

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.

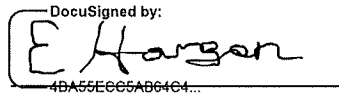
17. **Continuing Adjunct Members:** In recognition of additional work involved in remote delivery, Continuing Adjunct Members who are required to convert an in-class course to remote delivery under the terms of this MOA, shall, upon completion of the course, receive a lump sum payment per 0.5 credit 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