

## 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 Fall Course Development and Delivery

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WHEREAS, on June 30, 2020, the Employer and the APUO entered into a Letter of Understanding regarding the impact of COVID-19 on course development and delivery for the 2020 Fall Term (the “**2020 Fall Term LOU**”);

WHEREAS, on November 4, 2020, the Employer and the APUO entered into a further Letter of Understanding regarding the impact of COVID-19 on course development and delivery for the 2021 Winter Term (“**2021 Winter Term LOU**”);

WHEREAS, the Employer and the APUO signed a further Letter of Understanding on April 28, 2021, regarding the impact of COVID-19 on course development and delivery for the 2021 Spring Summer Term (“**2021 Spring/Summer Term LOU**”);

AND WHEREAS, the evolving circumstances regarding the spread of the novel coronavirus COVID-19 in Canada and internationally, 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 are likely to continue for an uncertain period and could have an impact on the mode of course delivery during the 2021 Fall term (referred to as the “**exceptional circumstances**”);

NOW THEREFORE, the parties agree as follows:

1. For the 2021 Fall term, the mode of course delivery will be determined by the Employer in accordance with Annexe 1 (Descriptions of the different Instruction modes available in UOCampus). Only those courses which call for the combination of in-person and distance students to co-exist within the same component of the course (i.e. “bimodal courses”) will require the Member’s prior consent if such bimodal courses are to be included in a Member’s workload as per Article 22.2.3.1 of the Collective Agreement. If a Member had agreed to teach a bimodal course prior to this letter of understanding being finalized, the Member’s agreement may not be rescinded except due to extenuating circumstances or with the agreement of the Dean.
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. 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.
4. A Member who develops and delivers courses by online or by remote, or bimodal means may request professional development and technical support assistance, such as, but 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.
5. If at any time during the 2021 Fall term the Employer decides to modify the mode of course delivery, Members may nevertheless, choose to continue the course via the same mode of course delivery as used at the beginning of the course.
6. Notwithstanding Article 35.2.1.3 of the Collective Agreement, Members will retain ownership (copyright) for all materials they develop for use in their course regardless of the course delivery method.
7. 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 July 7, 2021, at 5:00 p.m. and may request that the Dean apply one (1) of the following:
  - a. The Member will be approved for a workload reduction, as referred to in Article 30 of the Collective Agreement, for the entire 2021 Fall term equivalent to 10% of a Member's annual workload for one (1) three (3) credit course they were scheduled to teach in the 2021 Fall term; or
  - b. Any other exceptional measure deemed suitable and feasible by both the Dean and the Member.
8. **For bimodal courses:** The Employer will allocate a one-time "2021 Fall Bimodal Supernumerary Fund" to be used for the purpose of paying for thirty-two (32) hours of additional teaching assistant hours, per course, for assistance in the preparation and/or delivery of the Member's bimodal course(s) during the 2021 Fall term (the "Purpose").
  - a. Such Member may submit an application in writing to the Dean by no later than July 7, 2021, 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 2021 Fall Bimodal Supernumerary Fund.
  - b. If there are funds remaining in the 2021 Fall Bimodal Supernumerary Fund as of December 21, 2021, such remaining funds shall be returned to the Employer.

- c. The provisions of this Section 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.
  - d. TLSS will endeavour to offer training to teaching assistants on bimodal teaching.
9. 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.
10. This Letter of Understanding is effective on the date of signature by both parties and shall end on December 31, 2021.
11. The Employer and the APUO recognize that the Collective Agreement between them expired on April 30, 2021. The Employer and the APUO agree that the provisions of this Letter of Understanding shall not remain in effect beyond its expiry date and shall not have binding effect after such date or form part of the succession of any new subsequent collective agreement ratified by the parties. The termination or expiry of this Letter of Understanding prevails over any agreement or any other means that has the effect of continuing or incorporating by reference into a new Collective Agreement letters of understanding existing at the end of the collective bargaining process or on the effective date of a new Collective Agreement.
12. Both parties reserve all of their rights under the Collective Agreement.
13. The APUO agrees to withdraw, without prejudice, the Notice of Grievance A-21-02 as of the effective date of signature of this Letter of Understanding.
14. This Letter of Understanding is without prejudice or precedent to both parties.

Signed by each of the parties on the date where indicated below

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 Dimitri Karmis  
 President, APUO

2021-06-11

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 Date

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

2021-06-11

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 Date