

LETTER OF UNDERSTANDING (LOU)
BETWEEN
QUEEN'S UNIVERSITY ("QUEEN'S")
AND
THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")
(Collectively referred to as "the Parties")

WHEREAS the Province of Ontario declared an emergency because of an urgent and unforeseen public health situation, specifically, the COVID-19 pandemic ("the COVID-19 Emergency");

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, in compliance with legislated obligations, and guided by public health orders and recommendations, responded by suspending in-person classes (in mid-March 2020), moving to remote instruction for the remainder of the Winter 2020 term, and limiting access to parts of its campus;

AND WHEREAS, Queen's must ensure continuity of operations in the face of the COVID-19 Emergency and will require operational flexibility to adapt, such as by altering the mode of delivery of undergraduate and graduate instruction;

AND WHEREAS these circumstances impact the operations of Queen's, and pose challenges for all members of the Queen's University community, including for QUFA bargaining unit members ("Members");

AND WHEREAS the Parties are desirous of enabling Queen's to continue to fulfil its academic mission in the face of the unprecedented and evolving challenges posed by the COVID-19 Emergency;

AND WHEREAS the Parties agree that certain modifications of the Queen's-QUFA Collective Agreement 2019-2022 ("Collective Agreement") are required temporarily, and that when this Letter of Understanding (hereinafter, the "COVID-19 Emergency LOU", or the "LOU") expires, the terms of the Collective Agreement will resume;

NOW THEREFORE the Parties agree as follows:

1. The matters to be addressed, including temporary modifications of the Collective Agreement, will be recorded in Memoranda of Agreement (MOA), attached hereto as schedules, and constituting a part of this LOU.
2. The MOA between the Parties regarding USATs and QSSET in Winter Term 2020, dated March 20, 2020, is attached to this LOU at Schedule A. The other MOAs that are part of the LOU are: Changes to Delivery of Instruction (Schedule B); Time-limits and Supports for Members (Schedule C); Future Considerations re Personnel Processes (Schedule D).
3. By entering into this LOU, the Parties signify their intention to continue to work together collaboratively to find solutions in response to the evolving challenges posed by the COVID-19 Emergency.
4. With the exception of parts of Schedule A and all of Schedule D, this LOU is a temporary measure. It is effective from the date hereof and, unless terminated early or extended, will expire on August 31, 2021 ("Term").
5. With the exception of parts of Schedule A and all of Schedule D, this LOU is intended to modify the Collective Agreement only as expressly provided for in this LOU, and only while the LOU is in effect.
6. Paragraphs 3-5 of Schedule A and Schedule D in its entirety shall continue to have force and effect for future personnel processes for QUFA Members.
7. It is acknowledged that this LOU may be terminated early (i.e. prior to the end of the Term), and the Parties may agree to extend its operation (i.e. beyond the end of the Term). The Parties may also agree to modify this LOU, in writing.
8. Early Termination: In the event that there a change in circumstances, defined as a future enactment or amendment of legislation, or change to a public health order or guidance that may have a significant impact on Queen's operations and/or plans for recovery, Queen's shall provide written notice to QUFA of same and

invite QUFA to a meeting to discuss Early Termination, or modification of the LOU, or of any constituent MOA.

9. Extension: If either Party wishes to extend this LOU in whole or in part beyond the Term, they will notify the other Party in writing by April 30, 2021. The Parties will meet no later than May 31, 2021, to discuss the possibility and the conditions under which an extension might be made to this LOU.

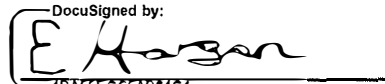
10. LOU Review: In addition to the meetings contemplated in paragraphs 8 and 9, the Parties will meet as required, and in accordance with the following schedule, to review this LOU and any constituent MOA, with a view to discussing legislated requirements, public health recommendations, the continuity of Queen's operations in the face of the evolving COVID-19 Emergency, and the implications for Members and the Collective Agreement. Meeting dates: before August 15; before November 15, 2020; before January 30, 2021; before March 15, 2021; and before May 31, 2021.

11. The Parties will work cooperatively to implement this LOU and its constituent MOAs.

Signed this 22 day of May, 2020



For Queen's

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For QUFA

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
QUEEN'S UNIVERSITY ("UNIVERSITY")
AND
THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")
(Collectively referred to as "the Parties")

Re: USATs and the QSSET pilot

WHEREAS, the University decided in mid-March 2020 to suspend in-person classes, and to move toward remote delivery of academic programming, as part of its response to the evolving and unprecedented challenges posed by COVID-19 to the health and safety of members of the Queen's community, and to the University's operations;

AND WHEREAS, the University and QUFA acknowledge the aforementioned decisions, and their timing, affect the USAT process and the QSSET pilot underway;

AND WHEREAS, provisions in the Collective Agreement, including without limitation, Article 29.3 and Appendix E, are implicated, as is the QSSET pilot in the Winter Term 2020 as authorized by the JCAA;


NOW THEREFORE, the Parties agree as follows:

1. In respect of courses for which a USAT was to be conducted in the last three weeks of the Winter 2020 Term as per Article 29.3 of the Collective Agreement, the Office of the University Registrar will be instructed to collect and destroy all USAT forms including any that had been distributed to Units, and there will not be USATs conducted for said courses;
2. In respect of courses which were scheduled to participate in the QSSET pilot in the Winter Term of 2020, the pilot is hereby suspended and, therefore, will not proceed;
3. Members, especially those who are reliant on assessment of their teaching for future employment or promotion, shall be encouraged to exercise their right to submit, as per Article 29.1.6, "any information [they] believe to be relevant to the review of their teaching performance, including a Teaching Dossier per Article 29.2";
4. Similarly, an instructor may submit, with a view to improving course design and/or teaching effectiveness, a Member's Course Survey if it satisfies all of the criteria and conditions set out in Articles 29.4. 1 and 29.4.2 of the Collective Agreement;
5. Notwithstanding paragraphs 3 and 4 above, Members shall not be penalized for the absence of USAT or QSSET results in the Official File as

per Article 34.2.4 for the Winter Term of 2020 during assessment processes with respect to Article 28 Annual/Biennial Performance Review, Article 30 Renewal, Tenure and Promotion for Tenure-Track and Tenured Faculty, and Article 32 Reappointment and Promotion of Adjunct Members; and,


6. This MOA is without prejudice and without precedent to any and all future matters between the Parties except as expressly set out in this MOA.

Signed on behalf of the University this 20 day of March 2020.



Dan McKeown

Signed on behalf of QUFA on this 20 day of March 2020.



Elizabeth Hanson

Schedule B

MOA re: Changes to delivery of instruction during the Term

BETWEEN

QUEEN'S UNIVERSITY ("QUEEN'S")

AND

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

(Collectively referred to as "the Parties")

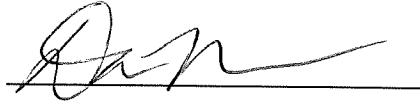
Whereas Queen's will alter the schedule of courses and the mode of delivery of instruction, including moving some classroom instruction to remote delivery, during the Term of the LOU;

And Whereas the required adaptations in the face of the COVID-19 Emergency will impact timetabling arrangements, the assignment of teaching and service workload for faculty, and implicate other provisions of the Collective Agreement;

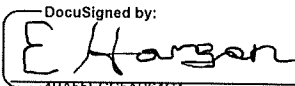
NOW THEREFORE, the Parties agree as follows:

1. Members may be directed to teach courses by remote means, or some combination of remote and in-class courses, and/or Online Courses. Members shall retain the right to adjust course content in accordance with their right to Academic Freedom per the Queen's-QUFA Collective Agreement.
2. Temporary 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.
3. A Unit Head may assign teaching duties to a Member in any two (2) of three (3) 4-month periods commencing September 1, 2020 and ending August 31, 2021, 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.
4. Delivery of instruction by remote means is not intended to alter any Member's existing Intellectual Property rights in the Collective Agreement.

Signed this May day of May, 2020:

A handwritten signature in black ink, appearing to be 'A. N.', written over a horizontal line.

For Queen's

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A DocuSigned signature in black ink, appearing to be 'E. Horgan', written over a horizontal line. The signature is enclosed in a rounded rectangular box.
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For QUFA

Schedule C

MOA re: Time Limits and Supports

BETWEEN

QUEEN'S UNIVERSITY ("QUEEN'S")

AND

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

(Collectively referred to as "the Parties")

Whereas the Parties are desirous of modifying various deadlines and time limits in the Collective Agreement and offering various supports to Members during the COVID-19 Emergency;

And Whereas the contemplated changes will require temporary modification of various provisions in the Collective Agreement, and some administrative processes;

NOW THEREFORE, the Parties agree as follows:

Deadlines and Time Limits

1. **Requests for Release Time:** Article 7.4.1 shall be amended to read "prior to the preceding June 15."
2. **Term Adjunct Appointment Posting (Article 25.10.1):** The date for posting Fall 2020 courses is extended to July 1 2020.
3. **Appointment Reports for Term Adjuncts (Article 28.4):** The deadline for 2020 Term Adjunct Appointment Reports is extended to June 30.
4. **Renewal, Tenure and Continuing Appointments (Articles 30 & 31):** Members in Initial or Renewed appointments who so elect, by submitting a written request to their Dean or University Librarian, shall be granted an automatic, one-year extension of their appointment and a one-year postponement of the date by which they may apply for consideration of a Renewal or Tenure decision. The Member shall submit their request no later than July 1, 2020, as per Paragraph 5 below, or no later than April 15, 2021. Any such election shall be approved by the Dean or University Librarian, and sent to the Provost and Vice-Principal (Academic) who shall, in turn,

document the decision in a letter to the Member (“Letter of Deferral”), in the form at Schedule E of the Collective Agreement. The Parties will review the need for further renewal and tenure extensions as part of the schedule of review outlined in paragraph 10 of the LOU.

5. **Renewal, Tenure and Continuing Appointments Processes in 2020-2021 (Articles 30 & 31):** The calendrical deadlines outlined in Articles 30 and 31 in the Collective Agreement related to establishing RTP Committees, notifying members, submitting applications etc., shall all be extended by one month. For example, a deadline in an article that reads “July 15” will instead read “August 15.”

6. **SRoR and GRoR Rights (Article 32.4.3 & 32.4.4):** A Member with SRoR or GRoR who cannot teach in Summer 2020 or in the 2020-21 Academic Year due to alterations in course offerings by the University in the context of the COVID-19 Emergency, including cancelled courses or course sections the Member would normally teach based on their SRoR or GRoR to the course(s), or alteration of the mode of delivery of a course such that the Member cannot teach them, shall be granted the affected terms as periods of non-appointment that shall not count toward expiration of SRoR or GRoR rights. Such COVID-19 Emergency-related non-appointment periods shall also not count as interrupting periods of continuous or consecutive service for the purposes of SRoR or GRoR eligibility.

7. **Academic Leave Applications and Approvals (Article 33.1.3):** Members shall be permitted to apply for Academic Leaves for the 2021-2022 Academic Year as late as December 1, 2020. The deadlines in Article 33.1.3.3(a) and (b) shall be extended to read December 15, December 31, and January 31, respectively.

8. **Academic Leave Deferrals (Article 33.1.7):**
 - a. Faculty Members who initiated a twelve-month Academic Leave on July 1 2019, shall finish the leave as planned.
 - b. Librarians and Archivists who completed more than half of their leave when the COVID-19 Emergency began (mid-March) shall finish the leave as planned.

- c. Faculty Members who initiated an Academic Leave on January 1, 2020, and Librarians and Archivists for whom more than half of their Academic Leave has been negatively impacted by the COVID-19 Emergency, shall be granted a deferral of the full period of the Academic Leave to a mutually acceptable time, conditional on the Member applying in writing to their Head, Dean, or University Librarian to request a deferral of the leave and the Member's return to their normal duties effective immediately.
 - d. Approved Academic Leaves scheduled to begin in the period June 1, 2020 to June 1, 2021, shall be deferred to a mutually acceptable time, conditional on the Member applying in writing to their Head, Dean, or University Librarian to request a deferral. The Member will be expected to carry out their normal duties, as amended by the COVID-19 Emergency LOU, during the period of deferral.
9. **Adjunct Scholarly Fund (Article 36.2):** An Adjunct Member who has received an award but who is unable to complete their research, creative work or professional development as originally proposed may propose a new project (that falls within the criteria of funded activities) in writing to the subcommittee and/or may request an extension of the deadline, if required. For example, recipients of the Fall 2019 funding has a deadline of August 2020. Any unused funds are returned to the fund for distribution in a future round.
10. **Professional Expense Carry Forward (Article 36.3.4):** Members are permitted to carry forward the full balance in their PER accounts to the 2020-2021 Academic Year.
11. **Workload Assignment (Article 37.2):** Unit Heads shall consult with Members and provide the Member's workload assignment for 2020-2021 in writing by June 30, 2020.
12. **Workload Standards (Article 37):** Units that would normally be expected to renew their Workload Standard in the 2020-2021 Academic Year shall be granted a one-year extension, to 2021-2022, upon submitting a written request to the JCAA. The existing Unit Workload Standard will be deemed to apply during the period of extension.

13. **Benefit Transition:** Queen's has agreed with Manulife to defer implementation of the effective date of mandatory generic drug implementation to October 1, 2020. The original date is July 1, 2020. This applies to all current employees (including Members), and employees (including Members) who may have retired between the period of July 1, 2020 – September 30, 2020. For clarity, Members with a retirement date between July 1, 2020 – September 30, 2020 will have the mandatory generic drug provision apply to them effective October 1, 2020.
14. **LOA# 1: Conflict Resolution and Member Education Program:** The development of the workshop on Sexual Harassment and Sexual Violence will be suspended until such time as on campus classes are resumed and the contemplated pilot can proceed.
15. **Delivery of annual salary review letters to faculty:** Letters that would ordinarily be distributed to faculty manually the last week of May 2020 will not be distributed, in that fashion and by that time, this year. Instead, Academic Compensation will send Members an email with content substantially similar to the following: "in accordance with Article 42 of the 2019-22 Queen's-QUFA Collective Agreement, and based on your most recent biennial merit rating (assessed last year if applicable), effective May 1, 2020, your Nominal Salary has been increased. Due to the current COVID-19 Emergency, your annual salary review letter detailing the adjustment will be provided at a later date. If after reviewing your May 2020 pay statement (accessible on MyHR) you have a question regarding your increase, please contact Ian Bearman at bearmani@queensu.ca."

Support

16. **Term Adjunct Members:** In recognition of additional work involved in remote delivery, Term Adjunct Members who are required to convert an in-class course to remote mode of delivery under the terms of this MOA shall, upon completion of the course, receive a lump sum payment per 0.5 credit course so converted of \$1000.00. This payment will be applied to the final month's payroll for the course. In addition, Term Adjuncts who converted a course to remote delivery in Winter 2020, shall receive \$250 per course in recognition of the additional work they performed.

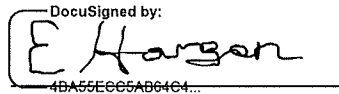
17. **Continuing Adjunct Members:** In recognition of additional work involved in remote delivery, Continuing Adjunct Members who are required to convert an in-class course to remote delivery under the terms of this MOA, shall, upon completion of the course, receive a lump sum payment per 0.5 credit course so converted of \$1625.00 applied to the December 2020, April 2021 or August 2021 payroll, as applicable.
18. **Teaching Resources:** Queen's will support educational technology needs related to remote instruction where these technologies meet the security and privacy requirements established by ITS. The process for assessing, prioritizing and acquiring new technologies will be coordinated by the Vice-Provost, Teaching and Learning, in collaboration with the Associate Deans of the Faculties and Schools.
19. **Campus Supports:** Subject to the requirements set out by the provincial and local Public Health Officials, Queen's will facilitate access to campus space, library collections, and on-campus technology for Members who cannot complete their duties from an off-campus location. Such arrangements shall be made with the Unit Head, Dean or University Librarian as needed.
20. **Technical Support:** Queen's will establish remote instruction and learning teams to support instructors in this new mode of course delivery. These support teams will aid instructors in the use of technology that has been approved by the University.
21. **Teaching Support:** A Member instructing a course remotely shall receive a level of teaching support that is appropriate for the work entailed in managing remote delivery of a course of that size and complexity. Members may apply in writing to their Unit Head for additional teaching support required to manage the course, documenting the reasons for which they require support. These needs may be met in a variety of ways, including, for example, IT, CTL and/or Teaching Assistant hours.
22. **Campus Space:** In compliance with legislated obligations, and according to protocols established by provincial and local Public Health Officials and by the Office of Research Services, Queen's will facilitate access to space on campus for Members who must maintain sensitive research projects.

23. Members who expect to incur additional, necessary expenses to carry out remote teaching offsite must have those expenses pre-approved by their Unit Head. Pre-approved, necessary expenses will either be paid by Queen's upon the submission of appropriate receipts and documentation to the Unit Head or the Member will apply for home office tax relief, if eligible, for which Queen's will provide a signed T2200.
24. Members who request accommodation based on the Human Rights Code ground of family status shall make their request, in writing, to their Dean, or where the Member is a librarian or archivist, to the University Librarian, with the subject line "Family Status", copying QUFA (smithpe@queensu.ca) and the Faculty Relations Office (allana.balesdent@queensu.ca). Should the University require additional information, they shall request it from the Member within 5 working days of the receipt of the request for accommodation. Upon receipt of required information from the Member, the Dean, University Librarian, or their delegate, supported by the Faculty Relations Office, will provide their decision regarding the Member's request directly to the Member (with a copy to QUFA and to the Unit Head in a departmentalized faculty) within ten (10) working days.

Signed this ²²_____day of May, 2020:



For Queen's

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For QUFA

Schedule D

MOA re: Consideration in Future Personnel Processes

BETWEEN

QUEEN'S UNIVERSITY ("QUEEN'S")

AND

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

(Collectively referred to as "the Parties")

WHEREAS the Parties entered into an LOU re the COVID-19 Emergency, and related MOAs, that temporarily modify certain provisions of the Collective Agreement;

AND WHEREAS, the Parties recognize that the COVID-19 Emergency may pose challenges for Members, and this may have ramifications for future personnel processes;

NOW THEREFORE, the Parties agree as follows:

- 1. Evaluation of Teaching Performance:** The Parties agreed to suspend the student assessment of teaching (USATs and the QSSET pilot) in Winter 2020 (as per the MOA at Schedule A), but will refer consideration of administration of QSSET during the 2020-2021 academic year to the Queen's Interim Implementation Committee (QIIC). The QIIC will make a recommendation to JCAA by August 30, 2020 and the JCAA shall decide whether to proceed with QSSETs or to suspend student assessments until in-class teaching resumes. In the event that no surveys are conducted, no Member will be penalized or prejudiced in any future personnel process for the absence of these survey data. Members will be encouraged to submit information relevant to their teaching performance, including a teaching dossier and the results of Member Course Surveys per Article 29. Where there may not be any information related to the Member's teaching performance for this period, the Member's teaching performance will be deemed satisfactory.
- 2. Alteration of Balance of Responsibilities:** If changes in teaching, professional practice, research and/or administrative and professional service attributable to

the COVID-19 Emergency produce temporary alterations in the distribution of a Member's Academic Responsibilities, Members may report such changes in Annual/Biennial Performance Reviews, Academic Leave Reports, or applications for Renewal and Tenure. Queen's shall give due consideration to these reports.

3. **Facilities & Support:** The Parties acknowledge that Queen's response to the COVID-19 Emergency may affect the facilities and support that Queen's can provide to Members and that this may have an impact on Members' performance of their duties. Members may report the effect of these altered facilities and supports on their teaching, professional practice, research and/or administrative and professional service during this period in Annual/Biennial Performance Reviews, Academic Leave Reports, Term Adjunct Appointment Reports, applications for Renewal, Tenure or Continuing Appointment, or applications for SRoR, GRoR or Continuing Adjunct appointment. Queen's shall give due consideration to these reports.
4. **Social Services:** The Parties acknowledge that the COVID-19 Emergency has altered the normal provision of public and private services. These alterations may have an impact on Member's performance of their duties. Members may report the effect of these altered services on their teaching, professional practice, research and/or administrative and professional service during this period in Annual/Biennial Performance Reviews, Academic Leave Reports, Term Adjunct Appointment Reports, applications for Renewal, Tenure or Continuing Appointment, or applications for SRoR, GRoR or Continuing Adjunct appointment. Queen's shall give due consideration to these reports.
5. **Research:** The Parties acknowledge that Members who have applied for or who hold research grants must comply with rules set by funders with respect to deferrals or modifications of their research plans. Queen's will give due consideration to these constraints and will administratively assist Members in complying with these constraints where possible. In addition, Members may lose research funding and opportunities due to the COVID-19 Emergency. Members may report how these altered circumstances have affected their performance during this period in Annual/Biennial Performance Reviews, Academic Leave Reports, or applications for Renewal or Tenure. Queen's shall give due consideration to these reports.

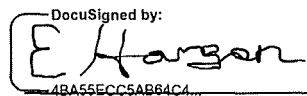
6. **Specific Right of Reappointment for Term Adjuncts:** Term Adjuncts with an SRoR for a course that is normally taught in class shall retain this right for courses taught remotely during the COVID-19 Emergency. Where a Term Adjunct is assigned an online or remote course that they would normally have offered in the classroom, that course shall be deemed to have been taught in “the same delivery format” per Article 32.2.1 as past and future classroom offerings of that course.

7. In addition to the specific responsibility assigned to it in Paragraph 1 of this MOA, the JCAA is charged with oversight of this MOA. “COVID-19 Consideration in Future Personnel Processes” will be a JCAA agenda item until the Parties agree that it is no longer necessary.

SIGNED THIS 22 DAY OF May, 2020.



For Queen's

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For QUFA