

Letter of Understanding

**COVID-19 CONTINUING MEASURES
December 1, 2021 – May 31, 2022**

**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 StFXAUT)**

The provisions of this Letter of Understanding will remain in force until May 31, 2022 unless extensions or modifications to this agreement are agreed to by both parties in advance of the expiry date or specific dates are identified within particular clauses of the LOU.

Both parties agree this LOU was created to respond to the pandemic and all terms are without prejudice and are on a non-precedent setting basis with respect to the operations of the university under normal circumstances.

Guiding Principles

Both parties recognize that the ongoing pandemic state due to COVID-19 continues to present uncertainties and difficulties that have impacted members' capacities to perform expected work in teaching, research, and service and may result in decreased professional opportunities. This is recognized without prejudice to any member.

While both parties acknowledge that it is anticipated that the 2021-22 academic year will resemble a more normal state of operations, they also acknowledge the cumulative and ongoing impact of uncertainties and difficulties faced by members since March 2020.

Reporting

Nova Scotia Public Health has the responsibility of managing and reporting cases of COVID-19. The University will not inform the Campus Community of confirmed cases of COVID-19 on campus unless directed to do so by NS Public Health.

1.0 Overarching

- 1.1 Student (office) hours shall be offered as stipulated in Article 2.19: 1.5, Article 4.0: 3.0 c), Article 5.0: 2.0 d) and Article 8.0: 2.0 e). However, virtual office hours may be employed at the Member's discretion and shall be considered equivalent to in-person office hours for the duration of this LOU.
- 1.2 Should a Member be advised to self-isolate by Nova Scotia Public Health either because they are symptomatic or reside with an immediate family member who must self-isolate, they are to inform their Chair, Coordinator and/or Director with copy to Human Resources (hr@stfx.ca) and have approval of the Dean. Where possible, the Member is expected to transition in-person classes to online, in order to maintain continuity of teaching until such time as the Member is cleared to return to campus.
- 1.3 The Employer shall not record or transcribe online activities, including but not limited to classes, labs, tutorials, and office hours without permission of the Member. In the event that a Member is unable to deliver scheduled lectures, labs or skills either in person or remotely as a result of COVID-19 illness or isolation, the employer shall not use any course materials created by the Member and provided through the StFX computer network without the Member's written permission.
- 1.4 Meetings will typically be held in person. The ability to participate electronically may be made available to attendees who are unable to attend due to COVID-19 related issues. The University will continue to follow the advice of Nova Scotia Public Health as it relates to these practices.

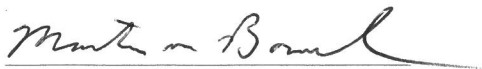
2.0 COVID-19 Leaves

- 2.1** In cases other than self-isolation or self-quarantine related to COVID-19, should a Member have flu-like symptoms and notify their supervisor, the Member who is unable to continue to perform their work from home will be approved for sick leave without the need for medical proof of illness. Collective Agreement or employment policy requirements that Members provide medical documentation to receive benefits will not apply to those Members subject to self-isolation or self-quarantine for the duration of the COVID-19 public health concerns or to those with flu-like symptoms. The Member must be tested for COVID-19 according to the public health recommendations and then notify their Chair/Coordinator/Director and HR if they are requesting sick leave due to flu-like symptoms, are isolating or in quarantine.
- 2.2** The Leave of Absence Article 2:10; 9.1 will be extended allowing Part-time Academic Instructors to be absent for six (6) teaching hours per course in each of the fall and winter term, in the event that self-isolation is required under the direction of NS Public Health. In such cases, Part Time Academic Instructors are to inform their Chair, Coordinator and/or Director with copy to Human Resources (hr@stfx.ca) and have approval of the Dean. Where possible, the Member is expected to transition in-person classes to online instruction in order to maintain continuity of teaching until such time as the Member is cleared to return to campus.
- 2.3** If a child of a Member is required to self-isolate due to a COVID-19 cluster in a School, the Member will advise their Chair, Coordinator and/or Director with copy to Human Resources (hr@stfx.ca) and have approval of the Dean. Where possible, the Member is expected to transition in-person classes to online instruction, or working from home, in order to maintain continuity of teaching until such time as the Member is cleared to return to campus.

The University will sign, upon request, a Form T2200 Declaration of Conditions of Employment in compliance with CRA regulations.

The parties agree that the Appendix "Guidelines for Evaluation Committees" from the September 30, 2020 Memorandum of Understanding COVID-19 Continuing Measures remains in effect.

Signed at Antigonish, Nova Scotia this 2nd day of December, 2021.



Dr. Martin F. van Bommel
For the StFXAUT



Dr. Tim Hynes
For the University