

**Joint Committee for the Administration of the 15th Collective Agreement
Memorandum of Agreement**

March 26, 2020

**Extensions and Amendments due to the COVID-19 outbreak and
the Cancellation of Face-to-Face Classes in Spring & Summer Intersession**

Without prejudice or precedent, the Parties agree to the following:

0. Definitions

For clarity, Spring & Summer Intersession courses offered through Open Acadia are governed by Article 58. Article 44 (with the exception of Article 44.01) does not apply. The normal teaching dates for Spring Intersession are May 11, 2020 – June 19, 2020 and for Summer Intersession are June 22, 2020 – July 31, 2020.

Remote Delivery shall be defined as the synchronous (online, real-time) or asynchronous (online, not real-time) delivery of course material.

1. Article 58.11 (d) Per-Course Offers of Employment

The deadline for the Employer to e-mail Offers of Employment for Spring Intersession is extended from 15 March 2020 to 30 March 2020. The deadline for the Employer to e-mail Offers of Employment for Summer Intersession is extended from 15 April 2020 to 30 April 2020.

2. Notification of Remote Delivery

Any applicant who has accepted/signed an offer/letter/contract of employment (Article 58.11 (b) (iv) or 58.11 (f)) shall be notified in writing via email by the Employer on or before April 1, 2020 for Spring Intersession and on or before May 1, 2020 for Summer Intersession of the request to provide the course via remote delivery. The Employer shall provide a copy of this MOA as part of the email notification. The Employer, in consultation with the Head/Director, may offer the applicant altered start and end dates for their course as long as doing so does not impact the ability of another Employee to deliver a prerequisite course or a course requiring the proposed extended course as a prerequisite. The Employer shall include the normal start and end dates of the contract as an option. The acceptance or refusal of the optional start and end dates are at the sole discretion of the applicant.

3. Refusal of Remote Delivery

Applicants shall notify the Employer on or before April 7, 2020 for Spring Intersession and on or before May 7, 2020 for Summer Intersession of their refusal to provide Remote Delivery. Applicants who refuse remote delivery shall be credited with both course specific precedence and overall precedence per Article 11.12 if the course subsequently runs in Spring or Summer Intersession 2020.

If the Employer wishes to continue to offer the refused course in Spring or Summer Intersession 2020, the Employer shall use the procedures in Article 58.10 (d).

4. Acceptance of Remote Delivery

Applicants shall notify the Employer on or before April 7, 2020 for Spring Intersession and on or before May 7, 2020 for Summer Intersession of their acceptance to provide Remote Delivery, and the chosen start and end dates. The applicant shall provide a forecast of expenses anticipated due to the switch to Remote Delivery. Expenses can include, and are not limited to, software licenses and internet access. This forecast shall be approved by the Head or Director of the department. The approved forecast shall be given to the Director of Open Acadia who will decide whether it is financially feasible to run this course. If the Director of Open Acadia decides that the course is not financially feasible, the course shall be cancelled and shall not be offered in Spring or Summer Intersession 2020.

5. Article 58.11 f) Course Cancellations

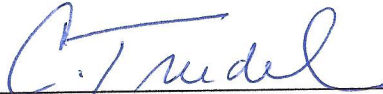
Article 58.11 (f) is modified as follows and remains in effect until July 31, 2020. "Where **an offer**/letter/contract of appointment has been accepted/signed by the applicant and the course is subsequently cancelled by the Employer, the applicant shall be paid a cancellation stipend of two hundred dollars (\$200) if the cancellation occurs within ~~two (2)~~ **three (3) weeks** prior to the start of class (**May 11, 2020 for Spring Intersession and June 22, 2020 for Summer Intersession**)."

6. Article 17: Academic Responsibilities and Working Conditions

- Articles 17.02 A (h) is modified until July 31, 2020 as follows: "to **teach** each class **by remote delivery** (with the exception of discussion groups) ~~and be present for the full classroom period;~~
- Article 17.02 A (m) is modified as follows: "to be ~~present~~ **reasonably available** during the academic year up to and including the last day of an examination period ~~and up to and including the Spring Convocation,~~ except with the written approval of the Head or Director of their Academic Unit;"
- Article 17.02 A (n) is suspended until July 31, 2020;
- Article 17.08 is modified as follows: "to be **reasonably** available throughout the academic term(s) for which they are employed and up to and including the last day of the examination period except with the written approval of the Head or Director of their Academic Unit".
- Article 17.21 is suspended until July 31, 2020.
- Article 17.33 and 17.50 (d) are suspended until July 31, 2020



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