

LETTER OF UNDERSTANDING (LOU)
BETWEEN
QUEEN'S UNIVERSITY ("QUEEN'S")
AND
PSAC (Local 901, UNIT 1 and UNIT 2) ("PSAC")
(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 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 instruction;

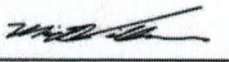
AND WHEREAS the Parties agree that certain modifications of the Queen's-PSAC Unit 1 Collective Agreement (2018-2021) and the Queen's-PSAC Unit 2 Collective Agreement (2017 – 2020, and any extension or renewal thereof) (the "Collective Agreements") are required temporarily, and that when this Letter of 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 Agreements, will be recorded in Schedule A (Unit 1) and Schedule B (Unit 2), attached hereto and constituting a part of this LOU.
2. 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.
3. 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").
4. This LOU is intended to modify the Collective Agreements only as expressly provided for in this LOU, and only while the LOU is in effect.
5. 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.

6. Early Termination: In the event that there a change in circumstances, such 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 PSAC of same and invite PSAC to a meeting to discuss Early Termination, or modification of the LOU and/or the Schedules attached thereto.
7. 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.
8. LOU Review: In addition to the meetings contemplated in Paragraphs 6 and 7, the Parties will meet as required to review this LOU and the attached Schedules, 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 Bargaining Unit Members and the Collective Agreements.
9. The Parties will work cooperatively to implement this LOU and the attached Schedules.

Signed this 31st day of August, 2020



For Queen's



For PSAC

SCHEDULE A – PSAC Local 901, UNIT 1

1. **Remote Delivery by Teaching Fellows:** In recognition of additional work involved in remote delivery, Teaching Fellows who were/are required to convert an in-class course to remote mode of delivery for a Spring and/or Summer 2020, Fall 2020 or Winter 2020²⁰²¹ course under the terms of the LOU shall, upon completion of the delivery 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. *20/ Sept 24 2020*

In addition, Teaching Fellows who converted an in-class course to remote delivery in Winter 2020, shall receive a lump sum payment of \$250 per 0.5 credit course so converted in recognition of the additional work they performed.

2. **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.
3. **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 Bargaining Unit 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.
4. **Technical Support:** Queen's will establish remote instruction and learning teams to support Teaching Fellows, and to support Teaching Assistants, if required and approved by the instructor of the course, in this new mode of course delivery. These support teams will aid Teaching Fellows, and Teaching Assistants, if required and approved by the instructor of the course, in the use of technology that has been approved by Queen's.
5. **Teaching Support for Teaching Fellows:** A Teaching Fellow 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. Teaching Fellows 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.
6. **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 Research Assistants who must maintain sensitive research projects.

SCHEDULE B – PSAC Local 901, UNIT 2

1. **Remote Delivery by Postdoctoral Fellows:** While Postdoctoral Fellow appointments rarely include teaching as part of the appointment, if a Postdoctoral Fellow is appointed to teach pursuant to their letter of appointment because the teaching is being funded by an external source (i.e. not University operating funds), in recognition of additional work involved in remote delivery, Postdoctoral Fellows who were/are required to convert an in-class course to remote mode of delivery for a Spring and/or Summer 2020, Fall 2020 or Winter 2020¹ course under the terms of the LOU shall, upon completion of the delivery 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, Postdoctoral Fellows who converted an in-class course to remote delivery in Winter 2020, shall receive a lump sum payment of \$250 per 0.5 credit course so converted in recognition of the additional work they performed.
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2. **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 Bargaining Unit 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.
3. **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 Bargaining Unit Members who must maintain sensitive research projects.
4. **Intellectual Property:** Delivery of instruction by remote means is not intended to alter any Bargaining Unit Member's existing Intellectual Property rights in the Collective Agreement.

7. **Intellectual Property:** Delivery of instruction by remote means is not intended to alter any Bargaining Unit Member's existing Intellectual Property rights in the Collective Agreement.