

HIGHLIGHTS OF THE 2011-15 QUEEN'S-QUFA COLLECTIVE AGREEMENT

Prepared by the Faculty Relations Office
Office of the Provost and Vice-Principal (Academic)
Queen's University

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What follows is a summary of changes to the recently ratified Collective Agreement between QUFA and Queen's University. This summary is not exhaustive. The focus is primarily on revised provisions of the new Collective Agreement that are more likely to be administered at the Faculty and/or Department levels.

ARTICLE 2 DEFINITIONS

Some existing words and phrases have been deleted and some new ones added; others have been either substantively redefined or simply revised for clarity. Noteworthy changes are:

- "Queen's Gazette" has been replaced with "For the Record" throughout the Collective Agreement to reflect the title of the Queen's publication for official announcements or postings. Accordingly, the definition of "Queen's Gazette" has been deleted and a definition of "For the Record" added.
- In the 2008-11 Collective Agreement, the definitions of "Academic Session" and "Academic Term" were overly specific and did not correspond with recent institutional changes. The 2011-15 Collective Agreement definitions now simply refer to the "...period[s]...set by Senate". The definition of "Academic Term" also includes an explanation of the relationship between Academic Term and Academic Session.

ARTICLE 4 COPIES OF THE AGREEMENT

Article 4 now provides that the official copy of the Collective Agreement is the one posted on the University's website. Printed copies will still be produced – albeit in more limited quantities than in the past. As was the case under the 2008-11 Agreement, candidates for bargaining unit positions need only be provided with the following uniform resource locator (URL) for the

Collective Agreement:

<http://www.queensu.ca/provost/faculty/facultyrelations/qufa/collectiveagreement.html>. [Article 4.3]

ARTICLE 5 LEGAL LIABILITY

Article 5.1 has been revised to provide insurance coverage for QUFA Members (acting on behalf of the University including carrying out their academic duties) to the extent of any of the University's applicable insurance policies in force as of the date of ratification. Previously, such coverage was only to the extent provided by the CURIE policies. [Article 5.1]

Article 5.2 was added to provide indemnity for QUFA Members who violate copyright in the fulfillment of their academic responsibilities provided they exercised due diligence to act in accordance with the University's copyright policy. The University has also undertaken to provide professional advice to Members respecting access to, and use of, copyrighted material for academic purposes. [Article 5.2]

ARTICLE 6 CORRESPONDENCE AND INFORMATION

The University is now required to provide to QUFA the following information (in addition to existing informational requirements):

- Years of experience (YOE) as of the preceding July 1 for all Members (except Adjuncts), provided once per year no later than September 15 [Article 6.2(b)];
- Commencing September 15, 2012, an electronic list of all Members on Long-Term Disability as of the date the list is produced. [Article 6.2(f)]

The first of these new requirements will be handled by Institutional Research and Planning (in the Office of the Provost and Vice-Principal (Academic)); the second will be handled by Human Resources.

ARTICLE 9 NON-DISCRIMINATION AND ACCOMMODATION

The accommodation provision has been revised to better reflect the University's obligations under the Ontario Human Rights Code. The revision is as follows:

Accommodation may include, but is not limited to, any necessary adjustments to physical work space and modification of a Member's ~~workload~~ work assignment. [Article 9.2.2]

ARTICLE 16 INTELLECTUAL PROPERTY

Article 16 has been revised to clearly establish the rights and obligations of Members who wish – or are required as a condition of funding – to convey ownership or license of their intellectual property to a third party. [Articles 16.3.1 – 16.3.5]

ARTICLE 17 FRAUD AND MISCONDUCT IN ACADEMIC RESEARCH AND SCHOLARLY ACTIVITY

There is now a requirement that Members retain research and scholarly activity materials that are within their personal control “for at least five (5) years”. [Article 17.3.1]

ARTICLE 18 CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

There are two noteworthy changes to Article 18:

- Article 18.1 (Conflict of Interest) has been revised in an attempt to consolidate the definition of ‘conflict of interest’. In the 2008-11 Agreement, the Article containing the prohibition against participating in decision-making where a conflict exists altered the definition of ‘conflict of interest’ as set out in another Article. [Articles 18.1.1.2 – 18.1.1.3]
- Article 18.2 (Conflict of Commitment) has been revised so as to apply to Members whose FTE is greater than or equal to 80% rather than to Members whose appointments include the full range of academic responsibilities (as was the case in the 2008-11 Agreement). This reflects that it is the percentage FTE rather than the scope of duties that is relevant in the context of conflict of commitment. [Articles 18.2.1 - 18.2.2]

ARTICLE 19 GRIEVANCE AND ARBITRATION

Article 19.3 has been revised to clarify that ‘informal dispute resolution’ is not part of the formal grievance process. It is available to the Member, QUFA or the University prior to commencing a formal grievance and is without prejudice to any subsequent grievance. It is important to note that informal dispute resolution does not extend the deadline for commencing a formal grievance. [Articles 19.3.1 - 19.4.1]

ARTICLE 21 HARASSMENT

Article 21 now expressly provides that, where an issue of harassment and/or discrimination arises which is both grievable under the Collective Agreement and subject to a complaint under the University’s Harassment/Discrimination Complaint Policy and Procedure (H/DCP&P), a QUFA Member who wishes to proceed with the matter must elect to either grieve or proceed under the H/DCP&P. [Article 21.1.2]

Similarly, Article 21 now provides that a QUFA Member, who is a respondent to a complaint under the H/DCP&P, must elect to appeal a finding of harassment/discrimination under the H/DCP&P or grieve under Article 19 of the Collective Agreement. The election to either appeal under the H/DCP&P or grieve must be made in writing to the Secretary of the University. [Article 21.3.4]

ARTICLE 22 SAFETY AND SECURITY

Article 22.2 now includes “offices” on the list of places the University must take reasonable measures to secure while at the same time maintaining reasonable access for Members who need it outside regular work hours. [Article 22.2.2(d)]

ARTICLE 24 EMPLOYMENT EQUITY

A number of changes to Article 24 have been made in the interest of clarity and structure. There are also numerous substantive changes:

- Article 24.2 now explicitly requires that students (as has been the practice) and “administrators with a recommendatory or decision-making role in an appointments or personnel process” must successfully complete the approved training workshop. [Article 24.2.1]

- In the appointments process, the requirement that advertisements be placed in “appropriate national newspapers”, “*University Affairs* and/or *Canadian Association of University Teachers (CAUT) Bulletin*” has been deleted. In the 2011-15 Collective Agreement, advertisements need to be placed on the University and Unit websites and in appropriate professional journals and other venues intended to reach prospective candidates from equity-seeking groups. [Article 24.3.1(b)]
- A ‘decision-tree’ has been included in Article 24.3 to assist appointments committees in selecting from equally-ranked leading candidates who have been interviewed and fulfill the position requirements. The purpose of the decision-tree is to consolidate, clarify and prioritize the equity requirements that were scattered throughout a number of Articles in the 2008-11 Agreement. [Article 24.3.3]

ARTICLE 25 APPOINTMENTS

There are a number of important substantive changes in Article 25:

- Under the 2008-11 Agreement, the minimum length of a Term Adjunct appointment was “one (1) academic term”. That minimum was eliminated in the 2011-15 Collective Agreement. [Article 25.1.3.1]
- The criteria for the rank of Associate Professor as they apply to Term Adjuncts now references that:

The diverse backgrounds of Members and the type of scholarship appropriate to their research areas shall be taken into account when assessing the quality of scholarly or creative work. [Article 25.3.4(c)(ii)]

This reference is identical to the language set out in the criteria for renewal and tenure at Article 30.6.

- Appointments of a Term Adjunct at the rank of Associate Professor or Professor may now be made by the Principal’s delegate. In the 2008-11 Agreement, no delegation of this authority was permitted. [Article 25.3.5]

HIGHLIGHTS OF THE 2011-15 QUEEN'S-QUFA COLLECTIVE AGREEMENT

- The 2011-15 Collective Agreement expressly requires that the rank of a Term Adjunct can only be changed through the promotion process set out in Article 32. It is no longer possible to apply for a promotion in the context of a reappointment. [*Article 25.3.6*]
- It is now clear that “student representatives” on RTP committees include “residents in the Faculty of Health Sciences”. [*Article 25.5.1*]
- Under the 2011-15 Collective Agreement, many decisions formerly made by the Principal are now made by the Provost and Vice-Principal (Academic), including appointments decisions. Accordingly, Deans now must forward appointments files to the Provost. [*Articles 25.6.3, 25.8.1*]
- It is now permissible to post new or vacant Library or Archives positions internally only. Under the 2008-11 Agreement, such postings were to be internally and externally at the same time (which is still permitted). [*Article 25.7.1(c)*]
- Appointments procedures relating to Term Adjuncts have been revised so that the Adjunct Appointments Committee (as described in Article 25.10.2.1) makes recommendations to the Dean only on appointments to Term Adjunct positions that have been posted. [*Article 25.10.2.3*]
- A significant change in the 2011-15 Collective Agreement is the creation of a “Modified Appointments Committee” with responsibility for making recommendations on (i) the appointment of Continuing Adjuncts; and (ii) the granting of a General Right of Reappointment (GRoR). The Modified Appointments Committee is a Unit’s standing Appointments Committee except that when it is reviewing Adjunct-related applications the Unit Head may not chair the Committee and must recuse him/herself from the Committee for those applications. This new committee configuration was necessitated both by the need for the Unit’s fully-constituted Appointments Committee to review and recommend on important Adjunct decisions, and by the fact that the Unit Head is in a subsequent decision-making role and cannot therefore participate at two levels of the process on Term Adjunct applications. [*Article 25.10.3.1*]
- There is now an obligation to advise newly appointed Term Adjuncts of the Article 32.3.3.2 and 32.5.8.2 requirements for them to inform their Unit Heads within the prescribed time of all teaching performed in other Units. Accordingly, this new obligation on the University was added to the list of other information the University is required to provide newly appointed Term Adjuncts. [*Article 24.10.4.2(i)*]

ARTICLE 26 REDUCED RESPONSIBILITY APPOINTMENT

In the 2011-15 Collective Agreement, Reduced Responsibility appointments are available only to Members with Tenured, Continuing Adjunct, or Continuing librarian or archivist appointments. (In the 2008-11 Agreement, Reduced Responsibility appointments were “normally” so limited.) [*Article 26.2*]

ARTICLE 28 ANNUAL PERFORMANCE REVIEW

The following notable changes were made to Article 28:

- The language respecting the purpose of the annual review (for both full-responsibility Members and Adjunct Members) was fine-tuned to emphasize ‘assessment’ over ‘recognition’ of Members’ achievements. [*Articles 28.1.1 – 28.1.2*]
- In conducting annual performance reviews, Unit Heads must now consider (in addition to the pre-existing factors listed) “the diverse backgrounds of Members and the types of scholarship appropriate to their research”. [*Article 28.3.2(d)*]
- It is now stated explicitly that the signing of an annual review by a Member does not constitute agreement with the assessment. [*Article 28.3.5*]
- In the 2008-11 Agreement, the deadline for submission by a Term Adjunct of his/her Appointment Report was floating and tied to the period in which s/he taught. In the 2011-15 Collective Agreement, the deadline of May 30 has been fixed (although there is provision for an extension of that deadline if the Member taught in the Winter Term to allow for receipt of USAT scores). The deadline by which the Unit Head must notify the Term Adjunct of the requirement to submit an Appointment Report is now April 30. [*Article 28.4.1*]
- The practice that has been in place for several years to exclude annual performance reviews from RTP Files is now expressly stated in the 2011-15 Collective Agreement. [*Article 28.6.2*]

ARTICLE 29 ASSESSMENT AND EVALUATION OF TEACHING

The following notable changes were made to Article 29:

- There is a new provision by which an evaluation of teaching in a graduate course may be considered and added to the Official File. [Article 29.1.7]
- Changes relating to the administration of USAT were also made in contemplation of other possible modes (e.g. electronic) of conducting the survey in future. [Article 29.3.4]

ARTICLE 30 RENEWAL, TENURE AND PROMOTION FOR TENURE-TRACK AND TENURED FACULTY

Notable changes to Article 30 are as follows:

- New is the proviso that no student whose graduate supervisor of record is either a candidate or member of an RTP Committee may serve on that Committee. [Article 30.2.5] [No related Article 31 provision]
- The 2011-15 Collective Agreement specifies that violations of the Agreement may be disclosed by RTP Committee members to the Faculty Relations Office (or to the QUFA Grievance Officer). In the 2008-11 Agreement, disclosure could have been made to “the appropriate University officer”, which ran the risk of irreparably tainting the process if disclosure was made to a Unit Head, Dean or the Principal. [Article 30.2.7] [Article 31.2.7]
- In the 2008-11 Agreement, a Sick Leave of unspecified duration entitled a Member to postpone either a Renewal or a Tenure decision for one year. In the 2011-15 Collective Agreement, these decisions may only be postponed if the Sick Leave is “at least sixty (60) days (or such lesser period if the Member can demonstrate that the period of Sick Leave has had substantial impact on the Member’s research capability)”. [Articles 30.5.6 – 30.5.7] [Articles 31.4.7 – 31.4.8]
- The 2011-15 Collective Agreement explicitly states what had previously been the practice with respect to the burden of proof in applications for promotion to Professor (i.e. the Member must show that the evidence favours granting the promotion). This

onus had previously been stated for Tenure decisions but not for promotion decisions. [Article 30.6.6] [Article 31.5.6]

- Some of the sections of Article 30 dealing with RTP procedure have been reorganized so that the required events and actions are set out in chronological order. Article 30.7 [Article 31.6] (Notification) is one such section, where many of the changes are to form and structure rather than content.
- There are also some new elements to the 'Notification' section:
 - In notifying all Members eligible for Renewal or Tenure of their eligibility, Unit Heads must also specifically draw their attention to Appendix O) (Aboriginal Participation in RTP Committees). [Article 30.7.2(c)] [Article 31.6.2(c)]
 - Whereas in the 2008-11 Agreement, after sending email or letter notification to a Member regarding eligibility to apply for Renewal or Tenure, the Unit Head "must continue to follow up his/her communications if he/she fails to receive a response from the Member concerning his/her application", under the 2011-15 Collective Agreement the Unit need only "make reasonable efforts to ensure that the Member has received timely notice". [Article 30.7.2(c)] [Article 31.6.2(c)]
 - In the 2011-15 Collective Agreement, there is a new requirement that a RTP candidate notify the Unit Head as to whether s/he wishes to invoke the provisions of Appendix O by July 1 (the same deadline for advising whether s/he intends to apply for Renewal, Tenure or Promotion). The Unit Head then advises the RTP Committee whether any of the candidates has invoked Appendix O. [Articles 30.7.3 – 30.7.4] [Article 31.6.3 – 31.6.4]
- Article 30.8 [Article 31.7] (Referees) has been significantly reorganized for clarity, but there are no substantive changes.
- As noted above in connection with Article 28, annual reports may not be included in RTP Files. [Article 30.12.1] [Article 31.10.1]
- A new provision in the 2011-15 Collective Agreement allows the Dean to add new material to an RTP file provided it "is sufficiently significant that it might affect the recommendation or decision". [Article 30.13.5] [Article 31.11.5]

- The 2011-15 Collective Agreement allows for the Faculty Relations Office to respond in writing (to be placed in the RTP file) to any material or response submitted by a Member which includes an interpretation of the Collective Agreement or past practice. In the past, Members have occasionally submitted material (usually in response to an emerging negative notice) that either purports to interpret a provision of the collective agreement or alludes to an existing practice, and these submissions have formed part of the RTP file without any opportunity for the University to affirm or challenge them. Under the new provision, the Committee/Head/Dean/Principal (as the case may be) must immediately forward the material to the Faculty Relations Office, which in turn has 10 days to submit a written response for the RTP file. [Article 30.13.6] [Article 31.11.6]
- The 2011-15 Collective Agreement makes explicit the previously implicit requirement that decision-makers in the RTP process (i.e. Committee, Unit Head, Dean) must clearly indicate whether they support or oppose granting Renewal/Tenure/Promotion. [Articles 30.14.5, 30.14.7(b)] [Article 31.12.4, 31.12.7(b)]
- The sections of Article 30 dealing with Decision-Making (Article 30.15) and The University Promotion Advisory Committee (UPAC) (Article 30.16) have been restructured with the only substantive changes being the provision for delegation of the UPAC chair by the Provost and Vice-Principal (Academic), and the specific reference to the Faculty Relations Office as the University officer to whom disclosure by UPAC members may be made regarding violations of the Collective Agreement. [No related Article 31 provision]

ARTICLE 31 RENEWAL, CONTINUING APPOINTMENT AND PROMOTION FOR LIBRARIAN AND ARCHIVIST MEMBERS

All substantive changes to Article 31 mirror those to Article 30. (References to the related Article 31 provisions appear in shading in the Article 30 discussion above.)

ARTICLE 32 REAPPOINTMENT AND PROMOTION OF ADJUNCT MEMBERS

Article 32 has been revised, both structurally and substantively. The major changes pertain to (i) the conceptual distinction between a right to be reappointed and the reappointment itself; (ii) gaps in the 2008-11 Agreement, particularly in the area of scope and quantity of work that

may be counted toward eligibility for a right or reappointment or a Continuing Adjunct appointment; (iii) the eligibility criteria for General Right of Reappointment (GRoR) and Continuing Adjunct appointments; and (iv) procedures for GRoR and Continuing Adjunct applications. These and other changes are further discussed below.

It is also important to consider the Letter of Agreement, “Revisions to Article 32 – ‘Reappointment and Promotion of Adjunct Members’ – Transitional Issues from the 2008-11 to the 2011-15 Collective Agreement”, which is referenced at the relevant points in the discussion below.

- One area of difficulty arising from the 2008-11 Agreement was the counting of courses a Term Adjunct taught in Continuing and Distance Studies (CDS) toward GRoR and Continuing Adjunct appointments. Some Units found themselves obliged to Members whose teaching had been mostly or entirely in CDS and who had little or no presence in the Unit itself. In the 2011-15 Collective Agreement, CDS is deemed to be a Unit unto itself for purposes of Article 32 and rights of reappointment (including appointment as a Continuing Adjunct) acquired through teaching CDS courses apply only to CDS courses. [Article 32.1.5]
- Changes were made regarding eligibility for a Specific Right of Reappointment (SRoR):
 - It is now expressly stated (whereas previously it was only implied) that a Term Adjunct must have full (i.e. 100%) responsibility for teaching a course in order to earn a SRoR [Article 32.2.1]
 - In the 2008-11 Agreement, the minimum weight of a course to which a Term Adjunct could earn a SRoR was 0.5 full-course-equivalent. Under the 2011-15 Collective Agreement, there is no such minimum weight. [Article 32.2.1]
 - One of the transition provisions set out in a Letter of Agreement relates to the elimination of the minimum course weight for SRoR. The LoA requires that in order for a Term Adjunct to receive a SRoR to a course s/he has taught with a weight of less than 0.5 FCE, s/he may only count teachings of that course that took place after ratification of the new Collective Agreement. Courses of less than 0.5 FCE taught before ratification may not be counted toward SRoR eligibility. [LoA Para.2]

- Under the 2011-15 Collective Agreement a Term Adjunct must teach the course at least three times over four consecutive academic years, and his/her teaching will be assessed on at least three evaluations. Under the 2008-11 Agreement, a Term Adjunct must have taught a course at least two times over two consecutive years [*Article 32.2.1*];
- Another transition provision set out in the Letter of Agreement relates to the changed numerical eligibility for SRoR (and GRoR). Term Adjuncts who, as of the date of ratification of the new Collective Agreement, are slated to teach in the Fall 2011 Term and/or Winter 2012 Term and as a result of that teaching would have become numerically eligible for SRoR under the 2008-11 Agreement will be deemed to have met the numerical eligibility criteria for SRoR. [*LoA Para.1*]
- New is the proviso that a SRoR is a right to teach the same specific course “in the same course-delivery format”. In other words, if the course delivery format of the course changes, the SRoR does not apply to the course in its new format. [*Article 32.2.1*]
- Article 32.2 (Specific Right of Reappointment) has been restructured to more clearly distinguish the *right* to be reappointed from the *reappointment* itself. [*Articles 32.2.1 – 32.2.2*]
- In a similar vein, Article 32.3 (General Right of Reappointment) has been restructured to distinguish between the nature and scope of the *right*, the eligibility requirements for the *right*, the procedures for acquiring the *right*, and *reappointment* pursuant to that right. [*Articles 32.3.1 – 32.3.8*]
- There is one notable change respecting the nature and scope of the GRoR:
 - Under the 2011-15 Collective Agreement, the minimum appointment pursuant to a GRoR is one year. (Under the 2008-11 Agreement, GRoR appointments had to be “not less than two years”). [*Article 32.3.1.1*]
- There were also notable changes regarding eligibility for a GRoR:
 - New is the requirement that a Term Adjunct must serve four or more consecutive years as a Term Adjunct to be eligible for a GRoR. (The former minimum was three years.) [*Article 32.3.1.1*];

- In addition, the product of the Term Adjunct's years of service multiplied by the cumulative total of FCEs taught must now be 16 (not 12, as in the 2008-11 Agreement) [*Article 32.3.1.1*]
- As noted above, a transition provision set out in a Letter of Agreement relates to the changed numerical eligibility for SRoR (and GRoR). Term Adjuncts who, as of the date of ratification of the new Collective Agreement, are slated to teach in the Fall 2011 Term and/or Winter 2012 Term and as a result of that teaching would have become numerically eligible for GRoR under the 2008-11 Agreement will be deemed to have met the numerical eligibility criteria for GRoR. [*LoA Para.1*]
- The 2011-15 Collective Agreement now deals explicitly with an area of difficulty in the 2008-11 Agreement – the applicability of teaching credits earned in multiple Units towards either a GRoR or a Continuing Adjunct appointment. Article 32.3.1.3 effectively modifies the GRoR eligibility in such circumstances and references a new set of requirements and procedures. [*Article 32.3.1.3, 32.3.7*]
- There is now a more detailed and robust set of criteria for eligibility for a GRoR: In order to be granted the *right*, there must now be clear evidence of (i) demonstrated professional growth and (ii) the promise of future development, as reflected in (a) a record of very good teaching and a clear commitment to academic and pedagogical excellence, and (b) a record of high-quality performance of assigned duties. This language is nearly identical to the language in the 2008-11 Agreement respecting the criteria for a Continuing Adjunct appointment. [*Article 32.3.1.5*]
- There are many important changes regarding the procedures for acquiring a GRoR:
 - As referred to in the Article 25 discussion above, there is a new configuration of the Appointments Committee – the Modified Appointments Committee – for reviewing and making recommendations on applications for both GRoR and Continuing Adjunct appointments.¹

¹ Once again, the Modified Appointments Committee is the Unit's standing Appointments Committee but without the Unit Head as either chair or member. The rationale is that ideally GRoR and Continuing Adjunct

- Also new is language that explicitly requires that a Term Adjunct *apply* for a GRoR. [Article 32.3.3.2]
- In the 2011-15 Collective Agreement, there is only one review cycle per year for GRoR applications. Although a Unit Head must still notify Term Adjuncts of their eligibility for a GRoR prior to the first day of the Term prior to the Term in which they become numerically eligible, the Member must advise the Head within 30 days of his/her intention to apply and then submit his/her application by the next January 31 (which could be one month, five months, or eight months following the Head's notice, depending on when that notice was given). [Article 32.3.3.2]
- There are now more detailed requirements for a Term Adjunct's application for a GRoR. In addition to an up-to-date curriculum vitae, teaching dossier and surveys, the Member must submit "a list of all courses or subject areas within the Unit the Member believes s/he is demonstrably qualified to teach". Note, too, that references to "services" the Member is demonstrably qualified to provide have been dropped in the new Collective Agreement. [Article 32.3.3.3]
- The Unit Head has until February 15 to inform the Modified Appointments Committee of an Adjunct's application and provide the Committee with the requirement materials. [Article 32.3.3.4]
- The Modified Appointments Committee must meet by March 15 to review the file for purposes of (i) determining if the applicant has met the applicable criteria; and (ii) determining which courses the applicant is demonstrably qualified to teach. [Article 32.3.5.1]
- The applicant must be notified of an emerging negative recommendation only on the question of whether to grant the GRoR. There is no requirement to notify the Member if the Committee's list of courses the applicant is demonstrably qualified to teach differs from the applicant's. [Article 32.3.5.2]
- The Modified Appointments Committee must forward its written recommendation – only on the question of whether to grant the GRoR – to the

decisions should be made by a Unit's full Appointments Committee, but since the Head has a decision-making role separate from the Committee, s/he cannot also participate at the Committee level.

Member and the Unit Head by May 1. The Committee must also forward its list of courses the Member is demonstrably qualified to teach. [Article 32.3.5.4]

- Note that the only opportunity available to the Member to provide a response to the Committee is in the event of an *emerging* negative recommendation by the Committee. There is no expressed right to respond to either a negative or a positive recommendation. [Articles 32.3.5, in particular Article 32.3.5.2]
- The Unit Head must forward to the Member and submit to the Dean his/her recommendation on whether to grant the GRoR by May 15. [Article 32.3.5.5]
- The Dean must grant the GRoR, effective July 1, in the event of a positive recommendation from both the Modified Appointments Committee and the Unit Head. The decision letter, which sets out (among other things) the Member's Teaching Load Entitlement (TLE), must be sent to the Member by July 1. [Article 32.3.6.1]
- In the event of a negative recommendation, the Member retains any SRoRs s/he held at the time of application. [Article 32.3.6.3]
- There are now specific requirements and procedures relating both to *acquiring* a GRoR based on teaching in multiple Units and *exercising* the right across multiple Units:
 - The responsibility now falls to the Member to advise the Heads of all Units in which s/he has taught courses that s/he wishes to apply toward GRoR eligibility of all teaching performed in other Units. This must be done by October 31 (or by February 15 if all their teaching is in the Winter Term). The Member's notice is a condition precedent to applying courses across multiple Units – unless notice is given, the courses are not counted. [Articles 32.3.7.2 – 32.3.7.3]
 - The new framework requires that Term Adjuncts submit an application to each Unit in which they wish to apply for a GRoR, and each such Unit must independently complete the review procedures. However, only one Unit Head – the Head of the Unit in which Term Adjunct has performed the greatest amount of teaching – must initiate the procedures (i.e. by advising the Member of his/her eligibility to submit an application to any Unit in which s/he holds a SRoR). The only exception is where a Term Adjunct subsequently earns a SRoR in

another Unit, in which case the Unit Head of that Unit must initiate the procedures in the ordinary course. [Articles 32.3.7.4, 32.3.7.5, 32.3.7.7]

- A Term Adjunct cannot hold a GRoR in a Unit unless s/he already holds a SRoR in that Unit. Moreover, the Member's Teaching Load Entitlement (TLE) is on a Unit-specific basis. [Article 32.3.7.5]
- There is a provision to allow a Unit to transfer some or all of a Term Adjunct's TLE to another Unit if the Unit's needs have changed over time. Before doing so, the Unit Head must consult with the Member. It is also possible for a Member to request that some or all of his/her TLE be transferred to another Unit. [Article 32.3.7.6]
- Where a Dean is required to make a decision regarding an application for GRoR (i.e. the Unit Head and the Committee within one or more Units did not both recommend favourably), the Dean considers the applications from each of the Units independently. [Article 32.3.7.8]
- Provisions relating to the expiry of a GRoR apply on a Unit-specific (not University-wide) basis. [Article 32.3.7.9]
- Noteworthy changes respecting the reappointment of Term Adjuncts with a GRoR are as follows:
 - As indicated above, the minimum length of appointments made pursuant to a GRoR is now one year (rather than two, as was the case in the 2008-11 Agreement). [Article 32.3.8.1]
 - It is also now expressly stated that if the available courses for which a Member is demonstrably qualified to teach are of insufficient number to fulfill the Member's TLE, the Member need only be offered to teach such courses as are available. Note, however, that this does not diminish the Member's GRoR or TLE. [Article 32.3.8.3]
- The only change of note to the provisions relating to bumping rights of Term Adjuncts with a GRoR is the deletion of references to "services" a Member is qualified to provide. [Article 32.3.9.1]

HIGHLIGHTS OF THE 2011-15 QUEEN'S-QUFA COLLECTIVE AGREEMENT

- Provisions dealing with conversion of Term Adjunct appointments to Continuing Adjunct appointments have been revised both substantively and structurally. Whereas in the 2008-11 Agreement, procedures applicable to applications for GRoR were incorporated by reference into applications for Continuing Adjunct appointments, there are now procedures set out specifically for conversions to Continuing (although these procedures mirror those for GRoR in most respects).
- Some noteworthy changes to the provisions relating to criteria for Continuing Adjunct appointment are as follows:
 - A Term Adjunct must have a GRoR in order to be eligible for a Continuing Adjunct appointment. This was not the case previously. [Article 32.5.1.1]
 - Also new is the requirement that the assessment on the (otherwise pre-existing) criteria must be “based on at least six (6) evaluations per Article 28”. [Article 32.5.2.1]
- As noted above, there are now procedures set out specifically for applications for Continuing Adjunct appointment. With a couple of notable exceptions (discussed below), these procedures are essentially the same as those for GRoR, including the committee – the Modified Appointments Committee – and all deadlines and timelines. [Article 32.5.3]
 - Consistent with the distinction between a *right* to be reappointed and an actual *reappointment* pursuant to that right, in the “Recommendations” section of the GRoR procedures there is now no discretion on the part of the Unit Head (or Dean) to deny a GRoR if (as had been the case in the 2008-11 Agreement) ‘in reviewing the Unit’s plans for the upcoming year [it is determined] that the course(s) taught by the Member will be discontinued or reassigned and there are no other courses offered in the Unit for which the Member is qualified’. This is because what is in question is a right to be appointed and nothing turns on the availability of work for the upcoming year. However, this does not hold true for Continuing Adjunct appointments where the future needs of the Unit have a legitimate bearing on whether to grant the appointment. Accordingly, the language that existed in the 2008-11 Agreement (and that was applicable to both GRoR and Continuing Adjunct applications) has been retained in the context of Continuing Adjunct applications only. Thus a Unit Head may still deny a

Continuing Adjunct appointment if the Unit's plans for the upcoming year indicate a lack of need. [Article 32.5.5.5]

- There is new language in the 2011-15 Collective Agreement relating to multi-Unit Continuing Adjunct applications. Again, the requirements and procedures for the most part resemble those relating to multi-Unit GRoR applications, but there are some noteworthy differences. First, a Term Adjunct may apply for a Continuing Adjunct appointment only across multiple Units in which his/her Course Load Entitlement equals one-half (0.5) full-course-equivalent or greater. In addition, the Course Load Entitlement (which is otherwise unchanged from the 2008-11 Agreement) is calculated on a Unit-specific basis as of the date of eligibility [Article 32.5.8.5]. Second, it is now stipulated that a Member's overall Course Load Entitlement (across all Units) cannot exceed 100% FTE [Article 32.5.8.8]. Finally, upon successful applications, the Member is granted a single Continuing Adjunct appointment, and his/her workload may be assigned across the multiple Units as the Heads (in consultation with the Member) may determine [Articles 32.5.8.9].
- With respect to promotion for all Adjunct faculty, the 2011-15 Collective Agreement now contains the language of a Memorandum of Agreement signed by the Parties during the course of the 2008-11 Agreement. That language provided, in essence, that the criteria for the rank of Associate Professor for Tenured faculty applies to the same extent and in the same way to Adjuncts except that, when considering the length of time over which an Adjunct has developed his/her record of scholarly activity, evidence as to the effect of the nature of the Member's academic appointments on his/her ability to carry out that scholarly activity must be taken into account. [Article 32.6.2]

ARTICLE 33 LEAVES

Some notable changes were made to the Leaves provision in the 2011-15 Collective Agreement:

- New language makes explicit the widespread practice of allowing applications for Academic Leave in the sixth year (rather than "after six (6) years", as the 2008-11 Agreement read), with the usual result that the Academic Leave itself occurs after six years of service. [Article 33.1.2.2]

- It is now permissible for a librarian's or archivist's first Academic Leave to be at 100% of regular salary even if the leave exceeds six months duration. The proviso that Academic Leaves are 'normally' for a period of eight months remains. [*Article 33.2.3.8*]
- Members may no longer defer an Academic Leave that would otherwise overlap with a period of adjust duties (following paid Child Care Leave). [*Article 33.1.7.1*]
- Additional wording has been provided in order to clarify the language "Sick Leave With Pay for up to six (6) months". [*Article 33.2.3.1*]
- The provisions for adjusted duties following paid Child Care Leave now expressly apply to Tenured or Tenure-track and Special appointment faculty Members. Moreover, in the event both parents are faculty Members, the adjusted duties entitlement is limited to one period of adjusted duties per birth/adoption. However, the entitlement may be shared between the parents. [*Article 33.3.9.1*]

ARTICLE 34 THE OFFICIAL FILE

New language that permits the University to archive inactive Official Files "in accordance with the University's records management schedules". In previous collective agreements, inactive Official Files had to be "archived" indefinitely. [*Article 34.5.1*]

ARTICLE 36 WORKING CONDITIONS

Language now references the listing of new Members in an electronic University-wide directory (previous collective agreements implied hard-copy directories). [*Article 36.1.7*]

ARTICLE 37 WORKLOAD

Changes were made to the Workload article as follows:

- In the guidelines for Workload Standards there is a new requirement to address course enrolments “per instructor” (rather than simply the overall course enrolment). [*Article 37.1.4(b)*]
- Language now requires that the Dean provide a copy of all new or updated Workload Standards to both QUFA and the Faculty Relations Office. (Previously, only “notice of any alteration of a Workload Standard” had to be given to QUFA. [*Article 37.1.13*]

ARTICLE 41 HEADS OF DEPARTMENTS

Article 41 contains a number of notable changes:

- The composition of Selection Committees has been refined such that the number of members from cognate Units is now capped at two. However, the cap does not apply in smaller Units (i.e. fewer than seven Members) and interdisciplinary Units. [*Articles 41.2.1 – 42.2.2*]
- As is the case with RTP Committees, no student whose graduate supervisor of record is a candidate or a member of the Selection Committee may serve on the Committee. [*Article 41.2.3*]
- In the 2008-11 Agreement, it was permissible for a Selection Committee chair to submit a separate recommendation with reasons from those of the Committee itself. In the 2011-15 Collective Agreement, only the Committee’s recommendation go forward. [*Article 41.3.10*]
- In the 2011-15 Collective Agreement, the circumstances in which the Provost may appoint an Acting Head have been broadened to include a “planned leave or temporary reassignment” of the incumbent. The 2008-11 Agreement limited the circumstances to an “emergency or between successive terms of a re-appointed Head”. [*Article 41.4.3*]
- The new Collective Agreement also provides for the appointment of an Interim Head prior to or during the search for a Head. Interim Head appointments are limited to two years and may, with the agreement of a majority of Members of the Department, be granted to persons outside the QUFA bargaining unit. [*Article 41.4.4*]

- There is new language requiring that Department Heads be granted administrative merit on the basis of their performance as Head. Previously, the collective agreement had simply required annual performance evaluation for Heads and made no reference to administrative merit. [*Article 41.7.3*]
- Minor changes were made to the process for renewing and selecting Library 'department' heads, in particular with respect to timelines. [*Article 41.8.3.1, 41.8.4.1*]
- Provisions relating to Acting and Interim 'department' heads in the Library were brought in line with those relating to academic Unit Heads. [*Article 41.8.5*]

ARTICLE 42 COMPENSATION AND BENEFITS

- The across-the-board increases under the 2011-15 Collective Agreement are as follows:
 - 1.25% effective May 1, 2011
 - 1.50% effective May 1, 2012
 - 1.50% effective May 1, 2013
 - 2.50% effective May 1, 2014
- No funds have been allocated to the Anomalies Side-Table Fund, the Principal's Anomalies Fund, and the Anomalies Fund for Librarians/Archivists. Given that no funds have been allocated, the Parties agreed to the following in the signing Memorandum of Agreement to the Collective Agreement:

...the Parties will not exercise procedures specified to allocate those funds, namely those procedures set out at Article 42.2.5 and 42.5.8. However, by October 1st in 2012 and October 1st in 2014, the University shall deliver to QUFA the salary information necessary for it to develop the models referred to in clause 2.2 of Appendix K for both the current and preceding salary years.

Note also that the Anomalies Side-Table will continue its review of pre-2011 salaries and make any necessary awards from the Fund prescribed in past collective agreements for the year under review.

- The Fund for librarian/archivist salary adjustment has been eliminated in the 2011-15 Collective Agreement.

- The new Collective Agreement makes explicit reference to the Memorandum of Agreement signed by the Parties that introduces a number of changes to the Queen's Revised Pension Plan. [*Article 42.6.2(a)*]
- As part of the Queen's Supplementary Medical Plan, vision care provisions have been enhanced to a level consistent with other employee groups.

**ARTICLE 43
DURATION**

The new Collective Agreement is for four years, expiring on April 30, 2015. [*Article 43.1*]

**APPENDIX O
ABORIGINAL PARTICIPATION IN RENEWAL, TENURE – OR IN THE CASE OF LIBRARIAN
AND ARCHIVIST MEMBERS, CONTINUING APPOINTMENT – OR PROMOTION
COMMITTEES**

Changes were made to Appendix O in order to better connect its intent to the RTP² procedures of Articles 30 and 31. The changes are as follows:

- An Aboriginal person who is eligible for apply must be notified by May 15 that s/he may invoke Appendix O by requesting, by July 1, that the Unit Head add an Aboriginal person as a participant to the Committee. The candidate may also suggest names of suitable participants. The Unit Head, in consultation with the Aboriginal Council, will select a participant (who may or may not be an academic) who is at arm's length from the candidate. [*Para.2*]
- The Aboriginal Council must provide the names and contact information of its recommended participant by August 1. [*Para.3*]
- The Unit Head must advise the RTP Committee chair and the candidate of the name of the Aboriginal participant as soon as possible after selection. [*Para.4*]

² Although "RTP" generally refers to the faculty-oriented personnel processes related to Renewal, Tenure and Promotion, for the sake of ease it is also used here to refer to the librarian/archivist personnel process relating to a Continuing appointment.

- The role of the Aboriginal participant is now clarified: It is “to provide advice to the Committee on any aspect of the Aboriginal candidate’s [RTP] File which may be a reflection of the candidate’s heritage. [*Para.6*]
- The preparation of a report for the RTP File by the Aboriginal participant is now optional. [*Para.8*]

**LETTER OF AGREEMENT
PHOTO IDENTIFICATION CARDS FOR QUFA MEMBERS**

The Parties signed a Letter of Agreement requiring the University to implement the use of photo identification cards for QUFA Members within one year of ratification of the 2011-15 Collective Agreement. [*LoA Para.1*]

**LETTER OF AGREEMENT
COLLECTIVE AGREEMENT REFERENCES TO COURSE CREDIT WEIGHTINGS**

There are numerous references throughout the 2011-15 Collective Agreement to course weightings (such as “full-course equivalents”, “full course”, “half course”, “0.5 credit course”, “1.0 credit course”, etc.). In recognition of the fact that the University is transitioning to a new course weighting system, the Parties agreed to edit such references during the life of the new Agreement in order to reflect the nomenclature appropriate to the new course weighting system. The Parties specifically agreed that such editing is not intended to alter the substance of the Agreement, but rather reflect the change in nomenclature. [*LoA Paras.1-3*]

**LETTER OF AGREEMENT
CONFLICT RESOLUTION PROGRAM**

By Letter of Agreement, the Parties agreed to the establishment of a conflict resolution program to assist QUFA members in situations of conflict. The program will involve a joint University-QUFA committee to oversee it, the selection of an external conflict resolution service provider, an annual budget of \$75,000, and the development of protocols regarding access to the service, reporting, and confidentiality. [*LoA Paras.1-5*]

**LETTER OF AGREEMENT
LONG TERM DISABILITY REVIEW**

By Letter of Agreement, the Parties agreed that the Joint Benefits Committee (established under former collective agreements and continued) will review the University's LTD Plan and report to the Parties by March 31, 2010. The review will consider rates, coverage, alternative plans, potential improvements, and cost-savings. [*LoA Para.1*]