherine Kenny**  
APTPUO, *Chief Negotiator*

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE ASSOCIATION OF PART TIME PROFESSORS OF THE UNIVERSITY OF OTTAWA (the “APTPUO”)**

**And**

**THE UNIVERSITY OF OTTAWA (the “University”)**

**Regarding the *Protecting a Sustainable Public Sector for Future Generation Act***

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WHEREAS the *Protecting a Sustainable Public Sector for Future Generation Act*, 2019 made its way through the Legislature of Ontario as Bill 124 and received Royal Assent on November 7, 2019 (the “**Act**”) and the Parties are subject to the provisions of it;

AND WHEREAS section 10 (1) of the *Act*. states “**10** (1) No collective agreement or arbitration award may provide for an increase in a salary rate applicable to a position or class of positions during the applicable moderation period that is greater than one per cent for each 12-month period of the moderation period, but they may provide for increases that are lower.”

AND WHEREAS section 11 (1) of the *Act*. states “**11** (1) During the applicable moderation period, no collective agreement or arbitration award may provide for any incremental increases to existing compensation entitlements or for new compensation entitlements that in total equal more than one per cent on average for all employees covered by the collective agreement for each 12-month period of the moderation period.”

AND WHEREAS several Ontario unions, including the APTPUO, are in the process of challenging the constitutionality of the *Act* before the courts and that as of the date of this Memorandum of Understanding, the court challenges are still in the earliest stages of the legal process and that the *Act* is still in force and effect.

AND WHEREAS during the course of bargaining in relation to the Collective Agreement for the period September 1, 2021, to August 31, 2024 the Parties reached agreement on provisions relating to compensation increases in accordance with the *Act* that are incorporated into the collective agreement commencing September 1, 2021.

**NOW THEREFORE the parties agree to the following terms:**

1. The negotiated compensation increases are agreed to without prejudice to APTPUO's right to continue to participate to constitutional challenge of the Act and to obtain a remedy in relation to the same from the courts.
2. In the event that the Act is repealed or amended by the Ontario Legislature to provide increases in compensation above 1%, or is declared invalid, in whole or in part, by any court, and not replaced with similar legislation with provisions about compensation increases, then, in such case, the Parties agree to meet to re-engage in discussions on compensation issues for the corresponding moderation period of September 1, 2021 to August 31, 2024.
3. During the course of collective bargaining, the Parties reached an agreement on a number of other matters that have been incorporated into the collective agreement commencing September 1, 2021, none of which impact compensation so as to fall within the ambit of the Act. Accordingly, the Parties agree not to re-engage in discussion on such other matters should the Parties meet to discuss as per paragraph 2 of this MOU.
4. Should the Parties reach an impasse on the quantum of any percentage increase to compensation issues or in regard to the retroactive application of any increases to salary rates, the Parties shall remit outstanding issues to a mutually agreeable third party for mediation and/or arbitration.
5. This MOU is effective on the date of signature by both parties and shall end on August 30, 2025. It may be extended by mutual agreement of the Parties, such extension shall not be unreasonably refused.

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**Carl Bélanger**  
University of Ottawa, *Co-Chief Negotiator*

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**Katherine Kenny**  
APTPUO, *Co-Chief Negotiator*



## **SCHEDULE B**

### **Non-monetary terms**

**(Numbering of collective agreement articles to be revised as required to ensure consistency)**

#### **Article 1**

##### **DEFINITIONS**

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

**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.

#### **Article 2**

##### **GENERAL PROVISIONS**

###### **2.1 PURPOSE OF THIS AGREEMENT**

**2.1.1\*** 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.

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

#### **Article 3**

##### **3.3 UNION DEDUCTIONS / DUES CHECK-OFF**

~~3.3.1 Each month,~~ 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 HOLIDAYS**

**Employees are entitled to the following statutory holidays recognized by the province of Ontario or granted by the University.**

## ARTICLE 6

### 6.5\* ~~PROCEDURE~~ ABSENCE OF DISCRIMINATION AND/OR HARASSMENT

Any allegations of harassment and/or discrimination ~~may~~ **shall** 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.~~ **This provision shall not affect the member's right to file a grievance in accordance with article 12 of the collective agreement.**

**6.5.1 Subject to the particular provisions set out in 6.6, 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 (except of provided for in this Agreement), 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 status, 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 Where a criminal record is demonstrably detrimental to a member's suitability for her/his position, any appropriate measures taken by the Employer - which affect the member's working conditions and terms of employment - shall be deemed non-discriminatory.**

**6.5.4 The application of any University insurance contract or policy regarding eligibility to benefits for persons aged 65 or more shall be deemed non-discriminatory.**

**6.5.5 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 shared responsibility among the Employer, the member and the Association** ~~The Parties agree to act in accordance with all applicable legislation, including but not limited to the Ontario Human Rights Code, and the *Accessibility for Ontarians with Disabilities Act* (AODA) and the *Occupational Health and Safety Act*.~~

## 6.7 PROCÉDURE

**6.7.1 Il revient au membre de présenter une demande d'accommodement dès l'acceptation d'une offre. Il est entendu que le membre qui présente une demande d'accommodement pourra être appelé à présenter des preuves à l'appui de son besoin d'accommodement tel qu'un certificat médical attestant de ses limitations en cas d'accommodement pour handicap.**

**6.7.2 Pour les demandes d'accommodement pour handicap, l'Employeur, le secteur Santé et mieux-être, le membre et l'Association, si le membre en fait la demande, tâcheront d'examiner la demande et coopéreront afin de trouver des mesures d'adaptation raisonnables. Le membre doit être informé de son droit de représentation syndicale.**

**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 défigement 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 surdit  ou une d ficience auditive, la mutit  ou un trouble de la parole, ou la n cessit  de recourir   un chien-guide ou   un autre animal,   un fauteuil roulant ou   un autre appareil ou dispositif correctif**
- b) un  tat d'affaiblissement mental ou une d ficience intellectuelle**
- c) une difficult  d'apprentissage ou un dysfonctionnement d'un ou de plusieurs des processus de la compr hension ou de l'utilisation de symboles ou de la langue parl e;**
- d) un trouble mental y compris une maladie de d pendance;**
- e) une l sion ou une invalidit  pour laquelle des prestations ont  t  demand es ou re ues dans le cadre du r gime d'assurance cr e aux termes de la Loi de 1997 sur la s curit  professionnelle et l'assurance contre les accidents du travail.**

**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. At no time should medical files, statement of religious beliefs be forwarded to the Faculty without the written express consent of the concerned member.**

**6.11\*** Subject to paragraph **6.7.1 and 6.12**, the medical report of the Member's treating physician, or registered mental health professional, shall be accepted as verification of the disabling condition and need for accommodation.

**6.13** 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.

#### **6.17 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.

### **ARTICLE 7**

#### **LABOUR-MANAGEMENT COMMITTEE RELATIONS**

##### **7.1 LABOUR RELATION COMMITTEE**

7.5\*. 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. **The Manager of the relevant Program at the institute should attend the labor management meetings.**

**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.

##### **7.7.5**

a) A copy of all correspondence from the Employer or its representative(s) to any bargaining unit member, relating to matters covered by Article 11 (discipline and discharge) shall be forwarded to the Association.

##### **7.8 HEALTH AND SAFETY**

**7.8.1** In accordance with the law, 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 make available to APTPUO members all Health and Safety notices and information distributed to full-time staff.**

## **ARTICLE 8**

### **APPOINTMENT**

#### **8.1\* JOB POSTINGS**

~~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.** †The Association has to be informed of the posting. The reason for the exception will be provided **to the Association in writing** upon request.

#### **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 three one (31) previous sessions.**

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 **for the term.**

#### **8.4\* SENIORITY**

**8.4.7 By June 30 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:

**d) The internet link to find and view the University of Ottawa's academic regulations.**

#### **8.6\* PERIOD OF INTERRUPTED SERVICE**

**8.6.2 Members who have formally applied for work during the twenty-four (24) month period and request a revision of withdrawn seniority hours within six (6) months from the interrupted service can**

**have their teaching hours reinstated upon a consultation to OLBI Labour-Management Committee and a favorable decision by the Employer.**

#### **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 the Employer's 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 affiché **conformément à l'article 8.7.1**, l'Employeur en avisera l'Association par écrit **ainsi que les membres de l'unité qui sont touchés par le changement**.

#### **8.89 INFORMATION TECHNOLOGY**

**8.9.2** Within reasons, where a Member is assigned an online course, the Employer shall ensure that the Member has access to the ~~class~~ information 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.

**8.9.4.** With the prior approval of the appropriate authority, members who participate in such programs shall be paid for their time at the same rate as those involved in the teaching of non-credit courses who are covered by another APTPUO collective agreement.

#### **Article 11**

##### **DISCIPLINE ET CONGÉDIEMENT**

**11.5** Le cas échéant, avant d'imposer une mesure disciplinaire, le doyen **ou la doyenne** ou son délégué **doit**:

**i) ~~doit informer~~ aviser l'employée ou l'employé par écrit** de l'heure et de l'endroit d'une réunion pour discuter du problème et ~~doit aviser l'employé~~ de son droit d'être accompagné d'un représentant **ou d'une représentante** de l'APTPUO à cette ~~rencontre~~ **réunion. À moins que le membre s'y objecte par écrit l'Association doit être mise en copie conforme sur toutes les correspondances adressées à un membre relativement à l'application de l'article 11.**

#### **Article 12**

##### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **12.1\* GRIEVANCE**

**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)**.

#### **12.2.3 STEP ONE: INFORMAL PROCESS**

If an Employee has a complaint that may lead to a grievance, but wishes to seek a resolution through an informal process, the Employee shall advise the Manager in writing of the nature of the complaint no later than ~~ten (10)~~ **fifteen (15)** 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. The Manager shall forward her/his decision in writing to the **Employee grievor** and the Association within fifteen (15) working days of the meeting.

#### 12.2.5 **STEP TWO: FORMAL PROCESS**

12.2.7 The Academic Labour Relations shall convene a meeting with the Dean, the grievor and an Association representative within ~~ten (10)~~ **fifteen (15)** working days of receiving the grievance to discuss the grievance.

12.2.9 If the grievance is neither settled during the formal process, nor withdrawn in writing, it may be ~~taken~~ **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 ~~fifteen (15)~~ **twenty (20)** working days of the reply from either the Academic Labour Relations or the Dean.

**In the case of a policy grievance, the Association shall file a notice to the management of Faculty Relations 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\***STEP 3: ARBITRATION**

**12.3.1.1 Upon receipt of the notice within fifteen (15) working days, the management from Faculty Relations 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 Relations shall inform the Association in writing within fifteen (15) working days of the meeting and confirm that the matter will proceed to arbitration.**

**12.3.1.2 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 arbitrator for the hearing of the grievance.**

## **Article 13**

### **WORKING CONDITIONS, BENEFITS AND OUTSIDE ACTIVITIES**

#### **13.4\* TEACHING SUPPORT**

13.4.1 Members of the Bargaining Unit will have access to support from OLBI **and Teaching and Learning Support Service (TLSS)**.

#### **13.8 PROGRAMME D'AIDE AUX EMPLOYÉS**

**13.8.1 Les membres de l'unité de négociation ainsi que les membres de leur famille admissibles auront accès à de multiples services d'aide aux employés offerts à distance dont la télémédecine tant et aussi longtemps que ces programmes seront offerts par l'Université.**

## **Article 15**

### **LEAVES**

**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 **for Employees that did not take pregnancy leave.**