

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

August 11, 2020

**Extensions and Amendments for Per-Course and Part-Time Employees
due to the COVID-19 pandemic**

Without prejudice or precedent, the Parties agree to the following. This Memorandum of Agreement shall remain in effect until December 31, 2020 unless otherwise noted.

0. Definitions

“Teach”/”Classroom activity”/”Classroom teaching” – provide instruction by either Face-to-Face On-campus, Virtual – Scheduled, Virtual – Unscheduled, Hybrid – Scheduled or Hybrid - Unscheduled Instruction as long as the method of delivery complies with the Health Protection Act Order of the Province of Nova Scotia.

Hybrid – Scheduled Instruction (HS) shall be defined as a flexible course structure that combines elements of both classroom-based and virtual learning. Students will have the option of attending course components in the classroom or virtually. Virtual Instruction will have specific “live” class times as noted in the course timetable for lectures and other activities. Pace of course content delivery, in addition to required assignments and on-going assessment, will be consistent across both virtual and classroom-based environments.

Hybrid – Unscheduled Instruction (HU) shall be defined as a flexible course structure that combines elements of both classroom-based and virtual learning. Students will have the option of attending course components in the classroom or virtually. Virtual Instruction will be unscheduled allowing students to participate primarily on their own schedule. Pace of course content delivery, in addition to required assignments and on-going assessment, will be consistent across both virtual and classroom-based environments. These courses will provide flexible options for students who wish to study online and/or who will be residing outside the province in time zones that would make it difficult for them to align with courses scheduled in the Atlantic Time Zone.

Virtual - Scheduled Instruction (VS) shall be defined as virtual instruction with specific “live” class times as noted in the course timetable for lectures and other activities. Faculty and instructors shall also have the flexibility to integrate additional online activities directly with the class and/or individual students.

Virtual – Unscheduled Instruction (VU) shall be defined as virtual instruction providing students with the flexibility to complete a course based primarily on their own schedule. These courses will provide flexible options for students who wish to study online and/or who will be residing outside the province in time zones that would make it difficult for them to align with courses scheduled in the Atlantic Time Zone.

Face to Face On-campus Instruction (FF) shall be defined as on-campus activities requiring in person delivery that cannot be modified for virtual instruction. Delivery of these activities will be adjusted to comply with public health guidelines and physical distance requirements.

All instruction delivery methods are governed by Article 58.

The normal teaching dates for Fall were originally September 9, 2020 – December 7, 2020 with a Fall Study Break of October 26 – 30, 2020.

The new teaching dates for Fall 2020 are September 21, 2020 – December 11, 2020 with a Fall Study Break of November 12 – 13, 2020.

1. Review of Virtual – Unscheduled Courses

The Director of Open Acadia shall review the list of all courses that are being offered as Virtual – Unscheduled by December 1, 2020. If the Director of Open Acadia decides that a course could be further developed for delivery as an online course through Open Acadia, the Employee who delivered the course shall have the right of first refusal for an Open Acadia Development contract (Article 44 Appendix 1A contract).

2. Course Start Dates and Cancellations

Article 58.11 e) is modified as follows: “An employment contract to instruct ~~on-campus, Fall or Winter,~~ a three- (3) or six- (6) credit- hour courses shall ~~if possible~~ begin ~~two (2)~~ **five (5)** weeks prior to the start of the first scheduled class **September 21, 2020**.

Article 58.11 (f) is modified as follows. “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 **(August 31, 2020)**.”

3. Academic Responsibilities and Working Conditions

- Articles 17.02 A (h) is modified until December 31, 2020 as follows: “to **teach** each class **by either Face-to-Face On-campus, Virtual – Scheduled, Virtual – Unscheduled, Hybrid – Scheduled or Hybrid - Unscheduled Instruction as long as the method of delivery complies with the Health Protection Act Order of the Province of Nova Scotia.** ~~(with the exception of discussion groups) and be present for the full classroom period;~~
- 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”.

4. Office

Article 11.15 a) shall be modified as follows: “The Employer shall provide Employees **who have indicated that they will adopt the Face to Face On-campus, Hybrid – Scheduled or Hybrid – Unscheduled Instruction delivery method** with the use of appropriately furnished ~~shared~~ office space containing ergonomically sound furnishings (chair and desk), a telephone, bookshelves, a filing cabinet, and network access from that office. The office shall include ceiling to floor walls with sound insulation; lockable doors;

lighting sufficient for reading, writing, and computer work; appropriate adjustable exterior window coverings and safe floor coverings; temperature maintained within a normal office temperature range; and acceptable air circulation and quality. **During the Fall of 2020**, for the efficient and safe performance of the duties and responsibilities of the Employee, the Employer shall ensure that no more than three (3), and make every reasonable effort to ensure that no more than two (2), people share a given office. **Only one (1) person shall be in the office at any given time. The Employer shall equip each office with a disinfecting kit.**”

5. Adequate Pedagogical and Safety Needs

Article 11.15 d) shall be modified as follows: “Adequate Classroom ~~Space~~: The Board shall make a reasonable effort to provide classroom and library space **for Employees who will deliver a course in an Face-to-Face On-campus, Hybrid – Scheduled or Hybrid – Unscheduled Instruction format** which meets the pedagogical and safety needs of the various academic subjects. Appropriate classroom size **shall be provided. An appropriate classroom shall be one which allows physical distancing as mandated by the Public Health, has a** level of permissible background noise, **contains** necessary teaching aids (such as blackboards, whiteboards, and audio/visual equipment), and **contains necessary personal protective equipment (PPE) for the Employee. For all Employees,** access to technology and on-campus Internet shall be provided. Employees with disabilities shall be entitled to reasonable workplace accommodations up to the point of undue hardship”.

6. Ability to switch delivery methods due to requirement to not come to work

Article 11.16 a) shall be modified as follows: “If an Employee is absent for up to six (6) teaching hours per course per fall and winter term, or six (6) teaching hours per course for intersession, because of illness or a death in the family, there shall be no loss of pay for the time missed. The Employee shall notify the Academic Unit in advance with as much notice as possible of any absence. **If an Employee teaching by Face-to-Face On-campus, Hybrid – Scheduled or Hybrid – Unscheduled Instruction delivery methods has been directed by Public Health (811) or the Acadia Occupational Health Nurse not to come to work, the Employee shall have the right to switch to Virtual – Scheduled or Virtual - Unscheduled Instruction 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.**”

7. Teaching Expectation and Class Size

Article 11.19 A (b) shall be modified as follows: “Although exempt from 17.02 A (m), Part-time Employees are expected to be ~~present~~ **reasonably available** during the term of their employment. ~~except with the written approval of the Head/Director.~~”

Article 11.19 B shall be modified as follows: “Enrolment for courses, or sections of courses taught by Part-Time Employees shall not exceed 60. Official enrolment counts shall be established **on September 30, 2020.** ~~as of the last day to add courses in each semester as specified in the Academic Calendar.~~”

Regardless of alternations to class schedules and delivery methods, the hours specified in Article 11.17 (d) shall be increased to two hundred and fifty (250) for course delivery and one hundred and twenty-five (125) for laboratories.



D. Kruisselbrink
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CINDY TRUDEL

CINDY TRUDEL (Aug 11, 2020 11:42 ADT)

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Board of Governors



D. Keefe
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MoA 2020-08-11 COVID-19 part time final

Final Audit Report

2020-08-11

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