

**LETTER OF UNDERSTANDING**  
BETWEEN  
University of Ottawa (the “**Employer**”)  
And  
Association of Professors of the University of Ottawa (“**APUO**”)  
Regarding  
COVID-19 Time Limits, Meetings and Other Matters under the Collective Agreement

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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 of 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 time limits and the holding of meetings, mediations, arbitration hearings, and human rights and/or disciplinary investigations as required by the Collective Agreement may be impacted by the exceptional circumstances during the exceptional period.

NOW THEREFORE, the parties agree as follows:

1. The parties agree that, for the duration of the exceptional period, the mandatory time limits referred to in Article 13.2.3 shall be 20 working days for Letters of Disagreement and 30 working days for Notices of Grievance, regardless of whether the letter from the Dean or the Employer to the Member as referred to in Article 13.2.3. contains explicit mention of such time limit when referencing Articles 13.3.1 or 13.4.1 respectively.
2. The parties agree that, for the duration of the exceptional period, all other time limits referred to in Article 13 and the Grievance Mediation – Pilot Project Letter of Understanding will be flexible.
3. Meetings (including, but not limited to, disciplinary meetings under Article 39 and grievance meetings under Article 13 of the Collective Agreement) and mediations required by the Collective Agreement or the Grievance Mediation – Pilot Project that

are scheduled to occur during the exceptional period may be held by videoconference or teleconference, unless otherwise agreed to in writing by the parties.

4. Arbitration hearings required by the Collective Agreement scheduled to occur during the exceptional period may be held by videoconference or teleconference, unless otherwise agreed to in writing by the parties or unless otherwise determined by the Arbitrator.
5. Human rights complaint investigations, as referred to in Article 8 of the Collective Agreement and scheduled to occur during the exceptional period, may occur by videoconference or teleconference, unless otherwise agreed to in writing by the parties or unless otherwise determined by the Investigator.
6. 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.
7. The parties reserve all of their rights under the Collective Agreement.
8. This Letter of Understanding is without prejudice or precedent to both parties.

Agreed to on the \_\_\_ 15<sup>th</sup> \_\_\_ day of May, 2020.



Dimitri Karmis  
President, APUO



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

