

Joint Committee for the Administration of the 15th Collective Agreement

Memorandum of Agreement

January 5, 2022

Extensions and Amendments due to the COVID-19 Outbreak

Without prejudice or precedent, the Parties agree that the following extensions and specific amendments to the 15th Collective Agreement shall remain in effect until April 30, 2022:

1. Syllabi

Article 17.02 A (i)

Faculty members may update the information provided to students at the beginning of courses as per Article 17.02 A (i) as they deem necessary, with updates copied to the Head/Director.

2. Office Hours

Articles 17.33, 17.40 (b), 17.50 (d)

All Employees shall be able to choose to offer their office hours online or in-person for Winter 2022.

3. Ability to switch delivery methods due to requirements not to come to work.

Article 10.45, 11.16 (a)

If an Employee teaching by in-person delivery methods has been directed by NS Public Health or the Acadia Occupational Health Nurse not to come to work, the Employee shall have the right to switch to online delivery methods for the period the Employee is directed not to come to work. The Employee shall notify the Academic Unit in advance with as much notice as possible. If the Employee is unable to teach and the anticipated absence is for a period of less than two (2) weeks, it is assumed that other members of the Academic Unit will, whenever possible, assist in the supervision and instruction of the classes concerned.

4. Safe Office Space

Article 11.15 (a)

Only one person shall be in the office at any given time.

5. Academic Responsibilities and Working Conditions

Article 17.02 A (h), Article 17.02 B, Article 17.02 C

Delivery methods shall be either on-line or in-person. Effective December 14, 2021, the delivery method is on-line.

Employees are expected to fulfill their duties with a delivery method that complies with the Health Protection Act Order of the Province of Nova Scotia.

When moving from online to in-person delivery, the Employer shall give a minimum of five (5) working days' notice. When moving from in-person to online, the Employer shall give as much notice as possible. If less than 5 days notice is given, then the Employee may choose to cancel their classes to prepare for the move to online.

Article 17.02 A (m), Article 17.08

Professors and Part-time Employees are expected to be 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.

6. Professional Development Funds

Articles 25.10, 25.54

Employees who have already incurred eligible (Article 25.57) out-of-pocket costs for work-related travel shall be reimbursed if the travel is cancelled.

7. University Research Fund

Article 25.55

Notwithstanding that Article 25.55 c) (ii) states that the winter application date for the 25.55 University Research Fund is 1 February, for the Winter of 2022, the winter application date for the 25.55 University Research Funds shall be 22 February 2022. Decisions shall be announced on 22 March 2022.

8. Papers Accepted, but not Delivered, at Professional Meetings, Conferences and Seminars

Articles 12, 43, 51, and 59, Appendix I (b)

Papers that were accepted at professional meetings, conferences and seminars but not delivered because of cancellations, travel restrictions, or other circumstances related to COVID-19 shall still be considered evidence of scholarly activity for the purposes of renewal, tenure, promotion, and continuing appointment.

9. Incorporate April 2020 MOA on *Renewal, Tenure, Continuing Appointments and Promotion Considerations due to the COVID-19 Pandemic*

In recognition of many challenges created by the COVID-19 pandemic (including but not limited to shifting to emergency Remote Delivery and limitations in access to scholarly and service activities), the Parties agree to the following without prejudice and precedent:

Employees whose Probationary period include all or part of the 2020 calendar year may defer their applications for renewal, tenure, or continuing appointment for one year. Employees who opt to defer shall receive a one (1) year extension to their current probationary appointment. Employees who wish to defer shall inform their Head or Director by 15 July of the year in which they wish to defer.

Committees evaluating Employees for renewal, tenure, continuing appointment, and promotion (including but not limited to Departmental Review Committees, Library Review Committees, the University Review Committee, the University Appeals Committee, the committees referenced in Article 10.09.1 (c) and 43.61 (b) shall give due consideration to the impacts of the COVID-19 pandemic on Employees' ability to carry out their academic responsibilities as defined in the Collective Agreement. Such impacts shall not be held against the Employee in decisions related to renewal, tenure, continuing appointments, or promotion.

Connie Foote

C. Foote

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Chris Callbeck

Chris Callbeck (Jan 7, 2022 11:05 AST)

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Board of Governors

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CINDY TRUDEL (Jan 7, 2022 13:50 AST)

C. Trudel

AUFA

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Board of Governors