

MEMORANDUM OF UNDERSTANDING

Between:

Brandon University

Employer

-and-

Brandon University Faculty Association

Union

RE: Workload and Technologically Mediated Courses in Fall 2020 (COVID-19
Pandemic)

WHEREAS as a result of the COVID-19 pandemic and consistent with provincial public health guidelines, the University Senate has announced that most courses will be delivered online during the Summer 2020 and Fall 2020 academic terms; and

WHEREAS this shift requires reconsideration of individual workloads in order to ensure a high standard in the design and delivery of courses and programs; and

WHEREAS, in these unique circumstances, the parties have agreed to temporarily adjust the terms and conditions set out in the collective agreement as set out in this Memorandum of Understanding;

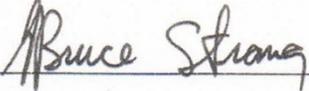
The Parties agree that:

- 1) Departments and Deans shall make every reasonable effort not to change workloads, but where deemed necessary due to the impact of Covid-19 by the relevant Department or the Dean, workload recommendations for the 2020-2021 academic year may be reopened by Departments or Deans, and Deans may request new workload recommendations from Departments, notwithstanding the usual deadlines established in Article 9.4 c) and d).
- 2) Where the Dean or the Department seeks to change workloads, Departments must submit revised workload recommendations for the second term of the 2020-2021 academic year no later than 25 September 2020; subject to the last paragraph of Article 9.4(c), Deans must approve revised workloads no later than 5 October 2020.
- 3) Requests to develop an asynchronous course, along with workload requests for course development, will be reviewed by the Special Committee outlined in paragraph 5 below. The purpose of this review is to ensure equitable application of criteria across the university.
- 4) Article 33.5 is temporarily suspended and replaced with the following: "Where a Member teaches synchronous or asynchronous courses, these courses shall

constitute part of their normal or overload teaching assignment, in accordance with Article 9, except as modified or limited by this Article. In the case of a course where the instructor believes that it cannot be delivered in whole or in part through a distance learning format, a Member may present a request to deliver in whole or in part said course in person on campus, accompanied with a clear rationale and explanation of how health risks will be mitigated, consistent with current provincial guidelines. The Course Scheduling Working Group will review all requests for pedagogical necessity, feasibility and compliance with recommendations of provincial and local health authorities, and make recommendations to the University Senate. Where authorized by the Senate and in consultation with the Member teaching, the Workplace Health and Safety Committee and the Operations Working Group must ensure a plan is in place to meet all health and safety regulations, especially considering the need to restrict the spread of Covid-19.”

- 5) A Special Committee to resolve issues around workload and development of asynchronous courses will be struck, consisting of the six current members of JAC, or a proxy named by a current JAC member, and one Member agreed to by the parties who shall cast a tie-breaking vote when necessary. This Special Committee shall have authority to approve or deny all requests or recommendations put to it in accordance with this Memorandum.
- 6) The Employer shall make all reasonable efforts to provide equipment that is reasonably necessary for Members to discharge their teaching duties to the high standard expected. This equipment shall include but not be limited to upgraded computer equipment, microphones and cameras for online teaching, necessary software, personal protective equipment, cleaning equipment and other supplies. Faculty are encouraged to work from home where possible; however, the University shall enable Members to teach safely and adequately from their faculty office, if necessary, within the evolving framework of public health directives. If the Employer is unable to provide equipment that is reasonably required to enable Members to teach, whether in person or via distance, and the situation reasonably prevents Members from being able to teach due to a lack of necessary equipment, the Employer shall recognize that the Member is not responsible for their inability to teach via safe means.
- 7) The Employer shall provide reasonably required support to Members opting to use Moodle, Zoom, Top Hat, and/or Microsoft Teams to teach their courses, pursuant to Article 33.6. If a Member chooses to teach using a different software or application pursuant to Article 33.12, the university shall provide such support where reasonable, but the member is ultimately responsible for their own training.
- 8) During the operation of this MOU, the parties shall interpret Article 33.12 to mean that instructors maintain their rights of academic freedom, but that instructors do not have the right to refuse *a priori* to teach through distance means.

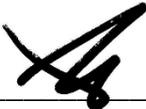
- 9) It is recognized that external sessional Instructors are not compensated throughout the year and will face unique challenges. In order to make a symbolic acknowledgement of the increased complexity for sessional Instructors to move their courses online, the university shall pay each sessional faculty member a sum of \$200 for the preparation of each three-credit-hour course. (Exceptions: supervision of fieldwork and/or practica courses in Education, Health Studies, and Science.) Multiple sections of the same course count as one course for the purposes of this clause. Preparation of courses with a credit-hour rating of less than 3 will be compensated on pro rata basis. Multiple levels of Applied Music lessons will count as the same section for the purposes of this clause.
- 10) Applicants for promotion and tenure may submit their application in either electronic or paper format. It will be the responsibility of the employer to ensure that tenure and promotion processes can run either through digital means or through safe practices of social distancing. The Employer will ensure that all applications are available in digital or paper format, depending on the process adopted by the tenure and promotion committees at the Departmental, Faculty, and University levels. If the process is digital and a dossier was submitted in paper format, the Member will be responsible for reviewing the digitized version prior to it advancing through the process. The timelines may be adjusted by mutual agreement of the Parties to ensure sufficient time is available for the digitization and review of materials.
- 11) All the provisions in this MOU are temporary and shall expire on December 31, 2020, at which point the strict language of the collective agreement shall govern.
- 12) The Parties shall reconvene no later than October 31, 2020, to assess the public health situation and determine whether any part of this MOU may be extended into the Winter 2021 term.



On behalf of the BUFA

Print Name: Dr. Bruce Strang

Date: September 9, 2020



On behalf of Brandon University

Print Name: Dr. Steven Robinson

Date: September 9, 2020