

## **AUGUST 9, 2021 UNIVERSITY OF TORONTO AND UTFA – COVID LOU**

### **The Preamble**

WHEREAS the COVID-19 pandemic and related public health guidance and provincial legislation have had a significant impact on normal University operations and course delivery;

And WHEREAS the COVID-19 pandemic has had a significant impact on the responsibilities, workload, and professional activities of many faculty members and librarians;

NOW THEREFORE the parties agree as follows:

If the parties reach agreement, they agree to jointly announce this COVID-19 LOU.

### **1.0 Regarding Academic Review Processes**

- 1.1 All Tenure Committees should convene virtually until in-person meetings of ten or fewer people are permissible in accordance with Ontario regulations, applicable guidelines from provincial and local public health units, and the University's commitments under its *Health and Safety Policy*. Thereafter, and, if applicable for the remainder of the 2021-22 academic year, the decision about whether or not to hold a Tenure Committee meeting in person or virtually is a decision that should be made by the Tenure Committee Chair in conversation with Committee members.
  - 1.1.1. Academic units should schedule meetings using on-line tools that allow secure 'face to face' meetings in a virtual space including 'Teams' or 'Zoom'.
  - 1.1.2. It should continue to be the rule that all members must participate in the tenure committee meeting throughout the meeting. The Tenure Committee Chair should be firm in clarifying, at the outset of the meeting, the expectation that if one member leaves the meeting, the conversation will be suspended and will only resume when all members are present.
  - 1.1.3. It continues to be the rule that only tenure committee members should be present.
- 1.2 Any pre-tenure or pre-continuing status faculty member may request a one year delay in their timeline to tenure or continuing status, and in the case of any pre-permanent status librarian a delay in the timeline to permanent

status of up to one year, on the grounds of the “serious personal circumstances beyond their control” associated with the current COVID-19 situation. Any first delay associated with the COVID-19 situation will not be “counted” toward the two year maximum period of delay contemplated in the *Policies and Procedures on Academic Appointments, 2015*. Additional delays on the grounds of “serious personal circumstances beyond their control” associated with the current COVID-19 situation will be considered on a case-by-case basis. If a faculty member has already received 2 years of delay on the grounds of ‘serious personal circumstances’ prior to the onset of the COVID-19 pandemic, they shall not be precluded from receiving an additional year’s delay as a result of the impact of the COVID-19 pandemic.

## **2.0 Regarding the PTR/5% Merit Exercise**

- 2.1 The 2019-20 annual performance evaluation process timeline for faculty members and librarians was extended by at least one month and up to two months in consideration of the COVID-19 situation. There was no change in the period being reviewed.
- 2.2 No faculty member or librarian should be required to disclose personal information related to their personal medical or family circumstances as part of the PTR process.
- 2.3 The parties acknowledge that the University Administration and the Association have a significant difference of view with respect to the appropriate model of PTR including payment date. Agreement with respect to payment of PTR for the 2020-21 assessment period (it is understood that for any units which use a calendar year as the period of assessment, this agreement applies to PTR assessments conducted for the calendar years 2020 and 2021) is being made on a one-time-only basis in the extraordinary circumstances of the COVID-19 pandemic and is without prejudice or precedent to any proposed changes to the PTR process or model (including payment date) that either party may refer to any dispute resolution process under Article 6: Negotiations of the Memorandum of Agreement, or to any position that either party might take with respect to the PTR process or model (including payment date) in any legal proceeding.
- 2.4 The parties agree that PTR for the 2020-21 assessment period be paid to faculty and librarians in the October 2021 pay period using the same PTR payment model as was used for the July 1, 2020 PTR payment, without prejudice or precedent to not having reached a salary, benefit and workload agreement for the period July 1, 2021 to June 30, 2022.

- 2.5 PTR breakpoints and increments for PTR for the 2020-21 assessment period will remain the same as they were for the July 1, 2020 PTR exercise. Should an across-the-board (“ATB”) percentage wage increase be awarded or agreed to for the period July 1, 2020 to June 30, 2021, the parties agree that the University will then make an additional payment of PTR for the 2020-21 assessment period retroactive to July 1, 2021 of the difference owing based on increasing the breakpoints and increments by the amount of the ATB percentage wage increase agreed to or awarded for the period July 1, 2020 to June 30, 2021.
- 2.6 In order to mitigate the significant impacts of the COVID-19 pandemic that faculty and librarians may have experienced during the 2020-21 academic year, it is agreed that, on an exceptional and one-time-only basis, each faculty member’s and librarian’s PTR payment for the 2020-21 assessment period will be calculated using the higher of the following scores:
- (a) PTR score equivalent to the average of their PTR scores for the 2017-18, 2018-19, and 2019-20 assessment periods; or
  - (b) PTR score that resulted from the normal process of assessment based on their submitted activity report for the 2020-21 assessment period , in accordance with their unit’s normal PTR process.
- 2.7 Faculty and librarians who did not receive PTR scores for each of the 2017-18, 2018-19, and 2019-20 assessment periods will have their PTR score for the 2020-21 assessment period calculated as follows for the purposes of a PTR score under paragraph 2.6(a) above:
- (a) Only scores for the 2018-19 and 2019-20 assessment periods: the average of those two scores;
  - (b) Only a score for the 2019-20 assessment period: the same PTR score as for 2019-20;
  - (c) No PTR score for the assessment periods 2017-18, 2018-19, and 2019-20: the average score in their pool as determined in accordance with their unit’s normal PTR process described in 2.6 (b) above for the 2020-21 assessment period.
- 2.8 Salary letters for all faculty members and librarians shall clearly indicate their PTR score under 2.6(a) above and their PTR score under 2.6(b) above and where applicable under 2.7 (a) (b) or (c) above. All salary letters will also indicate which score was used for the purposes of calculating their PTR payment for the 2020-21 assessment period.

- 2.9 No faculty member or librarian should be required to disclose information about their personal medical or family circumstances as part of the PTR process.
- 2.10 If the University's operations continue to be limited or impacted by COVID protocols that prohibit or limit indoor gatherings beyond December 31, 2021, the parties shall meet to discuss whether and on what terms there should be any modification to the process for determining PTR scores and awards for the 2021-22 assessment period.

### **3.0 Regarding Workload**

- 3.1 The parties recognize that the COVID-19 pandemic has had a significant impact on the workload of many faculty members and librarians.
- 3.2 Workload will be assigned in a fair, reasonable and equitable distribution based on Unit workload policies and the *Workload Policies and Procedures (WLPP)*. The factors enumerated in section 4.2 will be taken into account to recognize the work needed to make changes to the approach to teaching or mode of course delivery to online delivery in the context of the COVID-19 pandemic.
- 3.3 The University commits to the principle of a transparent process of workload allocation within a unit, based on decisions made in accordance with criteria that are known to members within that unit, as outlined in the *Workload Policies and Procedures (WLPP)*.
- 3.4 In assigning workload for 2021-22 for faculty and librarians, the increased workload involved in teaching certain courses and instructional sessions in certain formats in the context of the COVID-19 pandemic will be taken into account by unit heads. Any significant increases in assigned service workloads associated with the COVID-19 pandemic will also be taken into account. Such increased workload may be addressed in a range of different ways including but not limited to, decreasing the number of courses and sessions an individual faculty member or librarian is assigned to teach, providing additional teaching supports and resources such as increased TA hours, implementing co-instructors for courses, introducing or modifying enrollment caps and/or teaching overload stipends.
- 3.5 Any faculty member who was assigned and taught: a) six or more unique half course equivalents, in each case requiring the development of a new online or dual delivery/hy-flex<sup>1</sup>, or b) an aggregate enrolment of 1000 or

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<sup>1</sup> By "dual delivery" and/or "hy-flex" we refer to the activity of fully presenting the course material concurrently in two different modes, such as delivering the course in-person and then separately

more students in the 2020-21 academic year, shall receive or shall have received, a one half-course release, or credit to be taken within the next three academic years. For clarity the parties' intention is that if a faculty member has already received a one half-course or greater release or credit for COVID-related reasons from their academic unit, this would satisfy the obligation under 3.5 above – i.e., only faculty members who meet the criteria in (a) or (b) above and who have not already received a one half-course or greater release or credit would be entitled to receive a one half-course credit to be taken with the next three academic years.

For clarity, courses taught on overload and for which an overload stipend was paid shall not be considered in determining whether the faculty member's teaching load has met the criteria above. For the purpose of determining eligibility under a) and b) above, enrolment shall be prorated among faculty who co-teach a course.

- 3.6 For any pre-tenure and pre-continuing status faculty members who have not yet completed their interim or probationary review, the criterion for entitlement to the one half-course credit outlined in 3.5 will be reduced to five or more unique half course equivalents, in each case requiring the development of a new online or dual delivery/hy-flex.
- 3.7 In determining workloads for the 2021-22 academic year, supervisors and other library administrators shall discuss with pre-permanent status librarians the changing nature of their work during the COVID-19 pandemic and take this information into account in determining workloads to ensure they are fair, reasonable and equitable.
- 3.8 Any individual faculty member or librarian who believes their workload is not fair, reasonable and equitable, or is inconsistent with their unit workload policy or the WLPP may file a workload complaint in accordance with 10.1 of the WLPP.
- 3.9 If the University's operations continue to be limited or impacted by COVID protocols that prohibit or limit indoor gatherings beyond December 31, 2021 the parties shall meet to discuss whether and on what terms there should be any mutually agreed Workload provisions in addition to the above for the 2021-22 academic year.

#### **4.0 Regarding Teaching**

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recording course material for remote delivery.

**Without prejudice to either party's position as it relates to the safety of any University building or buildings, the parties agree as follows:**

- 4.1 The University Administration has advised that it is planning for significant in-person delivery of courses in September 2021 but continues to monitor the situation. In-person teaching, professional practice and other on-campus activities will be governed by Ontario regulations, applicable provincial and local public health units, and the University's commitment in the University Health and Safety Policy to, "where reasonable ... strive to exceed the legislated requirements by adopting the best practices available to protect the University community".

The parties agree to meet on July 29, 2021 and such other date(s) as may be mutually agreed in the Central Health and Safety Committee to discuss issues related to University Re-opening including UTFA's Health and Safety Checklist for University Re-opening.

- 4.2 Without limiting 4.1 above, the University will not require any individual faculty member or librarian to deliver any one section of a course both remotely and in-person ("dual delivery"<sup>2</sup>).
- 4.3 Without limiting 4.1 above, any additional work associated with teaching multiple sections of a course in different modes of delivery will count in the assignment of workload.
- 4.4 The University shall continue to make a wide range of pedagogical, teaching, administrative and technological supports available to faculty members and librarians to support their teaching, including supports for remote delivery of courses and maintaining academic integrity in a remote teaching environment for the period in which COVID-19 public health guidelines impact course delivery formats at the University.
- 4.5 Faculty members' and librarians' academic freedom in carrying out their teaching activities will be fully respected and no actions will be required that are inconsistent with the academic freedom provisions of Article 5 of the Memorandum of Agreement. Faculty members and librarians have the academic freedom to make choices that support fair assessment of students.

## **5.0 Regarding Course Evaluations**

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<sup>2</sup> By "dual delivery" and/or "hy-flex" we refer to the activity of fully presenting the course material concurrently in two different modes, such as delivering the course in-person and then separately recording course material for remote delivery.

- 5.1 The University will remind all Chairs, Academic Directors, and Deans reviewing course evaluation data for the purposes of PTR (Progress Through the Ranks), tenure, continuing status and promotion processes to consider course evaluation data in the context of the COVID-19 pandemic.
- 5.2 Any faculty member or librarian teaching a course that normally includes in-person classes in the period during which physical distancing measures were in place and their in-person classes could not continue (beginning March 16, 2020), may determine whether or not the student course evaluations for courses taught in that period will be considered in any academic review process, including the PTR process, and no adverse consequences will flow from a decision not to consider those course evaluations. This information will be communicated directly to faculty members, librarians, and academic administrators by the University in writing no later than 2 weeks after the date of this agreement and at least twice during the period from July 1, 2021 to June 30, 2022. This paragraph will apply to on-going interim/probationary, permanent status, probationary, tenure, continuing status and promotion reviews prior to the candidate's completion and submission of their teaching dossier for evaluation. This agreement is without prejudice to the right of any member to raise the impact of COVID-19 on course evaluations in the context of any appeal or grievance of an interim/probationary, permanent status, probationary, tenure, continuing status or promotion review.

## **6.0 Regarding Accommodation Guidelines**

- 6.1 The University Administration agrees that it will communicate to its academic administrators about the personal challenges that many faculty members and librarians are facing to encourage flexibility and remind faculty and librarians of supports that are available and the pathways to make requests about accommodations.
- 6.2 The University Administration will also share the following "Guideline for Requests for COVID-19-Related Flexibility and/or Accommodation":
  - a) Faculty members and librarians may make requests for flexibility and/or formal accommodation related to COVID-19 for a variety of reasons including:
    - medical circumstances, including in relation to individuals who are at heightened risk from COVID-19 with whom members cohabitate or for whom members are the primary caregiver

- childcare responsibilities (including when there exist disruptions to daycares, schools, and camps, or where a child is attending school via online learning)
  - elder-care responsibilities
- b) Faculty members and librarians who wish to request an accommodation related to medical conditions, illness or disability should contact the Health & Well-being Programs & Services Office [\[link\]](#)
- c) Faculty members and librarians who require information and guidance with respect to potential requests for flexibility or accommodation related to childcare or eldercare may contact the University's Family Care Office [\[link\]](#)
- d) Faculty members and librarians may also contact their Dean's Office or Divisional Human Resources Office for advice on a confidential basis
- e) Unit heads or offices responsible for advising and/or making decisions about requests for flexibility and/or accommodation should consider a variety of approaches to responding to COVID-19-related requests for flexibility and/or formal accommodation including, but not limited to:
- Referring any requests for accommodation related to medical conditions, illness or disability to the Health and Well-Being Programs and Services Office [\[insert hyperlink\]](#) for formal accommodation;
  - providing as much flexibility as reasonably possible when scheduling meetings or workshops;
  - adopting creative approaches to the distribution and assignment of workload in view of caregiving responsibilities, including alternative scheduling/timing of teaching and service assignments, redistribution of workloads across the academic year, and asynchronous teaching where appropriate;
  - temporary redistribution in the balance of duties where appropriate;
  - working remotely where appropriate;
  - offering increased TA/grading support as appropriate;
  - offer increased access to, and assistance from, post-doctoral fellows as appropriate;
  - extending deadlines for the use of start-up funds, applications to internal funding competitions, and nominations for internal awards where appropriate;
  - reminding early career faculty and librarians about the possibility of requesting delays to tenure, continuing status, and permanent status reviews where the COVID-19 pandemic has had a negative impact on their work.
  - A temporary shift to part-time status, as set out in (f) below



- f) In exceptional circumstances, faculty members and librarians may request a temporary shift to part-time status based on accommodation needs. However, since a reduction to part-time status results in a reduction in income for the faculty member or librarian, it is understood that this option should be considered only once other options have been explored, consistent with the faculty member or librarian's right to be accommodated, or if it is the preferred option of the faculty member or librarian.
- g) Individuals or offices responsible for advising and/or making decisions about requests for flexibility and/or accommodation will provide timely responses to faculty members and librarians who make requests for accommodation once they have received any necessary documentation to support the request, recognizing that faculty and librarians require reasonable, advance notice prior to the beginning of each term in order to prepare for teaching.

## **7.0 Regarding COVID-Related Expenses**

7.1 Expense claims for furniture or other items such as keyboards, monitors, and wrist rests are reimbursable via the faculty member or librarian's PERA account for reasonable out of pocket expenses related directly to University business activity and the faculty member or librarian's position at the University of Toronto.

### 7.2

7.2.1 On an exceptional and one-time only basis the University will establish a COVID-19 Expense Reimbursement Fund (the "CERF") to reimburse faculty members and librarians for expenses incurred by them related to the performance of University of Toronto undergraduate and graduate teaching and, in the case of librarians, professional practice remotely due to the COVID-19 pandemic including but not limited to, office furniture, microphones, cameras, ring lights, and computers.

7.2.2 All faculty members and librarians are eligible to claim reimbursement from the CERF for eligible expenses actually incurred between March 1, 2020 and December 31, 2021, up to a maximum amount of \$750 in total per faculty member or librarian inclusive of tax, in accordance with University of Toronto's "Guide to Financial Management". Goods reimbursed under the CERF are the property of the University. Faculty members and librarians who elected to participate in the Special Retirement Program or were on LTD or unpaid leave throughout this period are not eligible.

- 7.2.3 Permissible expenses must be in accordance with the University of Toronto's "Guide to Financial Management" for faculty and librarians and any relevant provisions of the Income Tax Act and regulations or directives related thereto.

Faculty members and librarians may submit eligible claims for reimbursement under the CERF, which shall include proof satisfactory to the University that the expenses were incurred by them during the relevant period, i.e., March 1, 2020 to December 31, 2021. Claims for reimbursement may be submitted up to March 31, 2022.

- 7.2.4 The establishment of and the terms and conditions of the CERF as set out above will be communicated to faculty members and librarians and academic administrators by the Provost's office in writing.

## **8.0 Regarding Health Care Spending Accounts**

The University agrees that it will communicate in writing to faculty and librarians to make them aware that the Health Care Spending Account can be used to reimburse health and dental premiums deducted from their monthly pay. The communication will include an attachment providing step-by-step procedures of how to submit expenses for health and dental premiums via Green Shield's Plan Member Online Services website.

## **9.0 Vaccinations**

The University of Toronto and the University of Toronto Faculty Association encourage all eligible faculty members and librarians to get a COVID-19 vaccine. All employees will be permitted to take paid time away from work to obtain their vaccination, whether scheduled or at a mobile clinic.