In the matter of an arbitration

BETWEEN

THE UNIVERSITY OF OTTAWA

(“University”)

and

THE ASSOCIATION OF PART TIME PROFESSORS OF THE UNIVERSITY OF OTTAWA

(“Union”)

Re: First Collective Agreement Interest Arbitration for the Faculty of Law

SOLE ARBITRATOR: William Kaplan

A hearing was held in Ottawa on April 25, 2019

Appearances:

For Union:

Wassim Garzouzi, Legal Counsel
Julia Williams, Legal Counsel
Robert Johnson, President APTPUO
Jean-Sébastien Daoust, Administrative Director, APTPUO
Anna Bowles, Bargaining Committee Member

For University:

Céline Delorme, Legal Counsel
Adam Dodek, Dean of the Faculty of Law - Common Law Section
Pierre Thibault, Assistant Dean and Secretary of the Faculty of Law – Civil Law Section
Yves Le Bouthillier, Vice-Dean, French Program, Faculty of Law – Common Law Section
Carissima Mathen, Vice-Dean, English Program
Jules Carrière, Vice Provost, Faculty Relations
René Houle, Manager, Faculty Affairs
Béatrice Magyar, Senior Advisor, Academic Labour Relations
Patricia Laliberté, Labour Relations Officer

AWARD

1. As agreed by the parties, the outstanding issues in dispute were referred to interest arbitration. Both parties filed detailed briefs and a mediation/arbitration was held in Ottawa on April 25, 2019.

2. In deciding the outstanding issues, normative interest arbitration criteria were carefully considered especially replication and the principles that apply to first collective agreement
interest disputes. Any Union or Employer proposal not dealt with in this award is hereby dismissed.

3. Article 2.1.3(d) is deleted from the Collective Agreement.

4. I award as follows for Article 5:

5.5.1.2 Regular Postings

The chairperson shall post the offer of employment in the department or faculty on the electronic bulletin board set aside for these purposes for a period of at least thirty (30) days, it being understood that no posting may terminate prior to April 1st for courses commencing after the first of September of the same year. For the Faculty of Law, Civil Law Section and Common Law Sections, postings may terminate as early as January 15th.

Postings requirements will be implemented for the Fall 2020 term. The Union will receive copies of all postings.

5.7.4 Hiring for the Faculty of Law, Civil Law Section and Common Law Section

5.7.4.1 For each posted position, applicants who are considered qualified shall be classified into one of the three categories set out below in accordance with the guidelines set out in Appendix "B", it being understood that an individual's classification is for a given position and may vary from position to position.

a) Category A:
Applicants possessing all of the required qualifications and experience and fulfilling the language requirements.

b) Category B:
Applicants who possess the requirements, some additional qualifications, who fulfill the language requirements, and who have taught the posted course as a regular part-time professor at least three (3) times with a cumulative average of at least 4 in the answers to the following questions of the Senate "Student response questionnaire for use in the evaluation of teaching and courses":

   i) the professor is well prepared for class... almost always, often, sometimes, rarely, almost never;
 ii) I think the professor conveys the subject matter effectively... almost away, often, sometimes, seldom, almost never;
 iii) I find that the professor, as a teacher, is... excellent, good, acceptable, poor, very poor;
   it being understood that the cumulative average will be for all the most recent A reports for this course to a maximum of 5.

   c) Category C:
A sole applicant who fulfills the language requirements and who clearly possesses uniquely superior qualifications to those of any other applicant and is consequently recognized as an expert in the field.
5. I award the following terms for the seniority of Part-Time Professors of the Faculty of Law, to be incorporated as Article 5.8.1.1 in the Collective Agreement:

   i) APTPUO members will be given seniority points for courses taught at the Faculty of Law since September 1, 2011, based on the electronic contracts issued, in accordance with the seniority provisions of the 2018-2021 collective agreement;

   ii) It is understood that members who taught pursuant to paragraph 1) above shall earn no more than two points per academic year, pursuant to article 5.8.1 b of the collective agreement;

   iii) In accordance with article 5.8.5 of the collective agreement, any member who has not taught at the Faculty of Law in the twenty-four (24) months before certification will be deemed to have lost all seniority points;

   iv) A grandparent list shall be created identifying all members who have taught courses for the Faculty of Law in one of the 2017-2018, 2018-2019, 2019-2020 academic years;

   v) A copy of the grandparent list shall be provided to the Association no later than one hundred and twenty (120) days from this Award;

   vi) An updated list shall be provided to the Association on June 30, 2020;

   vii) Starting Fall 2020 until August 31, 2022, priority will be given to members on the grandparent list.

6. I award as follows for Article 9:

   Only sub-clauses 9.1, 9.2 and 9.7 apply to the Faculty of Law.

7. I award as follows for Appendix D – Salary and Rates of Pay for the Faculty of Law:

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</thead>
<tbody>
<tr>
<td>3-credit courses Faculty of Civil Law</td>
<td>$6300</td>
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<td>10%</td>
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<td>19%</td>
<td>2%</td>
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*4% vacation pay included
8. Any salary adjustment will be applied within one hundred and eighty days (180) from this Award and any retroactivity will be paid within this period.

Conclusion

At the request of the parties, I remain seized with respect to the implementation of this award.

DATED at Ottawa this 25th day of April 2019.

“William Kaplan”

William Kaplan, Sole Arbitrator