

**Memorandum of Agreement re Course Delivery in the 2021-22 Academic Year
("Course Delivery MOA")**

BETWEEN

QUEEN'S UNIVERSITY ("QUEEN'S")

AND

THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

(Collectively referred to as "the Parties")

WHEREAS, in May 2020, the Parties negotiated a letter of understanding, known as the "COVID-19 Emergency LOU", or "LOU", that includes four (4) attached schedules, each a Memorandum of Agreement ("MOA"), specifically, Schedules A, B, C and D;

AND WHEREAS, the Parties agree that certain modifications of their Collective Agreement are required to ensure continuity of operations and to enable Queen's to continue to fulfil its academic mission in the face of the evolving challenges posed by the COVID-19 Emergency;

AND WHEREAS, with the exception of parts of Schedule A and all of Schedule D, the LOU was designed as a temporary measure, intended to modify the Collective Agreement, unless terminated early or extended, until August 31, 2021;

AND WHEREAS, the MOA at Schedule B confirms that Queen's would, during the Term of the LOU, alter the schedule of courses and the mode of delivery of instruction and records the Parties' agreement that Members may be directed to teach courses by remote means, or some combination of remote and in-class instruction, or by Online Courses;

AND WHEREAS the Provincial government and the local health authority have enacted legislation or otherwise imposed health and safety orders or recommendations to address the COVID-19 Emergency;

AND WHEREAS Queen's, which must continue to comply with such enactments and orders and to be guided by such recommendations, is currently planning for course delivery in the 2021-22 Academic Year based on advice from the local health authority, which predicts that physical distancing requirements will be lifted by September 2021;

AND WHEREAS the Parties' intention, as reflected in the LOU, is clear that modifications of the Collective Agreement, such as those in the MOA at Schedule B, have temporary effect, and upon the expiry of the LOU, the pre-COVID-19 Emergency provisions of the Collective Agreement will resume;

AND WHEREAS, as of the date hereof, the COVID-19 Emergency is ongoing and unpredictable;

AND WHEREAS operational flexibility in the assignment of mode of course delivery in the 2021-22 Academic Year is necessary to enable Queen's to continue to meet its commitments to all members of the Queen's University community, including students, staff and faculty Members;

AND WHEREAS the Parties have discussed an agreement that would address instruction in the 2021-22 Academic Year;

NOW THEREFORE, the Parties agree as follows:

1. Queen's will determine the mode of delivery of courses (Online, remote, in classroom) in the 2021-22 Academic Year, subject to the following considerations:
 - a. The goal is a return to the pre-COVID-19 Emergency mode of course delivery (i.e. Online or classroom or both);
 - b. Normally, remote delivery will be reserved for courses that are necessary for progression or graduation of students, and may be used to accommodate a Member's needs as contemplated in paragraph 1(e);
 - c. Members will be informed of their workload in writing, no later than June 30, 2021, including which courses will be offered in a classroom, Online or via remote delivery per paragraph 1(b);
 - d. If a Member agrees to teach a course simultaneously in remote and classroom modes of delivery, the Unit Head or Dean (or designate) will offer the Member additional teaching supports and, to compensate for the additional work involved, the choice, where appropriate, of a reduction in teaching load in a subsequent term or Academic Year or a commensurate overload payment;
 - e. A Member who is unable to teach in the mode assigned to them, because of a need based on a protected ground of discrimination under the Ontario Human Rights Code, shall identify their need for accommodation as soon as possible. Queen's may request documentation to substantiate the request pursuant to Article 9 of the Collective Agreement.

2. The Parties will continue to meet, at least monthly, to discuss the matters addressed in this MOA, and specifically, to receive updates from Queen's regarding its course delivery plans for Academic Year 2021-22. Regardless, Queen's shall immediately inform QUFA in writing, and will schedule a meeting of the Parties, if, based on the advice of the local health authority, there is a material change in its expected or predicted ability to return to the pre-COVID 19 Emergency mode of course delivery (i.e. Online or classroom or both). Except as outlined in paragraph 3 below, there can be no shift in mode of course delivery, unless the Parties agree otherwise, after October 18, 2021 (in the Fall Term) or after February 28, 2022 (in the Winter Term).
3. If, at any time during the 2021-22 Academic Year, local health authorities, and/or the provincial government, mandate the reinstatement of physical distancing regulations or implements stay at home orders such that mostly remote or some combination of remote and in-class course delivery is required, QUFA Members teaching in classrooms may be directed to shift to remote course delivery.
4. In principle, support for remote delivery, as set out in Schedule C of the LOU, will be made available through the 2021-22 Academic Year. Specifics will be negotiated as part of a separate MOA addressing Support and Time Limits for the 2021-22 Academic Year.
5. Members shall retain the right to adjust course content, regardless of mode of delivery, in accordance with their right to Academic Freedom per the Queen's-QUFA Collective Agreement.
6. Impact on the distribution of some Faculty Members' duties, as outlined in Article 15 of the Collective Agreement, is permissible, notwithstanding type of appointment and Unit Workload Standards.
7. A Unit Head may assign teaching duties to a Member in any two (2) of three (3) 4-month periods commencing September 1, 2021 and ending August 31, 2022, except in the event of an unforeseen and urgent situation, in which case a Member may agree to accept additional teaching duties for which the Member shall be compensated by either an overload payment or a corresponding reduction of workload in a following Academic Year.

8. Members retain all existing Intellectual Property rights in the Collective Agreement regardless of mode of delivery.
9. This MOA is effective upon signing and expires June 30, 2022, unless the Parties agree to extend it.

Signed this 3rd day of May, 2021:

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Dan McKeown
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For Queen's

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E Horgan
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For QUFA