

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, in August 2020, the Parties negotiated a letter of understanding, known as "the COVID-19 EMERGENCY LOU", or "LOU", that has two (2) attached schedules, specifically, Schedule A – pertaining to PSAC Local 901, Unit 1, and Schedule B – pertaining to PSAC Local 901, Unit 2;

AND WHEREAS the Provincial government and the local health authority have enacted legislation or otherwise imposed health and safety orders or made recommendations to Queen's regarding the COVID-19 Pandemic;

AND WHEREAS Queen's, which must comply with such enactments and orders and will continue to be guided by such recommendations, is currently planning for course delivery and research activities in the 2021-2022 Academic Year with the objective of resuming pre-COVID Emergency modes of course delivery (i.e. in-classroom, online, or both) and research activities;

AND WHEREAS, Queen's must ensure continuity of operations in the face of the COVID-19 Pandemic and therefore requires operational flexibility to adapt, such as by altering the modes 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 any extension or renewal thereof) and the Queen's-PSAC Unit 2 Collective Agreement (2020 – 2023) (the "Collective Agreements") are required temporarily, and that when this Letter of Understanding (**hereinafter, the "COVID-19 Pandemic LOU 2021", or the " 2021 LOU"**) expires, the temporary modifications will cease to operate and the provisions of the above-referenced Collective Agreements 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 either Schedule A (Unit 1) or Schedule B (Unit 2), attached hereto and constituting parts of this 2021 LOU.
2. By entering into this 2021 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 Pandemic and the return to campus protocols.
3. The Parties will continue to discuss matters addressed in this 2021 LOU, and specifically, to receive updates from Queen's regarding its course delivery plans for the 2021-2022 Academic Year. Regardless, Queen's shall immediately inform PSAC Local

901 in writing, and will schedule a meeting of the Parties, if, based on the recommendations or 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 modes of course delivery (i.e. online or classroom or both)

4. If, at any time during the 2021-2022 Academic Year, local health authorities, and/or the provincial government, mandate the reinstatement of physical distancing regulations or implement stay-at-home orders such that mostly remote or some combination of remote and in-class course delivery or research is required, members of the PSAC Local 901 bargaining unit may be directed to shift to remote or some combination of remote and in class course delivery or research.
5. The support set out in Schedules A and B of the LOU, will be made available during the Term of this 2021 LOU.
6. This 2021 LOU is a temporary measure. It is effective from September 1, 2021 and, unless terminated early or extended in accordance with the terms of this 2021 LOU, will expire on June 30, 2022 ("Term").
7. This LOU is intended to modify the Collective Agreements only as expressly provided for in this 2021 LOU, and only while the 2021 LOU is in effect.
8. It is acknowledged that this 2021 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 2021 LOU, in writing.
9. 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 2021 LOU and/or the Schedules attached thereto.
10. Extension: If either Party wishes to extend this 2021 LOU in whole or in part beyond the Term, they will notify the other Party in writing by April 30, 2022. The Parties will meet no later than May 15, 2022, to discuss the possibility and the conditions under which an extension might be made to this 2021 LOU.
11. 2021 LOU Review: In addition to the meetings referenced in Paragraphs 3, 9 and 10 hereof, the Parties will meet as required to review this 2021 LOU and the attached Schedules, with a view to discussing legislated requirements, public health recommendations and guidance the continuity of Queen's operations in the face of the evolving COVID-19 Pandemic, and the implications for Bargaining Unit Members and the Collective Agreements.
12. The Parties will work cooperatively to implement this 2021 LOU and the attached Schedules.

13. Any notices required by this 2021 LOU, if addressed to: PSAC shall be served to the President of PSAC Local 901; and if addressed to the University, shall be served to the Director of Faculty Relations.

Signed this 27 day of August, 2021

For Queen's:



Michael Villeneuve

For PSAC:



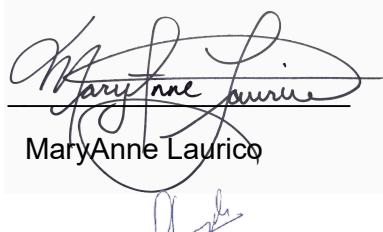
Astrid Hobill



Rohit Revi



Brittainy Bonnis



MaryAnne Laurico

Laneydi Martinez Alfonso

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 are required to convert an in-class course to remote mode of delivery under the terms of this 2021 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 clause shall apply only to a Teaching Fellow's first-time conversion of an in-class course to remote mode of delivery. This payment will be applied to the final month's payroll for the course.
2. Unit 1 Bargaining Unit members who are unable to carry out their duties 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 consider and substantiate the request.
3. **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.
4. **Campus Supports:** Should the circumstances contemplated in paragraph 4 of the 2021 LOU arise, and 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.
5. **Technical Support:** Queen's will establish remote instruction and learning teams to support Teaching Fellows, and to support Graduate 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.
6. **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.
7. **Campus Space:** Should the circumstances contemplated in paragraph 4 of the 2021 LOU arise, and 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.

8. **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.

SCHEDULE B – PSAC Local 901, UNIT 2

1. **Remote Delivery of teaching 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 are required to convert an in-class course to remote mode of delivery under the terms of this 2021 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 clause shall apply only to a Postdoctoral Fellow's first time conversion of an in-class course to remote mode of delivery. This payment will be applied to the final month's payroll for the course.
2. Unit 2 Bargaining Unit members who are unable to carry out their duties 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 substantiate the request.
3. **Campus Supports:** Should the circumstances contemplated in paragraph 4 of the 2021 LOU arise, and 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. **Campus Space:** Should the circumstances contemplated in paragraph 4 of the 2021 LOU arise, and 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.
5. **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.