

LETTER OF UNDERSTANDING (LOU)

BETWEEN

QUEEN'S UNIVERSITY ("QUEEN'S"),

AND

PSACT  
(Collectively referred to as "the Parties")

WHEREAS an 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 measures in response to 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 delivery of undergraduate instruction;

AND WHEREAS the Parties agree that the Collective Agreement (C.A. 2017) and the C.A. 2020, and as amended, are temporarily suspended 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 in this LOU are temporary modifications of the C.A. 2017 and C.A. 2020, and as amended, and constitute 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 agreement, which 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 modify this LOU, in writing.

6. **Early Termination.** In the event of a change in law, enactment or amendment of legislation, or change to a public health order or guidance that may have a significant impact on Queen's operations under plans for recovery, Queen's shall provide written notice to PSAC of same and invite PSAC to meet to discuss Early Termination, or modification of the LOU and/or the Schedules attached thereto.
7. **Extension.** If Queen's determines that an extension of the LOU is necessary, 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 the LOU and its impact on 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 L001 901 dNU11

- 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 2021 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. 2/10/24  
  
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 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 library and digital 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 Instructors. Technical support will be provided 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 delivering a course remotely shall receive a level of teaching support that is appropriate for the needs related to 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 to manage the course, and enhancing the teaching and learning experience. These needs may be met in a variety of ways, including, for example, IT, CTL and Learning 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 C - PSAC Local 901, UNIT 2**

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- 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 funded from an external source (i.e. not University operating funds), in addition to the salary involved in remote delivery, Postdoctoral Fellows who were previously required to convert an in-class course to remote mode of delivery for a Spring or Winter 2020 course under the terms of the UCU ball, upon completion of the delivery of the course, receive a lump sum payment per 0.5 credit course as a percentage 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 will receive a lump sum payment of \$1000.00 per 0.5 credit course converted in recognition of the additional work they performed.
- 2. Campus Supports:** Subject to the requirements set out by the provincial Public Health Officials, Queen's will facilitate access to campus computer, library, and on-campus technology for Bargaining Unit Members who cannot perform their duties from an off-campus location. Such arrangements shall be made with the Head, Dean or University Librarian as needed.
- 3. Campus Space:** In compliance with legislative obligations established by provincial and local Public Health Officials, 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.



Party Recognizing All members' existing intellectual property rights in the Collective Agreement

