LETTER OF UNDERSTANDING

BETWEEN
University of Ottawa (the "Employer")

And

Association of Professors of the University of Ottawa ("APUO")

Regarding

COVID-19 | Use of PER by Members who retire during the 2021-2022 Academic Year

WHEREAS, on May 15, 2020, the Employer and the APUO entered into a Letter of Understanding regarding the impact of COVID-19 on the use of Professional Expense Reimbursement (PER) by APUO Members who retire on or after March 16, 2020 (the "2020 LOU");

WHEREAS the 2020 LOU will expire on April 29, 2021;

AND WHEREAS, the evolving circumstances regarding the spread of the novel coronavirus COVID-19 in Canada and internationally, the issuance of statements, declarations of emergency, directives, orders and recommendations by public health and government officials in connection with containing the spread of COVID-19 and protecting the public are likely to continue for an uncertain period and could have an impact on the use of PER by Members who retire during the 2021-2022 academic year (referred to as the "exceptional circumstances");

NOW THEREFORE, the parties agree as follows:

- 1. Members with an effective date of retirement on or after March 16, 2020 or during the 2021-2022 academic year will be allowed a grace period until June 30, 2022 to use their PER funds and internal and general research funds remaining as of the date of their retirement for allowable professional expenses and eligible expenditures, respectively.
- 2. This Letter of Understanding is effective on the date of signature by both parties and shall end on June 30, 2022.
- 3. The Employer and the APUO recognize that the Collective Agreement between them expires on April 30, 2021. The Employer and the APUO agree that the provisions of this Letter of Understanding shall not remain in effect beyond its expiry date and shall not have binding effect after such date or form part of the succession of any new subsequent collective agreement ratified by the parties. The termination or expiry of this Letter of Understanding prevails over any agreement or any other means that has the effect of continuing or incorporating by reference into a new collective agreement letters of understanding existing at the end of the collective bargaining process or on the effective date of a new Collective Agreement.
- 4. Both parties reserve all of their rights under the Collective Agreement.

5. This Letter of Understanding is without prejudice and precedent to both parties.

Agreed to on the 29th of March, 2021.

Dimitri Karmis

President, APUO

Jules Carrière

Vice-Provost, Faculty Relations, University of Ottawa