

LETTER OF UNDERSTANDING
BETWEEN
University of Ottawa (the “**Employer**”)
And
Association of Professors of the University of Ottawa (“**APUO**”)
Regarding
COVID-19 Impact on 2021 Winter Course Development and Delivery

WHEREAS, in response to the evolving circumstances regarding the spread of the novel 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, the 2020 Spring/Summer, the 2020 Fall and the 2021 Winter terms, and requires most 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**”).

NOW THEREFORE, in ensuring course development and delivery during the exceptional period the parties agree as follows:

1. For the 2021 Winter term, the method of teaching will be online or by remote means unless the Employer has or does determine that an individual course necessitates in-person teaching.
2. The Employer’s health and safety responsibilities as described in Article 5.1.4 of the Collective Agreement remain and are not affected by this Letter of Understanding.
3. The Employer undertakes to consult with the APUO on any changes affecting the working conditions of Members, in response to the exceptional circumstances, prior to partial or full return to in-person teaching.
4. Academic freedom as defined in Article 9 of the Collective Agreement includes, but is not limited to, the freedom of the Member to choose the appropriate teaching methods and software.

5. A Member who develops and delivers distance teaching courses may request professional development and technical support assistance, such as, but is not limited to:
 - a. Central support: Support from the Teaching and Learning Support Service (TLSS).
 - b. Faculty-level support: TLSS trained personnel assigned to faculties as per the distributed model for faculty development (as referred to in the May 5, 2020, Academic Update document created by Aline Germain-Rutherford, Vice-Provost, Academic Affairs). The Dean will consider the Member's request and decide on a suitable and feasible level of assistance in consultation with the Member.
6. If at any time during the 2021 Winter term the Employer decides to modify the mode of delivery for teaching (i.e. distance teaching versus in-person teaching), Members may nevertheless, choose to continue the course via distance teaching.
7. Notwithstanding Article 35.2.1.3 of the Collective Agreement, Members will retain ownership (copyright) for all materials they develop for use in their distance teaching courses.
8. If a Member does not consent by reason that they are unable to carry out their teaching workload, or a portion thereof, due to the exceptional circumstances, the Member shall inform their Dean in writing by no later than November 16, 2020 at 5:00 p.m. and may request that the Dean apply one (1) of the following:
 - a. The Member's assigned 2021 Winter term course credits will be reassigned in a regular term within the next three (3) academic years; or
 - b. The Member will be approved for a workload reduction, as referred to in Article 30 of the Collective Agreement, for the entire 2021 Winter term equivalent to 10% of a Member's annual workload per three (3) credit course they were scheduled to teach in the 2021 Winter term; or
 - c. The Member will be approved for a leave of absence without pay, as referred to in Article 29.3 of the Collective Agreement, for the entire 2021 Winter term; or
 - d. Any other exceptional measure deemed suitable and feasible by both the Dean and the Member.
9. The Employer will allocate a one-time amount of \$300,000 and place it in a fund (the "Supernumerary Fund") to be used for the purpose of paying for 32 hours of additional teaching assistant hours, per Member, for assistance in the preparation and/or delivery of the Member's course(s) during the Winter 2021 term (the "Purpose").
 - a) Such Member may submit an application in writing to the Dean by no later than November 16, 2020 at 5:00 p.m. and may request additional or new teaching assistant hours for the stated Purpose and that the funding be paid for from the Supernumerary Fund.

b) The allocation of the Supernumerary Fund will be proportionate to the total number of eligible applications received by the Employer and the amount available in the Supernumerary Fund.

c) If there are funds remaining in the Supernumerary Fund as of April 29, 2021, such remaining funds shall be returned to the Employer.

d) The provisions of this Section 9 are at all times subject to the availability of qualified teaching assistants and to the relevant provisions of the Collective Agreement between the Employer and CUPE 2626.

10. The APUO agrees to withdraw the APUO Notice of Grievance A-20-13_20-129 as of the effective date of signature of this Letter of Understanding.

11. A Member may request in writing, stating reasons, that the Employer complete the form based on Canada Revenue Agency (currently the T2200 Form) rules and regulations as required for the employee to use in support of a claim for qualifying employee expenses.

12. 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.

13. Both parties reserve all of their rights under the Collective Agreement.

14. This Letter of Understanding is without prejudice or precedent to both parties.

Agreed to on the 4th day of November, 2020.

Dimitri Karmis
President, APUO

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