

MEMORANDUM OF UNDERSTANDING

Between:

Brandon University

Employer

-and-

Brandon University Faculty Association

Union

RE: Transition to Reopening during Fall Term 2021 (COVID-19 Pandemic)

WHEREAS with the recent changes in provincial public health guidelines in response to the COVID-19 pandemic, the Employer has announced that Brandon University will begin the transition to reopening campus, with the result that some courses will be delivered online and some will be delivered in-person in the Fall 2021 academic term; and

WHEREAS management reserves the right to return to full remote learning (Phase Blue) should there be a resurgence of the COVID-19 pandemic in Manitoba and public health guidelines and/or orders recommend or require it; 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 2021-2022 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 2021-2022 academic year no later than 25 September 2021; subject to the last paragraph of article 9.4(c), Deans must approve revised workloads no later than 5 October 2021.
- 3) 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 and has an enrollment that exceeds the existing cap placed on in-person class sizes, a Member shall present a request to their Department and Dean/Director by

September 3, 2021 for Fall term and October 29, 2021 for Winter term to deliver in whole or in part said course in person on campus, accompanied by a clear rationale for the pedagogical necessity of in-person instruction and an explanation of how health risks will be mitigated, consistent with current Brandon University phase restrictions and current recommendation of provincial and local health authorities. In cases where the Department and the Dean/Director disagree as to the pedagogical necessity of a course being taught in person, the matter will be referred to Senate.

- 4) 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. There is an expectation that Members will be able to perform their duties safely and adequately from their faculty office, though they may elect to perform those duties that do not require them to be in-person from off campus should they have sufficient space and adequate equipment/furnishings to allow this. 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.
- 5) The Employer shall maintain mask mandates, social distancing, and appropriate use of space as well as all other reasonable efforts to provide safe conditions on campus for Members who are expected to be on campus working for portions or all of their workload. The Workplace Health & Safety Committee shall continue to review COVID-19 safety measures.
- 6) Members' responsibilities for ensuring compliance of health and safety measures by students on campus shall fall under and be limited to application of the Student Non-Academic Misconduct Policy. The Parties shall develop resources, including examples on best practices to deal with non-compliance of the safety measures.
- 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) No Member may be required to adopt a hybrid teaching model (simultaneously online and in-person). Where the Member, Department, and Dean agree to offer a hybrid course, the employer shall provide reasonable supports.
- 9) Members shall not be required to be on campus for the portion of their workload that is being performed remotely. The Dean/Director, through consultation with the Member and the Department, or an appropriate sub-committee of the Department will determine the portion of the workload that may be performed remotely.

- 10) Where a Member will not be using on-campus space, the Employer may request that their office space be redeployed for an alternative purpose during the period September to December 2021. The Member and the Employer (which in this case shall be interpreted to be the Provost and Vice-President (Academic)) shall agree in writing to this limited suspension of Article 3.10.
- 11) A Member scheduled to begin sabbatical on January 1, 2022 may request by October 29, 2021 to defer if the COVID-19 measures interfere with their ability to do their intended research by notifying their Dean/Director. If the deferral is approved, the Dean shall issue the Member a revised teaching workload for the Winter term no later than November 15. The President shall not unreasonably deny sabbatical deferral.
- 12) During the operation of this MOU, the parties shall interpret Article 33.12 to mean that Members maintain their rights of academic freedom, but that Members do not have the right to refuse *a priori* to teach through distance means.
- 13) Courses offered online do not comply with the BUFA Collective Agreement's provision on teaching evaluation so no Member teaching in an online format will be required to submit to student evaluations of teaching for courses delivered in the Fall term of the 2021. Members may opt for student evaluations of teaching if they so choose. No data collected from student evaluations of online teaching will be transmitted to Deans without the express permission of the Member. For the Fall term of the 2021-2022 academic year, the section of Article 11.2 requiring that "Each Faculty/Unit will work with the Centre for Teaching, Learning, and Technology (CTLT) to devise an instrument for use in soliciting student feedback" is suspended. In its place, individual Members may opt to use existing student feedback tools, develop their own tool, or opt not to solicit feedback.
- 14) Applicants for promotion and tenure will submit their application in electronic format by October 8, 2021. The Department will meet with the applicant by October 22, 2021. All other dates in the Collective Agreement remain unchanged in regard to the tenure and promotion process. The Member will be responsible for digitizing the dossier and the Employer will provide the necessary resources and supports for digitization.
- 15) The MOU COVID-19 Impact remains in effect and individual Members may opt to request a one-year extension of their probationary appointment. Those who seek an extension shall apply in writing to the Provost by 1 September 2022. No such requests will be unreasonably denied.
- 16) Members may request to carry forward unspent professional development funds for a fourth year beyond the original allocation date if COVID-19 measures interfere with their ability to undertake their intended professional development. Requests shall be submitted, in writing, with a clear rationale for the need to carry forward the unspent professional development funds to the Dean/Director no later than 24 March 2022. Approvals shall not be unreasonably withheld and will be communicated, in writing, to the Member by the Dean/Director no later than 31 March 2022.
- 17) All the provisions in this MOU are temporary and shall expire on December 31, 2021, at which point the strict language of the Collective Agreement shall govern.

18) The Parties shall reconvene no later than November 26, 2021, to assess the public health situation and determine whether any part of this MOU may be extended into the Winter 2022 term.

19) At such time as the University Administration has deemed it safe to resume a full complement of in-person teaching, in accordance with Public Health guidance, courses that would normally have been offered face to face will revert to that delivery method unless otherwise approved through regular (Department, Faculty/School and Senate) channels.



On behalf of the BUFA

Print Name:

Date:



On behalf of Brandon University

Print Name: Dr. Kofi Campbell

Date: October 1, 2021