

LETTER OF UNDERSTANDING
BETWEEN
University of Ottawa (the “**Employer**”)
And
Association of Professors of the University of Ottawa (“**APUO**”)
Regarding
COVID-19 | Promotion, Tenure, and Continuing Appointment Processes

WHEREAS, on May 15, 2020, the Employer and the APUO entered into a Letter of Understanding regarding the impact of COVID-19 on Promotion/Tenure and Continuing Appointment Processes (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, 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**”);

NOW THEREFORE, the parties agree as follows:

1. The Employer will continue to process all applications for promotion, tenure, and continuing appointment in accordance with the Collective Agreement by operating remotely and virtually wherever feasible.
2. Where the Collective Agreement provides for the Member to appear in-person at a meeting in connection with the processing of the Member’s application for promotion, tenure or continuing appointment, the Member shall be given the option to attend the meeting by videoconference or via teleconference.
3. Any Direct Peer Review of Teaching (DPRT), as referred to in Article 24.2.2 of the Collective Agreement, scheduled to occur during the term of this Letter of Understanding and any opinions, recommendations, or decisions of the Employer related to such DPRT in connection with a tenure and/or promotion application shall be held in abeyance until the expiry of this Letter of Understanding unless the Member requests that their DPRT proceed regardless of the exceptional circumstances.
4. If requested by a regular non-tenured tenure-track Faculty Member with a contract who was hired by the University of Ottawa between May 15, 2020 and the effective date of this letter of understanding and has not received an extension, the Employer will grant an extension of a period of one (1) year to such Faculty Member’s contract. In this case,

notwithstanding Article 25.1.7.3 of the Collective Agreement which states: “A Member must apply no later than the sixth year of continuous employment at a rank of Assistant Professor or higher at the University of Ottawa”, the deadline to apply for tenure will be delayed for one (1) year.

5. If requested by a Librarian Member on a preliminary appointment, as referred to in Article 17.7.3.3 of the Collective Agreement, who was hired by the University of Ottawa between May 15, 2020 and the effective date of this letter of understanding and has not received an extension, the length of the Librarian Member’s preliminary appointment shall be extended by a period of six (6) months from the expiry date of the term of the preliminary appointment.
6. The Employer agrees to provide APUO with a list of the Members who have been granted contract extensions pursuant to paragraphs 4 and 5 of this Letter of Understanding.
7. This Letter of Understanding is effective on the date of signature by both parties and shall end on April 30, 2022.
8. 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.
9. Both parties reserve all of their rights under the Collective Agreement.
10. This Letter of Understanding is without prejudice and precedent to both parties.

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



Dimitri Karmis
President, APUO



Jules Carrière

Vice-Provost, Faculty Relations, University of Ottawa