

Letter of Understanding COVID-19 EMERGENCY MEASURES

Between St. Francis Xavier University (hereafter referred to as the University)

and

St. Francis Xavier University Association of University Teachers (hereafter referred to as the StFX AUT)

In order to address the impacts of COVID-19 on AUT members, the Parties agree to the following Letter of Understanding (LOU) to adjust for certain provisions of the Collective Agreement.

Guiding Principles:

1. There is a provincial state of emergency as a result of the COVID-19 pandemic which has disrupted teaching, research and service since March 18, 2020 including moving some AUT Members' job responsibilities remotely;
2. This LOU is without prejudice and non – precedent setting and was created to provide provisions in response to COVID-19 that are not in the 5th Collective Agreement
3. The parties are committed to providing a safe work environment for all employees and students that is in compliance with Public Health guidelines during this unprecedented time.

Extension of Evaluations

For Lab Instructors whose contract termination date is prior to May 15th, the period of evaluation will be extended to May 15th (Article 4.6) For Coady Program Teaching Associates and Staff, the annual performance evaluation due by June 30, 2020 (Article 6.7) will reflect changes to individual work plans caused by the current situation.

Part-Time Academic Instructors

Both Parties recognize that Part-Time Academic Instructors have completed their contracts for the 2019-2020 academic year, and those hired to teach in the 2020-2021 academic year may be in the process of preparing for the Fall term and receiving training for teaching remotely. Recognizing the labour required to teach a course remotely, both Parties agree that best efforts will be made to provide instructors with as much advanced notice of course cancellation as possible. This will be reinforced at Chairs and Coordinators meetings scheduled in June and July.

Student Evaluations

The Parties will consider the effects of the rapid change to remote learning on performance evaluations and all career review processes. No student evaluations for 2020 Winter courses will be used without the Member's prior approval, for the purpose of annual evaluation, tenure and/or promotion.

In consultation with the StFX AUT, the University will develop communication for Departmental and Program Evaluation Committees, as well as the Rank and Tenure Committee, which indicates that no negative conclusions will be drawn based on the absence or presence of course evaluation questionnaires from Winter 2020.

Research Activities and Funding

Members will continue to have access to their research funds for their scholarly activities. The University will provide reasonable extension to internally awarded research funds. Research activities must comply with Public Health guidelines.

Subject to necessary health protection measures, access to laboratories and other research facilities will be granted to those responsible for the care of plants and animals and other critical time-sensitive research. In addition, Members will be provided at least limited access to their offices in order to retrieve required materials or perform tasks they cannot do remotely.

Professional Expenses

The Parties agree that the Professional Expense Fund may not be used to subsidize the University's provision of equipment and supplies necessary to conduct the Member's regular duties (Article 1.22: 1.3).

Travel Grants

Members will be able to claim cancellation expenses related to cancelled travel using internal expense processes. All credits issued must be used by the member for future University travel and expenses.

Sabbaticals

Members approved for sabbatical leave starting July 1, 2020 have the option to defer their sabbatical. Members were encouraged to inform their Chairs/Coordinators/Director and respective Dean by April 15, 2020 to allow sufficient time for course planning and hiring decisions.

Members on Sabbatical Leave ending June 30, 2020 whose sabbatical productivity was demonstrably impacted by the abrupt closure of campus, or by impairment to their research travel and/or collaboration opportunities, may petition in writing to University Council for Research (UCR) for a reinstatement of terms of teaching and research duties as credit towards

future sabbatical eligibility, up to a maximum of two (2) terms for those on full-year Sabbatical Leave or half-year Sabbatical Leave.

The petition should include evidence, based upon the submitted sabbatical research plan or justified alteration thereof, that certain milestones could not be achieved. The reasons, including associated evidence, as to why such work could not be accomplished needs to be documented.

The deadline to submit a petition for the reinstatement of sabbatical term credit is July 15, 2020

All faculty members who were on Sabbatical during 2019-2020 (six- and twelve-month) and whose work was impacted by the pandemic are encouraged to document the nature of that impact to their productivity due to the pandemic and include within their Sabbatical Reports.

Probationary Extensions

Faculty members and Librarians holding probationary appointments will be given the option to extend their probationary appointments by an additional one-year term. Members must advise the Academic Vice President, their Chair and their Dean or Head Librarian no later than June 30, 2021 if they will be taking a one-year extension of their probationary appointment. This means that Members may ‘pause the tenure/permanency clock’ for one year.

At the commencement of the probationary review the Chair of the review committee (i.e., Rank and Tenure or Departmental Evaluation committee or Librarian Promotion and Assessment Committee) shall verbally remind committee members of the unique circumstances of Winter 2020 and Spring 2020 when reviewing the applications of all individuals who were in their probationary period during the Winter and Spring 2020 semesters.

Intellectual Property

Members will continue to retain intellectual property rights to all of their course materials developed and delivered online, as outlined in Article 2.10: 12 and Article 2.11 of the Collective Agreement. However, the University encourages Members to share their learning materials and approaches with one another in order to support Members at this time of crisis.

Academic Freedom and Academic Responsibilities of Members

The Parties reaffirm that Article 1.5 of the Collective Agreement, Academic Freedom, as well as the respective responsibilities of Members set out in the Collective Agreement continue to be in effect.

Other

Given the necessity for some Members to work from home, the University will sign, upon request, a Form T2200 Declaration of Conditions of Employment in compliance with CRA regulations.

Any Member subject to self-isolation or self-quarantine as the result of potential exposure to COVID-19 or due to University approved travel will experience no reduction to accumulated leave. Any Member subject to self-isolation or self-quarantine will experience no reduction to seniority.

Both Parties agree that matters having financial implications as a result of COVID-19 will be discussed as part of the larger ongoing discussions on financial considerations.

Both Parties are committed to reengage discussions as issues arise related to the impact of the novel coronavirus pandemic and COVID-19 disease.

Signed at Antigonish, Nova Scotia this 17th day of June, 2020.



Dr. Martin van Bommel
For the StFXAUT



Dr. Timothy W. Hynes
For the University