

Letter of Understanding  
between  
University of Guelph (the “University”)  
and  
University of Guelph Faculty Association (the “Association”)

**RE:** Impacts of COVID-19 on UGFA Unit 2

**Without Prejudice or Precedent**

Whereas the outbreak of COVID-19 and requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments has necessitated the cancellation of in-person class meetings; and,

Whereas alternative modes of delivery may be used to substitute for in-person class meetings; and,

Whereas the outbreak of COVID-19 has necessitated emergency changes to terms and conditions of work;

The Parties agree as follows:

**1. Emergency Changes to Temporary Remote Instruction:**

- A. The Parties affirm the academic freedom of Members under Article 7, including academic freedom in teaching.
- B. Decisions about:
  - i. How best to temporarily adapt course instruction to remote or hybrid instruction (together referred to as “alternative modes of delivery”), with choices including, but not limited to, assigned reading, whether from reference materials or shared lecture notes; self-directed learning; or various forms of technology-assisted methods; and,
  - ii. How to assess students, with choices including, but not limited to, submission via e-mail, CourseLink’s functionality (or equivalent system provided by the University); online assignments; oral assignments using meeting software; student peer assessment using meeting software; or video assignments; as well as the decision to use any form of virtual invigilation;

shall be at the discretion of the Member, with respect for academic integrity, compassionate considerations, and policies and guidelines recognized in the Collective Agreement and applicable Senate guidelines.

Decisions about temporary remote instruction will be made in consultation with, and be communicated in writing by the Member to, the Associate Director (Academic) or

designate. Members will not be compelled to select a particular format of alternate mode delivery and the University shall communicate this consistently.

- C. Members will retain intellectual property rights to any course materials they have developed and delivered. Section 2 of the University of Guelph Policy on Intellectual Property, approved June 5, 2014 will not apply during alternate mode delivery while this LOU remains in effect.
- D. The University will ensure that Members who choose to move to a technology-assisted mode of instruction using educational technologies supported by the University will receive the necessary institutional, technical, and logistical support including that provided through the Ridgetown Campus IT group.
- E. If they wish to use educational technologies supported by the University, Members will be provided with access to the University systems (e.g. CourseLink, VPN services, etc.) needed regardless of whether the Member is working on campus or remotely. This provision does not include residential internet services for individual Members.
- F. For each course they are teaching,
  - i. Members will be able to choose whether they wish to have a student course evaluation administered, and
  - ii. Members will be able to choose whether the student course evaluation results will be used for the purpose of Performance Assessment.

## **2. Emergency Changes to Performance Assessment**

- A. Performance Assessment of Regular Full-Time Members and Temporary Full-Time Members shall occur for the period May 1, 2019 to April 30, 2020.
- B. No later than December 31, 2020, the Parties will meet to assess the impact of COVID-19 on the May 1, 2020 to April 30, 2021 assessment period on Members. The Parties will determine, based on the impact, whether performance assessment will occur. For May 1, 2022 Merit shall be distributed equally to all College Professors and College Research Professors unless otherwise negotiated by the Parties during collective bargaining.
- C. Consideration will be given by the Review Committees and the Director to the impact of the COVID-19 pandemic on applicant performance. The Director will ensure that Members are not materially disadvantaged by disruptions in performance as a result of the COVID-19 pandemic.
- D. Should the decision of the Parties in B be that no performance assessment will occur, Temporary Full-Time Members will still have a Performance Assessment conducted in September 2021 with no performance rater being assigned.
- E. Performance Assessment of Members in September 2022 shall include, at the Members discretion, information on the goals attained during this evaluation period.
- F. Prior to the commencement of the next assessment cycle, via both written statements that are jointly agreed upon by the Parties, and at training session(s) to which the Association is invited, the Assessment Committees and the Director will be instructed on the following:
  - i. The absence of the results of course evaluations shall play no role in the

assessment of Members.

- ii. Due consideration of impact of COVID-19 on Member research programs and established goals will occur.

### **3. Employment during Summer 2020**

The parties agree that 8, 9, 10-month Members shall be compensated when required by the University to meet, or perform other duties, during times when they are not normally employed where doing so is outside of the normal activities of the Member during the period of unpaid status. Such compensation shall be at their normal rate of pay or via time in lieu at the discretion of the Member.

### **4. Conversion from Temporary Full-Time to Regular Full-Time**

For the purposes of Article 16.8 and at the discretion of the Member, the consideration for conversion to Regular Full-Time will occur in the fifth or sixth year of consecutive employment. This does not confer an extension of employment for Member who currently holds a Temporary Full-Time appointment that would not otherwise have been extended.

### **5. Vacation Carryforward for Veterinary Technology and Veterinary Office Assistant Programs**

- A. Veterinary Technology and Veterinary Office Assistant Program Members may apply to the Director, no later than December 1, 2020, to carry forward excess vacation entitlement to 2021. For these Members only, the ten (10) day limit to vacation carryforward in 31.3 will be waived for this cycle. Members will need to demonstrate that they have made reasonable efforts to take their vacation and were unable to do so for reasons directly related to COVID-19. Such request will not be unreasonably denied. Denials will be provided in writing and copied to the Association.
- B. Vacation will continue to be scheduled in accordance with operating requirements.
- C. No later than February 28, 2021, the Parties will meet to assess the impact of COVID-19 on vacation. The Parties will determine if the process from 2020 ought be extended.

### **6. Mental Health Supports**

The University will make information on mental health supports available to Members.

### **7. Professional Development Reimbursement**

- A. For Members who are required to cancel or defer their professional development activities, any restrictions on how long the funds may be carried forward will be extended by one year.
- B. Members who have PDR expense receipts from the 2020 claim year (ending December 31, 2020) may submit a claim for reimbursement of those expenses in the 2021 claim year.

### **8. Other Provisions**

- A. The University agrees to consult with the Association about measures affecting rights of Members pursuant to the Collective Agreement being considered in response to the COVID-19 pandemic. Either Party shall be able to request and convene a

meeting to discuss matters related to this LOU and measures taken in response to the COVID-19 pandemic.

- B. The Parties agree that these terms are a temporary response to the COVID-19 pandemic, and that either party may seek to renegotiate this Letter of Understanding after giving 5 days' written notice to the other party. The Letter of Understanding remains in place pending the outcome of renegotiations.
- C. The changes to the terms and conditions of work specified in this LOU apply through to December 31, 2020. The LOU does not expire until all requirements and obligations arising from this LOU, including those that extend beyond December 31, 2020, are satisfied. Should the COVID-19 outbreak necessitate the continued modification of terms and conditions of work past the Fall semester, the Parties will meet by November 1, 2020, to review the LOU with the goal of reaching agreement on extending the LOU. In addition, since dynamic circumstances may require additional consideration of the LOU and its extension in the period between November 1, 2020, and December 31, 2020, the Parties commit to meet if and as necessary in this period to review the LOU with the goal of reaching agreement on extending the LOU.

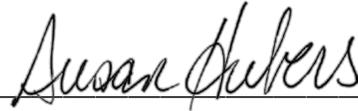
Signed the 9th day of July, 2020.

On behalf of the University



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On behalf of the Association



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