

LETTER OF UNDERSTANDING
BETWEEN
University of Ottawa (the “**Employer**”)
And
Association of Professors of the University of Ottawa (“**APUO**”)
Regarding
COVID-19 Academic and Professional Leave

WHEREAS, in response to the evolving circumstances regarding the spread of the 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, and in the interest of the health and safety of the University community while ensuring, to the extent possible, the continuity of academic activities, the Employer cancelled in-person instruction from March 16, 2020, with all courses to be delivered via distance learning for the remainder of the 2020 Winter term and for the 2020 Spring/Summer term, and requires all employees to work remotely unless their physical presence is required by the Employer (referred to as the “**exceptional circumstances**”);

AND WHEREAS the exceptional circumstances will continue for a period until public health and government officials advise the public that normal business operations can return and until the Employer decides to return to its normal activities (referred to as the “**exceptional period**”);

AND WHEREAS the projects of Faculty Members who are on academic leave during the period of January 1, 2020 to June 30, 2020 may be impacted by the exceptional circumstances;

AND WHEREAS the projects of Continuing Special Appointments Professors (CSAPs) Members who are on professional leave during the period January 1, 2020 to April 30, 2020 may be impacted by the exceptional circumstances;

AND WHEREAS the description of work of Librarian Members who are on academic leave during the period January 1, 2020 to August 30, 2020 may be impacted by the exceptional circumstances;

AND WHEREAS the exceptional circumstances could impact projects that are the subject of academic leaves and professional leaves scheduled to commence July 1, 2020.

NOW THEREFORE, the parties agree as follows:

1. Academic freedom as referred to in Article 9 of the Collective Agreement remains a core value shared by both parties and will not be affected by this Letter of Understanding.

2. A Faculty Member, on academic leave during the period of January 01, 2020 to June 30, 2020, has ten (10) working days following the effective date as set out in section 8 of this LOU to provide information to the Dean to support that, due to the exceptional circumstances, the project described in the Member's application for academic leave:
 - a. can no longer be pursued as described in the Faculty Member's application for academic leave, or
 - b. has changed substantively and/or will be significantly delayed and such change and/or delay cannot be mitigated by the Faculty Member in any meaningful manner or within a reasonable timeframe;

and to request that the Dean either:

- i. permit the Faculty Member to re-schedule the academic leave to take place during one of the periods of July 1, 2020 to December 31, 2020, January 1, 2021 to June 30, 2021 (or any other period agreed to by the Member and the Dean) for a duration commensurate to the duration impacted by the exceptional circumstances during the academic leave; or
- ii. reimburse the Faculty Member a number of credits for their January 2020 to June 2020 academic leave into their "credited years of service bank" that is prorated or commensurate to the portion of academic leave that was impacted by the exceptional circumstances; or
- iii. grant other exceptional measure(s) that both the Dean and the Faculty Member deem suitable and feasible.

The Dean will consider the information submitted by the Faculty Member. The request may be approved, or refused on reasonable grounds. If approved by the Dean, 2 (i), (ii) or (iii) of this Letter of Understanding will apply and the Faculty Member's workload duties will be adjusted accordingly for the current and/or subsequent academic year. The Dean will decide within ten (10) working days of receiving the request.

3. A CSAP Member, on professional leave during the period of January 1, 2020 to April 30, 2020, has ten (10) working days following the effective date as set out in section 8 of this LOU to provide information to the Dean to support that, due to the exceptional circumstances, the project described in the CSAP Member's application for professional leave:
 - a. can no longer be pursued as described in the CSAP Member's application for professional leave, or

- b. has changed substantively and/or will be significantly delayed and such change and/or delay cannot be mitigated by the CSAP Member in any meaningful manner or within a reasonable timeframe;

and to request that the Dean either:

- i. permit the CSAP Member to re-schedule the professional leave to take place during one of the periods of September 1, 2020 to December 31, 2020 or January 1, 2021 to April 30, 2021 (or any other period agreed to by the CSAP Member and the Dean) for a duration commensurate to the portion of professional leave that was impacted by the exceptional circumstances, or
- ii. grant other exceptional measure(s) that both the Dean and the CSAP Member deem suitable and feasible.

The Dean will consider the information submitted by the CSAP Member. The request may be approved, or refused on reasonable grounds. If approved by the Dean, 3 (i), or (ii) of this Letter of Understanding will apply and the CSAP Member's workload duties will be adjusted accordingly for the current and/or subsequent academic year. The Dean will decide within ten (10) working days of receiving the request.

- 4. A Librarian Member, on academic leave during the period of January 1, 2020 to June 30, 2020, has ten (10) working days following the effective date as set out in section 8 of this LOU to provide information to the University Librarian to support that, due to the exceptional circumstances, the project described in the Librarian Member's application for academic leave:
 - a. can no longer be pursued as described in the Librarian Member's application for academic leave, or
 - b. has changed substantively and/or will be significantly delayed and such change and/or delay cannot be mitigated by the Librarian Member in any meaningful manner within a reasonable timeframe;

and to request that the University Librarian either:

- i. permit the Librarian Member to re-schedule the academic leave to take place during July 1, 2020 to June 30, 2021 (or any other period agreed to by the Librarian Member and the University Librarian) and for a duration commensurate to the portion of the academic leave that was impacted by the exceptional circumstances; or

- ii. reimburse the Librarian Member a number of credits for the January 2020 to June 2020 academic leave into their “credited years of service bank” that is prorated or commensurate to the portion of academic leave that was impacted by the exceptional circumstances; or
- iii. grant other exceptional measure(s) that both the University Librarian and the Librarian Member deem suitable and feasible.

The University Librarian will consider the information submitted by the Librarian Member. The request may be approved, or refused on reasonable grounds. If approved by the University Librarian, 4 (i), (ii) or (iii) of this LOU will apply and the Librarian Member’s workload duties will be adjusted accordingly for the current and/or subsequent academic year. The University Librarian will decide within ten (10) working days of receiving the request.

5. If a Faculty Member, Librarian Member or a CSAP Member who is scheduled to be on an academic leave or professional leave from July 1, 2020 to June 30, 2021, becomes aware that, due to the exceptional circumstances, the project described in the application for academic leave or professional leave can no longer be pursued, he or she shall notify, by no later than June 1, 2020, the Dean or the University Librarian and Collective Agreement Articles 26.7.7 and 31.2.3.7 in the case of academic leave and Article 29.4.3.8, in the case of professional leave, shall apply *mutatis mutandis*. A Faculty Member whose academic leave is re-scheduled under paragraph 5 of this Letter of Understanding will be permitted to accumulate additional credited service commensurate to the length of the deferral period beyond the maximum years of credited service allowable under Articles 26.3.1, 26.3.2.1(c) and 26.4.2 of the Collective Agreement. A Librarian Member whose academic leave is re-scheduled under paragraph 5 of this Letter of Understanding will be permitted to accumulate additional credited service commensurate to the length of the postponement period beyond the maximum years of credited service allowable under Articles 26.3.1 and 26.3.2.1(c) of the Collective Agreement.
6. The parties reserve all of their rights in the Collective Agreement.
7. This Letter of Understanding is without prejudice or precedent to both parties. The parties further 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 that may occur during an existing or future academic leave or professional leave.
8. This Letter of Understanding is effective on the date of signature by both parties and shall end on April 29, 2021 or the date following the end of the exceptional period, whichever comes first.

Agreed to on the __15th__ day of May, 2020.



Dimitri Karmis
President, APUO



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