

MEMORANDUM OF UNDERSTANDING

Between

**THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA
(the “APUO”)**

And

**THE UNIVERSITY OF OTTAWA
(the “University”)**

Regarding the *Protecting a Sustainable Public Sector for Future Generation Act*

WHEREAS the *Protecting a Sustainable Public Sector for Future Generation Act*, 2019 made its way through the Legislature of Ontario as Bill 124 and received Royal Assent on November 7, 2019 (the “Act”) and the Parties are subject to the provisions of it;

AND WHEREAS section 10 (1) of the Act. states “**10** (1) No collective agreement or arbitration award may provide for an increase in a salary rate applicable to a position or class of positions during the applicable moderation period that is greater than one per cent for each 12-month period of the moderation period, but they may provide for increases that are lower.”

AND WHEREAS section 11 (1) of the Act. states “**11** (1) During the applicable moderation period, no collective agreement or arbitration award may provide for any incremental increases to existing compensation entitlements or for new compensation entitlements that in total equal more than one per cent on average for all employees covered by the collective agreement for each 12-month period of the moderation period.”

AND WHEREAS several Ontario unions, including the APUO via the Ontario Confederation of University Faculty Associations (“OCUFA”), are in the process of challenging the constitutionality of the Act before the courts and that as of the date of this Memorandum of Understanding, the court challenges are still in the earliest stages of the legal process and that the Act is still in force and effect.

AND WHEREAS during the course of bargaining in relation to the Collective Agreement for the period May 1, 2021 to April 30, 2024, the Parties reached agreement on provisions relating to compensation increases in accordance with the Act that are incorporated into the collective agreement commencing May 1, 2021.

NOW THEREFORE the parties agree to the following terms:

1. The negotiated compensation increases are agreed to without prejudice to APUO’s right to continue its constitutional challenge of the Act and to obtain a remedy in relation to the same from the courts.
2. In the event that the Act is repealed or amended by the Ontario Legislature to provide increases in compensation above 1%, or is declared invalid, in whole or in part, by any court, and not replaced with similar legislation with provisions about compensation increases, then, in such case, the Parties agree to meet to re-engage in discussions on benefits and the percentage economic increases listed in Article 41.2 of the Collective Agreement for the

- corresponding moderation period of May 1, 2021 to April 30, 2024. The Parties agree that any discussions regarding benefits shall not apply retroactively.
3. The first meeting to re-engage in discussions as per paragraph 2 should occur no later than thirty (30) days following a court decision to declare the Act invalid, in whole or in part, or the legislature's decision to repeal or amend the Act.
 4. During the course of collective bargaining, the Parties reached an agreement on a number of other matters that have been incorporated into the collective agreement commencing May 1, 2021, none of which impact compensation so as to fall within the ambit of the Act. Accordingly, the Parties agree not to re-engage in discussion on such other matters should the Parties meet to discuss as per paragraph 2 of this MOU.
 5. Should the Parties reach an impasse on the quantum of any percentage increase to salary rates or on benefits, or in regard to the retroactive application of any increases to salary rates, the Parties shall remit outstanding issues to a mutually agreeable third party for mediation and/or arbitration.
 6. This MOU is effective on the date of signature by both parties and shall end on April 29, 2024. It may be extended by mutual agreement of the Parties, such extension shall not be unreasonably refused.

These modifications will be effective upon the date of ratification.

SIGNED at Ottawa, this 8th day of July 2021.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator