

## LETTER OF UNDERSTANDING

BETWEEN

University of Ottawa (the “Employer”)

And

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

Regarding

COVID-19 Performance Assessment of Members

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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, including the closures of schools, care facilities, and national and provincial borders; 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; and it is uncertain to what extent such circumstances will continue into the 2020 Fall term (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, due to the exceptional circumstances, the performance evaluations and all career recommendations and decisions processes of Members may be affected;

NOW THEREFORE, the parties agree as follows:

1. For Faculty Members and CSAP Members: In performance evaluations, career recommendations and decision processes under the Collective Agreement, the Employer must consider information that Faculty Members and CSAP Members make available in their annual reports, contract renewal applications, promotion, tenure and continuing appointment applications, and academic and professional leave applications showing how the exceptional circumstances have detrimentally impacted their teaching activities, scholarly activities and/or academic service activities and, hence, their performance during the exceptional period. It is understood and agreed that the information provided by Members will not unreasonably affect the outcome of performance evaluations and career recommendations and decision processes under the Collective Agreement.

2. For Librarian Members: In performance evaluations, career recommendations and decision processes under the Collective Agreement, the Employer must consider information that Librarian Members wish to make available in their annual reports, promotion, continuing appointment applications, and academic leave applications showing how the exceptional circumstances have detrimentally impacted their professional activities, scholarly activities, administrative activities and/or academic service activities and, hence, their performance during the exceptional period. It is understood and agreed that the information provided by Members will not unreasonably affect the outcome of performance evaluations and career recommendations and decision processes under the Collective Agreement.
3. The expression "performance evaluations and career recommendations and decision processes under the Collective Agreement" referred to in Sections 1 and 2 of this Letter of Understanding means the following:
  - a. Recommendations from the DTPC, the FTPC, the LPC, the Dean and University Librarian and any peer committee or representative of the Employer as referred to in Article 5 of the Collective Agreement;
  - b. Annual reports and reviews as referred to in Article 23 of the Collective Agreement;
  - c. Contract renewals applications as referred to in Article 17 of the Collective Agreement;
  - d. Promotion, Tenure and Continuing Appointments applications submitted by a Member as referred to in Articles 17, 18 and 25 of the Collective Agreement;
  - e. Academic leaves applications as referred to in Articles 26 and 31 of the Collective Agreement;
  - f. Professional leaves applications as referred to in article 29.4 of the Collective Agreement and in the Continuing Special Appointment Professors (CSAP) Letter of Understanding agreed-to during the 2018-2021 Collective Agreement bargaining process.
4. 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.
5. Both parties reserve all of their rights under the Collective Agreement.
6. If the exceptional period is to continue into the 2021 Winter term, the parties agree to discuss the possible renewal and/or possible amendment of this LOU no later than November 30, 2020.
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 on performance evaluations, career recommendations and decisions processes under the Collective Agreement.

Agreed to on the 30<sup>th</sup> day of June 2020.



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Dimitri Karmis  
President, APUO



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