

LETTER OF UNDERSTANDING
BETWEEN
University of Ottawa (the “**Employer**”)
And
Association of Professors of the University of Ottawa (“**APUO**”)
Regarding
COVID-19 | Performance Assessment of Members

WHEREAS, on June 30, 2020, the Employer and the APUO entered into a Letter of Understanding regarding the impact of COVID-19 on performance assessment of APUO Members (the “**2020 LOU**”);

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

WHEREAS, the evolving circumstances regarding the spread of the novel coronavirus COVID-19 in Canada and internationally, to 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 (referred to as the “**exceptional circumstances**”);

AND WHEREAS, due to the exceptional circumstances, the performance evaluations and all career recommendations and decision processes of Members may be affected;

NOW THEREFORE, for the 2021 Spring /Summer term, the 2021 Fall term and the 2022 Winter term, the parties agree as follows:

1. For Faculty Members and Continuing Special Appointment Professor (CSAP) Members: In performance evaluations, and career recommendations and decision processes under the Collective Agreement, the Employer must consider information that Faculty Members and CSAP Members make available in their annual reports, contract renewal applications, promotion, tenure and continuing appointment applications, and academic and professional leave applications showing how the exceptional circumstances have detrimentally impacted their teaching activities, scholarly activities and/or academic service activities and, hence, their performance during the exceptional period. It is understood and agreed that the information provided by Members will not unreasonably affect the outcome of performance evaluations and career recommendations and decision processes under the Collective Agreement.
2. For Librarian Members: In performance evaluations, and career recommendations and decision processes under the Collective Agreement, the Employer must consider information that Librarian Members wish to make available in their annual reports, promotion and continuing appointment applications, and academic leave applications

showing how the exceptional circumstances have detrimentally impacted their professional activities, scholarly activities, administrative activities and/or academic service activities and, hence, their performance during the exceptional period. It is understood and agreed that the information provided by Members will not unreasonably affect the outcome of performance evaluations and career recommendations and decision processes under the Collective Agreement.

3. The expression “performance evaluations and career recommendations and decision processes under the Collective Agreement” referred to in Sections 1 and 2 of this Letter of Understanding means the following:
 - a. Recommendations from the DTPC, the FTPC, the LPC, the Dean, the University Librarian and any other peer committee or representative of the Employer as referred to in Article 5 of the Collective Agreement;
 - b. Annual reports and reviews as referred to in Article 23 of the Collective Agreement;
 - c. Contract renewal applications as referred to in Article 17 of the Collective Agreement;
 - d. Promotion, Tenure and Continuing Appointment applications submitted by a Member as referred to in Articles 17, 18 and 25 of the Collective Agreement;
 - e. Academic leave applications as referred to in Articles 26 and 31 of the Collective Agreement;
 - f. Professional leave applications as referred to in Article 29.4 of the Collective Agreement and in the CSAP Letter of Understanding agreed-to during the 2018-2021 Collective Agreement bargaining process.
4. This Letter of Understanding is effective on the date of signature by both parties and shall end on April 30, 2022.
5. The Employer and the APUO recognize that the Collective Agreement between them expires on April 30, 2021. The Employer and APUO agree that the provisions of this Letter of Understanding 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.
6. Both parties reserve all of their rights under the Collective Agreement.
7. If the exceptional period is to continue into the 2022 Spring/Summer term, the parties agree to discuss the possible renewal and/or possible amendment of this Letter of Understanding no later than March 15, 2022.

8. This Letter of Understanding is without prejudice or precedent to both parties. The parties acknowledge that this Letter of Understanding is about the impact of COVID-19 events only and that the Dean, the University Librarian, and the Employer are not bound to follow decisions made under this Letter of Understanding when considering or addressing the impact of other events on performance evaluations, and/or career recommendations and decisions processes under the Collective Agreement.

Agreed to on the 30th day of March, 2021.



Dimitri Karmis
President, APUO



Jules Carrière
Vice-Provost, Faculty Relations, University of Ottawa