

April 24, 2020

Jill Scott
Provost and Vice-President, Academic Affairs
University of Ottawa

Dear colleague, dear Jill,

I am writing to inform you that the Association has recently become aware of a memo circulated by Dean Kee, on behalf of the Provost and Vice-President Academic Affairs, on April 20, 2020 entitled: *Addendum – Workload letters for 2020-2021*. This memo states that due to the COVID-19 pandemic, it is possible “the University must cancel in-person instruction, please be advised that your course load for the 2020-2021 academic year may require, in whole or in part, delivery via distance learning”. While the Association appreciates the difficult circumstances that the Employer is facing in light of the pandemic, this memorandum raises some serious concerns about altering workload assignments and the Collective Agreement.

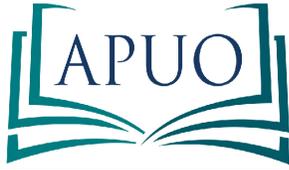
First, the Dean is not permitted to alter workload assignments after May 1, 2020 unless the change is made clearly necessary by the circumstances and such a change is to occur *in consultation with the Member concerned*. It is therefore understood that such a change cannot be unilaterally imposed on an APUO Member.

Second, the term distance learning is not a term that is defined in the Collective Agreement therefore, it is unclear what this means and whether or not this includes simply delivering all or portions of a course via the internet or the creation of an online course. It is important to keep in mind why this distinction is of importance.

Article 22.2.3 states that courses taught via unconventional methods, including but not limited to, teleconference teaching or via the internet, may be included in a Member’s workload *only with this Member’s prior consent*.

Article 22.2.3.2 states the assignment of an online course will follow the regulations provided for in the Collective Agreement and in the faculties and departments. In creating and developing these courses, the Employer has committed to provide Member’s with professional development and technical support assistance.

In addition, if the Employer is choosing to deliver online courses, Article 22.2.7 states that the following conditions must be met:



- (a) The Member and the department/unit/school or faculty must approve the mode of delivery;
- (b) The Employer must ensure that the Member has access to the technology capable of handling the required mode of delivery which could result in purchasing equipment and IT services for a Member's home; and
- (c) The Employer is to offer technology training programs to Members.

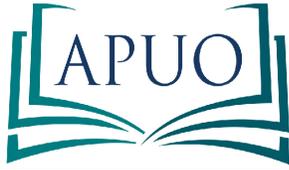
Expecting Members to simply deliver a course via the use of email, Brightspace, Teams, ZOOM etc. or a combination thereof, or a "hybrid" course, not only fails to provide Members with the proper technological tools and IT supports but fails to consider the challenges this mode of delivery may cause. Some examples include, but are not limited to, the following: privacy concerns, preventing plagiarism, holding office hours, holding exams, availability of additional teaching assistants, student accommodations (SASS requests), working remotely, working mostly or exclusively from home, etc.

Finally, if a Member does develop an online course as per Articles 22.2.3.2 and 22.2.7, it is imperative that the Employer understand that the course content and mode of delivery is the intellectual property of the Member as per Articles 22.2.3.2.4 and 35.2.1 of the Collective Agreement.

The APUO is committed to ensuring that all Members and students are well equipped to have a successful Fall 2020 term. However, this is not possible if the Employer fails to acknowledge the concerns and challenges that online teaching, or distance learning, presents. If you are interested in negotiating a collective solution to these issues please contact me no later than April 30, 2020 so that these issues can be dealt with in a timely fashion and prior to the Fall semester. Without a negotiated collective solution, the APUO will be unable to recommend that Members provide their consent to developing or teaching courses via unconventional methods.

Sincerely,

Dimitrios Karmis
President, APUO



ASSOCIATION DES PROFESSEUR.E.S DE L'UNIVERSITÉ D'OTTAWA
ASSOCIATION OF PROFESSORS OF THE UNIVERSITY OF OTTAWA
