

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

December 9, 2020

Extensions and Amendments for Winter 2021 due to the COVID-19 Outbreak

Without prejudice or precedent, the Parties agree to the following. **All items should remain in effect until April 30, 2021.**

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.

The normal teaching dates for Winter were originally January 4, 2021 – March 31, 2021 with a Winter Study Break of February 15 – 19, 2021.

The new teaching dates for **Winter 2021 are January 18, 2021 – April 13, 2021 with a Winter Study Break of February 16, 2021.**

0. Office Hours

Articles 17.33, 17.50 (d)

Office Hours shall be virtual by e-mail or other online means for at least two hours per week for each three-hour credit course taught.

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

Article 10.45 a) shall be modified as follows: **“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 to not 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.”**

2. Article 17: Academic Responsibilities and Working Conditions

- Article 17.02 A (h) shall be modified as follows: **“to teach meet 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.”** ~~personally (with the exception of discussion groups) and to be present for the full classroom period. ”~~
- Article 17.02 A (m) shall be 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 17.11 shall be modified as follows: **“The Board shall provide each Employee with a private office containing ergonomically sound furnishing (chair and desk), telephone, bookshelves, disinfecting kit, and a filing cabinet.”**
- Employees shall not be considered absent from their offices while a State of Emergency is in effect in the Province of Nova Scotia. (Article 17.13).
- Article 17.23 shall be modified as follows: **“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 Nova Scotia 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 shall be provided. Employees with disabilities shall be entitled to reasonable workplace accommodations up to the point of undue hardship.”

3. 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.

4. Interviews for Faculty Positions

Articles 10.53 (c), 43.35 (c), 50.53 (c), 58.11 (c) (ii)

For interviews conducted in the **Winter 2021** term, all interviews shall be conducted in the same manner (in person, video, or voice-only).

Darren Kruisselbrink

Darren Kruisselbrink (Dec 16, 2020 11:05 AST)

D. Kruisselbrink
AUFA

CINDY TRUDEL

CINDY TRUDEL (Dec 16, 2020 10:58 AST)

C. Trudel
AUFA

Christopher Callbeck

Christopher Callbeck (Dec 16, 2020 10:29 AST)

C. Callbeck
Board of Governors

D. Keefe

D. Keefe
Board of Governors












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Final Audit Report

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