

COVID-19 Pandemic-related changes to faculty working conditions

Draft Letter of Understanding

Between the Faculty Association of the University of St. Thomas
and St. Thomas University ("The Parties")

Background

The St. Thomas University community has been operating under exceptional and unprecedented circumstances since March of 2020 when the Province of New Brunswick implemented restrictions on public gatherings and social distancing requirements in response to the COVID-19 Global Pandemic. As a result of the global pandemic, the University has committed to investing \$600,000 of special project funding to support remote teaching for three years. This funding will be used to cover the additional costs related to Instructional and Educational Design, Training, and Development expertise, as well as hardware and software for remote teaching.

In April, FAUST proposed the joint development of a Letter of Understanding (LOU), the purpose of which was to list and clarify pandemic-related changes to the working conditions of full-time and part-time academic faculty. The parties met to discuss the initial draft presented by FAUST but were unable to conclude an LOU prior to the start of Intersession courses. Nevertheless, several items were agreed upon. The following sections of this LOU further clarify and expand on the work that has been done to-date by the Parties regarding pandemic-related changes to the working conditions of full-time and part-time academic faculty.

The following topics have been resolved and the existing provisions around these will continue to apply:

- access to faculty offices;
- support for remote course delivery;
- waiving of normal course cancellation policy for Intersession and Summer session courses;
- expanded use and extended carry-over deadlines of the Teaching Enhancement Allowance for part-time faculty;
- use of Departmental budgets for costs related to remote teaching by Part-time faculty;
- payment of a 25% course cancellation fee for courses that could not be delivered remotely during Intersession and Summer session or postponement to August 2020 (in the event that courses could be offered in-person at that time);
- extension to the deadline for submission of annual reports;
- one-year carry-over for use of funds for professional development activities;
- one-year extension of probationary appointments and Limited-term Appointments set to expire in Spring 2020;

- extension to deadlines for research-related reports and applications (including sabbatical reports and Research Ethics Board applications) by the period that the Province's Emergency Mandatory Order is in place, or by a period allowed by the appropriate external agency, as applicable;
- suspension of student course ratings prior to the Fall semester of 2020-21 unless requested by a faculty member;
- no reduction in seniority or in short-term sick leave benefits for faculty members during periods of required self-isolation with no requirement for medical documentation;
- any Full-time faculty member, or Part-time faculty member who is teaching, who notifies the appropriate Dean that they are unable to work due to a family member who has a COVID-19 infection shall be placed on an approved leave of absence (special leave with pay). The duration of the leave will be determined on a case-by-case basis. See Appendix A for the protocol relating to leaves and COVID-19. This protocol will be updated as needed.
- recognition that school closures and other orders from public health and government authorities related to COVID-19 may result in members requesting to take special leaves beyond those envisioned in Articles 10.03 (FT) and 16.02 (PT), which would be considered on a case-by-case basis.

1. General Provisions

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

2. Back to Work in Remote Teaching

Whereas the COVID-19 pandemic and the advisories issued by public health and government authorities have necessitated limitations of face-to-face instruction, and these advisories are expected to remain in place for the foreseeable future;

Whereas information technology and online learning will be used to substitute for in-person classes;

Whereas COVID-19 Pandemic-related changes to faculty working conditions have required and will continue to require time commitment and resource commitment to adapt to remote delivery;

The Parties affirm that:

- A. The provisions for the right to privacy under Article 2.12 continue to apply. The provisions for **academic freedom** under Articles 2.04 and 2.15, and specifically, 2.15.3, including academic freedom in teaching continue to apply.
- B. The Parties accept that the move to remote teaching to ensure a safe work environment in compliance with Public Health COVID-19 protocols has made it impractical for the Employer to adhere to the following excerpt from Article 2.15.2:
“No Employee shall be assigned to develop or to deliver a technologically-mediated course without the prior written agreement of the Employee. The agreement shall be delivered by the Employer to the Union within two (2) weeks of signing.”
- C. When the restrictions related to the global pandemic are lifted and in-person classes resume at STU, the Employer shall comply fully with Article 2.15.
- D. FAUST members will retain intellectual property rights to all their course materials developed and delivered online, as outlined in the Collective Agreements Articles 2.14.
- E. The impact of preparing for remote course delivery on research output shall be considered when evaluating sabbatical reports and applications, and annual reports during the term of this Letter of Understanding.

In recognition of the impact of remote course delivery on research output, the deadline for applying for renewal of a probationary appointment or tenure shall be extended by one (1) year for those faculty members who would normally apply for renewal or tenure in 2021.

- F. The absence of student course ratings for courses taught during the 2019/20, and 2020/21 Teaching Years; shall not negatively impact; reviews under Articles 8 (Evaluation) or Article 5.01.1 (Criteria for Appointment) of the Part-time Collective Agreement.

3. Support and Resources for Remote Teaching

Under Article 4.03.1 (Employer Responsibilities) of the Full-time and Part-time Collective Agreements, *the Employer has the obligation to provide a safe and secure working environment. The Employer is responsible for maintaining an orderly and productive academic environment which fosters the dissemination of knowledge through effective teaching; which promotes research, scholarship and other creative work; and which encourages participation in University governance,* and under Article 9.06.1 of the Part-time Collective Agreement (Teaching Resources), *the Employer shall provide appropriate resources and services to support Part-time Employees in course instruction.* The Employer will provide the following compensation and supports to assist faculty in adapting to remote delivery.

- On a one-time basis, each part-time faculty member who has taught one or more courses remotely after May 1, 2020 and while the restrictions related to COVID-19 are in place, shall be paid a base amount of \$150.00.
- Each part-time faculty member shall be paid \$150 per 3- credit-hour course taught remotely where preparation was required to deliver the course remotely for the first time. To be clear, this compensation is provided once only per course, in recognition of the preparation required to deliver the course remotely for the first time.
- Each part-time faculty member shall be paid a \$175 incentive on a one-time basis for participation in a workshop or training session regarding online or remote teaching. Examples of eligible workshops or training sessions include those offered by the University or by another training provider, including courses or workshops offered through the University's instructional designer, education technologist, Learning and Teaching Development (LTD) committee, textbook publisher, educational software provider, another university, etc. Each part-time faculty member who has already participated in an online training/workshop session that was offered during the Summer or Fall of 2020 shall receive this incentive retroactively. An Application Form is provided in Appendix B to collect the information required to administer this training incentive. The Application Form must be submitted to the Appropriate Dean for approval. The Appropriate Dean will provide the approved Forms to Financial Services for processing.
- If permissible by the Canada Revenue Agency, faculty may complete a CRA T2200 form, subject to review by Financial Services. This form allows employees who work from home to deduct certain home office related expenses when an employee files their income tax return.

- In exceptional circumstances and subject to approval by Facilities Management, full-time faculty members shall be permitted to move office equipment that has been designated for their use, such as office chairs and computers, to their home offices during the Fall of 2020, or until in-person teaching resumes.

4. Accommodation

In accordance with the University's obligations under the Collective Agreements and the New Brunswick Human Rights Act, accommodation shall be provided where necessary for faculty members who experience accessibility-related issues relating to remote teaching, research, and service.

The Employer shall designate and train an IT employee to help with accessibility-related challenges and/or may obtain external expertise to address such challenges.

5. Procedures for Implementation and Review

- A. The Parties agree that the terms of this LOU are a temporary response to the COVID-19 pandemic.
- B. The Parties agree to review this LOU prior to February 12, 2021 to determine if additional changes are needed and/or to determine the date of termination of the LOU. It is understood that the LOU will remain in effect while the advisories by public health and government authorities with respect to physical distancing and other restrictions are in place.
- C. Either Party may request amendments to this LOU with ten (10) Days' written notice to the other Party, and any amendments that are agreed to by both Parties will be the subject of a written addendum to this LOU.
- D. Nothing in this Letter of Understanding shall prevent the application of Articles 15 (Full-time Collective Agreement) or 11 (Part-time Collective Agreement) "Grievance and Arbitration" should matters of dispute arise on issues covered by either Collective Agreement.

Gül Galışkan, President, FAUST

Signed: Gül Galışkan Date: November 2, 2020 [for the Union]

Signed: Dawn Russell Date: November 2, 2020 [for the Employer]
President, St. Thomas University

Appendix A: Protocol Relating to Leaves and COVID-19

Situation	Secondary Factors	Protocol	Approval
A Full-time faculty member, or a Part-time faculty member who is teaching, who is required to self-isolate by a physician or by public health authorities	N/A	Faculty member will suffer no loss of seniority (part-time) and will not be required to use sick leave for the duration of the self-isolation period.	N/A
A Full-time faculty member, or a Part-time faculty member who is teaching, has one or more symptoms associated with COVID-19	Faculty member is well enough to work	Faculty member must stay home and complete COVID-19 self-assessment on GNB website and follow the instructions. The Faculty Member will be permitted to work at home if operationally feasible. If not operationally feasible, the Faculty Member would be placed on special leave with pay.	VPAR
	Faculty member is not well enough to work	Faculty member must stay home and complete COVID-19 self-assessment on GNB website and follow the instructions. The Faculty Member will be placed on a special leave with pay for the period in which they are not able to work.	VPAR
A Full-time faculty member, or a Part-time faculty member who is teaching, whose family member has tested positive for COVID-19	Faculty member is able to work from home	The Faculty Member will be permitted to work at home if operationally feasible until the family member has fully recovered or in accordance with Public Health advice. If not operationally feasible, the Faculty member would be placed on special leave with pay.	VPAR
	Faculty member is not able to work at home	The Faculty member will be placed on a special leave with pay. The duration of the leave will be on a case-by-case basis taking into consideration the requirement to self-isolate and/or caregiver responsibilities for family member.	VPAR
A Full-time faculty member, or a Part-time faculty member who is teaching, whose school-aged child requires care due to closures and other orders from public health and government authorities related to COVID-19	Faculty member cannot make alternate childcare arrangements despite their best efforts but is able to work from home	Faculty member will be permitted to work at home for closures and other orders if operationally feasible. If not operationally feasible, the Faculty member would be placed on special leave with pay.	VPAR
	Faculty member cannot make alternate childcare arrangements despite their best efforts and is not able to work at home due to caregiver responsibilities for child	Faculty member will be granted a special leave with pay.	VPAR
A Faculty member has an injury or illness not related to COVID-19	N/A	Sick leave provisions, including the requirement to provide medical evidence, will be as outlined in the Collective Agreements.	VPAR
General note - Collective Agreement or Policy requirements that employees provide medical documentation to receive benefits will be waived for situations related to COVID-19. However, requests for accommodation still require medical documentation.			

Appendix B: Application Form for \$175 Training Incentive

Name of Part-time Faculty Member: _____

Please provide the title, date, and provider of the workshop(s) or training session(s) you have taken regarding online or remote teaching (e.g., courses or workshops offered through the University's instructional designer, education technologist, Learning and Teaching Development (LTD) committee, textbook publisher, educational software provider, another university, etc.).

I attest that the above information is accurate.

Employee Signature

Date

Dean Approval Signature

Date

