

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, 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 processing of applications for promotion/tenure and continuing appointments may be impacted by the exceptional circumstances during the exceptional period;

AND WHEREAS, due to the exceptional circumstances, regular non-tenured Faculty Members and Librarian Members may be prevented from fulfilling the obligations arising from their respective contracts or preliminary appointments;

NOW THEREFORE, the parties agree as follows:

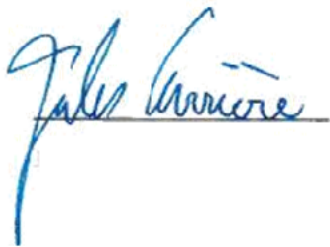
1. During the exceptional period, the Employer will continue to process all applications for promotion/tenure and continuing appointment in accordance with the Collective Agreement by operating remotely and virtually wherever feasible.
2. Where the Collective Agreement provides for the Member to appear 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 during the exceptional period.

3. The parties agree that any Direct Peer Review of Teaching (DPRT), as referred to in Article 24.2.2 of the Collective Agreement, scheduled to occur during the exceptional period and any opinions, recommendations or decisions of the Employer related to such DPRT in connection with a tenure and promotion application shall be held in abeyance until the exceptional period is over.
4. Regular non-tenured Faculty Members with a contract will be granted a one-time extension of a period of 1 year to such Faculty Member's contract.
5. 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*", such Member must apply for tenure no later than the seventh year of continuous employment at a rank of Assistant Professor or higher at the University of Ottawa.
6. If requested by a Librarian Member on a preliminary appointment, as referred to in Article 17.7.3.3 of the Collective Agreement, the length of their preliminary appointment shall be extended by a period of 6 months from the expiry date of the term of the preliminary appointment.
7. The Employer agrees to provide APUO with a list of the Members who have been granted contract extensions pursuant to paragraph 4 and 6 of this Letter of Understanding.
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.
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 15th day of May, 2020.



Dimitri Karmis
President, APUO



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