

LETTERS OF UNDERSTANDING IN RESPONSE TO COVID-19 OUTBREAK

[General Letter of Understanding](#) concerning Emergency Online Teaching, Other
Emergency Changes to Terms and Conditions of Work, Provisions for Full-Time Academic
Staff, Provisions for Contract Academic Staff, and Health and Safety Leaves.....PAGE 1

Additional Agreements:

Contract Academic Staff

[CAS Training Stipend](#).....PAGE 5

[Refusals and Seniority Status](#) under Article 19.5 of CAS CA.....PAGE 6

[Midterm CAS Seniority Points](#).....PAGE 7

Full-Time Academic Staff

[Faculty Research Grant Carry Forward](#).....PAGE 8

[Deadline Extensions](#) regarding Articles 21.2.g and 21.2.h of the FT CA (Tenure and
Promotion).....PAGE 9

[Sabbatical Credits during COVID-19](#).....PAGE 10

[Extensions for Annual Assessment During Probationary Tenure Track Appointment](#)
(Article 22.1 of FT CA).....PAGE 11

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

This Letter of Understanding 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 for the end of the Winter 2020 term, the Spring 2020 term, the Fall 2020 term, and, potentially the Winter 2021 term;

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 Letter of Understanding 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 Letter of Understanding 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 for the remainder of the Winter 2020, Spring 2020, Fall 2020, and, potentially, Winter 2021 terms will be regarded 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 occasional brief 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. Out of a recognition that Members' time and effort must now be focused on emergency online course development, the Employer extends the deadline for submission of the Annual Activity Report (FT CA 25.9) to June 1st, 2021.
- b. 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.
- c. 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 28 August 2020 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 4 September 2020 at 4:30 p.m. if they wish to extend the probationary period.

4. Additional Provisions for Contract Academic Staff

- a. A refusal of an offer to teach a course shall not be grounds to discriminate in future hiring decisions.
- b. For the duration of the COVID-19 pandemic, 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.
- c. 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. Health and Safety Provisions and Leaves

- a. The Parties commit to conducting a separate negotiation to explore the ramifications of COVID illness on Members by September.

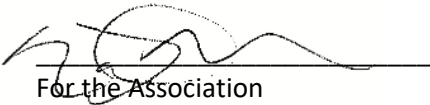
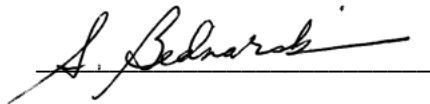
6. `

- 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. 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 some form during the Winter 2021 term. 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.
- 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.

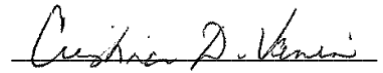
7. Term and Duration

- a. This LOU shall come into full effect retroactively for the 2020-2021 fiscal year upon signing by both Parties.



For the Association

24 July 2020
Date



For the Employer

24 July 2020
Date

ARTICLE FOR LETTER OF UNDERSTANDING

BETWEEN

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

And

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

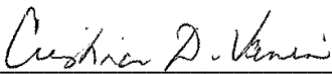
FINANCIAL SUPPORT FOR CAS TRAINING DURING PANDEMIC


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 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).

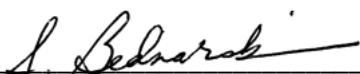
TERM OF LOU

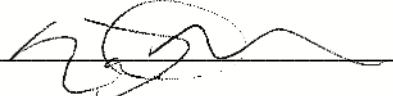
The Parties agree that, upon signing, this LOU will apply retroactively to capture the fiscal year 2020 – 2021.





For the Employer





For the ASA

20 July 2020

JOINT COMMITTEE AGREEMENT

BETWEEN

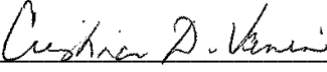
THE ST. JEROME'S ACADEMIC STAFF ASSOCIATION ("SJU ASA")

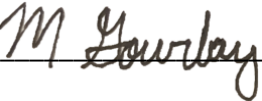
And

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

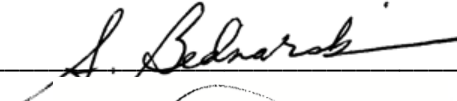
CAS Seniority during COVID-19

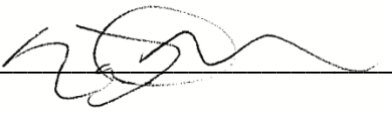
As a result of the pandemic, Article 19.5 of the CAS CA will be suspended until 31 December 2020 without prejudice to either Party. This means that refusal of a course offering made during the period of this agreement shall not count against a CAS Member's Seniority Status or right of first refusal.





For the Employer





For the ASA

26 June 2020

JOINT COMMITTEE AGREEMENT

BETWEEN

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

And

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

Midterm CAS Seniority Points

Whereas CAS CA Article 19 awards seniority points to Members and;


Whereas the Parties recognize that, from time to time, it may be necessary for a Member to begin teaching after the start of term or to teach less than a full term and;


Whereas the Parties agree that a "term" shall constitute sixteen (16) weeks;

In cases where a Member teaches a course for more than eight (8) weeks, the Member shall earn a full seniority point.

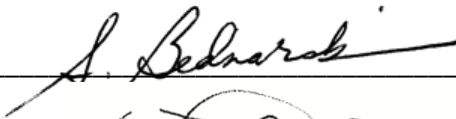
In cases where the Member teaches eight (8) weeks or less, the Member shall earn a half seniority point.

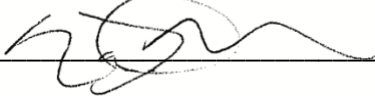
No Member shall receive any seniority points for teaching less than four weeks.





For the Employer





For the ASA

22 June 2020

JOINT COMMITTEE AGREEMENT

BETWEEN


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

And

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

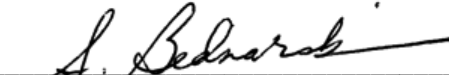
Faculty Research Grant Carry Forward

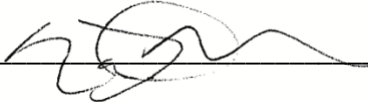
Whereas Article 39 of the FT CA provides funds for a Faculty Research Grant (FRG), the Parties agree to maintain past practice of allowing grant holders to carry forward unused balances for one additional year.





For the Employer





For the ASA

22 June 2020

JOINT COMMITTEE AGREEMENT

BETWEEN

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

And

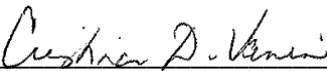
THE ST. JEROME'S UNIVERSITY BOARD OF GOVERNORS ("The Employer")

Deadline Extensions

Whereas Articles 21.2.g and 21.2.h of the FT CA contains deadlines for Tenure and Promotion and;

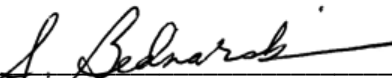
Whereas the COVID-19 pandemic disrupted normal timelines;

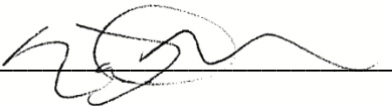
The Parties agree to extend the deadline contained in 21.2.g to 18 June 2020 and that contained in 21.2.h to 1 September 2020. In the case of 21.2.h, the decision will be applied retroactively to 1 July 2020.





For the Employer





For the ASA

22 June 2020

JOINT COMMITTEE AGREEMENT

BETWEEN

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

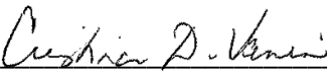
And

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

Sabbatical Credits During COVID-19

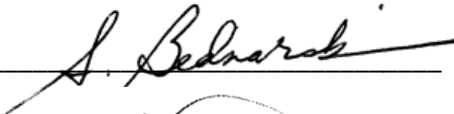
The Parties agree, on a without precedent or prejudice basis, that Members who are currently on sabbatical (January 1 – June 30, 2020) and whose sabbatical research has been severely affected by the pandemic, may request in writing a partial return of sabbatical credits. The Employer shall not deny any reasonable request.

Members who make a reasonable request prior to 1 July 2020 shall receive: 1.5 credits back toward a future sabbatical, in the event they had expended 3.0 credits on the compromised sabbatical, or; 2.0 credits back in the event they had expended 4.0.





For the Employer





For the ASA

22 June 2020

JOINT COMMITTEE AGREEMENT

BETWEEN

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

And

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

Extensions for Annual Assessment During Probationary Tenure Track Appointment

Whereas Article 22.1 of the FT CA indicates that a tenure-track probationary Member is to have their performance assessed on a yearly basis, that the VPAD provides a letter to the Member outlining the Department Chair's assessment and the VPAD's assessment no later than 15 June, and that the Member submits a written response to the VPAD's letter on or before 30 June and;

Whereas the Parties acknowledge the impact of the COVID-19 restrictions;

The Parties agree that the annual assessment deadlines for 2019-2020 for Members on probationary tenure-track appointments be extended to July 15, 2020 for the VPAD's letter to be sent to the Member and to July 30, 2020 for the Member to submit a written response to the VPAD's letter.

Cristina D. Veneri

M. Gourlay

For the Employer

S. Bednarski

[Signature]

For the ASA

26 June 2020