QUFA VOICES
Your Queen's University Faculty Association Newsletter

SPECIAL COVID-19 RESPONSE ISSUE 3

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PRESIDENT'S VOICE
QUFA—Queen’s COVID-19 Letter of Understanding
QUFA and the university have arrived at an agreement about Members’ working conditions during the COVID-19 pandemic

By Elizabeth Hanson
President, QUFA

We recently communicated to you that we had reached an agreement with 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. You can find the documents that collectively constitute that agreement here:


Elsewhere in this issue of QUFA Voices, you will find a summary of the contents of the agreement (p. 2). 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), and that faculty whose research requires them to travel can do so. The agreement represents QUFA’s recognition that the university has the authority to direct us to teach remotely under the condition of the COVID-19 pandemic, and that because of the disruption to both teaching norms and 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 condition of the COVID-19 pandemic” because the single most important fact about the letter of understanding (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 establishment 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 who 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 also mean 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 perform, recognizing that they do not have the full 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

<table>
<thead>
<tr>
<th>Document Name¹</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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<tr>
<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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<tr>
<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/
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, and that obstacles under the guise of “equity” should not be thrown in the path of faculty actually trying to connect with students in real time. 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, who is ultimately responsible for accommodation of all its students. 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 can be reached at hansone@queensu.ca.

EXECUTIVE DIRECTOR’S VOICE

Accessing QUFA Help This Summer

QUFA continues to work hard for QUFA Members this summer, and you can access help from QUFA in many different ways

By Leslie Jermyn
Executive Director, QUFA

In light of the unprecedented and unpredictable challenges facing Queen’s and QUFA Members, QUFA leadership and staff have put their minds to how best to respond to your concerns and keep ourselves current with what’s happening “on campus.” This plan will evolve as needs change, and we’re open to suggestions for other ways we can get information from you and to you over the summer.

More Meetings

QUFA Executive will not pause this summer, and will continue to meet in July and August in order to be responsive to emergent concerns.

QUFA Council will continue to meet virtually over the summer with extraordinary meetings in June, July, and August. This is a good forum for QUFA to hear what’s going on at the faculty or unit level, and to share information we’ve prepared for Members. Please see the QUFA Web site to find out who your Council representative is. QUFA allows units to send alternates, so if your representative will not be able to attend this summer, your unit may want to consider nominating an alternate. Similarly, if your unit doesn’t have a representative, consider nominating someone so that your colleagues have this additional source of clarification. Please advise Elizabeth Polnicky in our office if you have changed Council representatives or elected a new representative (contact below).

QUFA will convene monthly Heads and Directors Caucuses to facilitate a check-in and cross-check of campus activities and concerns. Watch your e-mail for invitations.

We are also happy to convene informal QUFA Town Halls for anyone who wants to attend where we could hear from you about your concerns. We will call these periodically to help you stay up to date with developments and to talk to each other about what’s happening.

Communications

We will continue to publish QUFA Voices and send special-purpose e-mails to get information to you directly. You may want to ensure that QUFA e-mail addresses are exempted from your junk folder rules. The addresses we most commonly use to announce meetings or send information are qufa@queensu.ca, qufa2@queensu.ca, and ep43@queensu.ca.

We are keeping the QUFA Web site (https://www.qufa.ca.) up to date. You may want to explore the “Member Services” tab and pages, and the COVID-19 page to find information about hot topics like the new letter of understanding (LOU) on COVID-19 operations signed by QUFA and the university, or the voluntary phased retirement program, which starts this year.

Special Circumstances

Not only are we all being asked to work and perform in unusual circumstances, we are also processing large volumes of often changeable information about how best to do that. It can be destabilizing, frustrating, and tiring. Please know that we continue to want to help with all your work-related concerns, but in the interests of triaging staff and leadership time, we would ask that you do some self-service on specific issues so that if you need us, you have
already informed yourself on the relevant background and can help us focus in on your specific query or problem.

Here are some resources you can review to get basic information about current Member concerns:

Benefits Provider Transition from Great-West Life (now Canada Life) to Manulife: This process is being handled by Queen’s HR in tandem with Manulife. There is little more QUFA can say or do here except to get you to their Web pages and information.

Voluntary Phased Retirement Program: We have all the documents on the Pension page of the QUFA Web site. We’ve prepared an Infosheet, an FAQ, and a PowerPoint presentation to explicate some of the features of the program. The actual program and application form are also on this page under the same accordion tab. Once you’ve read those documents, if you’d like to consult with a member of the QUFA Pension Committee, please contact one of the following members: Paul Young (youngpg@queensu.ca), Grant Amyot (amyotg@queensu.ca), or Rob Hickey (hickeyr@queensu.ca). If you have a question about how the program might apply in a circumstance not envisioned in the agreement or dealt with in the guiding documents, please contact me (contact below).

COVID-19 Agreement with Queen’s: QUFA’s responses during the COVID-19 emergency and the agreement (COVID-19 LOU) we signed with the university can be found on the QUFA Web site.

Staff Assignments

As we work towards the fall, we have divided up responsibilities in the QUFA office, and would appreciate it if you could direct your e-mail communication to the appropriate staff person:

Elizabeth Polnicky, Office Administrator (ep43@queensu.ca): Please reach out to Elizabeth with benefits questions, issues accessing QUFA Web site content, and RSVPs for most QUFA events. If your query doesn’t fit anywhere else, send it to Elizabeth, who can forward it on appropriately.

Micheline Waring, Member Services Officer (micheline.waring@queensu.ca): Please contact Micheline with questions about specific provisions of the collective agreement and the COVID-19 LOU. Micheline also handles queries about workload and renewal, tenure and promotion (RTP) for faculty; and renewal, continuing appointment, and promotion (RCAP) for librarians and archivists. Note that we are doing a Zoominar on RTP or RCAP processes on 9 June 2020.

Peggy Smith, Grievance Officer (smithpe@queensu.ca): Please contact Peggy with concerns around accommodations (including family status and disability) and situations where you think your rights are being abrogated.

Leslie Jermyn, Executive Director (jermynl@queensu.ca): Please contact me with pension and phased-retirement questions. As noted above, your colleagues on the Pension Committee are your first stop if you want to work through a possible phased retirement program, but I’m happy to help with more fundamental questions about the program. We’re repeating our popular phased retirement Zoominar on 10 June 2020. I would also like to hear from you if you would like a general or specific type of meeting called to facilitate brainstorming or information sharing on specific QUFA or work-related topics.

Information Gathering

To be effective, QUFA needs to know what’s happening “on campus.” It is helpful if people in each faculty or unit think about forwarding directives from Queen’s to us so that we can track what Members in different areas are being told. If you are willing to be a source of these directives in your area, please contact Elizabeth Hanson (hansone@queensu.ca), who is coordinating this project. If you have a health and safety concern to report, please reach out to Health and Safety Officer Monika Holzschuh (monika.holzschuh@queensu.ca). In addition, if you want to tell us about your experiences but don’t have a specific query—if you’d like to rant to a sympathetic ear, in other words—please send your e-mails to QUFA Vice President Jordan Morelli (morelli@queensu.ca) or incoming Equity Officer Lynne Hanson (lh2@queensu.ca).

I don’t have any anodyne words of encouragement, but I do hope QUFA can help to reduce your stress and anxiety in the coming months.

Notes

1https://www.qufa.ca/about/contacts-and-organization/. Click on “Council” tab in contact accordion.

2http://www.queensu.ca/humanresources/employee-benefits-plan-review/. You can address your questions to benefits.project@queensu.ca. If you are improperly denied benefits, though, please do reach out to QUFA.

3https://www.qufa.ca/member-services/pension-information/


Leslie Jermyn can be reached at jermynl@queensu.ca.
HEALTH AND SAFETY OFFICER’S VOICE

Staying Safe on Campus During the COVID-19 Pandemic

The Occupational Health and Safety Act mandates that employers must take reasonable precautions to protect workers’ health and safety.

By Monika Holzschuh
Health and Safety Officer, QUFA

While few of us will be returning to campus for teaching purposes in the near future, research projects that are given the highest priority are still going on now.

Departments where labs are occurring have oversight over them, with often very specific measures in place. Regular workplace inspections have been postponed. However, you may still request support from your Joint Health and Safety Committee. Find your representative under “Joint Committees” on the QUFA Web site.

A staged phasing-in of more access to research on campus is now being planned, in accordance with legislation and protocols established by provincial and local public health officials. If you would like to provide input, or if you have questions or concerns regarding research activity on campus, please send them to Meghan Hatch (mmh12@queensu.ca).

The Occupational Health and Safety Act stipulates that an employer must “take every precaution reasonable in the circumstances for the protection of a worker.”

What Is “Reasonable” in the COVID-19 Context?

- **Personal Protective Equipment (PPE):** If masks or gloves are to be worn, the employer must provide them.

- **Cleaning and Hygiene:** This could mean ready access to hand-washing facilities with soap and towels (replacing hot-air hand dryers), hand sanitizer, tissues, and more frequent cleaning (especially of commonly touched surfaces and equipment).

- **Physical Distancing:** This will require some flexibility and possibly timed access to small lab spaces.

If you have concerns about working on campus, please contact me.

To Mask or Not to Mask?

At the beginning of the pandemic, we heard long explanations on why wearing masks was not necessary, not least because there were simply not enough of them available. When it became apparent that asymptomatic (including pre-symptomatic) cases play a major role in the transmission of COVID-19, this advice began to change. Masks do offer some benefits by protecting others from droplets we exhale.

In addition to the now well-known practices of staying home, physical distancing, hand-washing, and proper cough etiquette, Canada’s Chief Public Health Officer Theresa Tam recommended “non-medical masks or face coverings” in situations “where COVID-19 activity is occurring” and “when physical distancing is difficult to maintain.”

Medical masks (surgical, medical-procedure face-masks, and respirators like N95 masks) should be reserved for use by healthcare workers and first responders. If you choose to use a non-medical face covering, follow the advice of KFLA Public Health regarding fit, wearing, and washing.

Request for Participation: Survey of Workers’ Experiences During the Pandemic

The Occupational Health Clinics for Ontario Workers, along with researchers and trade unions including CAUT (The Canadian Association of University Teachers), have developed a pan-Canadian survey on COVID-19 workplace experiences.

It is important that the views of university faculty and other academic staff are reflected in this survey. The data collected will be used to develop focused approaches to workplace health and safety during and following the COVID-19 pandemic.

Please consider accessing and completing the survey.

Notes

1. https://www.qufa.ca/about/contacts-and-organization/


**Monika Holzschuh can be reached at monika.holzschuh@queensu.ca.**
GRIEVANCE CORNER
Your Legal Rights
Under the COVID-19 Letter of Understanding
Family status accommodation, dealing with the added expenses incurred in the move to remote teaching, and maternity leave benefits

By Peggy Smith
Grievance Officer, QUFA

This is not your typical summer. Instead of preparing for summer camps, trips to the beach, and maybe a sabbatical in a different part of the world, QUFA Members are busy revising their courses to a remote teaching format, learning to effectively use new technology, working from home while balancing childcare obligations, and spending hours attending Zoom and Team meetings online.

The COVID-19 Letter of Understanding (LOU) addresses how your collective agreement (CA) rights will be administered over the 2020-2021 academic year. In this busy and stressful time, it is important to understand your legal rights and access the benefits that you can rely upon to address and minimize the impact of the move to remote teaching on your professional and personal life. This column will highlight three important topics that might be of interest to you:

• family status accommodation,
• dealing with the added expenses incurred in the move to remote teaching, and
• maternity leave benefits.

New Process for Requesting Family Status Accommodation

In recognition of the need for a timely and equitable response to requests for accommodation based on family status, the COVID-19 LOU provides an expedited process that will review and respond to all requests within a three-week window. In order to take advantage of this opportunity, please review the following information carefully.

The Law: The Ontario Human Rights Tribunal has interpreted family status as including a legal or actual responsibility to care for children or other family members under your care. If the requirement to deliver course material in a remote teaching format interferes with those responsibilities, the university may be required to accommodate you to the point of undue hardship. The duty to accommodate does not extend to personal preferences and must be a reasonable accommodation.

Your Responsibilities: Your role in the accommodation process is to gather information that supports the following facts:

• you have a child or parent under your care;
• you have a legal or actual obligation to care for the individual;
• any information about the child, the parent, or your family situation that needs to be considered. This can include disclosure of personal background information such as marital status, special health or care needs, a custody order, the size of your home, the quality of your internet, the number of people in your home working or learning, or the number of devices available for use;
• the impact of the requirement to work from home on your obligations to care for your children or your family member;
• the extent to which you can readily self-accommodate and what steps you have taken to do so;
• any additional facts that support a reasonable accommodation you want to propose that would alleviate the adverse impact on your obligation to care for your children or family members, taking into account costs, health and safety, and sources of outside funding.

My Role: As the QUFA grievance officer, I can help you to understand the law, and to identify solutions that may involve modifying provisions of the CA to address your needs. I can also help to ensure that all requests for family status accommodation are considered on an equitable basis.

The University’s Responsibilities: The university must make good-faith efforts to provide reasonable accommodation to the point of undue hardship. In the assessment of what is reasonable, they must consider the impact of the requirement to work remotely on your individual family circumstances, any efforts you have made to self-accommodate or minimize the impact and costs, health and safety, and sources of outside funding.

Some Possible Accommodations: We can work together to formulate a reasonable proposal, but we cannot demand a specific change. The employer has the ultimate authority to determine the nature of the accommodation and will be deemed to have met the duty to accommodate if the proposed solution is reasonable. The standard is not perfection.

Here are some possible accommodations we can explore.

• Schedule your teaching assignments in the winter and spring terms to allow time to address childcare arrangements in the fall term.
• Ensure safe access to an equipped office or lecture hall on campus from which you can deliver your courses if needed.
• In situations where two faculty members share the responsibilities, coordinate your schedules in a way that enables you to share the co-parenting and family-care responsibilities.
• Permit you to sign out any necessary items from your campus office needed to fulfil your academic responsibilities from home.
• Request an Adjustment of Duties for a term that allows you to meet your family responsibilities.

Case Law: For those of you who would like some extra reading, here are a few recent cases that illustrate the approach to assessing and addressing family status claims:

- Simpson v. Pranajen Group Ltd. o/a Nimigon Retirement Home, 2019 HRTO 10 (CanLII).

Dealing with the Costs of Working From Home

Article 36 of the CA sets out the employer’s obligations to provide Faculty with the tools needed to fulfil their academic responsibilities. This includes a furnished office, free Internet connection, and a telephone. Some Members can easily duplicate these conditions at home. Other Members may incur additional costs to acquire the necessary furnishings or upgrades to their Internet and phone services.

Request Items if Needed Due to Accommodation Needs: If you have needs that arise out of a disability, illness, or family status reasons, these can be requested as part of an accommodation under the OHRC, and the employer will be required to purchase the items unless it can establish undue hardship (they would be the property of Queen’s and therefore incur no tax consequences). In the alternative, if your home situation does not support or allow you to perform the essential duties of your job, you may request the right to work from a campus location. The employer would be obligated to ensure access that complies with social distancing and other public health requirements.

Rights Under COVID-19 LOU:
Schedule C, paragraph 23 of The COVID-19 LOU gives you two options on how to deal with your expenses:

- have them preapproved by your unit head, in which case Queen’s will compensate you for those costs on production of appropriate receipts and documentation to the head, or
- request a T2200 to support a claim for home-office tax relief.

What you Need to Know About the T2200:
The university must issue a T2200 to support your claim for home-office tax relief, but that does not guarantee that Revenue Canada (RCA) will agree to your claim. The assessment and decision will be made by Revenue Canada. There are strict rules for compliance; you must be able to meet one of the two threshold tests set out below:

- the workspace is where you principally perform the duties of your office or employment for more than 50% of the time, or
- the workspace is used exclusively for the purpose of earning employment income and it is used on a regular and continuous basis to meet with customers or clients in the course of performing employment duties.

Under the current RCA rules, it may be difficult to meet either test. With respect to the first test, 50% time is usually calculated by the RCA over the full period of employment during the course of the calendar year, not just the part of the year you are required to work at home. With respect to the second threshold test, Revenue Canada has not yet recognized attendance at Zoom or other virtual meeting as a “meeting.” However, it is possible that both tests will be reconsidered and interpreted in a favourable way in the context of the current public health pandemic.

Finally, you should be aware that if you own your home, and declare the home-office credit, there may be tax consequences when you sell your home.

In all cases, QUFA recommends that you seek the advice of your accountant or tax professional.

Maternity Leave

Finally, for those Members who are expecting a baby in the coming months, please contact me at the QUFA office for clarification on the maternity and parental leave provisions in the CA. We have identified a potential breach of the Ontario Human Rights Code and would like to bring it to your attention.

Peggy Smith can be reached at smithpe@queensu.ca.

ANNOUNCEMENT
Voluntary Phased Retirement Program Zoominar

Please join us for a Zoominar on
Wednesday 10 June 2020
1.00 p.m. – 2.00 p.m.

Please RSVP to Elizabeth Polnicky, ep43@queensu.ca if you plan to attend. All are welcome!
What Is COVID-19?
A roundup of facts and statistics about the virus

By Leda Raptis
Biomedical and Molecular Sciences

As we all know, this new coronavirus (COVID-19 for short) has hit the world with an unprecedented vengeance. COVID-19 can infect a very large number of people because it is relatively easy to transmit. As of 7 May 2020, there were 64,817 cases in Canada and 4,404 deaths.

The virus can be transmitted through the air; it is found in tiny droplets (aerosols) that hover in the air for hours, and also in bigger droplets that fall to the ground. The latter gave rise to the two-metre rule, the distance to keep between people to avoid getting infected, but the aerosol transmission shows that this distance may not be enough. Good cleanliness, though, and decontamination help a lot.

The virus attacks the lungs, but also the heart, digestive system, kidneys, skin, and other organs. Some people lose their senses of smell and taste. Still, the vast majority (~80%) never show any symptoms, or they show symptoms not worse than a flu. This is why we were asked to stay home to reduce transmission, and governments around the globe paid people to stay home. Still, South Korea managed to control the spread of the virus simply by testing, tracing contacts of positives, and quarantining—without closing schools or stores.

How to Kill the Virus

The stability of COVID-19 (i.e., the time it is infectious outside the human body) varies with the surface it is found on; at 20°C it is stable for 3 hours if spotted on paper. However, it is much more stable on hard surfaces: 2 days on wood or cloth, 4 days on glass, up to 7 days on steel or plastic (e.g., mobile phones).

Liquid soap does not kill the virus effectively, it just washes it off. Besides, you can’t wash your hands for 20 seconds when, for example, you are out shopping, when you need protection the most.

COVID-19 is stable at 4°C for more than 14 days, and killed at 70°C in 30 minutes. That is, if you leave groceries outside on the porch for 4 to 7 days, that should be enough to inactivate COVID-19, as long as the temperature is around 20°C. In the freezer (-20°C), the virus is alive for a considerably longer time.

Then, positive cases are quarantined while negative cases go back to work normally.

However, testing everybody is not possible. This is why we were asked to stay home to reduce transmission, and governments around the globe paid people to stay home. Still, South Korea managed to control the spread of the virus simply by testing, tracing contacts of positives, and quarantining—without closing schools or stores.

How to Protect Yourself

Using a mask offers protection, but you have to be careful how you put it on and off, to make sure you avoid touching the outside that may be contaminated with the virus.

There is an enormous number of drugs in clinical trials, and one has shown promise already: Remdesivir got FDA approval in record time. Vaccine development will take at least a year. Until then, we will have to take precautions.

For more information, please read my article on the Breast Cancer Action Kingston Web site:

https://breastcancer530667969.wordpress.com/coronavirus/

Leda Raptis can be reached at raptisl@queensu.ca.