COVID-19 Agreement Notes for Members

Please find below a link to a set of documents that, collectively, constitute an agreement between QUFA and the university to vary from the Collective Agreement (CA) in order to allow the university to respond to the public health emergency of the COVID-19 pandemic and to ensure that QUFA Members be treated as fairly as possible in the current situation. The agreement consists of a Letter of Understanding (LOU) regarding the overarching conditions of the agreement and four Schedules dealing with particular aspects of our working conditions. (One of these, Schedule A, had actually been agreed to at the end of March and pertains to the suspension of teaching evaluation in the winter term of 2020.):


At the end of this Infosheet, you will find a summary of the LOU and the appended Schedules.

The agreement between QUFA and the university was required because the CA is negotiated and administered with assumptions in mind about how the university and the world runs that are so fundamental that they don’t require explicit statement. These include the fact that the default mode for teaching is in a classroom, that academic staff who become parents will have access to childcare, that full-responsibility faculty can devote approximately 40% of their time to research. (It surprises a lot of faculty to learn this allotment is nowhere specified in the CA.) The agreement represents QUFA’s recognition that the university has the authority to direct us to teach remotely under the conditions of the COVID-19 pandemic and that because of the disruption to teaching norms, as well as in the larger social world, the university has an obligation, in turn, to support Members in particular ways and to adapt expectations in recognition of the situation. I italicize “under the conditions of the COVID-19 pandemic” because the single most important fact about the LOU is that it has an expiry date. The extraordinary terms and conditions of employment are specifically linked to the emergency and the emergency will end on 31 August 2021, unless the parties agree that conditions warrant either an earlier termination of the agreement or its extension. (There is a process for ongoing reassessment of the situation throughout the next year.) The exception to this sunset provision is the requirement that the working conditions of the emergency be considered in all future personnel processes until they become irrelevant. The expiration ensures that QUFA Members will not lose rights through the institution of a “new normal” under cover of the emergency.

More than in regular collective bargaining, the COVID-19 LOU represents a moral bargain, albeit an imperfect one. For faculty and librarians, the coming year will be costly. Research will suffer. Teaching remotely, and for some, teaching at all in the absence of normal social supports, is likely to be unusually exhausting, and the results may not be very satisfying. For librarians, the coming year will require constant improvisation. It is what it is. The university did not create these conditions, and our own vocations as researchers, teachers, and librarians depend on keeping the institution that enables these vocations as healthy as possible until we arrive at the “after times.” For the university, if it expects academic staff to assume such an unusually collectivist attitude, it has to recognize and materially support the endeavour, mitigate costs to Members, and protect our Members whose family or health status renders their situations particularly difficult. It must also recalibrate its reward culture in the future, ensuring that no one is penalized for pitching in or being unable to perform work because of circumstances beyond their control, which in practice will mean also not rewarding those who leave students to flounder in order to get research done.

The bargain from our point of view is imperfect because, while we got some financial recognition for the additional work that adjunct faculty will be asked to perform, recognizing that they do not have the range of academic responsibilities to rebalance, the amounts, particularly for term adjuncts, are pitiful. This outcome is not for lack of trying. However, bargaining always gets
tough when countable dollars are involved, and this negotiation took place outside the context of normal collective bargaining, with the levers it provides for third-party conciliation and strike or lockout. We hit the limit of moral argument, and term adjuncts may want to think hard about where they stand in the moral bargain described above. Ensuring real ongoing consideration in personnel processes for the effects of the crisis on Members' work will require considerable vigilance. And the process of advocating for software, TAs, and other support for our Members will have to be ongoing as needs emerge.

A final, important point about academic freedom and the moral bargain. In acknowledging the university’s right to instruct us to teach remotely in these conditions, the LOU also acknowledges that our Members retain academic freedom, which includes the right to meet students in real time if not in a common place. For this reason, QUFA insisted that the direction to teach remotely did not abrogate the university’s obligation to provide a timetable to enable that. But academic freedom is not, as we sometimes say around QUFA, “the right to be a jerk.” Or to put the point less bluntly, all sorts of other obligations also remain in place, including the university’s legal obligations to accommodate students and treat them equitably. These require both the cooperation of faculty and the material support of the university. It’s going to be a demanding summer and fall, with a lot of struggles working out how these mutual obligations will be met in this new context. This LOU provides a framework for this work, but the work itself is still to be done.

Elizabeth Hanson  
President, QUFA

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<thead>
<tr>
<th>Document Name</th>
<th>Point of Agreement</th>
<th>Specifics</th>
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<tbody>
<tr>
<td>COVID-19 LOU</td>
<td>Overarching conditions of the agreement; covers 22 May 2020 to 31 Aug. 2021</td>
<td>Describes the conditions that gave rise to the agreement; sets time limits for review and expiration of the agreement; describes the Schedules and what parts expire when.</td>
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<td>Schedule A</td>
<td>Managing USATs and QSSET in March 2020</td>
<td>Suspends administration of USATs and the QSSET pilot; describes how teaching can be assessed in the absence of student surveys.</td>
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<td>Schedule B</td>
<td>Governs variances from the CA with regard to assignment of teaching work</td>
<td>Permits the university to set the mode of delivery of courses; permits a variation in distribution of duties for full-responsibility members; permits assignment of teaching into the spring and summer of 2021; protects academic freedom over course content.</td>
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<td>Schedule C</td>
<td>Altered time limits, deadlines, and support guarantees</td>
<td>Time limits altered for (among other things) workload assignment and salary letters, academic leaves, RTP processes, SRoR and GRoR rights, term adjunct appointments; supports provided for campus space and technology needs, teaching, off-site expenses, family-status accommodations, financial acknowledgement of increases to adjunct workload with conversion to remote teaching.</td>
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<td>Schedule D</td>
<td>Conditions for future personnel processes</td>
<td>Due consideration to be given when a Member reports a COVID-19-related disruption related to changed or absent evaluation of future teaching, altered balance of academic responsibilities, facilities and support, public and private social services, conditions of research and research funding, SRoR for term adjuncts retained despite altered mode of delivery.</td>
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1All documents can be accessed on the QUFA Web site, at https://www.qufa.ca/qufa-covid-19-watch/

With deep appreciation to the QUFA COVID Negotiations Consultation Group:

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