

LETTER OF UNDERSTANDING

CHANGES TO ANNUAL PERFORMANCE EVALUATION PROCESSES IN 2020-21 DUE TO COVID-19 PANDEMIC AND THE DECLARATION OF EMERGENCY UNDER THE *EMERGENCY MANAGEMENT AND CIVIL PROTECTION ACT*

The Parties agree that this Letter of Understanding forms part of the 2018-2022 Faculty Collective Agreement and remains in effect for the life of this Collective Agreement.

WHEREAS the COVID-19 pandemic and the Declaration of Emergency under the *Emergency Management and Civil Protection Act* may have caused disruptions to Members' working conditions in the final months of the 2019-20 academic year and into the 2020-21 academic year;

The Parties agree to the following provisions:

1. Annual Performance Evaluation (APE) assessments will not take place during the 2020-21 Academic year.
2. Members will not submit an Annual Report for the APE process in 2020 for assessments that would normally be completed in January 2021 for the 3-year period ending June 30, 2020.
3. For purposes of the Performance-Linked Career Progress (PLCP) component of salary increases applied as of July 1, 2021, each Full-Time Member will receive Basic Salary Points equal to the average Basic Salary Points they received in each of the three previous APE assessment cycles (2017-18, 2018-19, 2019-20).
4. If a Full-Time Member's performance was not assigned an APE score in 2017-18, the Member will receive Basic Salary Points equal to the average Basic Salary Points they received in each of the 2018-19 and 2019-20 APE assessment cycles.
5. If 2019-20 is the only year in which a Full-Time Member's performance was assigned an APE score, they will receive Basic Salary Points equal to the Basic Salary Points they received in the 2019-20 APE cycle.
6. Full-Time Members appointed in the 2019/20 academic year shall receive the average Basic Salary Points of 2.2.
7. Full-Time Members appointed in the 2020/21 academic year (who have not had a Full-Time Appointment for more than three months within the assessment period) shall receive the average Basic Salary Points of 2.2, plus the Dean's Discretionary Salary Points of 0.2.

8. The Discretionary Salary Points will be allocated at the Dean's discretion, exclusive of those Members captured in paragraph 7.
9. Members will submit by November 15, 2021 their Annual Report for the 3-year period ending June 30, 2021.
10. Upon agreement of this Letter of Understanding, the Parties hereby agree to establish a Joint Working Group, composed of three representatives appointed by the Association and three representatives appointed by the Employer, to establish guidelines for Deans, Chairs, Directors, and APE Committees for taking into account the effect on Members' performance of circumstances related to the Declaration of Emergency under the *Emergency Management and Civil Protection Act* in response to the COVID-19 pandemic, and to prepare advice for Members to follow in describing and/or explaining in their Annual Report the effects of those circumstances on their performance.
11. The composition of the Joint Working Group will be determined by Joint Committee.
12. The Joint Working Group will make recommendations for guidelines to Joint Committee by May 31, 2021. This deadline may be extended by mutual agreement of the Parties.