

*****Without Prejudice or Precedent*****

**LETTER OF UNDERSTANDING
between the
St. Jerome's University Academic Staff Association (ASA) and
St. Jerome's University (Employer)
COVID-19 Outbreak**

This Letter of Understanding (LOU) is made without prejudice and without precedent to the interpretation or application of the Full-Time Academic Staff Collective Agreement (FT CA) and the Contract Academic Staff Collective Agreement (CAS CA), or to any other agreements between the Parties, or to any similar dispute between the Parties.

Whereas the Federal, Provincial, and Municipal Governments have mandated the need for physical distancing within essential and non-essential services in response to the COVID-19 pandemic;

And whereas a Declaration of Emergency has been made in both the Province of Ontario and the municipalities within the Region of Waterloo;

And whereas the Parties acknowledge that the broader situation with respect to the pandemic is extraordinary and rapidly evolving, requiring flexibility and responsiveness on the part of the institution and employees;

And whereas those measures include the cancellation of face-to-face classes, the closure of the University's physical facilities and offices, and a request that faculty members develop alternate means of delivering course content and assessing student work;

And whereas decisions regarding the opening or closure of physical facilities and offices made at St. Jerome's University are in concert with decisions made at the University of Waterloo;

And whereas decisions regarding face-to-face and emergency online teaching are normally made in concert with the University of Waterloo;

And whereas the health and safety of students, faculty, and staff are of primary concern;

And whereas 'emergency online teaching' within this LOU refers to the creation, delivery, or revision of normally in-person instruction for the purposes of remote learning occurring as a result of COVID-19 restrictions;

And whereas the measures set out in the LOU are temporary in response to the COVID-19 pandemic and apply only for the period of the COVID-19 pandemic and the pandemic-related restrictions;

The Parties recognize that it is in our mutual interest that courses delivered remotely will be regarded for the duration of this agreement as adhering to the Full-Time Academic Staff and Contract Academic Staff Collective Agreements.

1. Emergency Online Teaching

The Parties, seeking to uphold the principles that Members are free to select the mode of course delivery (FT CA 2.1 d and CAS CA 2.1 d *inter alia*), mindful that members must give consent to teach online courses (FT CA 25.6.8 e), and equally mindful that, in the normal flow of events, any online courses designed by the CEL commands additional compensation (FT CA 25.6.8 and CAS CA 18.2.4), recognize the need for emergency online teaching as a result of the COVID-19 pandemic.

The Parties therefore agree to the following provisions:

- a. The Parties affirm the academic freedom of Members under Article 2 in both CAs, including academic freedom in teaching. Decisions about how to adapt course instruction temporarily and to assess students will be at the discretion of the Member.
- b. Members retain intellectual property rights to any and all teaching material they create or develop for emergency online courses.
- c. Members who perform emergency online teaching will receive the necessary institutional, technical, and logistical support as outlined in FT CA Article 27 and CAS CA Article 26.
- d. The Parties will consider the effects of the use of information technology and emergency online teaching on performance evaluations and all career review processes.

2. Emergency Changes to Terms and Conditions of Work

Whereas the outbreak of COVID-19 has necessitated an emergency change to terms and conditions of work;

And whereas the Association agrees to work with the Employer to facilitate changes to allow temporary measures to accommodate alternative curriculum delivery and other workload modifications as a result of the COVID-19 outbreak;

The Parties therefore agree to the following provisions for all academic staff:

- a. Subject to necessary health protection measures and legal requirements, the Employer shall grant Members access to campus, including to their offices, research labs, and mailroom.
- b. The Employer will not collect parking fees for the duration of the closure of campus.
- c. Where Members are negatively affected by a campus closure or curtailment, regular compensation, including pension, benefits, and any other salary-related compensation, will be maintained for the duration of the closure or curtailment.
- d. No Member shall be negatively affected due to direct or indirect consequences resulting from restrictions imposed by COVID-19, including but not limited to opportunities to meet service requirements.
- e. The Parties agree that no student evaluations for courses will be used without the Member's prior

approval for the purposes of renewal, tenure, and promotion.

- f. Members are eligible to submit to the Vice President Academic and Dean (VPAD) a T2200 form for income tax purposes.

3. Additional Provisions for Full-Time Academic Staff

- a. The Parties agree to extend the timeline for the use of the start-up Research Grant for new tenure-track Members (FT CA 25.6.3) by twelve (12) months.
- b. In light of potential effects of the COVID-19 pandemic on the productivity of tenure-track faculty and their overall assessment during their probationary period, the VPAD will contact individual tenure-track faculty via email by 15 June 2021 at 4:30 p.m. to determine if that faculty Member wishes to extend their current probationary period by an additional year. The faculty Member shall respond no later than 23 June 2021 at 4:30 p.m. if they wish to extend the probationary period.

4. Additional Provisions for Contract Academic Staff

- a. Article 19.5 of the CAS CA will be suspended without prejudice to either Party. A refusal of a course offering made during the period of this agreement shall not count against a CAS Member's Seniority Status or right of first refusal.
- b. A refusal of an offer to teach a course shall not be grounds to discriminate in future hiring decisions.
- c. For the duration of this agreement, the Employer shall provide CAS Members with access to mental health benefits equal to those provided to FT academic staff, including Homewood Health and other counselling services.
- d. Members who receive stipends for additional service work will be compensated for those responsibilities regardless of any changes in scheduling or delivery mode in response to the COVID-19 pandemic.

5. Procedures for Implementation and Review

- a. The Employer agrees to consult the Association and receive its consent about any additional measures it takes in response to the COVID-19 pandemic which affect working conditions, including but not limited to the introduction of modes of teaching other than those covered by this Agreement or FT and CAS Collective Agreements. Either Party shall be able to request a consultation to discuss matters related to this LOU and measures taken in response to the COVID-19 pandemic.
- b. The Parties agree to meet to discuss the modification of the terms of this LOU no later than three weeks after the University of Waterloo makes an official announcement that would restore in-person teaching in any form. Any modifications are subject to mutual agreement.
- c. The Parties agree that, in line with Article 8 of both CAs, the Joint Committee on the Administration of the Collective Agreements shall also be responsible for the administration and application of this LOU. Should a significant rewriting of any terms of this LOU be required, the Parties agree to begin negotiations within fifteen days following receipt of notification, and thereafter both Parties shall negotiate in good faith.

- d. The Parties agree that the terms of this LOU are a temporary response to the COVID-19 pandemic. This LOU is made without prejudice and without precedent to the interpretation or application of the FT CA and the CAS CA, or to any other agreements between the Parties, or to any similar dispute between the Parties.
- e. The Parties agree that the Grievance and Arbitration Process outlined in the Collective Agreements (FT CA 11; CAS CA 11) is upheld during the terms of this LOU.

6. Term and Duration

- a. This LOU shall come into full effect retroactively for the 2021-2022 fiscal year upon signing by both Parties.

David Seljak



For the Association

June 9, 2021

Date

Cynthia D. Venini



For the Employer

June 8, 2021

Date

LETTER OF UNDERSTANDING

BETWEEN

THE ST. JEROME'S ACADEMIC STAFF ASSOCIATION ("SJU ASA")

And

THE ST. JEROME'S UNIVERSITY BOARD OF GOVERNORS ("The Employer")

FINANCIAL SUPPORT FOR CAS TRAINING DURING PANDEMIC

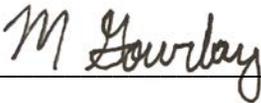
The Parties recognize that, as a result of the consequences of emergency online teaching, the Employer shall make available:

- a.) A one-time stipend of \$500 in recognition of the training and technological expertise required to modify, for the first time, courses that are normally offered in-person for online delivery. This one-time stipend is inclusive of the \$25 / month internet stipend that the Employer has previously and elsewhere provided to all full-time academic staff and CAS.
- b.) A one-time payment of \$500 from the accumulated value of the Academic Support Fund (ASF).

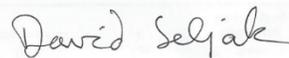
TERM OF LOU

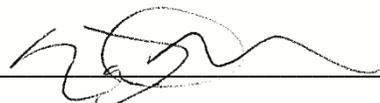
The Parties agree that, upon signing, this LOU will apply for the 2020-2021 and 2021-2022 fiscal years.





For the Employer





For the ASA

13 May 2021