

## MEMORANDUM OF UNDERSTANDING

Between

University of Ottawa (the “**Employer**”) and

the Association of Professors of The University of Ottawa (“**APUO**”)

(Collectively, the “**Parties**”)

Regarding the *Protecting a Sustainable Public Sector for Future Generation Act* (“**Bill 124**”)

WHEREAS during the course of bargaining in relation to the Collective Agreement for the period of May 1, 2021, to April 30, 2024, the Parties reached an agreement on provisions relating to compensation increases in accordance with Bill 124 that are incorporated into the Collective Agreement commencing May 1, 2021, and ending April 30, 2024;

WHEREAS the Parties signed a Letter of Understanding (LOU) on July 8, 2021, stipulating that in the event Bill 124 were to be amended by the Ontario Legislature to provide for compensation increases in excess of 1%, or if Bill 124 were to be declared invalid, in whole or in part, by a court, and was not replaced by similar legislation with provisions relating to compensation increases, the Parties would meet to resume discussions on compensation matters during the corresponding moderation period, i.e., from May 1, 2021, to April 30, 2024;

WHEREAS on November 29, 2022, Bill 124 was declared null and void by Ontario’s Superior Court of Justice;

WHEREAS the government of Ontario has appealed this decision, the outcome of which remains uncertain;

WHEREAS the Parties agree that Bill 124 is no longer in effect at the time of signing this Memorandum of Understanding;

WHEREAS the Parties held meetings referred to in the LOU and reached an agreement in principle;

THEREFORE the Parties agree to the following terms:

1. The Parties agree on the following salary increase rates for the period from May 1, 2021, to April 30, 2024:

May 1, 2021 – April 30, 2022	An additional 1.25% for a total of 2.25%
May 1, 2022 – April 30, 2023	An additional 2% for a total of 3%
May 1, 2023 – April 30, 2024	An additional 2.25% for a total of 3.25%

2. This Memorandum of Understanding (MOU) is conditional upon ratification by the members of the APUO and approval from the Executive Committee of the Board of Governors of the University of Ottawa. The Parties will schedule ratification meetings to take place as soon as possible, but no later than twenty-one (21) calendar days after the signing of this MOU.
3. All salary adjustments will be applied to the salaries of current and former members within one hundred and twenty (120) days of ratification of this agreement, and any retroactivity will be paid within that period. A lump sum will be paid to any member who was employed at any time between May 1, 2021, and April 30, 2024. For example, a faculty member hired on September 1, 2022, would only receive a lump sum for a prorated portion of the 2022-2023 year and a full year's increase for the 2023-2024 year increases (that is, a prorated lump sum for the 2023-2024 year retroactive period and a salary adjustment thereafter).
4. The Parties agree that paragraph 5 will not be activated until all disputes and legal proceedings in connection with Bill 124 have been fully resolved and completed.
5. APUO agrees that its members should not receive double compensation for compensation losses resulting from Bill 124. In the event that the Government of Ontario pays APUO members financial wage compensation (excluding any possible punitive compensation), the Parties will meet no later than fifteen (15) business days following the activation of this paragraph, to determine whether double compensation has occurred and if so, the method by which members will reimburse the Employer for the double compensation they would have received. In the event that the Parties are unable to reach agreement, the Parties will jointly agree upon an arbitrator who will convene a meeting with the Parties to determine the remedy to this matter either by mediation, and if that fails, by arbitration.
6. The Parties agree to recommend acceptance of the terms and conditions of this MOU to their respective officers.
7. This MOU resolves all claims the APUO may have in any way against the University for lost compensation arising from Bill 124. In addition, the Parties agree that the provisions of the aforementioned LOU dated July 8, 2021, are fully satisfied and that the LOU is no longer in effect upon execution of this MOU.
8. Except for those matters expressly dealt with in this memorandum, APUO and the Employer reserve their rights under the Collective Agreement, including the implementation of this MOU.

Concluded on October 5, 2023

Dimitri Karmis  
APUO President

Jules Carrière  
Vice-Provost, Faculty Relations  
University of Ottawa