

LETTER OF UNDERSTANDING

BETWEEN
THE UNIVERSITY OF OTTAWA

(University)

- and -

THE ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA

(Association)

Regarding Association Employees

WHEREAS the LOU titled “Regarding APUO Employees” attached as Schedule A was signed in 1993 and renewed by mutual consent during each round of collective bargaining up to April 30, 2021;

WHEREAS the MOA titled “Regarding communications involving APUO” attached as Schedule B was signed in 2007 and renewed by mutual consent during each round of collective bargaining up to April 30, 2021;

WHEREAS the Association benefits, via its e-mail accounts, from the use of University resources including library services;

WHEREAS the University has identified costs to the University that are not being fully refunded by the Association and potential legal risks arising from the agreements listed above;

THEREFORE, the parties agree that:

1. Both the 1993 LOU titled “Regarding APUO Employees” and the 2007 MOA titled “Regarding communications involving APUO” are renewed until April 29, 2024.
2. Within two months of the ratification of the Collective Agreement with a start date of May 1, 2021, a working group comprised of three (3) management representatives, appointed by the University, and three (3) APUO representatives, appointed by the APUO. The parties shall advise each other of their nominees, in writing, five (5) days prior to the first meeting.
3. The working group will meet to discuss the costs and potential legal risks associated with the agreements listed above. The University accepts that it is the University’s responsibility to clearly identify the potential legal risks of these agreements.
4. The working group will submit their report to the Parties no later than one (1) year after the ratification of the Collective Agreement with a start date of May 1, 2021. The mandate of the working group may be extended by six (6) months by mutual agreement of the Parties, such extension shall not be unreasonably refused.
5. The Parties agree to meet following the receipt of the working group report to discuss the findings outlined in the report, and next steps including the possibility of the continuation of existing arrangements between the University and the Association.
6. If the Parties aren’t able to come to an agreement following the receipt of the report, the Parties agree to remit the issue to a mutually agreeable third party for mediation and/or arbitration.
7. This LOU shall expire on April 29, 2024.

Jules Carrière
UNIVERSITY OF OTTAWA
Chief Negotiator

Dalie Giroux
APUO
Chief Negotiator