

COLLECTIVE AGREEMENT

between

The Public Service Alliance of Canada



on behalf of

**Graduate Teaching Assistants and Teaching Fellows
at Queen's University (Local 901)**
(hereinafter called the Union)

and

QUEEN'S UNIVERSITY AT KINGSTON
(hereinafter called the Employer)



May 1, 2010 to April 30, 2013

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Article 1 - Purpose

- 1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Queen's University at Kingston (hereafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions.

Article 2 – Recognition and Exclusions

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit. The bargaining unit is, as described in the certificate issued by the Ontario Labour Relations Board dated April 13, 2010, all persons registered as graduate students at and who are employed by Queen's University, in the City of Kingston, as Teaching Assistants or Teaching Fellows, save and except:
- a) supervisors and persons above the rank of supervisor;
 - b) employees for whom a trade union held bargaining unit rights on March 16, 2010;
 - c) persons who hold appointments to the Academic Staff of the University as defined by the University's Statement on Adjunct Academic Staff and Academic Assistants;
 - d) persons who hold appointments to the General Support Staff of the University;
 - e) research assistants;
 - f) persons employed under Research, Grant and Contract appointments;
 - g) full voting members of the Board of Trustees; and
 - h) members of the legal or medical profession employed in their professional capacity.
- 2.02 Any policy, individual agreement or letter between the Employer and any particular individual(s), creating working conditions contrary to the provisions in this Collective Agreement, whether more favourable or less favourable, shall be null and void insofar as it affects such individual(s) who are in the Bargaining Unit, or if temporarily removed, once they return to the Bargaining Unit.

- 2.03 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. To this end, the Union shall provide the Employer, in writing, with the names and position titles of its Officers and the names and jurisdiction of its Stewards, including the person designated Chief Steward, and the names of its Regional Representative and its Negotiator. Similarly, the Employer shall provide the Union, in writing, with the names and position titles of those responsible for liaison with the Union and with the names and position titles of departmental personnel responsible for coordination of TA or TF employment within a department.

Article 3 – Definitions

Academic Term – An academic term (Fall, Winter, Spring/Summer)

Academic Year - The period from September 1 to August 31 of the following calendar year, inclusive of both dates.

Bargaining Unit – Is the Bargaining Unit defined in the Certification Order of the Ontario Labour Relations Board, issued April 13, 2010 and as set out in the Collective Agreement at Article 2, Recognition and Exclusions.

Business Day - A normal business day when the University is open, i.e. days other than weekends, statutory holidays, and other days when the University is officially closed. Unless otherwise specified in the Collective Agreement, the 'Business Day' shall prevail.

Calendar Day - One sequential 24 hour period as denoted on a calendar, regardless of the day of the week.

E-Contract – Electronic document confirming personal and pay-related information about the appointment, which is subject to a TAF or TF Letter of Appointment.

Employee – A member of the Bargaining Unit

Employer – Queen's University at Kingston, Ontario in its capacity as the employer of Teaching Assistants and Teaching Fellows.

Employment Supervisor – The Employer representative who signs an Employee's TAF or TFF.

Letter of Appointment – Correspondence from the Employer to a prospective TF outlining the offer of employment.

Local – The Public Service Alliance of Canada (PSAC) directly chartered Local 901

Scheduled Work – Work that is scheduled at a specific time; normally associated with the requirement to be present in a class, tutorial, exam or office hours.

TA – Teaching Assistant

TAF - Teaching Assistant Form

TAship – Teaching Assistantship

TF – Teaching Fellow

TFF - Teaching Fellow Form

TFship – Teaching Fellowship

Union – the Public Service Alliance of Canada representing Employees of the University who are members of the Bargaining Unit

University – Queen’s University at Kingston, Ontario

Unscheduled Work – Work that is not scheduled at a specific time such that there is some discretion as to when the work is performed; normally associated with preparation or grading/marking.

- 3.01 Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include both genders unless any provision of this Collective Agreement specifies otherwise.

Article 4 – Management Rights

- 4.01 The Union recognizes that the management and direction of the working forces are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, assign, discharge, direct, transfer, layoff, recall and suspend or otherwise discipline Employees;
 - c) determine the materials, facilities and equipment to be used, the specifics of the assigned work, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;

- d) establish, enforce and alter from time to time rules and regulations to be observed by the Employee.
- 4.02 The Employer shall exercise these rights in a manner that is reasonable, fair and equitable, and in a manner consistent with the spirit of this Agreement.

Article 5 – Union Representation and Activities

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 5.02 The Union shall determine the jurisdiction of each representative.
- 5.03 The Union shall notify the Employer in writing, and on the Union's website, of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.
- 5.04 Whenever possible, a representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of her/his Scheduled Work times. If this is not possible, the representative will obtain permission of her/his Employment Supervisor prior to leaving work, and such requests shall not be unreasonably denied.
- 5.05 The Employer shall ensure that new Employees are provided with the Union's website URL.
- 5.06 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the normal operations of the University.
- 5.07 A Union representative shall be entitled to up to fifteen (15) minutes to provide an overview of the role of the Union at any University-wide orientation for Employees in this Bargaining Unit as long as the Union activity does not conflict with the Employee's Scheduled Work duties. The Employer will notify the Union at least thirty (30) Calendar Days before such an orientation session is being held. In addition, if individual Departments hold TA and TF employment orientation sessions, the Union may request a similar opportunity to present at that orientation session and agreement to that request shall be at the discretion of the Department holding the orientation session.

Article 6 – No Strike/No Lockout Provision

- 6.01 The Union agrees that there shall be no strike or full or partial withdrawal of services during the terms of this Agreement.

- 6.02 The Employer agrees that there will be no lockout during the term of this Agreement.
- 6.03 Notwithstanding any other provision of this Collective Agreement, in the event that Employees other than those in the Bargaining Unit engage in a strike and establish picket lines, an Employee has the right to refuse to pass through or work behind such picket lines where her/his safety is at risk. In such circumstances, the Employee will inform her/his Employment Supervisor that she/he will not be in attendance at her/his Scheduled Work and the Employee will cooperate with any efforts by the Employment Supervisor to reschedule the work.
- 6.04 “Strike” and “lockout” bear the meanings used in the *Ontario Labour Relations Act*.

Article 7 – Correspondence and Information

- 7.01 All regular correspondence between the parties arising out of or incidental to this Collective Agreement, except where otherwise expressly provided, shall pass between the Local President of the Union (or designate), the PSAC Regional Representative, and the officer designated by the Employer (or designate). Such correspondence may be either delivered directly, be forwarded through the University’s internal postal service or be sent via email.
- 7.02 It is the obligation of the Employee to maintain a current and correct home address with the Employer and to advise the Employer of any change to her/his home address.
- 7.03 The Employer shall provide the Union with an alphabetical list of all Employees in the Bargaining Unit within thirty (30) Calendar Days of signing the present Collective Agreement. Such list shall include: name, gender, date of hire and ending date, faculty or department of work, position title, hourly wages where applicable, monthly hours of work, home address, email address, and whether the employee is a temporary resident. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.
- The Employer shall provide the above list in MS-Excel format to the Union three (3) times per year, within thirty (30) Calendar Days of the beginning of each Academic Term.
- 7.04 Separate and apart from the information listed at Article 7.03, the Employer shall provide the Union with an alphabetical list of all Employees in the Bargaining Unit with their graduate program and year in which an Employee registered in her/his current graduate program of study.

The Employer shall provide the Union with this list within thirty (30) Calendar Days of signing the present Collective Agreement. The Employer shall provide the above list in MS-Excel format to the Union three (3) times per year, within thirty (30) Calendar Days of the beginning of each Academic Term.

- 7.05 When a Collective Agreement has been signed, the Employer shall post the text of the Collective Agreement on its website. The Employer shall further make available a copy of the Collective Agreement in each departmental office and shall provide the Union with a reasonable number of copies. The Employer and the Union agree to share equally the cost of producing copies of this Collective Agreement. The parties will mutually agree on the printing arrangements and the Employer will invoice the Union.
7. 06 The Employer shall provide information identifying, by Faculty (except as noted below), the number of Employees within the Bargaining Unit in each of the equity groups at Queen's. The Employer shall provide this information for the first time, no later than July 1, 2012 and will thereafter provide this information once per calendar year at the request of the Union. In accordance with Ontario's Freedom of Information and Protection of Privacy Act, such data will not be provided in cases where individuals could be identified.

Article 8 – Union Security

- 8.01 Every Employee shall become a member of the Union on date of hire, unless the Employee opts out by written notice to the Union within thirty (30) Calendar Days of that date. The Employer shall advise Teaching Assistants in their Teaching Assistant Form and Teaching Fellows in their Letter of Appointment that they are included in the bargaining unit represented by the Union, and that their employment is on the terms and conditions set out in the Collective Agreement. The Form or Letter shall also include the Union's website address and the website address where the Collective Agreement may be accessed.
- 8.02 The Employer agrees to provide to the Union copies of all Teaching Assistant Forms or Letters of Appointment within fourteen (14) Calendar Days of acceptance by a Teaching Assistant or Teaching Fellow.
- 8.03 The Employer agrees to deduct from the wages of Employees covered under this Collective Agreement an amount equal to the monthly membership dues as certified to the Employer by the Union. The Employer shall remit the amount deducted to the Union by the 15th day of the month following the month in which deductions were made, in an electronic spreadsheet, with a unique identification number for each Employee, name, hours of work, and hiring department.

- 8.04 Where an Employee does not have sufficient earnings in respect of any month to cover deductions to be made under this Article, the Employer shall not be obligated to make such deduction from the Employee's salary.
- 8.05 For the purpose of applying Article 8.04, deductions from pay for each Employee of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 8.06 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T-4 statement.
- 8.07 The Union must provide at least sixty (60) Calendar Days notice of any change in the monthly membership dues.
- 8.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

Article 9 – Joint Union/Management Committee

- 9.01 There shall be a Joint Union/Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives from within the University appointed by the Employer.
- 9.02 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.
- 9.03 The Committee shall meet whenever the need arises, but in any event, at least every three (3) months.
- 9.04 The Committee shall have Co-Chairpersons appointed by the respective parties. Each Co-Chairperson will alternately be responsible for convening and chairing meetings of the Committee.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the Employer and distributed to all Committee members at least seven (7) days prior to the next meeting.
- 9.06 The Joint Union/Management Committee shall function as a forum in which the Employer and the Union shall advise each other of anticipated trends or policy changes, of which either may be aware, which may have an impact on the Bargaining Unit.

Article 10 – Services and Facilities

- 10.01 The Employer agrees that the Union may make use of the Employer's internal on-campus mail and e-mail services at standard internal user rates for the purpose of communication on official Union business with its members and with the Employer.
- 10.02 The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services and internet access, subject to the protocols determined by the Employer for internal users.
- 10.03 The Employer agrees to provide the Union with office space on the main campus.
- 10.04 The Employer shall provide, no later than September 30th of each year to the Union, one lump sum, the equivalent of a 420 hour TAship at the rate of pay of a TA to assist the Union in the administration of the Collective Agreement.

Article 11 – Grievance Procedure and Arbitration

- 11.01 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of this Agreement. It is the mutual desire of the Union and the Employer that grievances should be addressed as quickly as possible.
- 11.02
 - a) The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting a grievance.
 - b) At any stage of the grievance procedure, the Employment Supervisor may be accompanied by another representative of the Employer.
- 11.03 **INFORMAL DISCUSSION:**

Before a grievance is filed formally and, whenever it is possible, the Employment Supervisor where the Employee works will be given the opportunity to resolve the matter in accordance with the following:

 - a) The matter shall be brought to the attention of the Employment Supervisor within fifteen (15) Business Days after its occurrence, or from the date the Employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.
 - b) After the matter has been brought to the attention of the Employment Supervisor, the Employment Supervisor and the Employee shall discuss

the matter, and the Employee may be accompanied by a representative of the Union if she/he wishes. The discussion shall take place within five (5) Business Days after the matter is brought to the attention of the Employment Supervisor. If requested, the Employment Supervisor shall give a reply in writing within five (5) Business Days of the discussion. Any written reply from the Employment Supervisor will be without prejudice to the Employer's position on this or any similar matter.

11.04 STEP ONE

- a) If a matter is not resolved by the Informal Discussion with the Employment Supervisor as provided for in Article 11.03 above, a formal grievance may be submitted to the Department Head (or designate) for the academic unit in which the Employee works. Such grievance shall be submitted within ten (10) Business Days of the discussion provided for in Article 11.03 above. The grievance must be stated in writing, by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a representative of the Union.
- b) The Department Head (or designate) shall convene a meeting with the Employee, the Employment Supervisor, and the Union representative(s) to discuss the grievance within ten (10) Business Days of the receipt of the grievance and shall respond to the grievance, in writing, within ten (10) Business Days of this meeting.
- c) Where the Department Head is the Employment Supervisor or in a non-Departmentalized Faculty, if a matter is not resolved by the Informal Discussion with the Employment Supervisor as provided for in Article 11.03 above, then the grievance shall proceed from the Informal Discussion directly to STEP TWO of the grievance procedure.

11.05 STEP TWO

- a) If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the Dean of the Faculty in which the Employee works. Such grievance shall be submitted within ten (10) Business Days of the STEP ONE reply. The Dean (or designate) shall convene a meeting with the Employee and the Union representative(s) to discuss the grievance within ten (10) Business Days of the receipt of the grievance and shall respond to the grievance, in writing, within ten (10) Business Days of this meeting.
- b) Where, as per Article 11.04 c), a grievance proceeds directly from the Informal Discussion to STEP TWO, the formal grievance may be submitted to the Dean of the Faculty in which the Employee works. Such grievance shall be submitted within ten (10) Business Days of discussion

provided for in 11.03 above. The grievance must be stated in writing by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a representative of the Union.

- 11.06 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 11.13. If no written request for Arbitration is received within twenty-five (25) Business Days of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been withdrawn.
- 11.07 Where no answer is given within the time limits specified in the Grievance Procedure, the Union shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been withdrawn.
- 11.08 a) A group grievance shall be initiated should more than one Employee be grieving substantially the same alleged violation. Failing resolution of the matter following the Informal Discussion, as provided for in Article 11.03, a group grievance shall be submitted at the STEP ONE stage. All Employees affected may sign the grievance, but only one affected Employee may be present at the Informal Discussion and at each step of the grievance process. Up to three (3) additional Employees from the group may attend STEP ONE and STEP TWO grievance meetings to provide information. Any resolution under this Grievance Procedure shall be applied to all affected Employees.
- b) Where the Department Head is the Employment Supervisor or in a non-Departmentalized Faculty, if a matter is not resolved by the Informal Discussion with the Employment Supervisor, as provided for in Article 11.08 a) above, then the grievance shall proceed from the Informal Discussion directly to STEP TWO of the grievance procedure.
- 11.09 A policy grievance arising directly between the Employer and the Union shall be originated under STEP TWO. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves institute, and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Employer or the Union, as provided in this paragraph, shall be commenced within fifteen (15) Business Days after its occurrence or from the date the Employer or the Union ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.
- 11.10 An Employer grievance will be submitted to the Kingston Regional Office of the

Union and shall be originated at STEP TWO. A decision by the Union will be delivered in writing within ten (10) Business Days of the hearing provided for in STEP TWO.

- 11.11 The Employee and a representative who accompanies this Employee under this Article will not suffer a loss in pay as a result of attendance at meetings between the Employer and the Employee as provided for under this Article. Both the Employee and the representative will provide as much advance notice as possible to their Employment Supervisor(s) of any such meetings that conflict with their Employee responsibilities. The meeting may either proceed or be rescheduled so as to not conflict with the employment responsibilities of either the Employee or the representative.

Arbitration Procedure

Appointment of an Arbitrator

- 11.12 Grievances shall be heard by a single Arbitrator.
- 11.13 If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party within twenty-five (25) Business Days of the written decision of STEP TWO pursuant to Article 11.06. The grieving party will propose three (3) arbitrators to the responding party in their submission for Arbitration.
- 11.14 If the responding party cannot agree to the appointment of any of these three (3) proposed arbitrators, it will propose three (3) arbitrators to the grieving party.
- 11.15 If the parties cannot agree on an arbitrator within fifteen (15) Business Days of receiving the written request cited in Article 11.13, either party may request that the appointment of an arbitrator be made by the Minister of Labour for the Province of Ontario, or may continue to attempt to reach agreement on the selection of an arbitrator.

Authority

- 11.16 An Arbitrator has the power and authority as provided for in the *Ontario Labour Relations Act*, including the power to interpret and apply human rights and other employment-related statutes. The Arbitrator shall have no authority to add to, subtract from, modify, change, or alter in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to the arbitrator's specific authority to do so, or to make a decision which has such effect.

- 11.17 No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedure, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.
- 11.18 The written decision of the Arbitrator will be final and binding upon the parties hereto and the Employees.
- 11.19 Each of the parties hereto will bear one half of the fees and expenses of the Arbitrator.
- 11.20 No adjustment effected under the Grievance or Arbitration procedures shall be made retroactive beyond the date of the occurrence of the matter or from the date the Employee, the Union, or the Employer, in respect of Article 11.09, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.
- 11.21 Where appropriate, the parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts and shall require the arbitrator to deliver a decision orally at the conclusion of the hearing.

Article 12 – Appointments

- 12.01 The Employer shall make the decision as to the number of TA and TF appointments within the Bargaining Unit, and the qualifications required for each appointment.
- 12.02 An appointment to a TAsip using the order of preference as set out in Article 12.04 is subject to the maximum allowable hours per week and as set out at Article 16.02, Hours of Work, such that no appointment(s) shall be made that would result in an appointment or appointments, the total of which would exceed the maximum hours. Accordingly, where a graduate student is offered work that would result in the total hours of work exceeding the maximum allowable hours of work, it is the graduate student's responsibility to decline such work.
- 12.03 If an Employee is assigned:
- a) work, the completion of which could conflict with a deeply held personal, academic, or religious belief, then the Employee shall inform her/his Employment Supervisor of the potential conflict at the time the assignment is made known to the Employee. In such circumstances, the Employment Supervisor will make reasonable efforts to adjust or change the Employee's assignment.

- b) Scheduled Work, that conflicts with aspects of her/his academic program (e.g. a scheduled class time), then the Employee shall inform her/his Employment Supervisor of the conflict at the time the Scheduled Work is made known to the Employee. In such circumstances, the Employer will make reasonable efforts to adjust or change the Employee's assignment.

Appointment of Teaching Assistants

- 12.04 In the appointment to TAships within the Bargaining Unit, the Employer shall follow the four level preference system outlined below. No TAships shall be offered to candidates in Group B until the qualified candidates in Group A have been exhausted. No TAships shall be offered to candidates in Group C until the qualified candidates in Group B have been exhausted. TAships may only be offered to candidates in Group D when there remain no qualified candidates in any other Group.

A. First Preference – Group A

Is for qualified graduate students registered as:

- (i) students in a department or program in which the TAship will be offered; or
- (ii) students in an interdisciplinary program with TA budget resources, and for whom the TAship has been granted as part of the funding commitment offered by the Employer.

B. Second Preference – Group B

Is for qualified graduate students registered as:

- (i) students in a department or program in which the TAship will be offered; or
- (ii) students in an interdisciplinary program with TA budget resources, and for whom
- (iii) the TAship will not form part of the funding commitment offered by the Employer; or
- (iv) there is currently no funding commitment provided by the Employer.

C. Third Preference – Group C

Is for qualified graduate students that have previously held a TAsip or TFship for the Employer.

D. Fourth Preference – Group D

Is for qualified graduate students that have not met the criteria as set out in 12.04 A, B, or C.

12.05 With regard to the assignment of TAsips to graduate students:

- a) Graduate students in Group A must submit their course preferences by a date set by the Department which shall be no later than fifteen (15) Calendar Days before the start of the Academic Term.
- b) Graduate students in Groups B, C, and D must submit a curriculum vitae and a copy of their transcript(s) setting out their academic accomplishments, relevant experience, and course preferences by a date set by the Department which shall be no later than fifteen (15) Calendar Days before the start of the Academic Term.
- c) The Department or Program shall evaluate all submissions and will create a pool of qualified applicants in each of Groups B, C, and D. The course preferences of applicants shall be considered.

12.06 Withdrawal of Assigned TAsips

Where a TAsip is withdrawn subsequent to the assignment of a TAsip due to course cancellation or under-enrollment:

- a) The TA will be paid for all hours of work that had been performed to date in accordance with the TAF; and
- b) The TA will be given preference for any unanticipated TAsips as per Article 12.07 for which the TA is qualified; and
- c) The TA will be given first preference for future TAsips within her/his preference Group (i.e. Groups A to D).

12.07 Unanticipated TAsips

Where a TAsip is created within the Bargaining Unit for unanticipated reasons, a Department or Program, in order to fill the TAsip in a timely fashion relative to the work needing to be performed, will, to the extent possible, assign the TAsip in accordance with first, Article 12.06 b) and then second, in accordance with Article 12.04.

Appointment of Teaching Fellows

- 12.08 In the appointment to TFships within the Bargaining Unit, the Employer shall follow the four level preference system outlined below. No TFships shall be offered to candidates in Group B until the qualified candidates in Group A have been exhausted. No TFships shall be offered to candidates in Group C until the qualified candidates in Group B have been exhausted. TFships may only be offered to candidates in Group D when there remain no qualified candidates in any other Group.

A. First Preference – Group A

Is for qualified graduate students registered as:

- (i) students in a department or program in which the TFship will be offered; or
 - (ii) students in an interdisciplinary program with TF budget resources;
- and
- (iii) for whom the Employer, at the time of admission to graduate studies, has made a commitment to provide a TFship to the graduate student during her/his program of study and for whom the appointment to a TFship will serve to fulfill that commitment.

B. Second Preference – Group B

Is for qualified graduate students registered as:

- (i) students in a department or program in which the TFship will be offered; or
- (ii) students in an interdisciplinary program with TF budget resources.

C. Third Preference – Group C

Is for qualified graduate students that have previously held a TFship for the Employer.

D. Fourth Preference – Group D

Is for qualified graduate students that have not met the criteria as set out in 12.08 A, or B, or C.

12.09 With regard to the assignment of TFships to graduate students:

- a) Graduate students must submit:
 - (i) a copy of their transcript(s);
 - (ii) a curriculum vitae; and
 - (iii) other relevant material as requested by the Department setting out their academic accomplishments, relevant experience, and courses for which they are applying for a TFship, by a date set by the Department which shall be no later than thirty (30) Calendar Days before the start of the Academic Term.
- b) The Department or Program shall evaluate all submissions and will create pools of qualified applicants in each of Groups A, B, C, and D. The course preferences of applicants shall be considered.

12.10 Withdrawal of Assigned TFships

Where a TFship is withdrawn subsequent to the assignment of a TFship due to course cancellation:

- a) The TF will be paid 15% of their salary if the course is cancelled within two (2) weeks of the start of the Academic Term.
- b) The TF will be paid an additional 7% to the percentage in 12.10 a) of her/his salary per partial or full week if the course is cancelled after the second week of the Academic Term.

12.11 Unanticipated TFships

Where a TFship is created within the Bargaining Unit for unanticipated reasons, a Department or Program, in order to fill the TFship in a timely fashion relative to the work needing to be performed, will to the extent possible assign the TFship in accordance with Article 12.08.

TAship and TFship Posting Procedure

12.12 In order to provide graduate students with the opportunity to submit materials and preferences in accordance with Articles 12.05 and 12.09, Departments shall post information regarding:

- a) courses for which there will be TA and TF opportunities;

- b) any information required from graduate students in connection with such TA and TF opportunities beyond copies of transcripts and curriculum vitae; and
- c) the required date of submissions (as per Articles 12.05 and 12.09).

Such information shall be posted on a Department's website no later than seven (7) Calendar Days prior to the date set by the Department for such submissions.

- 12.13 References in Article 12 to a "qualified graduate student" shall be understood as meaning a graduate student who is qualified to perform the work for which she/he seeks to be appointed to or has been appointed to.

Article 13 - Probationary Employees

- 13.01 Employees shall be considered on probation until they have completed one (1) Academic Term.
- 13.02 The Employer may extend the probationary period to a second Academic Term if during the first Academic Term:
- a) the Employee is not able to meet performance expectations;
 - b) the Employer does not have an opportunity to properly assess the Employee's suitability for employment due to the limited hours or scope of the Employee's TAs.

A letter will be provided to the Employee, with a copy to the Union, identifying the reasons for the extension of the probationary period. The Union will be provided with its copy of the letter within five (5) Business Days of the letter having been provided to the Employee. In the case of a) above, the Employer shall include an action plan that will assist the Employee in meeting performance expectations.

- 13.03 The Employer may directly discharge a probationary Employee for reasonable grounds without using the progressive discipline process outlined in Article 15. The Employee must be advised of their right to Union representation.

Article 14 – Personnel File

- 14.01 Upon request, Employees shall have the right, normally within two (2) Days, to consult their personnel file in the presence of a representative of the Employer, and, if they so wish, a representative of the Union. Employees have the right to review their employment file no more than once per Academic Term.

- 14.02 An Employee's personnel file shall be kept separate from her/his academic file.

Article 15 – Discipline, Suspension, and Discharge

- 15.01 The Employer shall not discipline, suspend, or discharge an Employee without just cause.
- 15.02 The Employer and the Union recognize the principle of progressive discipline.
- 15.03 When an Employee is to be disciplined (i.e., documented oral warning, written warning, suspension, or discharge), such discipline shall only be imposed at a meeting with the Employment Supervisor specifically convened for this purpose. Employees will be given twenty-four (24) hours notice and advised that they are entitled to be accompanied at this meeting by a Union representative. The Union shall be copied on any disciplinary letter within three (3) Business Days of such a meeting.
- 15.04 A documented oral warning or a written warning shall normally precede imposition of a suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct.
- 15.05 Where an Employee has received a disciplinary letter, the Employee may attach comments to the letter and the comments will be placed in their personnel file.
- 15.06
- a) A disciplinary letter within an Employee's personnel file shall be deemed null and void and removed from the file after a twenty-four (24) month period from the date of the letter, and provided that no further discipline has been recorded within the period noted above.
 - b) Where, upon an Employee's graduation from her/his graduate program at Queen's University, a disciplinary letter has been in the Employee's personnel file for a period of no less than twelve (12) months, such a disciplinary letter shall be removed from the Employee's personnel file at her/his request.
 - c) Article 15.06 b) does not apply when the Employee registers immediately from one graduate program at Queen's University into another graduate program at Queen's University.
- 15.07 In cases involving allegations of serious misconduct or a threat to the safety of a person or property, as a precautionary measure, the Dean (or delegate) of the Faculty in which the Employee works may suspend the Employee with pay during an investigation. Within one (1) Business Day from the time of such a

suspension, the Employer shall provide the Employee with a letter setting out the allegation or threat with a copy to the Union. The letter will inform the Employee of her/his right to Union representation in connection with the matter and a meeting will be scheduled between the parties within three (3) Business Days of the above letter being provided.

The Employer will complete the investigation and provide a report of the findings of the investigation to the Employee and the Union within fifteen (15) Business Days of the commencement of the investigation. During any meetings between the Employee and the Employer during the investigation, the Employee may choose to be accompanied by a Union representative.

Where, at the conclusion of the investigation, the allegations that were investigated are unfounded, there shall be no record of the investigation in the Employee's personnel file. Where the allegations are founded, the Employer may take disciplinary action.

Article 16 – Hours of Work, Activities and Areas of Responsibility

- 16.01 Unless expressed otherwise, this Article applies to both TA and TF Employees.
- 16.02 The maximum number of hours of work for any TA, regardless of the number of TAships the TA holds, is no more than an average of ten (10) hours per week.
- 16.03 TA hours cannot be carried forward from one appointment to another.
- 16.04 TA activities as per the TAF and within the allotted hours may, on occasion, extend one (1) month beyond what would otherwise be the appointment end date.
- 16.05 No Employee shall be required to work more than eight (8) scheduled hours per day, with the exception of field trips which are specifically exempt from this maximum due to their unique nature.
- 16.06 If an Employee has been assigned to more than (1) one TAship or TFship she/he shall receive and sign a separate 'Form' for each appointment.
- 16.07 For TAs:
 - a) All assigned activities of a TA shall be included in the number of allotted hours of work, as set out in Appendix A, the Teaching Assistant Form.
 - b) By no later than the Tuesday prior to the start of the Academic Term, the Employer will send the TA a copy of the TAF with Section A of the TAF

completed and will inform the TA of the information required to create the E-Contract.

- c) The TA shall provide the required information no later than the Thursday prior to the start of the Academic Term.
 - d) If the TA provides the proper information in a timely fashion as per Article 16.07 c), the Employer will complete the E-Contract and send it to the TA by no later than the first Monday of the Academic Term.
 - e) The TA shall sign the E-Contract immediately upon receipt.
 - f) The Employment Supervisor and TA shall meet or otherwise communicate no later than the second week of the Academic Term to review Section B of the TAF. By the end of the second week of the Academic Term, the completed TAF shall be signed. The TA shall be provided a copy of the signed TAF.
 - g) At the request of a TA or Employment Supervisor, the Employment Supervisor and the TA shall meet at or around the mid-point of the TAship for the purpose of conducting a review of the TA's assigned activities. This review shall ensure that the TA's hours of work, as set out in her/his TAF, continue to be appropriate. In the event that either the Employment Supervisor or the TA feels that a reallocation of activities within the assigned hours is required, a subsequent meeting will be held. If a decision is made to reallocate activities within the assigned hours, Section B of the TAF shall be revised accordingly.
 - h) Where hours of work beyond the total allotted in the TAF are required, extra paid hours may be offered during the appointment by the Employer with the agreement of the TA. A new TAF shall be completed when there are extra paid hours. There will be no consequences for a TA who declines hours in excess of the total hours allotted on the original TAF.
 - i) Further, where hours of work beyond the total allotted in the TAF are required in order to complete activities associated with the appointment, but would extend beyond what would otherwise be the end date of the appointment, extra paid hours may be offered by the Employer with the agreement of the TA. A new TAF shall be completed when there are extra hours paid. There will be no consequences for a TA who declines hours in excess of the total hours allotted on the original TAF.
- 16.08 All Employer-required training shall be compensated at the TA's regular rate of pay.
- 16.09 The parties agree that it is the exclusive function of the Employer to develop and distribute TA work assignments. However, the Employment Supervisor, in

consultation with the TA, shall ensure that assigned activities, deadlines and responsibilities can reasonably be completed within the allocated time and in accordance with this Article.

16.10 For TFs:

- a) The Employer will provide the TF with a Letter of Appointment at least two (2) weeks prior to the start of the Academic Term.
- b) All areas of responsibility of a TFship shall be set out in the Teaching Fellow Form (TFF) (Appendix B). The Employer will provide the TF with the TFF at least two (2) weeks prior to the start of the Academic Term.
- c) By no later than the Tuesday prior to the start of the Academic Term, the Employer will inform the TF of the information required to create the E-Contract.
- d) The TF shall provide the required information no later than the Thursday prior to the start of the Academic Term.
- e) If the TF provides the proper information in a timely fashion as per Article 16.10 d), the Employer will complete the E-Contract and send it to the TF by no later than the first Monday of the Academic Term.
- f) The TF shall sign the E-Contract immediately upon receipt.
- g) The Employment Supervisor and the TF shall meet or otherwise communicate no later than the week prior to the Academic Term to discuss and sign the TFF. The TF shall be provided a copy of the signed TFF.
- h) At the request of a TF or Employment Supervisor, the Employment Supervisor and the TF shall meet at or around the mid-point of the TFship for the purpose of reviewing any matters relating to the TFship.

16.11 Courses taught by TFs will receive marking, Teaching Assistantship, and secretarial support as is available for similar courses in the applicable department.

16.12 For the purpose of Employment Insurance eligibility, a TF shall be deemed to have worked two hundred (200) hours per half credit course per Academic Term, prorated for the TF's percentage of responsibility for the course.

Article 17 – Wages and Stipend

17.01 Wages and Stipend

The Wage and Stipend Rates set out in Schedule A attached hereto and forming part of this Collective Agreement shall be paid to members of the Bargaining Unit as set out in Article 18, Pay Administration.

Article 18 – Pay Administration

18.01 Wage rates take effect and are to be paid in accordance with the stipulations of Schedule A.

18.02 Employees are to be paid on the pay date for the pay period in which the Employee commenced her/his appointment. All information and paperwork as per Article 16.07 c) and e) or 16.10 d) and f) (Hours of Work, Activities and Areas of Responsibility) must be completed so as to allow the department/faculty to meet the monthly payroll deadline. Employees will be paid on a monthly basis thereafter for a period equal to the length of their TAsip or TFship.

18.03 Employees are to be paid by direct deposit into the account and institution of their choosing.

Article 19 – Holidays and Vacation Pay

Statutory Holidays

19.01 a) No Employee shall be scheduled to work on the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (currently 1st Monday in August)
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

or any other holiday declared by the Employer to be a holiday.

b) When a holiday falls on a Saturday or Sunday, the Employer will set an alternate day (generally the next working day).

19.02 When an Employee is scheduled to perform work on the holiday, the Employee shall receive one and one half times (1.5X) her/his hourly rate for actual hours worked on any of these days.

19.03 Holiday pay is included in the base rates set out in Schedule A, Wage and Stipend Rates.

Vacation Pay

19.04 All Employees shall be entitled to 4% of their base rate as vacation pay. Such vacation pay is included in the base rates set out in Schedule A, Wage and Stipend Rates.

Article 20 – No Discrimination/No Harassment

20.01 The parties are committed to creating and maintaining a working environment that is founded on the fair treatment of all members of the University community. Therefore, the parties do not condone behaviour that is contrary to the Ontario *Human Rights Code*.

20.02 As provided by the Ontario *Human Rights Code*, every Employee has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability. Further, every Employee has a right to equal treatment with respect to employment without discrimination because of gender identity or expression, or by reason of their membership or non-membership or activity or non-activity in the Union.

20.03 When a discrimination or harassment complaint arises, the Employee may seek assistance from the University Human Rights Office or may elect to file a grievance. Upon being approached by the Employee, staff of the University's Human Rights Office shall inform the Employee of her/his right to seek assistance and representation from the Union.

20.04 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be grounds for filing a grievance under this Article.

20.05 Employees found to have harassed or discriminated against others could face disciplinary action ranging from oral warning up to and including discharge from employment.

Workplace Harassment

- 20.06 Workplace harassment is defined by the *Occupational Health and Safety Act* as engaging in a course of vexatious comment or conduct against another person or persons in a workplace that is known or ought to reasonably be known to be unwelcome. It comprises of any objectionable act, comment, or display that demeans, belittles, or causes personal humiliation, embarrassment, or intimidation.
- 20.07 Harassment does not include an Employment Supervisor's properly exercised responsibilities such as performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of Queen's University Employees.
- 20.08 Complaints of workplace harassment will be processed as grievances in accordance with the Collective Agreement.
- 20.09 Employees found to have harassed another person may be subject to disciplinary action ranging from oral warning up to and including discharge from employment.

Article 21 – Health and Safety

- 21.01 The Employer's approach to health and safety matters is governed by the provisions of the *Occupational Health and Safety Act* of the Province of Ontario and its regulations.
- 21.02 The parties agree to participate and cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.
- 21.03 The Employer shall provide information, instruction, and supervision to an Employee to protect the health or safety of that Employee.
- 21.04 An Employee who becomes pregnant or who is nursing may request precautionary measures including a modified work program to protect herself and the fetus or child.
- 21.05 The Union has the right to appoint and be represented by an Employee representative from the Bargaining Unit on any applicable Joint Occupational Health and Safety Committees.
- 21.06 At the commencement of each Academic Term, the Union shall provide the Employer with written notification of the names of those Employees appointed as representatives on the applicable Joint Health and Safety Committees.

Article 22 – Intellectual Property Rights

- 22.01 This article applies to intellectual property created by Employees in the course of their employment by the University.
- 22.02 Employees retain copyright, including but not limited to, lecture notes or course materials created exclusively by them. Unless there is a mutual agreement in advance between the Employee and Employment Supervisor, Queen's University will have a non-exclusive, non-royalty-bearing license to use some or all of the materials for teaching purposes and to distribute said materials to Queen's University students.
- 22.03 Employees shall receive recognition consistent with their contribution to course material, design, or other matter that they assist in developing during their employment.

Article 23 – Leaves of Absence

- 23.01 The Employer may in its sole discretion grant leaves of absence with or without pay to Employees for legitimate personal reasons. The Employer will exercise this discretion in a manner that is reasonable.
- 23.02 All hours of leave without loss of pay granted under Article 23 (Leaves of Absence) shall be deducted from the number of hours to be worked during the Employee's appointment and the Employee shall not be required to make up such hours at a later date.
- 23.03 No leave of absence shall extend beyond the end date of the appointment in which the leave of absence commenced, except as may otherwise be required by the *Employment Standards Act*.

Pregnancy and Parental Leave

- 23.04 Employees shall be eligible for Pregnancy and Parental Leave in accordance with the *Employment Standards Act*.
- 23.05 An Employee who becomes pregnant and whose due date does not fall within the first thirteen (13) weeks of her employment shall, upon request, be granted unpaid pregnancy leave as follows:
 - a) An Employee may begin pregnancy leave no earlier than the earlier of:
 - (i) the day that is seventeen (17) weeks before her due date; and

- (ii) the day on which she gives birth. Article a) (ii) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.
- b) An Employee may begin pregnancy leave no later than the earlier of:
 - (i) her due date; and
 - (ii) the day on which she gives birth.
- c) If an Employee is entitled to parental leave as set out in Article 23.09, the Employee's pregnancy leave ends seventeen (17) weeks after the pregnancy leave began.

If an Employee is not entitled to parental leave as set out in Article 23.09, the Employee's pregnancy leave ends the later of:

 - (i) seventeen (17) weeks after the leave began; and
 - (ii) six (6) weeks after the birth, stillbirth, or miscarriage of the pregnancy.
- 23.06 At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy and the expected due date. The Employer shall reimburse the cost of the medical certificate.
- 23.07 An Employee shall inform her Employment Supervisor and Human Resources in writing of her plans for taking leave at least two (2) weeks in advance of the initial date of pregnancy leave or such lesser period where there is a valid reason why that notice cannot be given.
- 23.08 If the Employee wishes to return to work before the applicable date set out in Article 23.05 c), the Employee must give the Employer written notice four (4) weeks in advance of the date that she wishes her pregnancy leave to end.
- 23.09 Parental leave, separate from pregnancy leave, shall be granted to any Employee who has been employed for at least thirteen (13) weeks and who becomes a parent of a newborn or newly adopted child. The Employee shall be entitled to a leave of up to:
 - a) thirty-five (35) weeks if the Employee also took pregnancy leave; or
 - b) thirty-seven (37) weeks if the Employee did not take pregnancy leave.
- 23.10 The Employee shall inform, in writing, her/his Employment Supervisor of her/his plans for taking parental leave at least two (2) weeks in advance of the initial date of the parental leave. If the Employee stops work because a child comes into the Employee's custody, care and control for the first time earlier

than expected, the Employee's parental leave begins on the day she/he stops working and the Employee must inform, in writing, her/his Employment Supervisor that she/he is taking parental leave within two (2) weeks after stopping work.

- 23.11 If a female Employee who has taken a pregnancy leave also chooses to take parental leave, she shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g., is hospitalized), in which case alternate arrangements respecting the timing of the parental leave may be made.
- 23.12 Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy and/or delivery of the infant will be treated in accordance with Articles 23.22 to 23.24 (Sick Leave). Employees unable to return to work following a pregnancy leave or subsequent parental leave because of illness associated with the birth of a child must notify her/his Supervisor as soon as possible.
- 23.13 The Employee's parental leave ends:
- a) the day thirty-five (35) weeks after it began if the Employee also took pregnancy leave; or
 - b) thirty-seven (37) weeks after it began if the Employee did not take pregnancy leave.

In any event, the parental leave must conclude no later than fifty-two (52) weeks after the child is born or comes into the care and control of the parent for the first time.

- 23.14 If the Employee wishes to return to work before the applicable date as set out in Article 23.13, the Employee must give the Employer written notice four (4) weeks in advance of the date that she/he wishes her/his leave to end.

Bereavement Leave

- 23.15 a) An employee shall be granted time off for a leave of absence with pay from one (1) to five (5) consecutive Business Days depending on circumstances to travel and/or attend to arrangements associated with the death of a member of the family or close relative. The paid portion of such leaves will not exceed five (5) consecutive Business Days where the number of hours to be paid to the Employee for such five (5) consecutive Business Days or portion thereof, would be based on the number of hours of Scheduled Work that the Employee could not attend work. Notwithstanding the foregoing, in the case of the death of an Employee's

parent, spouse, partner, or child the employee shall be granted leave of absence with pay of five (5) Business Days.

- b) Upon request, the Employment Supervisor shall assist the Employee with the redistribution of any Scheduled Work.
- c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than and/or in a manner different than that provided above.

Court Leave

- 23.16 Upon written request, an Employee shall be granted leave without loss of pay when summoned to serve for jury duty or jury selection or when subpoenaed as a witness to court proceedings to which the Employee is not a party.
- 23.17 Any monies remitted by the court for the performance of the required duties shall be deducted from amounts paid to the Employee while on court leave.
- 23.18 Upon return to work, the Employee shall provide the Employer with written confirmation of the date(s) and time(s) on which she/he served and the amount of pay received for jury service.
- 23.19 The Employee will provide her/his Employment Supervisor with as much notice as possible of such court proceedings so that alternate coverage can be arranged.

Labour Conferences and Conventions and Union Training

- 23.20 Subject to operational requirements, the Employer shall grant a leave of absence without pay to up to five (5) Employees at one time, and a maximum of ten (10) Employees per Academic Year, who may be elected or selected by the Union to attend labour conferences or conventions not to exceed one week in length. At least two (2) weeks' written notice must be provided to the Employment Supervisor with a copy to Faculty Relations.
- 23.21 Subject to operational requirements, the Employer shall grant a leave of absence without pay, not to exceed ten (10) hours per Academic Term, to a Union representative who is attending a Union training session. At least two (2) weeks' written notice must be provided to the Employment Supervisor.

Sick Leave

- 23.22 Employees shall be granted up to six (6) hours of paid sick leave per Academic Term of an appointment where the number of hours to be paid to

the Employee would be based on the number of hours of Scheduled Work that the Employee could not attend work as a result of her/his illness or injury. No additional absences due to medical reasons shall be with pay.

- 23.23 Where an Employee is unable to perform her/his duties because of illness or injury for a period beyond the period of paid sick leave, the Employee shall be granted sick leave without pay for the period of illness or injury.
- 23.24 To qualify for either paid or unpaid sick leave, the Employee must notify her/his Employment Supervisor as to the expected duration of the illness or injury. Where required by the Employer, the Employee shall provide an appropriate medical certificate, the cost of which shall be reimbursed by the Employer.

Notice of Absence

- 23.25 An Employee will provide as much notice as possible to her/his Employment Supervisor in the event that she/he will not complete her/his scheduled hours of work due to an absence not addressed in this Article. At her/his discretion, the Employment Supervisor will either:
- a) reassign the hours of work in consultation with the Employee ; or
 - b) note that the absence is without pay and make alternative arrangements for the completion of the work.

Academic or Research Conferences

- 23.26 a) Where an Employee is invited to make a presentation as part of an academic conference relevant to the Employee's discipline as a student, and attendance at the conference would conflict with the Employee's Scheduled Work, the Employee, shall be granted leave to attend such conference if:
- (i) the Employee, in consultation with her/his Employment Supervisor, is able to reschedule her/his work, in which case such leave shall be with pay; or
 - (ii) the Employee, in consultation with her/his Employment Supervisor, is able to redistribute her/his work, in which case such leave shall be without pay.
- b) Any leave granted under 23.26 a) (i) shall not require the rescheduling of more than five (5) Business Days of Scheduled Work.
- c) A request for leave under 23.26 a) shall be supported by a copy of the invitation to make a presentation as part of the academic conference.

- d) Conference Leave may only be taken once per Academic Term.
- e) The Employee must provide as much notice as possible to her/his Employment Supervisor, but in no event shall such notice be less than two (2) weeks.

Compassionate Care Leave

- 23.27 Where an Employee is unable to perform her/his duties as a result of a serious illness or injury in the Employee's immediate family the Employee shall be granted unpaid Family Medical Leave in accordance with the *Employment Standards Act*.

Religious Observance Leave

- 23.28 Where there is a conflict between an Employee's scheduled work and the Employee's observance of spiritual, cultural, or holy days consistent with her/his religious beliefs, the Employee, in consultation with her/his Employment Supervisor, shall be allowed to reschedule her/his work. If the work cannot be rescheduled, the Employee will suffer no loss of pay. The Employee will inform her/his Employment Supervisor of the day of observance at the time of her/his appointment and to the extent that the day of observance affects students. She/he will inform students of any change in schedule either at the start of the Academic Term or no later than thirty (30) Calendar Days before the date.

Reservist Leave

- 23.29 Employees are entitled to Reservist Leave without pay in accordance with the *Employment Standards Act*, as amended from time to time.

Article 24 – Benefits

- 24.01 a) The Employer will contribute \$100,000 each September during the term of the Collective Agreement towards Employee health care benefits. This contribution is to be administered by the Union.
- b) The Union will provide the Employer with an annual report summarizing the allocations of the Employer's contributions.

Article 25 – Duration

- 25.01 Notwithstanding the parties' agreement that the Collective Agreement commences on May 1, 2010, it is further agreed that this Collective Agreement will have no retroactive force and effect. For further clarity, the terms and conditions of this Collective Agreement shall only be in force as of the date of ratification forward and shall be in effect until April 30, 2013.

Appendix A – Teaching Assistant Form



SECTION A (For Departmental Use Only)

Name of Teaching Assistant: _____

Preference Group: _____

Department/Term: _____

Number and Title of Course: _____

Employment Supervisor: _____

Number of Allotted TA Hours and Remuneration: _____

Approved by (Head or Delegate): _____

Date Approved: _____

SECTION B

Teaching Assistant Activities	Checklist	Hours	Notes
Contact with Employment Supervisor Meetings <input type="checkbox"/> Email <input type="checkbox"/> Other: _____ <input type="checkbox"/> Approximate Hours _____			
Contact with Students Supervising labs & field trips <input type="checkbox"/> Leading tutorials & seminars <input type="checkbox"/> Lecturing <input type="checkbox"/> Classroom preparation, set-up <input type="checkbox"/> Office hours <input type="checkbox"/> Answering email/telephone inquiries <input type="checkbox"/> Monitoring class websites or listserves <input type="checkbox"/> Other: _____ <input type="checkbox"/> Approximate Hours _____			
Total number of approximate TA hours (page 1)		_____	

Teaching Assistant Form (Page 2)

Teaching Assistant Activities	Checklist	Hours	Notes
Marking and Grading Term tests & quizzes <input type="checkbox"/> Mid-term exams <input type="checkbox"/> Written assignments <input type="checkbox"/> Lab assignments <input type="checkbox"/> Final exams <input type="checkbox"/> Administrative functions (e.g., grade entry & proctoring) <input type="checkbox"/> Other: _____ <input type="checkbox"/> Approximate Hours _____			
Other Duties Attending lectures <input type="checkbox"/> Preparation time <input type="checkbox"/> Employer required training <input type="checkbox"/> Assisting with audio-visual equipment <input type="checkbox"/> Practicing lab techniques <input type="checkbox"/> Maintaining laboratory safety <input type="checkbox"/> Post-lab clean up <input type="checkbox"/> Other: _____ <input type="checkbox"/> Approximate Hours _____			
Total number of approximate TA hours (page 2) _____ Total number of approximate TA hours (page 1) _____ Total number of TA hours _____ (must equal total allotted for the course)			

The TA agrees that the TA activities and approximate hours indicated on this form are subject to change by the Employment Supervisor. The TA and Employment Supervisor agree that any change to the total number of TA hours should be made in accordance with Article 16.07 (g) "Hours of Work" of the Collective Agreement. The TA and Employment Supervisor acknowledge that any potential conflicts (as defined at Article 12.03 "Appointments" of the Collective Agreement) regarding the TA and this appointment have been discussed.

Employment Supervisor (Signature)

TA (Signature)

Date

Date

Note to TA: As a Teaching Assistant you are represented by the Public Service Alliance of Canada, Local 901. Your terms and conditions of employment and bargaining rights are set out in the Collective Agreement which can be found at: www.hr.queensu.ca/agreements/agreements.php and www.psac901.org.

A TA may exercise reasonable intellectual discretion in relation to the course objectives and content, and in accordance with guidelines set out by the Employment Supervisor, without reprisal or discipline.

Copy: TA, Employment Supervisor, Personnel File, PSAC Local 901

Appendix B – Teaching Fellow Form



SECTION A (For Departmental Use Only)

Name of Teaching Fellow: _____

Preference Group: _____

Department/Term: _____

Number and Title of Course: _____

Employment Supervisor: _____

Number of Scheduled Teaching Hours: _____

SECTION B

Teaching Fellow Areas of Responsibility	Checklist	Notes
1. Design and planning of curriculum a) Preparing course syllabus b) Identifying learning outcomes c) Developing reading lists, demonstrations, laboratory experiences, etc.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
2. Teaching and supporting student learning a) Developing and delivering lectures or other learning tools b) Preparing seminars or tutorials c) Preparing course related materials, such as lab manuals, websites, handouts etc.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
3. Student feedback and evaluation a) Developing assessment tools as appropriate to the learning outcomes b) Providing students with opportunities for formative feedback through office hours, webpages, tutorials, etc. c) Marking and grading	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

Teaching Fellow Form (Page 2)

Teaching Fellow Areas of Responsibility	Checklist	Notes
4. Developing an effective classroom environment a) Promoting student engagement b) Providing support for diverse students c) Supporting students with special needs or circumstances	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
5. Evaluation of practice and continuing professional development a) Participating in formal course evaluations b) Actively responding to student feedback on an ongoing basis c) Seeking input and support from colleagues or university resources as appropriate	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6. Other: _____	<input type="checkbox"/>	

This form is intended to review and discuss the anticipated areas of responsibilities and expectations of the Teaching Fellow in the delivery of the course to which she/he has been appointed.

Reviewed by (Employment Supervisor)

Reviewed by (Teaching Fellow)

Date

Date

Note to TF: As a Teaching Fellow you are represented by the Public Service Alliance of Canada, Local 901. Your terms and conditions of employment and bargaining rights are set out in the Collective Agreement which can be found at: www.hr.queensu.ca/agreements/agreements.php and www.psac901.org


TFs who have responsibility for the development of the content and/or presentation of a course shall be accorded academic freedom subject to the regulations, resolutions, guidelines, and policies of the University, including those of the Academic Unit, insofar as these are applied consistently to all the teaching staff.

Copy: TF, Employment Supervisor, Personnel File, PSAC Local 901

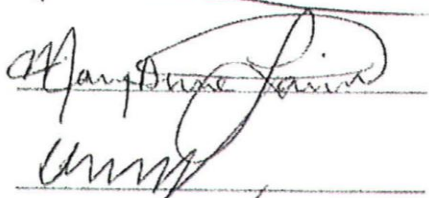
Appendix C - Signature Page


Signed in Kingston on this 12th day of May, 2011

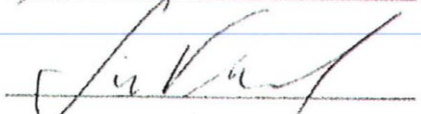
PSAC Local 901

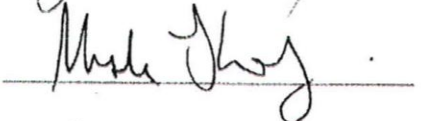

Kim Beemer
Chief Spokesperson (PSAC)



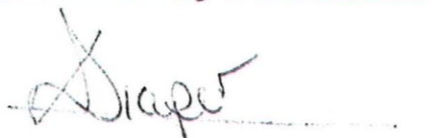







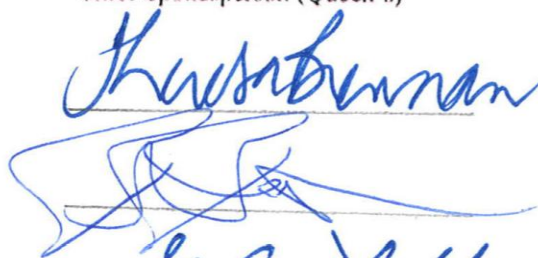



Sharon DeSouza

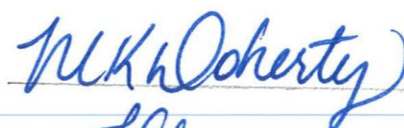


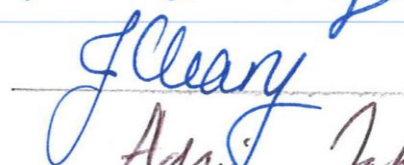
For Queen's University

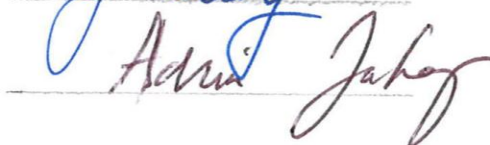

Dan Bradshaw
Chief Spokesperson (Queen's)




G.C. Leiken


M.K. O'Cherty


J. Cleary


Adam Jahaj

Schedule A – Wage and Stipend Rates

Position	September 1, 2011 to April 30, 2012	May 1, 2012 to April 30, 2013
Teaching Assistant (<i>per hour</i>)	\$37.32	\$37.88
*Teaching Fellow (<i>per regular half-course</i>)	\$7406	\$7518

*Teaching Fellow Stipend Rate Adjustments:

1. The stipend rate for TFs is based on a regular half course of three contact hours per week.
2. Where a TF is responsible for delivery of a portion of a regular half course, the stipend paid to the TF will be adjusted from the stipend rate in Schedule “A” in proportion to the percentage of responsibility that the TF has for delivery of the course.
3. Where a half course in a Unit includes additional class/lab/tutorial/seminar hours per week above the regular three contact hours and the TF is assigned to such additional hours, the TF will receive an additional 10% above the stipend rate in Schedule A (or portion thereof as per Point 2.) for each such additional hour per week.
4. Where a TF has a course with an enrollment of 100 or more students, a 12.5% increase will be added to the stipend rate set out in Schedule A (or a prorated portion thereof as per Point 2.). Course enrollment shall be determined on the last date a student may drop that course without financial penalty.
5. Units may pay stipends that are greater than the stipend rates set out in Schedule A. Stipends above the stipend rates in Schedule A are deemed to include any supplement for each additional hour per week (as per Point 3.), and for course-section enrollment (as per Point 4.). In no case shall a Member’s stipend be less than the sum of the stipend rate set out in Schedule A (or a portion thereof as per Point 2.), plus any applicable additions as per Points 3. or 4.

LETTER OF AGREEMENT #1

LETTER OF AGREEMENT

Between

Queen's University ('Queen's')

And

The Public Service Alliance of Canada Local 901 (PSAC)

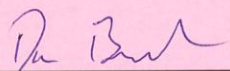
Re: ARTICLE XX.12 – TAship and TFship Posting Procedures

Whereas in 2011 collective bargaining the Parties agreed, in the above noted Article of the Collective Agreement, to language regarding the posting of TA and TF opportunities on departmental websites;

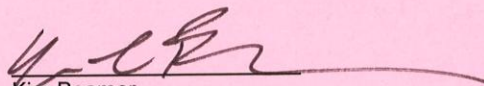
Now therefore the Parties agree that:

1. It would be beneficial if graduate students who are seeking TA and TF opportunities in various departments could access a central listing of departmental posting websites where such opportunities are listed; and
2. Therefore, Queen's will explore methods to make departmental posting websites centrally accessible.
3. Until such time as departmental posting websites are centrally accessible, Queen's will request of its departments that they provide information regarding TA and TF postings to PSAC Local 901 at the time of posting.
4. This Letter of Agreement will expire upon the expiration of the 2011–201_ Collective Agreement.

Dated at Kingston this 8th day of April, 2011.



Dan Bradshaw
Chief Spokesperson (Queen's)



Kim Beemer
Chief Spokesperson (PSAC)

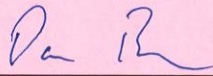
LETTER OF AGREEMENT #2

Letter of Agreement Re Appointment of Teaching Fellows
Between
Queen's University ('Queen's')
And
The Public Service Alliance of Canada Local 901 (PSAC)

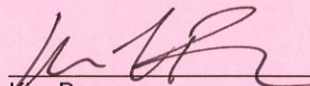
Whereas Article XX.08 of the 2010-20¹³ Queen's University-PSAC Local 901 Collective Agreement ("the PSAC Collective Agreement") and Article 32.2.1(a) of the 2008-2011 Queen's University-QUFA Collective Agreement ("the QUFA Collective Agreement") require that consideration be given to the respective preferences for work which may be performed by either Teaching Fellows or Term Adjuncts, the Parties agree that in accordance with the existing provisions of the Collective Agreements:

- (1) A graduate student in Preference Group A or B, as set out at Article XX.08 of the PSAC Collective Agreement, and who would not otherwise have an opportunity to teach as part of his/her graduate education shall take precedence over a Term Adjunct who has a Specific Right of Reappointment under the QUFA Collective Agreement. However, Term Adjuncts with a Specific Right of Reappointment may take precedence over remaining graduate students in Preference Groups B, C and D.
- (2) Term Adjuncts with a Specific Right of Reappointment for the purposes of this Letter are Term Adjuncts under the QUFA Collective Agreement who have met the criteria required under that Collective Agreement to be entitled to an offer of reappointment to teach the same specific course(s) in subsequent academic years.
- (3) In the event that Article 32.2.1(a) and any other relevant or pertinent articles of the QUFA Collective Agreement are revised, the Parties will meet and review the application of this Letter of Agreement.
- (4) This Letter of Agreement will expire upon the expiration of the 2010-20¹³ PSAC Collective Agreement or by agreement between the Parties in the circumstances identified in (3) above.

Dated at Kingston this 12th day of May, 2011.



Dan Bradshaw
Chief Spokesperson (Queen's)



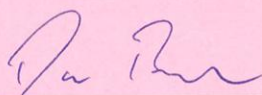
Kim Beemer
Chief Spokesperson (PSAC)

LETTER OF AGREEMENT #3


LETTER OF AGREEMENT
Between
Queen's University ('Queen's')
And
The Public Service Alliance of Canada Local 901 (PSAC)

- (1) The Parties recognize and acknowledge the distinct and separate nature of the financial funding that the University provides to graduate students on the one hand, and employment income in accordance with the terms of this Collective Agreement on the other hand. Therefore:
- (a) For TAs, any increase from the TA hourly wage rate of pay applicable during his/her first appointment to the hourly wage rate of pay applicable during his/her subsequent TA appointment; or
 - (b) For TFs, any increase from the TF stipend rate applicable during his/her first appointment to the stipend rate applicable during his/her subsequent appointment,
- will not result in a reduction in non-employment sources of financial funding that the University provides to a graduate student.
- (2) The Union has no jurisdiction over the determination of the funding package provided to any graduate student of Queen's University.
- (3) The parties agree that this Letter of Agreement shall expire on April 30, 2013 at the conclusion of the Term of the Collective Agreement and shall be subject to renegotiation.

Dated at Kingston this 12th day of May, 2011.



Dan Bradshaw
Chief Spokesperson (Queen's)



Kim Beemer
Chief Spokesperson (PSAC)

Attachment A – Contact Information

Contact Information for the parties:

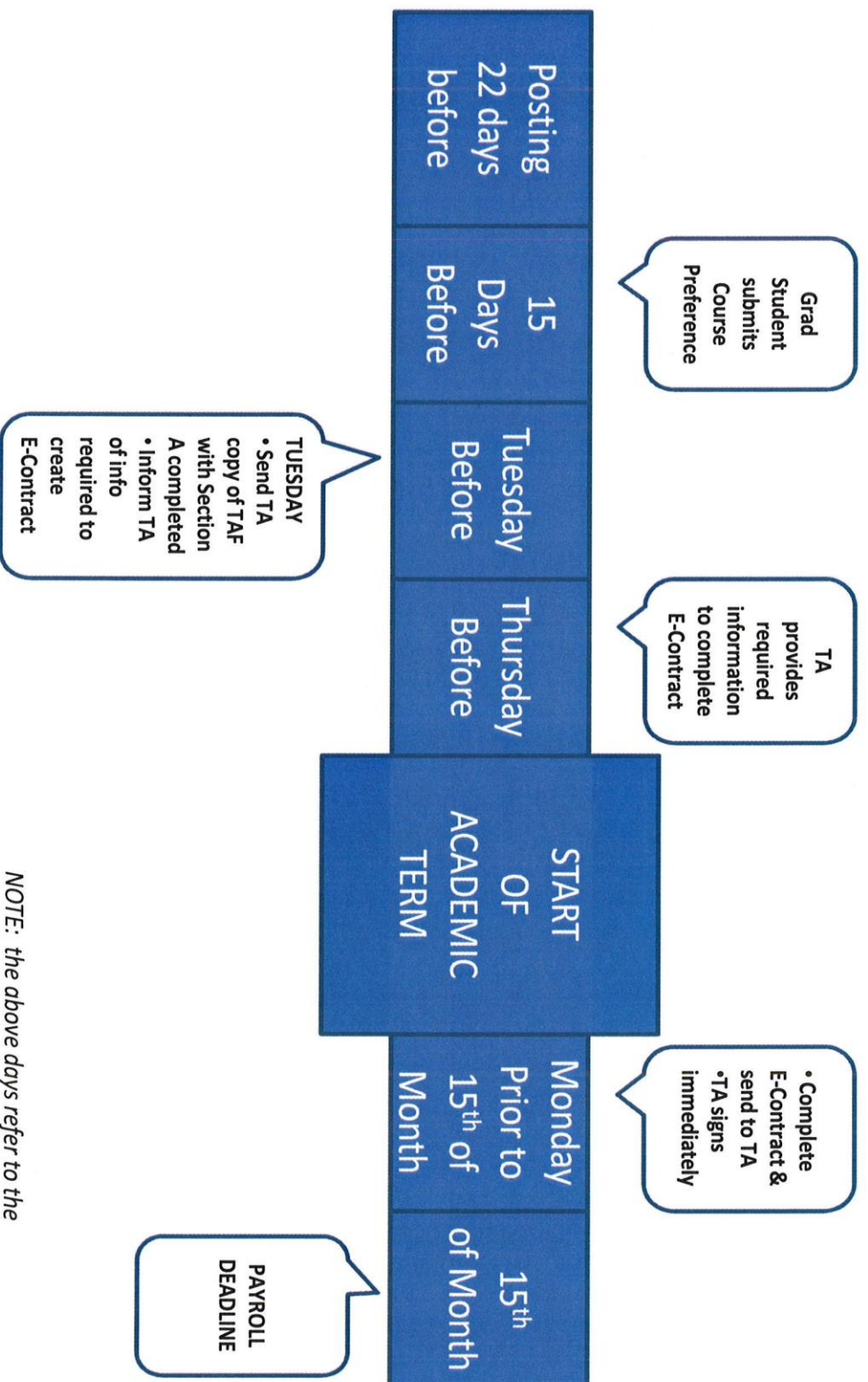
PSAC Local 901

Public Service Alliance of Canada Local 901
Mac-Corry Room B106
Email: info@psac901.org
Website: www.psac901.org
Phone: (613) 533-6000 ext. 77010

Queen's University

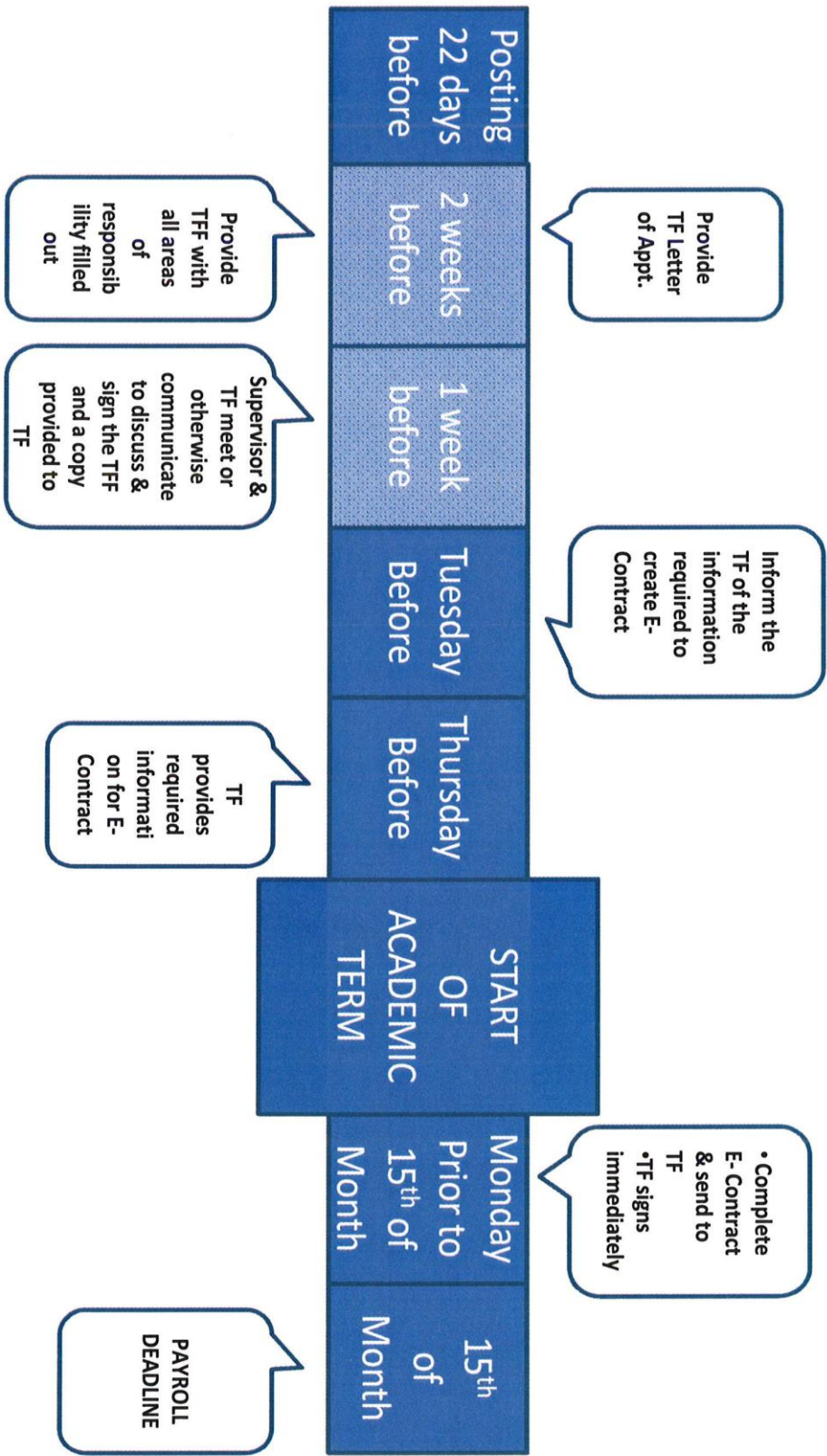
Queen's University at Kingston
Richardson Hall, University Avenue
Email: marie.doherty@queensu.ca
Website: <http://www.queensu.ca/provost/faculty/facultyrelations.html>
Phone: (613) 533-6000, ext. 78286

Teaching Assistant Timeline



NOTE: the above days refer to the very latest day or NO LATER THAN Deadline

Teaching Fellow Timeline



NOTE: the above days refer to the very latest day or NO LATER THAN Deadline