

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

The Association of Part-Time Professors of the University of Ottawa (“**APTPUO**”)

and

The University of Ottawa (the “**University**”)

With respect to the impact of COVID-19 on compensation for online training and overtime work

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WHEREAS in response to the evolving circumstances regarding the spread of the coronavirus disease (COVID-19) in Canada and internationally, to recommendations by public health officials, 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 University cancelled in-person instruction from March 16, 2020, until the end of the Winter 2020 term and until further notice. The University has also encouraged all employees to work remotely unless the duties of their position require their physical presence on campus.

WHEREAS the COVID-19 pandemic has given rise to significant, unforeseen, changing, and uncertain circumstances (“**exceptional circumstances**”) impacting the delivery of courses by professors for the Winter 2020 term (“**exceptional period**”).

WHEREAS courses and learning assessments must be completed for students to finish the Winter 2020 term, keeping with the common interest of the University and APTPUO and its members.

WHEREAS article 5.1.4.3 of the Collective Agreement for the main bargaining unit stipulates the following:

*To assist Members and to facilitate technological innovation within the University community, the Employer shall inform Members of technology training programs at the University, and shall make these programs available to Members free of charge. With the prior approval of the appropriate authority, Members who participate in such program shall be paid for their time according to the applicable rate.*

WHEREAS the Teaching and Learning Support Service (TLSS) has developed a special webinar series for transforming courses for distance learning during the exceptional period and all webinars are one hour long.

WHEREAS the TLSS has recommended that APTPUO members use Adobe Connect through Contact North to deliver their courses remotely during the exceptional period.

AND WHEREAS the transition to distance learning may have resulted in overtime work for APTPUO members during the exceptional period.

The parties agree to the following:

1. Prior approval, as stated in article 5.1.4.3, to complete training during the transition period is not required given the exceptional circumstances.
2. The applicable hourly rate stated in article 5.1.4.3 is set at \$71.94 during the exceptional period. APTPUO members will be compensated once per webinar, regardless of the number of times they choose to take it.
3. A lump sum of \$71.94 will be paid to APTPUO members who use Adobe Connect through Contact North to deliver their courses remotely during the exceptional period.
4. Compensation in the amount of \$250 per three-credit course or its equivalent will be paid to APTPUO members who have had to transform their courses for distance learning during the exceptional period. Courses that cannot be taught remotely during the exceptional period and that require the continuity of in-person teaching activities will be subject to a separate agreement.
5. APTPUO will not request any additional amount for remote teaching during the exceptional period.
6. Should it appear that the exceptional circumstances will continue and give rise to the cancellation of in-person instruction for the Spring-Summer 2020 term, the parties agree to review this memorandum of understanding by April 30, 2020, and to amend it as agreed to by the parties.
7. This memorandum of understanding applies to all three APTPUO bargaining units.
8. This memorandum of understanding is without prejudice and creates no precedent for APTPUO or the University.

Agreed to on April 3, 2020.

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Robert Johnson  
President, APTPUO

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Jules Carrière  
Vice-Provost, Faculty Relations