

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.

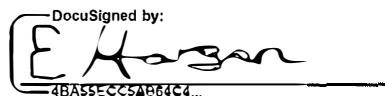
10. LOU Review: In addition to the meetings contemplated in paragraphs 8 and 9, the Parties will meet as required, and in accordance with the following schedule, to review this LOU and any constituent MOA, with a view to discussing legislated requirements, public health recommendations, the continuity 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

DocuSigned by:

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For QUFA

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")

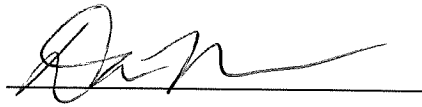
Whereas Queen's will alter the schedule of courses and the mode of delivery of instruction, including moving some classroom instruction to remote delivery, during the Term of the LOU;

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;

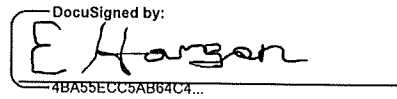
NOW THEREFORE, the Parties agree as follows:

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

DocuSigned by:
A DocuSigned signature for 'E. Horgan' in black ink, enclosed in a rounded rectangular box. Below the signature is a horizontal line with a small alphanumeric string '4BA55ECC5AB64C4...' underneath it.

For QUFA