

Perspective patronale en droit de l'emploi et relations de travail
Labour and Employment Law for Employers

Emond Harnden LLP

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BARRISTERS & SOLICITORS • AVOCATS ET NOTAIRES

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To/À APUO

Date: January 28, 2011

Attention/
Competence: Robert Leclerc

Sender/De: Lynn Harnden

Fax/Télécop : 613-562-5197

Our File No./

Notre n° de dossier: 2983-8

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Persevere personnel en droit du Travail et relations de travail
Labour and Employment Law for Employers

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VIA FACSIMILE AT (613) 788-3665

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André Champagne

Raquel Chisholm

*P. Jack C. Climie

Céline Delorme

Colleen Dunlop

Jacques A. Emond

Sheri Farahani

Sophie Gagnier

Lynn H. Harnden

Porter Heffernan

Sébastien Huard

Mélissa Lacroix

Paul R. Lalonde

Diane Aubé Lazenby

Karinc LeBlanc

R. Paul Marshall

Jonquillo Pak

Carole Piette

***Kecia Podetz

George Rantiris

Vicely Satta

**J.D. Sharp

Andrew Tremayne

Steven Williams

January 28, 2011

Mr. Sean McGee
Nelligan O'Brien Payne LLP
50 O'Connor, Suite 1500
Ottawa, ON K1P 6L2

Re: IN THE MATTER OF grievances G14, G15 and G24 on behalf of Denis Rancourt by the Association of Professors of the University of Ottawa against the University of Ottawa

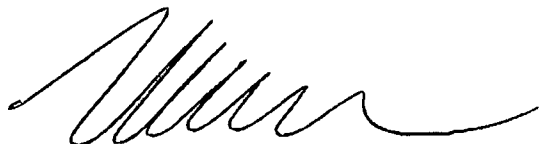
Request for Appointment of Single/Bilingual Arbitrator under Section 49 of the LRA

We are the solicitors for the University of Ottawa with respect to the above noted grievances.

Please find enclosed a copy of the requests for the appointment of a single and bilingual arbitrator under section 49 with regard to the three above-mentioned grievances which were sent to the Ministry of Labour today.

Yours truly,

EMOND HARNDEN LLP



Lynn Harnden

Enclosures

c.c. Jean-Yves Leduc
Robert Leclerc, APUO

Perspective juridique en droit de l'emploi et relations de travail
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**J.D. Sharp

Andrew Tremayne

Steven Williams

January 28, 2011

The Registrar
Dispute Resolution Services
400 University Avenue, 8th Floor
Toronto ON M7A 1T7

Re: IN THE MATTER OF grievances G14, G15 and G24 on behalf of Denis Rancourt by the Association of Professors of the University of Ottawa against the University of Ottawa

Request for Appointment of Single/Bilingual Arbitrator under Section 49 of the LRA

We are the solicitors for the University of Ottawa with respect to the above noted grievances.

Please find enclosed the three requests for the appointment of a single arbitrator under section 49 of the *Labour Relations Act, 1995*. We ask that a bilingual arbitrator be appointed by the Minister.

The requests relate to three grievances filed by the same grievor against the actions of the University. Therefore, it is respectfully requested that there be one arbitrator appointed to hear all three grievances pursuant to section 49(5) of the *Labour Relations Act, 1995*.

We trust the enclosed is satisfactory.

Yours truly,

EMOND HARNDEN LLP



Lynn Harnden

Enclosures

c.c. Jean-Yves Leduc

THE LABOUR RELATIONS ACT, 1995
REQUEST FOR APPOINTMENT OF SINGLE ARBITRATOR
UNDER SECTION 49 (Expedited Arbitration)

BETWEEN:

THE UNIVERSITY OF OTTAWA

- and -

ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

The Employer requests that the Minister of Labour refer a grievance arising under the collective agreement to a single/bilingual arbitrator to be appointed by the Minister.

In support of this request, the Employer states as follows:

1. (a) employer's address, telephone number, fax number and cell phone number:

University of Ottawa
550 Cumberland Street
Ottawa, Ontario
K1N 6N5

Tel : 613-562-5800
Fax : 613-562-5783

- (b) name and title of officer, official or agent of employer having knowledge of the grievance:

Jean-Yves Leduc
Director, Faculty Affairs and Labour Relations

- (c) trade union's address, telephone number, fax number and cell phone number:

The Association of Professors of the University of Ottawa (APUO)
348-85 University Private
Ottawa, Ontario
K1N 6N5

Tel: 613-562-5800 ext. 4364
Fax: 613-562-5197

(d) name and title of officer, official or agent of trade union having knowledge of the grievance:

**Robert Leclerc
APUO**

(e) name of the grievor:

Denis Rancourt

(f) date grievance filed and nature of grievance:

**Grievance filed on: April 16, 2009
Nature of grievance: Dismissal
G24: Dismissal**

2. A collective agreement was entered into by the above parties and expires on :
April 30, 2011
3. Copies of the cover page, the recognition clause, the grievance procedure and the confirmation of ratification by both parties of the Collective Agreement are attached. Copies of the grievances and any replies are attached.
4. Name(s) and address(es) of any other person(s) interested in or affected by the subject matter of this grievance:
5. Name, address, telephone number, fax number and cell phone number of counsel for the employer (if applicable):

**Lynn Harnden
Emond Harnden
Glebe Chambers
707 Bank Street
Ottawa, Ontario
K1S 3V1**

**Tel.: (613) 563-7660
Fax: (613) 563-8100**

6. Name, address, telephone number, fax number and cell phone number of counsel for the Trade Union (if applicable):

**Sean McGee
Nelligan O'Brien Payne LLP
1500-50 O'Connor Street
Ottawa, Ontario
K1P 6L2**

Tel.: (613) 231-8232

Fax: (613) 788-3665

CERTIFICATE OF SERVICE

I certify that a completed copy of this request has been faxed to the Trade Union as follows on the **28th** day of January, 2011.

Sean McGee
Nelligan O'Brien Payne LLP
1500-50 O'Connor Street
Ottawa, Ontario K1P 6L2
Fax: (613) 788-3665

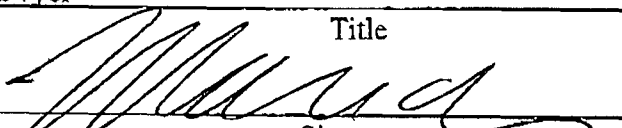
Mr. Robert Leclerc
The Association of Professors of the University of Ottawa (APUO)
348-85 University Private
Ottawa, Ontario K1N 6N5
Fax: (613) 562-5197

Dated at Ottawa, this **28th** day of **January**, 2011.

Lynn Harnden

Name of party making request

Lawyer

Title


Signature

Notice

- (1) One completed copy of the request accompanied by a completed certificate of service must be filed with:

The Registrar
Office of Arbitration
400 University Avenue, 9th Floor
Toronto, Ontario M7A 1T7

Telephone: (416) 326-1300
Facsimile: (416) 326-1329

All further communications concerning the request should also be addressed to the Registrar, Office of Arbitration.

- (2) It is the responsibility of both parties to ensure that any other person who may be interested in or affected by the subject of the request be given reasonable notice of the hearing.
- (3) An Arbitrator appointed under section 49 of the *Act* must commence to hear the matter referred to him/her **within twenty-one days after receipt of the request by the Minister**. The Office of Arbitration will advise parties of the hearing date.
- (4) **Section 49(4) of the *Act* requires that an arbitrator be appointed on the request of either party. Furthermore any questions as to the arbitrability or timeliness of a grievance are to be referred to the Arbitrator, who shall have exclusive jurisdiction to hear and determine the matter.**

April 16, 2009

Louise Pagé-Valin
Associate Vice-President
Human Resources Services
University of Ottawa
Tabaret Hall
550 Cumberland Street

(Via email of signed PDF letter)

Re: Grievance G-24 (my code) – dismissal.

Dear Mrs. Pagé-Valin:

I grieve the March 31st decision of the University to terminate my employment as it is without just cause. It violates the collective agreement, including general principles of academic freedom, conflict of interest, and political discrimination. The decision was also made in violation of the procedures and procedural guarantees set out in the collective agreement, as well as the rules of natural justice.

I seek full redress, including reinstatement, destruction of any document related to the University's decision, compensation for all losses and damages, including interest, and an order protecting the interests of the students whose examinations or other documents are in the possession of the University. I further seek all orders necessary to place me in the same position I would have been in, but for the actions taken by the University. I also seek an apology from the university and reparation for harm done and damages suffered, including to my career and to my reputation.

Sincerely,



Denis Rancourt
(Professor)

cc: made public

cc: made public, 11/28/2011

Step 1 Memorandum

Concerning a notice of grievance filed by
Professor Denis G. Rancourt (Science)
(G24)

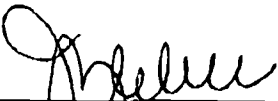
On 16 April 2009, Professor Denis G. Rancourt filed a notice of grievance titled *Dismissal*.

The Step 1 meeting was held on 20 August 2009 in Tabaret Hall. Present were: Professor Denis Rancourt, the Vice-President Academic and Provost François Houle, the APUO Liaison Officer Delegate, Christian Rouillard, and the Employer's Liaison Officer Delegate, Jean-Yves Leduc.

The parties were not able to resolve the matter.

The time delay to request that the grievance proceed to the next step shall be counted from the date on which the last signature has been obtained below.

It is understood that the time delay for subsequent steps, including the notification as to whether the Association has assumed the above-noted grievance, is extended to allow for the Association's internal process to be completed.



Jean-Yves Leduc
University of Ottawa

Signed on 8 sept/09



Christian Rouillard
APUO

Signed on 24 septembre 2009

THE LABOUR RELATIONS ACT, 1995
REQUEST FOR APPOINTMENT OF SINGLE ARBITRATOR
UNDER SECTION 49 (Expedited Arbitration)

BETWEEN:

THE UNIVERSITY OF OTTAWA

- and -

ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

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1. (a) employer's address, telephone number, fax number and cell phone number:

University of Ottawa
550 Cumberland Street
Ottawa, Ontario
K1N 6N5

Tel : 613-562-5800
Fax : 613-562-5783

-
- (b) name and title of officer, official or agent of employer having knowledge of the grievance:

Jean-Yves Leduc
Director, Faculty Affairs and Labour Relations

-
-
- (c) trade union's address, telephone number, fax number and cell phone number:

The Association of Professors of the University of Ottawa (APUO)
348-85 University Private
Ottawa, Ontario
K1N 6N5

Tel: 613-562-5800 ext. 4364
Fax: 613-562-5197

(d) name and title of officer, official or agent of trade union having knowledge of the grievance:

**Robert Leclerc
APUO**

(e) name of the grievor:

Denis Rancourt

(f) date grievance filed and nature of grievance:

Grievance filed on : December 10, 2007

Nature of grievance: Letter of reprimand

G14: SCI 1101 Fall 2006 course content; continued harassment by the University

2. A collective agreement was entered into by the above parties and expired on :

April 30, 2008

3. Copies of the cover page, the recognition clause, the grievance procedure and the confirmation of ratification by both parties of the Collective Agreement are attached. Copies of the grievances and any replies are attached.

4. Name(s) and address(es) of any other person(s) interested in or affected by the subject matter of this grievance:

5. Name, address, telephone number, fax number and cell phone number of counsel for the employer (if applicable):

**Lynn Harnden
Emond Harnden
Glebe Chambers
707 Bank Street
Ottawa, Ontario
K1S 3V1**

Tel.: (613) 563-7660

Fax: (613) 563-8100

6. Name, address, telephone number, fax number and cell phone number of counsel for the Trade Union (if applicable):

Sean McGee
Nelligan O'Brien Payne LLP
1500-50 O'Connor Street
Ottawa, Ontario
K1P 6L2

Tel.: (613) 231-8232

Fax: (613) 788-3665

CERTIFICATE OF SERVICE

I certify that a completed copy of this request has been faxed to the Trade Union as follows on the **28th day of January, 2011.**

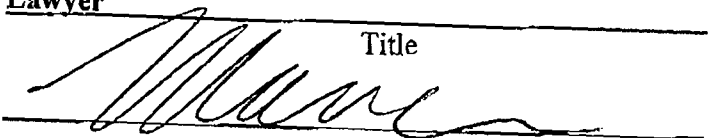
Sean McGee
Nelligan O'Brien Payne LLP
1500-50 O'Connor Street
Ottawa, Ontario K1P 6L2
Fax: (613) 788-3665

Mr. Robert Leclerc
The Association of Professors of the University of Ottawa (APUO)
348-85 University Private
Ottawa, Ontario K1N 6N5
Fax: (613) 562-5197

Dated at Ottawa, this 28th day of January, 2011.

Lynn Harnden
Name of party making request

Lawyer
Title


Signature

Notice

- (1) One completed copy of the request accompanied by a completed certificate of service must be filed with:

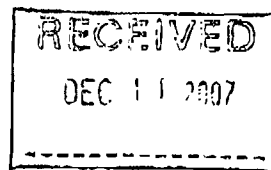
The Registrar
Office of Arbitration
400 University Avenue, 9th Floor
Toronto, Ontario M7A 1T7

Telephone: (416) 326-1300
Facsimile: (416) 326-1329

All further communications concerning the request should also be addressed to the Registrar, Office of Arbitration.

- (2) It is the responsibility of both parties to ensure that any other person who may be interested in or affected by the subject of the request be given reasonable notice of the hearing.
- (3) An Arbitrator appointed under section 49 of the *Act* must commence to hear the matter referred to him/her **within twenty-one days after receipt of the request by the Minister**. The Office of Arbitration will advise parties of the hearing date.
- (4) **Section 49(4) of the *Act* requires that an arbitrator be appointed on the request of either party. Furthermore any questions as to the arbitrability or timeliness of a grievance are to be referred to the Arbitrator, who shall have exclusive jurisdiction to hear and determine the matter.**

December 10, 2007



Louise Pagé-Valin
Associate Vice-President
Human Resources Services
University of Ottawa
Tabaret Hall
550 Cumberland Street
(delivered by hand)

Re: Grievance G-14 (my code); SCI 1101 Fall 2006 course content; continued harassment by the university

Grievance against the university's step toward firing professor for using too broad a view in teaching Science in Society course

This grievance is made public, in the interest of transparency and the public good.

Dear Mrs. Pagé-Valin:

On April 30, 2007, the university cancelled my *Science in Society* course, which featured activists as guest speakers, and which was held in the largest auditorium on campus. It did this without discussion with me and without providing an explanation, despite overwhelming student and community interest in the course and in the face of public and campus protests.

This course (SCI 1101) had been approved in August 2006 following considerable student and community pressure against unwarranted institutional resistance to having such a course in the Faculty of Science.

I gave the course with great success in the fall term of 2006 and students and community members acclaimed its many novel features:
<http://freedomofexpress.tripod.com/id47.html>

The official Senate-approved course description (that I largely developed) is as follows:

The course critically examines the role of science and scientists in society and the responsibility of citizens having to deal with the complex socio-economic, environmental, political, and ethical issues raised by advances in science and technology. The grading system is S/NS.

It is an interdisciplinary course and it is the first course in the Faculty of Science to have a Science (SCI) course code. It is the first course in the Faculty of Science to discuss the role of

science and the responsibilities of scientists in society. It was to be given every year and to alternate between French and English as the predominant language of instruction.

On May 18, 2007, I grieved the fact that the upper administration, and President Gilles Patry himself in particular, had directly intervened to cancel my course. Such intervention is contrary to the rules that govern the university and the rules on how a professor is assigned her workload. (Grievance G-9, my code, attached.)

The university has now taken a step toward firing me for allegedly not following the official course description for SCI 1101 in the fall 2006 term. (Letter of reprimand dated November 20, 2007, signed by the dean of the Faculty of Science, André E. Lalonde, attached.)

The November 20, 2007, letter of reprimand is blatantly without merit. An official course description is not meant to limit content or to constrain content to particular political perspectives. It is meant as a guide of what is to be minimally expected by registered students.

SCI 1101, fall 2006, eminently satisfied its intended curriculum purpose and was greatly appreciated as such. The university's attack appears as petty, as without cause, as in bad faith, as a discriminatory measure against me, and as politically motivated to cover its past errors and violations.

My view of why people have failed to understand science in society is that the societal context itself is not understood. For this reason, I made significant efforts to cover the complex fundamentals about society and its mechanisms so that science in society could be understood in a new and deeper way. Therefore, some invited speakers dealt with some of the most complex societal challenges that are not, on the face of it, related to science and technology. As a result, for example, the final talk about professional scientists and the science enterprise, by invited speaker physicist Dr. Jeff Schmidt, was so well framed and contextualized that most students will not forget it for the rest of their lives.

The dean of the Faculty of Science first expressed his unfounded concerns about the content of the fall 2006 course, on December 1, 2006, then on March 19, 2007, and again on August 27, 2007. Each newly expressed concern did not acknowledge my previous prompt and detailed answers or express any perceived deficiencies in my answers. It was as though the dean was on a mission to fabricate a case against the fall 2006 offering of SCI 1101 without regard for any first-hand information about the actual course.

The November 20th letter of reprimand is part of a program of heavy handed suppression of my academic freedom and appears to be intended as intimidation and as a late-in-time tactic to protect President Patry and the university administration from my grievances for harassment, malfeasance, and undue interference in my workload in cancelling SCI 1101.

The transcript of our meeting of August 27, 2007, makes much of this amply clear (39.4.2.1 meeting, transcript attached).

A formal grievance such as this one is the required first step to remove the university's letter of reprimand and threat of dismissal. I also ask that the university's reprimand be understood as

part of a continuing and sustained harassment campaign against me (see below) and that reparations be made accordingly (see below): an unqualified written apology, monetary reparation to fund a student scholarship, and credit toward my next sabbatical leave for loss of professional development time.

DETAILS AND MORE SUPPORTING EVIDENCE

Some of the anomalies and violations of the Collective Agreement related to and leading to the letter of reprimand of November 20, 2007, are described in my previous grievances G-10 and G-12 (my codes, attached).

The November 20, 2007, letter of reprimand must also be understood in the broad context of sustained and continuing harassment by the employer, including alleged malfeasance by the President, that has been documented in my previous grievances (attached) G-9 and G-11 (my codes).

REPARATIONS

- (1) I ask that the letter of reprimand and of threat be removed from my file.
- (2) I ask for an unqualified written apology from the employer for this element of harassment that is obviously without merit, signed by all university officers who played a role in the dean's action.
- (3) I ask that the general harassment and repression context be considered and evaluated in attributing me significant and fair monetary reparation, for loss of professional advancement, for pain and suffering, for unjust treatment, and for incidences of defamation.

I pledge to donate the entire latter amount to an independent scholarship or scholarship fund, to be jointly administered by several student groups or associations, for activist students and community members (such as members of the FEC) who have made particularly incisive and insightful criticisms of university governance and management and/or who have lead actions to make perceived institutional problems into public issues. This would be a small price to pay to nurture and encourage vigilant and independent criticism. It would also help make the needed activists of tomorrow.

- (4) To help in partially recovering lost time and lost research career advancement, I ask to be attributed four year-of-service credits toward my next sabbatical leave(s).

Sincerely,



Denis Rancourt
(Professor)

MEMORANDUM OF AGREEMENT

Between :

The University of Ottawa

(Employer)

And


The Association of Professors of the University of Ottawa

(APUO)

Waiver of Step 1 meetings for grievances submitted by Denis Rancourt

1. Professor Denis Rancourt has submitted the following grievances for which Step 1 meetings have not yet been held as provided by article 13.4.2 of the collective agreement:
 - i) Abuse of Collective Agreement process (39.4.2.1) to intimidate and harass a member (G-10) dated 9 July 2007
 - ii) Employer's interference with PHY4006 course delivery (G-11) dated 16 August 2007
 - iii) Abuse of Collective Agreement process (39.4.2.1) to intimidate and harass a member, again (G-12) dated 17 September 2007
 - iv) Notice of grievance against the University's November 16, 2007 letter of reprimand and threat of dismissal and against the university's sustained and continuing harassment of Professor Denis Rancourt (G-13) dated 5 December 2007
 - v) Grievance against the university's step toward firing professor for using too broad a view in teaching Science and Society course (G-14) dated 10 December 2007
 - vi) Grievance against the University's step toward firing a professor for using a teaching method that results in high student grades (G15) dated 13 December 2007
2. As provided by article 13.4.3, the Employer and APUO agree to waive the Step 1 meetings required under article 13.4.2 for the grievances listed in 1 above, and in lieu of separate memoranda under 13.4.5 of the collective agreement, it is understood that there has been no resolution of the grievances.
3. The time delay for Professor Rancourt to request that the grievances proceed to the next step shall be counted from the date on which the last signature has been obtained below.
4. It is understood that the time delay for subsequent steps, including the notification as to whether the Association has assumed any of the above-noted grievances, is extended to allow for the Association's internal process to be completed.

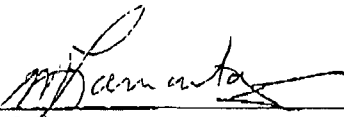
Signed



 University of Ottawa

March 3/08

 Date



 APUO

Feb 27, 2008

 Date

1120

1120

THE LABOUR RELATIONS ACT, 1995
REQUEST FOR APPOINTMENT OF SINGLE ARBITRATOR
UNDER SECTION 49 (Expedited Arbitration)

BETWEEN:

THE UNIVERSITY OF OTTAWA

- and -

ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

The Employer requests that the Minister of Labour refer a grievance arising under the collective agreement to a single/bilingual arbitrator to be appointed by the Minister.

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550 Cumberland Street
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- (b) name and title of officer, official or agent of employer having knowledge of the grievance:

Jean-Yves Leduc
Director, Faculty Affairs and Labour Relations

- (c) trade union's address, telephone number, fax number and cell phone number:

The Association of Professors of the University of Ottawa (APUO)
348-85 University Private
Ottawa, Ontario
K1N 6N5

Tel: 613-562-5800 ext. 4364
Fax: 613-562-5197

(d) name and title of officer, official or agent of trade union having knowledge of the grievance:

**Robert Leclerc
APUO**

(e) name of the grievor:

Denis Rancourt

(f) date grievance filed and nature of grievance:

Grievance filed on: December 13, 2007

Nature of grievance: Letter of reprimand

G15: PHY 1722 W2007 grades too high; continued harassment by the University

2. A collective agreement was entered into by the above parties and expired on :

April 30, 2008

3. Copies of the cover page, the recognition clause, the grievance procedure and the confirmation of ratification by both parties of the Collective Agreement are attached. Copies of the grievances and any replies are attached.

4. Name(s) and address(es) of any other person(s) interested in or affected by the subject matter of this grievance:

5. Name, address, telephone number, fax number and cell phone number of counsel for the employer (if applicable):

**Lynn Harnden
Emond Harnden
Glebe Chambers
707 Bank Street
Ottawa, Ontario
K1S 3V1**

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Fax: (613) 563-8100

6. Name, address, telephone number, fax number and cell phone number of counsel for the Trade Union (if applicable):

Sean McGee
Nelligan O'Brien Payne LLP
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Tel.: (613) 231-8232

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CERTIFICATE OF SERVICE

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Sean McGee
Nelligan O'Brien Payne LLP
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Mr. Robert Leclerc
The Association of Professors of the University of Ottawa (APUO)
348-85 University Private
Ottawa, Ontario K1N 6N5
Fax: (613) 562-5197

Dated at **Ottawa**, this **28th** day of **January, 2011**.

Lynn Harnden
Name of party making request

Lawyer
Title

Signature

Notice

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400 University Avenue, 9th Floor
Toronto, Ontario M7A 1T7

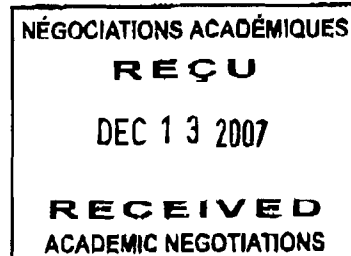
Telephone: (416) 326-1300
Facsimile: (416) 326-1329

All further communications concerning the request should also be addressed to the Registrar, Office of Arbitration.

- (2) It is the responsibility of both parties to ensure that any other person who may be interested in or affected by the subject of the request be given reasonable notice of the hearing.
- (3) An Arbitrator appointed under section 49 of the *Act* must commence to hear the matter referred to him/her **within twenty-one days after receipt of the request by the Minister**. The Office of Arbitration will advise parties of the hearing date.
- (4) **Section 49(4) of the *Act* requires that an arbitrator be appointed on the request of either party. Furthermore any questions as to the arbitrability or timeliness of a grievance are to be referred to the Arbitrator, who shall have exclusive jurisdiction to hear and determine the matter.**

December 13, 2007

Louise Pagé-Valin
Associate Vice-President
Human Resources Services
University of Ottawa
Tabaret Hall
550 Cumberland Street
(delivered by hand)



Grievance against the university's step toward firing a professor for using a teaching method that results in high student grades

Re: Grievance G-15 (my code); PHY 1722 W2007 grades too high; continued harassment by the university

This grievance is made public, in the interest of transparency and the public good.

Dear Mrs. Pagé-Valin:

On April 30, 2007, the university barred me from all three of the first-year physics and science courses that I developed, without discussing this with me, without providing an explanation, and despite overwhelming student and community interest in my courses and despite numerous letters of support.

Since the fall of 2005 when I gave a physics course in a novel (and highly successful) way, the so-called "activism course", the university has advanced a series of charges against me based on alleged infractions and using various unjustified pretexts. The university's treatment of me appears as punishment for using novel teaching methods, for my criticisms of the university and its administration, and for grieving the harassment itself.

One of the first-year physics courses that I developed was the new course PHY 1722 (first offered in winter 2006); the second-term of the first-year physics course for students in the life sciences. I gave this course with great success in the winter 2006 term, when the voluntary student attendance rate was an unprecedented 90% all term and where the students did better on their final exam than in any previous year in my 21 years teaching first-year physics, largely due to the novel teaching method that I implemented.

Now, the university has taken a step toward firing me because the student grades in PHY 1722, winter 2006, were higher than the student grades in the physics courses that I have taught in the

past. (Letter of reprimand dated November 22, 2007, signed by the dean of the Faculty of Science, André E. Lalonde, attached.)

The November 22, 2007, letter of reprimand is without merit. Large differences in student grades between courses taught in different years do not, on their own, constitute valid grounds for the university to take a step toward firing a professor.

To have gone this route, in my opinion, shows malice, bad faith, and discrimination against me. The university's attack appears to be politically motivated to cover its past errors and violations, possibly in an effort to pressure me into a mediation that would trade off my valid complaints for essentially fabricated charges. It appears to be intended as intimidation and as a late-in-time tactic to protect President Patry and the university administration from my grievances for invalid disciplinary charges and for undue interference in my workload assignment for 2007-2008.

The transcript of our related meeting of August 27, 2007, makes some of this amply clear (39.4.2.1 meeting, transcript attached).

A formal grievance such as this one is the required first step to remove the university's letter of reprimand and threat of dismissal. The university's reprimand needs to be understood as part of a continuing and sustained harassment campaign against me (see below). I ask for reparations (see below): an unqualified written apology, monetary reparation to fund a student scholarship, and credit toward my next sabbatical leave for loss of professional development time.

DETAILS AND MORE SUPPORTING EVIDENCE

Some of the anomalies and violations of the Collective Agreement that give the broad general context of sustained and continuing harassment by the university, accompanying the letter of reprimand of November 22, 2007, are documented in my previous grievances: G-9, G-10, G-11, G-12, G-13, and G-14 (my codes, attached).

The November 22nd letter of reprimand is an example of abuse where the university has summarily filed a letter of reprimand and threat of dismissal without even responding to my related September 28, 2007, answer and invitation (attached) to have an informal and collegial discussion about PHY 1722 with the dean.

REPARATIONS

- (1) I ask that the letter of reprimand and of threat be removed from my file.
- (2) I ask for an unqualified written apology from the university for this element of harassment that is obviously without merit, signed by all university officers who played a role in the dean's action.
- (3) I ask that the general harassment and repression context be considered and evaluated in attributing me significant and fair monetary reparation, for loss of professional advancement, for pain and suffering, for unjust treatment, and for defamation.

I pledge to donate the entire latter amount to an independent scholarship or scholarship fund, to be jointly administered by several student groups or associations, for activist students and community members (such as members of the FEC) who have made particularly incisive and insightful criticisms of university governance and management and/or who have lead actions to make perceived institutional problems into public issues. This would be a small price to pay to nurture and encourage vigilant and independent criticism. It would also help make the needed activists of tomorrow.

(4) To help in partially recovering lost time and lost research career advancement, I ask to be attributed four year-of-service credits toward my next sabbatical leave(s).

Sincerely,

A handwritten signature in cursive script that reads "Denis Rancourt". The signature is written in black ink and includes a long, horizontal flourish extending to the right.

Denis Rancourt
(Professor)

See list of attachments on next page.
Cc: APUO, dean, open letter.

MEMORANDUM OF AGREEMENT

Between :

The University of Ottawa

(Employer)

And


The Association of Professors of the University of Ottawa

(APUO)

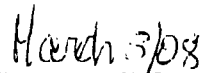
Waiver of Step 1 meetings for grievances submitted by Denis Rancourt

1. Professor Denis Rancourt has submitted the following grievances for which Step 1 meetings have not yet been held as provided by article 13.4.2 of the collective agreement:
 - i) Abuse of Collective Agreement process (39.4.2.1) to intimidate and harass a member (G-10) dated 9 July 2007
 - ii) Employer's interference with PHY4006 course delivery (G-11) dated 16 August 2007
 - iii) Abuse of Collective Agreement process (39.4.2.1) to intimidate and harass a member, again (G-12) dated 17 September 2007
 - iv) Notice of grievance against the University's November 16, 2007 letter of reprimand and threat of dismissal and against the university's sustained and continuing harassment of Professor Denis Rancourt (G-13) dated 5 December 2007
 - v) Grievance against the university's step toward firing professor for using too broad a view in teaching Science and Society course (G-14) dated 10 December 2007
 - vi) Grievance against the University's step toward firing a professor for using a teaching method that results in high student grades (G15) dated 13 December 2007
2. As provided by article 13.4.3, the Employer and APUO agree to waive the Step 1 meetings required under article 13.4.2 for the grievances listed in 1 above, and in lieu of separate memoranda under 13.4.5 of the collective agreement, it is understood that there has been no resolution of the grievances.
3. The time delay for Professor Rancourt to request that the grievances proceed to the next step shall be counted from the date on which the last signature has been obtained below.
4. It is understood that the time delay for subsequent steps, including the notification as to whether the Association has assumed any of the above-noted grievances, is extended to allow for the Association's internal process to be completed.

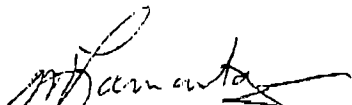
Signed



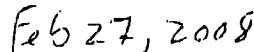
 University of Ottawa



 Date



 APUO



 Date

Handwritten notes:
 11/20/07
 ...
 ...

CONVENTION COLLECTIVE

entre

L'UNIVERSITÉ D'OTTAWA

et

L'ASSOCIATION DES PROFESSEURS DE L'UNIVERSITÉ D'OTTAWA

1 MAI 2004 AU 30 AVRIL 2008

COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF OTTAWA

and

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

1 MAY 2004 TO 30 APRIL 2008